



**COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
168 W. ALISAL STREET, 3<sup>rd</sup> FLOOR  
SALINAS, CA 93901-2439  
(831) 755-4990**

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**REQUEST FOR PROPOSAL  
# 10385**

**FOR COUNTYWIDE PRINT SHOP AND COPY  
SERVICES**

**Proposals are due by 3:00 pm (PST) on Monday, November 5, 2012**

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**SOLICITATION DETAILS SECTION**

**1.0 INTENT**

- 1.1 The Monterey County Information Technology Department, hereinafter referred to as “County”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide Countywide Print Shop and Copy Services.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time after one year from the signing of the AGREEMENT.

**2.0 BACKGROUND**

- 2.1 The County is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. There are approximately 75 County buildings throughout Monterey County which may require services. Locations include but are not limited to Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.
- 2.2 The County is accepting proposals for printing and related services to all county departments. The printing needs of the County are diverse and include both photocopying and printing services. Some examples of printing requests include flyers, brochures, envelopes, letterhead, forms and business cards, newsletters, etc. Requests will vary in quantity from a few hundred to a few thousand pages to the type of paper, which will vary in color and weight. Some printing requirements may be required to be produced electronically, such as but not limited to either on a CD or Flash Drive. The County will require the ability to produce jobs in both PC compatible files, Word documents, PDF files, and personal computer files. On occasion, there may be times when same day or next day service is required.

**3.0 CALENDAR OF EVENTS**

- |     |                                     |  |
|-----|-------------------------------------|--|
| 3.1 | Issue RFP                           | Thursday, October 11, 2012               |
| 3.2 | Pre-Proposal Meeting/Site Tour      | Friday, October 19, 2012                 |
| 3.3 | Deadline for Written Questions      | 3:00 p.m., PST, Friday, October 26, 2012 |
| 3.4 | Proposal Submittal Deadline         | 3:00 p.m., PST, Monday, November 5, 2012 |
| 3.5 | Estimated Notification of Selection | November 2012                            |
| 3.6 | Estimated AGREEMENT Date            | November 2012                            |

*This schedule is subject to change as necessary.*

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at [www.co.monterey.ca.us/admin/solicitcenter.htm](http://www.co.monterey.ca.us/admin/solicitcenter.htm). Addenda will be posted on the website the day they are released.
- 3.8 **MANDATORY PRE-PROPOSAL MEETING/SITE TOUR:** Pre-proposal meeting will be held on Friday, October 19, 2012, beginning sharply at **9:00 a.m.** at the Monterey County Information Technology Department located at 1590 Moffett Street Salinas, CA 93905. Those interested in submitting a proposal are required to attend this meeting. The purpose of this meeting is to answer questions and provide a view of our current systems. No presentations are required or permitted at this meeting/tour. Please indicate your intent to attend this meeting by sending a response to the County's Primary Contact person designated in the section below.

#### 4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County	<b>Michael R. Derr</b> <b>Contracts/Purchasing Officer</b> 168 W. Alisal Street, 3 <sup>rd</sup> Floor Salinas, CA 93901-2439 PHONE: (831) 755-4992 FAX: (831) 755-4969 Email: <a href="mailto:derrm@co.monterey.ca.us">derrm@co.monterey.ca.us</a>
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- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact

person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at [www.co.monterey.ca.us/admin/policies.htm](http://www.co.monterey.ca.us/admin/policies.htm) or attached hereto as Exhibit-1. CONTRACTOR shall be required to provide at a minimum the following:
- 5.2.1 Products which meet GreenSeal or EcoLogo environmental standards or a similar widely known authority on at least 50% of all delivered goods;
- 5.2.2 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free;
- 5.2.3 Product distribution via alternative fuel vehicles.
- 5.3 The Scope of Work shall include but is not limited to the following:
- 5.3.1 This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to provide complete printing and related services necessary to the County for the period of three (3) years with the option to renew on a year by year basis for a maximum of two (2) additional one year (1-year) periods.
- 5.3.2 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:
- Cutting
  - Collating
  - Padding
  - 3-hole punching
  - 2-sided copies
  - Folding
  - Stapling
  - Binding
  - Saddle stitching
  - Perforating
  - Numbering
  - Scoring
- 5.3.3 Photocopying, for the purpose of this RFP is defined as the reproduction of printed materials using a xerographic-type of machine to reproduce the image.

Some of the reproduction work required by the County falls into the photocopying category. Typical reproduction work performed by the County includes single and double-sided forms, flyers, and brochures in various sizes including, but not limited to letter, legal, and 11" x 17" sizes. 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.

5.3.4 Two types of uncoated cover stock are typically used: AstroBrite 65# and Index 110#. Coated cover stock is not normally required for the jobs quoted on this request for bid.

5.3.5 Binding size definitions are as follows:

- Small = up to 1 inch thick
- Medium = 1 -1.5 inches thick
- Large = greater than 1.5 inches thick

5.3.6 The County also has a need for offset type printing. Typical services required may include, but not limited to:

- Typesetting
- Multiple color runs
- One and two-sided printing
- Cutting
- Folding
- Padding
- Form Numbering
- Graphic Design/Artwork

5.3.7 Bidder shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide printing services, including, but not limited to:

1. Printing of 1 to 4 colors
2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
3. Both half-tones and duo-tones
4. Pick-up and inside delivery
5. Proofs, if required
6. Price quotations prior to start of work
7. Changes up to 48 hours prior to delivery

5.3.8 Placement of Orders - The selected Contractor(s) will be invited to quote on specific jobs throughout the contract term. Orders for specific jobs will be placed by each individual department, based upon quoted price and Contractor(s) ability and capacity to meet County's requirements.



5.3.9 Delivery - Unless otherwise specified, delivery(s) shall be to each requesting department within the County.

5.3.10 Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment-A. A hardcopy of each job described in Attachment “A” may be made available for review at the mandatory job walk scheduled for Monday, September 17, 2012. Bidder shall carefully examine Attachment A and sample documents.

5.3.11 Bidder’s Qualifications:

Successful bidders will be expected to adequately stock all printing and bindery materials commonly used by the County, and to maintain masters of commonly used County forms, in order to ensure timely delivery of jobs to be produced on demand.

5.3.12 The County 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 required services. The County shall be the sole judge in determining if the Bidder is qualified to undertake the project pursuant to the criteria set forth herein.

5.3.13 Bidder shall have its own physical printing facilities from which the services described in the bid specifications will be performed. Production of actual printing jobs shall be completed at the bidder’s facilities although bindery tasks may be subcontracted. Bidders shall list subcontractors on Bid Form.

5.3.14 Bidder shall provide three commercial references for whom bidder performed similar services of a similar scope in the past two years. These services must have been provided for a minimum of one year.

5.4 SPECIFICATION AND SERVICE PERFORMANCE STANDARDS:

5.4.1 Services to be provided Monday to Friday, 8AM to 5PM, except County Holidays.

5.4.2 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 immediate turn-around. Failure to provide promised delivery times may be cause for termination of the Agreement.

5.4.3 Supplier should have the ability to receive, edit and enhance print jobs electronically from County in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing.

- 5.4.4 Supplier should have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).
  - 5.4.5 All copies produced must be of commercially accepted quality, for instance; properly aligned, no fading, 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 County.
  - 5.4.6 Supplier will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County Procurement Credit Card.
  - 5.4.7 In the event customer requires a proof for their job, the proof is to be signed and authorized by the requesting County personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by County personnel. If a proof is required, County personnel will indicate name and department of person responsible for proof.
  - 5.4.8 Successful bidder must have (or must obtain) a Certified Business License prior to the commencement of any Agreement.
- 5.5 COUNTY'S RESPONSIBILITIES:
- 5.5.1 County staff will provide all relevant job information on the contractor's job ticket forms if applicable, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.
  - 5.5.2 County personnel may e-mail, fax or hand deliver any such forms if applicable, unless the job is being picked up by the Contractor, in which case the job ticket form if applicable will be included with the relevant materials to be picked up.

## **6.0 CONTRACT TERM**

- 6.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods, for a total not to exceed maximum five (5) year Agreement.
  - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

- 6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

**7.0 PROPOSAL PACKAGE REQUIREMENTS**

**7.1 CONTENT AND LAYOUT:**

7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

<b><u>Proposal Package Layout;</u></b> <b>Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	BACKGROUND AND PROJECT SUMMARY
Section 3	METHODOLOGY SECTION
Section 4	SPECIFICATION AND SERVICE PERFORMANCE STANDARDS
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (ATTACHMENT B)
Section 7	EXCEPTIONS
Section 8	APPENDIX
Section 9	STATEMENT TO SERVICE ENTIRE COUNTY

**Section 1 Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR’s primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). Proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

## **Table of Contents**

### **Section 2, Background and Project Summary:**

The County is accepting proposals for printing and related services to all county departments. The printing needs of the County are diverse and include both photocopying and printing services. Some examples of printing requests include flyers, brochures, envelopes, letterhead, forms and business cards, newsletters, etc. Requests will vary in quantity from a few hundred to a few thousand pages to the type of paper, which will vary in color and weight. Some printing requirements may be required to be produced electronically, such as but not limited to either on a CD or Flash Drive. The County will require the ability to produce jobs in both PC compatible files, Word documents, PDF files, and personal computer files. On occasion, there may be times when same day or next day service is required.

### **Section 3, Methodology Section:**

- 3.1 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:
- 3.1.1 An implementation plan that describes in detail (i) the methods, including controls by which your firm 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.
  - 3.1.2 Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  - 3.1.3 Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

- 3.1.4 Detailed description of specific tasks you will require from COUNTY staff. Explain what the respective roles of COUNTY staff and your staff would be to complete the tasks specified in the Scope of Work.

### 3.2 Staffing:

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. 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 COUNTY for approval before they begin work. Some County work may require that those assigned to the work sign and file with the County a non-discloser confidentiality agreement, which the County will keep secure at all times.

### 3.3 Qualifications:

The information requested in this section should describe the qualifications of the firm, 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:

- 3.3.1 Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 3.3.2 A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3.3.3 Provide at least five local references that received similar services from your firm. The COUNTY reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
  - 3.3.3.1 Client Name
  - 3.3.3.2 Project Description
  - 3.3.3.3 Project start and end dates
  - 3.3.3.4 Client project manager name, telephone number, and e-mail address

### 3.4 Fee Proposal:

- 3.4.1 All prices quoted are to include all forms, supplies, proofs, packaging, software, consumables, overhead, and any other related cost not specifically mentioned herein. All per copy prices must include the cost of standard, 20 lb. bond, bright white paper, and all labor and equipment necessary to produce the copies required. Up-charges for colored paper, heavier stock, and finishing such as binding are to be itemized separately on the Bid Price Sheet Attachments-A & B.

- 3.4.2 The per copy price quoted is to be based on next day (within 24 hours) delivery, with additional charges (if any) shown for 4 hour turnaround and while-you-wait delivery.
- 3.4.3 CONTRACTOR's should quote a per-trip pickup and delivery charge (both one-way and round-trip) for all COUNTY facilities within Monterey County.
- 3.4.4 Pricing shall be firm for the initial year of the AGREEMENT. Adjustments may be proposed after the initial year, but no more than once annually, and, such increases may not exceed the change in the previous 12 month period of the Consumer Price Index for the Monterey County area, except in the event of extraordinary increases in the cost of paper. In the event of paper manufacturer's price increases exceeding 10%, an equitable price adjustment or alternative will be negotiated, based on the pass-through of the increased raw material cost. All price increase requests must be supported by relevant documentation, such as letters of price increases from paper manufacturers.

#### **Section 4, Specification and Service Performance Standards:**

##### **4.1 SPECIFICATIONS:**

- 4.1.1 Services to be provided Monday through Friday, 8AM to 5PM PST, except County Holidays.
- 4.1.2 Turnaround time for printing or copying jobs must be twenty-four (24) hours (1 business day) or less for all jobs, with some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the AGREEMENT.
- 4.1.3 CONTRACTOR shall have the ability to receive, edit and enhance print jobs electronically from COUNTY employees in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing.
- 4.1.4 CONTRACTOR shall have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).
- 4.1.5 All copies produced must be of commercially accepted quality, for instance; properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. CONTRACTOR mistakes or copies of unacceptable quality will be corrected immediately at no cost to the COUNTY.

- 4.1.6 CONTRACTOR will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with AGREEMENT prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County credit card.
- 4.1.7 In the event customer requires a proof for their job, the proof is to be signed and authorized by COUNTY personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by COUNTY personnel. If a proof is required, COUNTY personnel will indicate name and department of person responsible for proof.
- 4.1.8 Successful CONTRACTOR must have (or must obtain) an applicable business license, prior to the commencement of the AGREEMENT.

**4.2 COUNTY'S RESPONSIBILITIES:**

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

**Section 5, Environmentally Friendly Practices:**

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy attached hereto as EXHIBIT 1.

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

**Section 6, Pricing:**

CONTRACTOR shall complete and submit pricing as per ATTACHMENTS-A & B – PRICING SHEETS attached hereto.

All applicable tax shall be included as a separate line item.

**Section 7, Exceptions:**

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #10385”. Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

**Section 8, Appendix:**

**Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

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**Section 9, Statement to Service Entire County:**

Include a statement acknowledging which of the following locations your company is able to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals packages shall adhere to the following:

- 7.2.1 Four (4) sets of the proposal package (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10385”. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 7.2.3 Reproductions of the Monterey County Seal shall **not** be used in any documents submitted in response to this solicitation.
- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be



manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

## 8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10385 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 8.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 8.6 **Ownership:** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal package

but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.

- 8.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

**9.0 SELECTION CRITERIA**

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria shall include, but not limited to, the following:
  - 9.2.1 Sustainability certification and practices
  - 9.2.2 Proposer qualifications, experience, and capabilities
  - 9.2.3 The quality of work as evidenced by the samples of work
  - 9.2.4 Additional skills, services or resources that are offered to the COUNTY
- 9.3 The COUNTY may request additional information from the top rated proposers upon evaluation of the proposals received. A site tour of those firms’ operations may also be scheduled prior to final selection and award.
- 9.4 AGREEMENT award(s) will not be based on cost alone.

**10.0 PREFERENCE FOR LOCAL CONTRACTORS**

- 10.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 10.2 Rights of First Refusal: Each local supplier who is within five percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five business days of the opening of bids, who is within five percent of the lowest

responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.

- 10.3 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded to the lowest responsible bidder. For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.
- 10.4 Definitions: For the purpose of this Section, the following terms have the meanings indicated:
- 10.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
  - 10.4.2 "Bid" includes any competitive bid, whether formal or informal.
  - 10.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five consecutive years.
  - 10.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

## **11.0 CONTRACT AWARDS**

- 11.1 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion of and benefit to County.
- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 11.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 11.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

- 11.7 No Guaranteed Value: The County does not guarantee, a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

## **12.0 SEQUENTIAL CONTRACT NEGOTIATION**

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

## **13.0 AGREEMENT TO TERMS AND CONDITIONS**

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

## **14.0 COLLUSION**

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

## **15.0 RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as

such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

## **16.0 PIGGYBACK CLAUSE**

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: \_\_\_\_\_ Yes \_\_\_\_\_ No. CONTRACTOR’s response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

**SAMPLE AGREEMENT SECTION**

**SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR**

This AGREEMENT is made and entered into by and between, the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR.”

**SAMPLE RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10385) for Countywide Print Shop and Copy Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**S1.0 PERFORMANCE OF THE AGREEMENT**

S1.1 After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10385 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10385. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- All attachments, Exhibits and Appendix to this AGREEMENT
- RFP #10385 Addendum (or Addenda) #\_\_
- RFP # \_\_\_\_\_ dated \_\_\_\_\_, including all attachments and exhibits
- CONTRACTOR’S Proposal dated \_\_\_\_\_,
- Certificate of Insurance
- Additional Insured Endorsements

S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP #10385 Addendum/Addenda #\_\_, RFP #10385 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **S2.0 SCOPE OF SERVICE**

Provide Countywide Print Shop and Copy Services to the COUNTY in accordance to the specifications outlined within this RFP #10385 and any and all written submitted proposals incorporated hereto as part of the AGREEMENT.

## **S3.0 TERM OF AGREEMENT**

- S3.1 The initial term shall commence with the signing of this AGREEMENT through and including \_\_\_\_\_, with the option to extend this AGREEMENT for \_\_\_\_\_ additional \_\_\_\_\_ year periods.
- S3.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- S3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
- S3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- S3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.



## **S4.0 COMPENSATION AND PAYMENTS**

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:  
S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.  
S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## **S5.0 INVOICES AND PURCHASE ORDERS**

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to each requesting department.
- S5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

**S6.0 STANDARD INDEMNIFICATION**

- S6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR’s performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

**S7.0 INSURANCE REQUIREMENTS**

- S7.1 Evidence of Coverage:
  - S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
  - S7.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a “Notice to Proceed” with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- S7.2 Qualifying Insurers: All coverage’s, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less

than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

**S7.3 Insurance Coverage Requirements:**

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

**S7.4 Other Insurance Requirements:**

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if

the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- S7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## **S8.0 RECORDS AND CONFIDENTIALITY**

- S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## **S9.0 NON-DISCRIMINATION**

- S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

S10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

S10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

S10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## **S11.0 CONFLICT OF INTEREST**

S11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with the COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to the COUNTY, as determined in the reasonable judgment of the Board of Supervisors of the COUNTY.

S11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for the COUNTY will be kept confidential and not be disclosed to any other person.

CONTRACTOR agrees to immediately notify the COUNTY by notices provided in accordance with Section S20.0 of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the COUNTY hereunder.

## **S12.0 COMPLIANCE WITH APPLICABLE LAWS**

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## **S13.0 DRUG FREE WORKPLACE**

CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

### **S14.0 TIME OF ESSENCE**

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

### **S15.0 WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### **S16.0 ASSURANCE OF PERFORMANCE**

If at any Time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY'S request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT.

### **S17.0 FORCE MAJEURE**

"Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees



to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

**S18.0 NON-APPROPRIATIONS CLAUSE**

Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments.

**S19.0 WARRANTY BY CONTRACTOR**

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

**S20.0 NOTICES**

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County’s contract administrator or to CONTRACTOR’S responsible officer; (2) when personally delivered to the party’s principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party’s FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party’s office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:  
Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

TO CONTRACTOR:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
Email \_\_\_\_\_

## **S21.0 LEGAL DISPUTES**

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

**--END OF SAMPLE AGREEMENT SECTION--**

**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE**

**ATTACHMENT- A**  
**Sample Job Specifications**

BIDDER SHALL SUBMIT SAMPLES OF PRINTING JOBS SIMILAR TO THOSE LISTED BELOW ON THIS ATTACHMENT:

**Job #1: Newsletter**

- Six 2 page spreads
- 4500 copies
- 2 sided
- 11 X 17 20# white
- 2 color Black with one PMS color on front cover only
- Folded with two, two sided 8 1/2 X 11 20# color paper inserts

**Job #2: County Letter Head**

- 1 original
- 20,000 copies
- 8 ½ X 11
- Four color process
- 24# Neenah bond

**Job #3: Annual Budget Book**

- 650 originals
- 100 copies
- 2 sided 8 ½ X 11
- Full color
- Cover 80# smooth text 28# smooth finish
- 20 printed tab inserts

**Job #4: Board of Supervisors Agenda Packet**

- 800 originals
- 2 sided
- 8 ½ X 11
- 20# white
- Three-hole punched

**Job #5: NCR forms**

- 1 original
- 2000 forms (6000 copies)
- 8 ½ X 11
- 3 part NCR
- Padded

**Attachment B**

**BID FORM FOR PRINTING SERVICES:**

COMPANY NAME: \_\_\_\_\_

The undersigned bidder hereby offers to perform the required services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

BIDDER SHALL SUBMIT PRICING FOR THE SAMPLES LISTED BELOW IN ACCORDANCE TO ATTACHEMENT-A. COUNTY SHALL UTILIZE THE SAMPLES BELOW DURING THE SELECTION PROCESSES:

PROPOSER SHALL PROVIDE THE COUNTY WITH A COMPLETE PRICE LIST FOR ALL SERVICES RENDERED BY THE PROPOSER.

<u>Job Description:</u>	<u>Bid Price*</u>	<u>Bid Price*</u>
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**JOB #1 Newsletter**

Standard Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

Rush Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

**JOB #2 County Letter Head**

Standard Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

Rush Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

**JOB #3 Annual Budget Book**

Standard Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

Rush Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

**JOB #4 Board of Supervisors Agenda Packet**

Standard Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

Rush Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

**JOB #5 NCR Forms**

Standard Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

Rush Lead Time: \_\_\_\_\_ days \$ \_\_\_\_\_

**Exhibit-1**

**COUNTY OF MONTEREY  
CLIMATE-FRIENDLY PURCHASING POLICY**

**I. Purpose:**

The County of Monterey is a large consumer of goods and services. As such, the purchasing practices of County departments can have a significant impact on our environment. By purchasing climate-friendly products which have no or little impact on price or performance, the County can remain fiscally responsible while promoting practices that help improve public health and safety, reduce greenhouse gas emissions, and conserve natural resources.

According to the National Association of Counties, the most important benefit counties are realizing from sustainability efforts is cost savings. The County currently has established practices for ensuring cost savings in purchasing goods and services such as publicly soliciting for contracts to ensure competitive price options and utilizing contracts which reap volume discounts as frequently as possible. Integrating climate-friendly product and service considerations into our current practices will assist in furthering the County's cost savings efforts.

Climate-friendly purchasing practices include purchasing products which contain recycled content or are derived in part or full from renewable resources, have limited chemical toxins, and are energy star rated. Vendors who promote waste reduction and sell products which can be reused are desirable and should be sought after to do business with to the extent practicable<sup>1</sup>.

**II. Policy:**

Consistent with the Institute for Local Government's California Climate Action Network Best Practices Framework ([www.ca-ilg.org/climatepractices](http://www.ca-ilg.org/climatepractices)), the County of Monterey adopts the following policies:

1. **Procure Products that Minimize Environmental Impact and do not have a Negative Effect on Human Health.** It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:
  - a. Environmentally friendly products, where criteria have been established by governmental or other widely recognized authorities such as GreenSeal<sup>2</sup> or EcoLogo<sup>3</sup>;
  - b. Services from businesses which have been certified "Green" by reputable agencies;
  - c. Certified energy efficient traffic signal and street lighting systems for unincorporated areas;
  - d. Electronic equipment which is Energy Star<sup>4</sup> rated or meets similar energy efficiency standards;
  - e. Computer equipment which meets EPEAT<sup>5</sup> "bronze" certification level or higher or meets similar energy efficiency standards.
  
2. **Promote Green Building.** It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:
  - a. Materials and building systems that support attaining LEED Certification standards for agency funded buildings and renovations<sup>6</sup>.

3. **Reduce Waste, Reuse, & Recycle.** It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:
  - a. Durable and reusable products that reduce waste;
  - b. Recycled content plastic items, metal items, paper (containing no less than 50% post consumer recycled content) and other office items;
  - c. Recycled or re-refined oil and oil-related products;
  - d. Electronic products from manufacturers or distributors who offer a “take-back” program that includes responsible recycling practices;
  - e. Products from sellers who use recycled shipping materials (from 100% recycled content) that are non-toxic and biodegradable.
  
4. **Promote Renewable Energy and Low Carbon Fuels.** It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:
  - a. Fuel efficient and alternative fuel vehicles;
  - b. Photovoltaic systems or other renewable sources of energy;
  - c. Services in which the service provider uses alternative fuel vehicles.

### **III. Implementation:**

The County is committed to procuring climate-friendly goods and services that meet its performance standards and requirements at a competitive cost.

1. The County will create an interdepartmental “Green Team” to:
  - a. Promote implementation of the Climate-Friendly Purchasing Policy through education and awareness;
  - b. Suggest additional items to be included in the policy;
  - c. Develop and implement a five-year plan which includes a variety of “green programs” to be implemented in phases (see Exhibit 1 attached hereto for examples of sample programs the County may consider). Easy to implement programs such as routine procurement of recycled paper and environmentally friendly cleaning supplies will be implemented very early on and the more complex programs will be tapered into effect gradually to ensure effectiveness;
  - d. Determine criteria with which the success of this policy can be measured.
  
2. Because the County’s Contracts/Purchasing Division is the central point of review and approval on the majority of county purchasing, the Contracts/Purchasing Office will:
  - a. Develop procurement procedures to encourage and, in some cases, require departments to select Climate-Friendly goods and services;
  - b. Create a web page within the Contracts/Purchasing web site dedicated to Climate- Friendly Purchasing Practices and requirements for all County staff to access;
  - c. Work with other governmental purchasing groups and agencies including but not limited to the National Institute of Counties, the Institute for Local Government California Climate Action

- Network, and the Environmental Protection Agency to remain current on Climate-Friendly Purchasing Practices;
- d. Incorporate Climate-Friendly requirements into solicitation documents.

#### **IV. Evaluation:**

The County will develop and implement various monitoring and tracking systems to confirm compliance with this policy and promotes preferential use of such products.

#### **V. Guidelines and Reporting:**

The Green Team will ensure the development and maintenance of this policy's implementation goals and will deliver a report to the Board of Supervisors annually on progress status and the measured benefits reaped to date.

This policy shall be subject to revisions as deemed necessary by the Board of Supervisors or by the Green Team at any time, and all revisions shall be subject to Board approval.

#### **VI. Effective Date:**

This policy was adopted on the 24<sup>th</sup> day of May, 2011 by the County Board of Supervisors.

#### **VII. Notations:**

1 "Practicable" means whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or services available at reasonable cost in a reasonable period of time.

2 "GreenSeal" is an independent non-profit environmental labeling organization whose standards have already been referenced in the County's Custodial Services Contract. See [www.greenseal.org](http://www.greenseal.org)

3 "EcoLogo" is an environmental standard and certification organization. See [www.ecologo.org/en/](http://www.ecologo.org/en/)

4 "Energy Star" is a voluntary energy efficiency labeling program derived from a partnership between the US Environmental Protection Agency and the US Department of Energy. All products displaying the Energy Star label meet the Energy Star program standards. In general, labeled equipment uses 25% – 50% less energy than traditional counterparts. See [www.energystar.gov](http://www.energystar.gov)

5 "EPEAT" is an acronym for Electronic Product Environmental Assessment Tool and the bronze, silver and gold ratings represent that at least all minimum established environmental performance standards have been met. See [www.epeat.net](http://www.epeat.net)

6 The Leadership in Energy and Environmental Design (LEED) is the Green Building Rating System developed and administered by the US Green Building Council. LEED encourages global adoption of sustainable green building and development practices. See [www.usgbc.org](http://www.usgbc.org)

**Examples** of Climate-Friendly Programs and Procedures that will ensure policy compliance include but are not limited to:

- 1). Climate-Friendly Solicitation Checklist: Requests for Proposals (RFPs) Requests for Qualifications and Requests for Quotations (RFQs) shall contain a standard checklist of climate friendly considerations. Vendors having a desire to do businesses with the County will need to indicate which of the climate-friendly items are applicable to them. All items on the checklist utilized in the solicitation will be incorporated into the vendor selection process.
- 2). The Green Fleet Program: Vehicle purchasing, maintenance and disposal goals will be set annually. Goals shall include procuring fuel-alternative vehicles, ensuring that remanufactured parts are used more frequently, and that the recycling of parts, fluids and vehicles exceeds the state standards.
- 3). 75% Recycled and/or Refurbished Office Products: Enforcing that the majority of paper products purchased are derived from 100% recycled content and that toner cartridges and other such supplies are from recycled or refurbished products.
- 4). Go Solar Program: Incorporating the use of solar energy for power to new and existing County buildings.
- 5). Energy Star Computer Program: All computer equipment (monitors, towers, scanners and printers) ordered must be energy star rated at a minimum.



# SIGNATURE PAGE

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFP #10385  
ISSUE DATE: Monday, October 15, 2012



RFP TITLE: County Wide Print Shop and Copy Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY  
3:00 P.M., LOCAL TIME, ON Monday, November 5, 2012

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING OFFICE  
168 W. ALISAL STREET, 3<sup>rd</sup> FL.  
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
Michael R. Derr, [derrm@CO.MONTEREY.CA.US](mailto:derrm@CO.MONTEREY.CA.US) (831) 755-4992

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.0 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.  
**Proposals submitted without this page will be deemed non-responsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_