



## **Notice Requesting Proposals for**

### **AS-NEEDED GRAPHIC DESIGN AND PRINTING SERVICES**

The City of San Luis Obispo Utilities Department is requesting proposals to provide graphic design, printing and mailing services and/or audio and video services pursuant to Specification No. 91650. The goal of the Department is to select one or more proposers who can assist with providing consistent appearance and quality for all communication materials in a timely manner. This request for proposals has been divided into three (3) Task Groups, including:

- A. Printing and Mailing Services
- B. Graphic Design Services
- C. Audio/Video Services

Some of the required services are routine, and some are to be produced on a periodic or as-needed basis. Firms may propose to provide one or more of these services. Each task group will be evaluated and awarded individually. One or more awards may be given to each task group; however, the same firm may be selected to provide more than one service group under the same agreement.

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be submitted electronically on BidSync at or before 3:00 pm on August 2, 2018, when they will be opened publicly at 879 Morro St, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. Proposals shall be submitted using the forms provided in the specification package. Proposals submitted in any manner not specified above will not be accepted.

Specification packages and additional information may be obtained at the City's BidSync website at [www.BidSync.com](http://www.BidSync.com). Please contact Purchasing Assistant Lorraine Colleran at [lcolleran@slocity.org](mailto:lcolleran@slocity.org) with any questions.

# Specification No. 91650

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## **Section A**

### **DESCRIPTION OF WORK**

The City of San Luis Obispo Utilities Department is requesting proposals for graphic design, printing and mailing, and audio/video services in support of its outreach programs. The goal of the Department is to select one or more proposers who can assist with providing consistent appearance and quality for all communication materials on an as-needed basis. This request for proposals has been divided into three (3) Task Groups, including:

- A. Printing and Mailing Services
- B. Graphic Design Services
- C. Audio/Video Services

Some of the required services are routine, and some are to be produced on a periodic or as-needed basis. Firms may propose to provide one or more of these services. Each task group will be evaluated and awarded individually. One or more awards may be given to each task group; however, the same firm may be selected to provide more than one task group under the same agreement. Although there is no guarantee of the number of services the Department will purchase during the term of the contract, examples are listed below.

#### **A. Printing and Mailing Services**

Print services will be used for a wide range of purposes throughout the year. They can include quarterly newsletters, door hangers, flyers/posters, brochures, postcards, billing inserts, table tents, etc. and may require the capability for full-color, full bleed, and wide-format printing. The supplier will offer delivery and/or mailing service to the Department or residents.

##### Requirements Specific to Printing Services

- At least three (3) years' experience providing the proposed services in this RFP;
- Adequate personnel, such as project manager and creative staff, who can service this agreement;
- Demonstrate experience with a variety of printing processes and techniques.
- Experience with a wide variety of print stock and production.
- Ability to provide reliable pickup or delivery services to end users within two (2) business days of completion.
- Proposer mistakes at no cost to the Department.

#### **1. Pickup/Delivery Services**

The Proposer shall offer free pickup service or fee-based delivery service to the Department, including overnight delivery of all proofs and finished products, within two (2) business days of completion. The proposer will also offer mailing service to residents as required.

#### **2. Mistakes and Corrections**

If the successful Proposer makes an error, correcting it will be at no cost to the Department.

#### **3. Service Standards**

Standard turn-around time is dependent on the size and scope of each particular request with a mutually agreed upon delivery date provided for each project.

All work developed by the Proposer must be approved by the Department before printing. The design colors that are originally approved must be representative of what the artwork displays.

## **B. Graphic Design Services**

Graphic design services are responsible for creating a positive and professional image for Department materials including the creation of publicity materials for special events, quarterly newsletter, door hangers, flyers/posters, brochures, postcards, billing inserts, table tents, etc. The successful proposer will be responsible for a range of original graphic design layouts and creative design services.

### Requirements Specific to Graphic Design Services

- At least three (3) years' experience providing the proposed services in this RFP;
- Demonstrate the ability to work effectively, often under tight deadlines, with all staff levels;
- Demonstrate a solid understanding of the scope and nature of the work, as well as outstanding technical expertise and excellence in customer service.

#### **1. Electronic Submission of Jobs**

All designs must be submitted to the City electronically.

#### **2. Service Standards**

Standard turn-around time is dependent on the size and scope of each particular request with a mutually agreed upon delivery date provided for each project.

The successful Proposer will be required to coordinate with the Department representative on production schedules for the development, design, printing specifications of publications, and all projects as required within. All projects are subject to the final approval of the Department staff member designated to that particular project. The successful Proposer will provide the Department staff member with PDF files of each project upon completion and raw native program files upon request.

## **C. Audio/Video Services**

Audio/Video services will require high definition 1080P – 4K quality video filming, editing, and narration and high definition audio recording and editing.

### Requirements Specific to Audio/Video Services

- At least three (3) years' experience providing the proposed services in this RFP;
- Demonstrate the ability to work effectively, often under tight deadlines, with all staff levels;
- Demonstrate a solid understanding of the scope and nature of the work, as well as outstanding technical expertise and excellence in customer service.

#### **1. Service Standards**

Standard turn-around time is dependent on the size and scope of each particular request with a mutually agreed upon delivery date provided for each project. The successful Proposer will be required to coordinate with the Department representative on production schedules for the development, design, printing specifications of publications, and all projects as required within. All projects are subject to the final approval of the Department staff member designated to that particular project.

## Section B

# GENERAL TERMS AND CONDITIONS

### PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (proposer) shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted using the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted on BidSync. If proposers have any trouble submitting a bid, they should contact BidSync Support at [support@BidSync.com](mailto:support@BidSync.com) or via phone at (800) 990-9339.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
  - a. The insurance carrier and its A.M. Best rating.
  - b. Scope of coverage and limits.
  - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the proposer's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the proposer must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any proposer for any item are not in agreement, the unit price alone will be considered as representing the proposer's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a new proposal on BidSync prior to the closing time. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.

7. **Cooperative Purchasing.** During the term of the contract, the successful proposer will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business, and will be directly billed by the successful proposer.
8. **Communications.** All questions related to the solicitation must be submitted on BidSync on or before the date indicated on each RFP. Other requests for information must be submitted to the Purchasing Analyst indicated as a contact on the solicitation.

## **CONTRACT AWARD AND EXECUTION**

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the “special terms and conditions” in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The proposer to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
12. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City’s business tax program may be obtained by calling (805) 781-7134.

## **CONTRACT PERFORMANCE**

14. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.

17. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
18. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
19. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
20. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
21. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
22. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
23. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
25. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.

26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
27. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
28. **Hold Harmless and Indemnification.** *Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Contractor, and its agents, officers or employees, in the performance of all obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.*
29. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
30. **Termination for Convenience.** The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.
31. **Termination for Cause.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.



In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

## Section C

### SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section B (General Terms and Conditions) of these specifications, the contract(s) will be awarded to the lowest responsible, responsive proposer.
2. **Sales Tax Reimbursement.** For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive proposer.
3. **Labor Actions.** In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible, responsive proposer and to accept the next acceptable low proposal from a proposer that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive proposer.
4. **Failure to Accept Contract.** The following will occur if the proposer to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.** The supplies or services identified in these specifications will be used by the City between [month/year] and [month/year]. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.
6. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional year. During this extended period, unit prices may not be increased by more than the percentage change in the US consumer price index for All Urban Consumers (CPI-U).
7. **Estimated Quantities.** The quantities indicated in the Detail Proposal Submittal Form are estimates based on past purchasing experience and will be used to determine the lowest overall proposal. Actual quantities purchased during the period of this contract may vary from these estimated amounts as required by the City.
8. **Supplemental Purchases.** Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.
9. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City, itemized, with attached copies of work order forms or detail invoices (standard color or copy to be agreed upon) as supporting detail.

10. **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
11. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.
12. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within the agreed upon number of days after authorization to proceed by the City.
13. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
14. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.
15. **State Cooperative Purchasing Program.** The City of San Luis Obispo participates in the State Cooperative Purchasing Program. As such, the City can purchase the items described in Section A through this program. Accordingly, the City will purchase from the State or the lowest responsible, responsive proposer, after allowing adjustments for the cost of pickup and/or delivery from the State, adjustments for after-market modifications, and adjustments for sales tax from local dealers, as it determines to be in its best interest.
16. **Proposal Content.** Your proposal must include the following information:

***Submittal Forms***

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.
- d. Letter of introduction, including background information on your firm, the firm's office and other work location(s), firm office phone number(s) and firm website address. If any of your project management, design or printing work is subcontracted to outside designers or other companies, you must state so and provide location information for those subcontractors.

***Qualifications***

- e. Experience of your firm in performing similar services.
- f. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.

- g. If the location of your firm is more than 30 miles from the Department's administrative office (879 Morro St, San Luis Obispo, CA 93401), describe your availability to meet with Department representatives in San Luis Obispo, including how quickly you could be at the San Luis Obispo location when needed, any limitations you may have in meeting in San Luis Obispo, and any costs you would charge for a meeting in San Luis Obispo.
- h. OPTIONAL: If your firm has in-house mailing capabilities, please describe them, including equipment you have at your worksite, whether your firm has a bulk mail permit, and the types of mailings you do.
- i. Description of your approach to completing the work.
- j. Services or data to be provided by the City.
- k. Any other information that would assist us in making this contract award decision.

***Cost Proposal***

- o. Proposed cost of standard services.

20. **Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee based on the following criteria:

The maximum possible total combined score for a proposal is 100 points.

Evaluation Criteria		Maximum Points Available per Task Group		
		A. Printing Services	B. Graphic Design	C. Audio/Video Services
<b>Approach to Scope of Services – up to 40 points</b>	The Proposer’s overall methodology to successfully provide the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness. Proposals will be evaluated on services approach and demonstrated understanding of the requirements a) Turn-around times are prompt and acceptable to the Department. b) The firm demonstrates a high level of customer service and project deadlines are consistently met. c) Samples provided are of high-quality and show experience in producing materials like those needed by the Department.			
<b>Qualifications and Experience of Firm &amp; Account Representative – up to 30 points</b>	The capabilities of each Proposer will be assessed on: a) Firm and account representative’s qualifications and experience in providing the specified services for similar operations and/or entities. b) The firm’s staffing levels and organizational structure ensure that Department projects would receive satisfactory attention.			
<b>Cost Proposal – up to 30 points</b>	This portion of the proposal will be evaluated on, but not limited to: a) Reasonableness of the proposed costs in accordance with what is considered to be standard and customary for the services in the San Luis Obispo area. b) Basis on which the prices are quoted.			

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals, checking references and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

21. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

- |    |   |                 |
|----|---|-----------------|
| a. | Issue RFP                                       | July 9, 2018    |
| b. | Proposer Questions due                          | July 23, 2018   |
| c. | Answers to Questions posted                     | July 25, 2018   |
| d. | Receive proposals                               | August 2, 2018  |
| e. | Complete proposal evaluation<br>(estimate only) | August 10, 2018 |
| g. | Award contract<br>(estimate only)               | August 15, 2018 |

22. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.

## Section D FORM OF AGREEMENT

### AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on \_\_\_\_\_, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

### WITNESSETH:

WHEREAS, on [date], City requested proposals for [generally describe the purchase] per Specification No.91650.

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said [supplies, equipment, services, project, whatever].

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, and shall continue for one (1) year. The contract may be extended for one additional one-year term upon written mutual consent of the parties.

2. **INCORPORATION BY REFERENCE.** City Specification No. 91650 and Contractor's proposal dated [date], are hereby incorporated in and made a part of this Agreement.

3. **CITY'S OBLIGATIONS.** For providing [supplies, equipment, services, project, whatever] as specified in this Agreement, City will pay and Contractor shall receive therefor compensation in a total sum not to exceed [\$ .00].

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to provide [supplies, equipment, services, project, whatever] as described in Exhibit [ ] attached hereto and incorporated into this Agreement.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the duly authorized agent of the City, in accordance with City purchasing policies.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

<b>City</b>	City Clerk City of San Luis Obispo 990 Palm Street San Luis Obispo, CA 93401
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<b>Contractor</b>	[ ] [ ] [ ] [ ]
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8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO, A Municipal Corporation

– By: \_\_\_\_\_  
City Manager *[or Mayor]*

APPROVED AS TO FORM:

CONTRACTOR

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_



## Section E

### INSURANCE REQUIREMENTS: Supply and Equipment Contracts

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the products and materials supplied to the City. The cost of such insurance shall be borne by the Contractor.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).

**Minimum Limits of Insurance.** Contractor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: products and completed operations of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. The Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. The Contractor’s insurance shall 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.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

**Verification of Coverage.** The Contractor shall furnish the 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. All endorsements are to be received and approved by the City before work commences.

## PROPOSED SUBMITTAL FORM

The undersigned declares that she or he has carefully examined Specification No. 91650, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

### A. Print Services

Description	Quantity	Unit Price	Total
Brochures/Newsletters (4-page, double-sided, full color, full bleed)	16,000		
Billing Inserts (8.5 x 3.67, double sided, full color, full bleed)	16,000		
Door Hangers (double sided, 3.5 x 8.5, full color, full bleed)	200		
Postcards (5 x 7 double sided, full color, full bleed)	16,000		
Wide Format Printing (single sided, full color)	Price per square inch		

Delivery to the City and/or residents to be within \_\_\_\_\_ calendar days after written authorization to proceed.

Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_.

### *Firm Name and Address*

<i>Contact</i>	<i>Phone</i>

### *Signature of Authorized Representative*

	<i>Date</i>
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# PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined Specification No. 91650, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

## B. Graphic Design Services

Price per hour	
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	Estimated Hours
Brochures/Newsletters (4-page, double-sided, full color, full bleed)	
Billing Inserts (8.5 x 3.67, double sided, full color, full bleed)	
Door Hangers (double sided, 3.5 x 8.5, full color)	
Postcards (5 x 7 double sided, full color)	
Wide Format Printing (single sided, full color)	

Delivery to the City to be within \_\_\_\_\_ calendar days after written authorization to proceed.

Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_.

### *Firm Name and Address*

<i>Contact</i>	<i>Phone</i>

### *Signature of Authorized Representative*

	<i>Date</i>
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# PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined Specification No. 91650, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

## D. Audio and Video

Price per minute of final production quality video	
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Delivery to the City to be within \_\_\_\_\_ calendar days after written authorization to proceed.

Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_.

### *Firm Name and Address*

<i>Contact</i>	<i>Phone</i>

### *Signature of Authorized Representative*

	<i>Date</i>
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## REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: \_\_\_\_\_.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

### Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

## STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- *Do you have any disqualification as described in the above paragraph to declare?*

Yes  No

- *If yes, explain the circumstances.*


Executed on \_\_\_\_\_ at \_\_\_\_\_ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Proposer Representative