



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL PS- #1194 Print and Copy Services

October 16, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for County-wide Print and Copy Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective Proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective Proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit two (2) hardcopies and one (1) electronic copy (on CD or DVD) of your proposal on November 6, 2012 by 3:00 p.m. to:

County of San Luis Obispo
Debbie Belt, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Louanne Vane at (805) 781-5064.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Louanne Vane at: LVane@co.slo.ca.us. All questions will receive a response within 5 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

DEBBIE BELT
Buyer – GSA Purchasing
dbelt@co.slo.ca.us

LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with Proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

| | YES | NO |
|---|-----|----|
| Do you claim local vendor preference? | | |
| Do you conduct business in an office with a physical location within the County of San Luis Obispo? | | |
| Business Address: _____ _____ | | |
| Years at this Address: _____ | | |
| Does your business hold a valid business license issued by the County or a City within the County? | | |
| Name of Local Agency which issued license: _____ | | |

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PRINT AND COPY SERVICES**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of two (2) hardcopies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on November 6, 2012 Late proposals will not be considered and will be returned, unopened.

2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: DEBBIE BELT
Telephone: (805) 781-5903

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the Proposer.

4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.

5. Selection of qualified Proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the Proposers.

6. This Request for Proposal does not constitute an offer of employment or to contract for services.

7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.

8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the Proposer or kept by the County, in the County's sole discretion.

9. All proposals shall remain firm for a minimum of ninety (90) days following closing date for receipt of proposals.

10. The County reserves the right to award the contract to the firm(s) who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a Proposer's proposal will be considered binding upon selection of the successful Proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. The successful proposer is expected to execute a contract similar to the contract in Attachment E. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves

PRINT AND COPY SERVICES

the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT (ATTACHMENT E). The selected proposer will be asked to provide evidence that County insurance requirements have been met.

13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the Proposer's competitive position. If any Proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the Proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the Proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the Proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by Proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, Proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD or DVD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 1101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase "**Proprietary Information Included**". This can be hand written or printed on the CD label.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. RFP Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, professional registration and affiliations.
 - b. Years in business.
 - c. Number and location of offices that will provide services.
 - d. Qualifications of employees, consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from similar customer type, including name, address and phone number of individual to contact for referral, and brief description of the services provided and the period of services.
4. Understanding of and Approach to the RFP
 - a. Summary of approach to be taken.
 - b. Description of the organization and number of staff available to provide these services.
 - c. Indication of information and participation the Proposer will require from County staff.
 - d. Indication of how the proposer will handle service provision from order receipt to delivery.
 - e. Indication of how individual department invoicing will be provided, including potentially multiple delivery locations for a single department.
 - f. Description of how confidential documents, such as those containing protected health and other HIPAA information, will be handled. The County Confidentiality Guidelines document is provided as Attachment F.
 - g. Completion of Attachment C, Proposal Price Sheet.
 - h. Provision of Attachment D, vendor Job Order submission form.
5. Fees and Insurance
 - a. The selected vendor will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance as defined in the Sample Contract attached Insurance. This amount of insurance coverage shall be reflected in your estimated professional rates

PRINT AND COPY SERVICES

- b. The successful proposer shall provide within five (5) days after the Contract is executed by the parties a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
- c. Vendor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, awards, interest, attorney fees, expert' fees and expenses, liabilities or other losses that may be asserted by any person or entity, including Vendor, and that arise out of or are in any way connected with the contract, whether in tort, contract or otherwise, including those acts or omissions relating to the performance of any duty, obligation, or work under the contract. This duty shall extend to all claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its Board of Supervisors, officers, and/or employees. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused by any person or entity including, but not limited to, employees, agents, and officers of vendor. The duty shall extend to any and all allegations or claims of liability, except in circumstances found by a judge or jury to be the sole and legal result of the willful misconduct of the County. This duty shall arise at the first claim or allegation of liability against the County.

INTRODUCTION

The County of San Luis Obispo is soliciting written proposals for general printing, copying and related services for various County departments and locations in accordance with the specifications, terms and conditions set forth herein. The intent of this solicitation is to establish a blanket purchase order for various departments, to be used on an as needed, if needed basis. The County makes no guarantee of any minimum monthly or annual amount of services purchased.

Representative quantities processed between May 2011 and April 2012 are noted in Attachment "A".

SCOPE OF SERVICES

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 of San Luis Obispo for the period of one (1) year, with the option to renew on a year by year basis for a maximum of four (4) additional one year (1-year) periods. 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
- Drilling
- Folding
- Stapling
- Binding
- Saddle stitching
- Perforating
- Numbering
- Scoring
- Mailing Services
- Laminating
- Die Cutting
- Crash Numbering

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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 of San Luis Obispo 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.

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 proposal.

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

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

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

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

Placement of Orders – The County exclusively reserves the sole and independent right to make an award in whole or in part or any varying combination. The County also reserves the sole and independent right to award all proposal items to more than one vendor (multiple award contracts). If and where multiple award contracts are made, County departments/agencies may purchase goods and services from one or more awarded vendors. The award may not necessarily be to the lowest vendor but to the proposal that is determined to be professionally and technically able to render services and perform associated work in support of the County and fulfill all contract requirements.

The selected vendor(s) may be invited to quote on specific jobs exceeding \$10,000 each throughout the contract term. Orders for specific jobs will be placed by County staff, based upon quoted price and printer's ability and capacity to meet County's requirements.

Delivery - The Proposer will be given advance notice of individual job delivery requirements. Deliveries shall be made FOB destination to such locations within the County as specified on the purchase orders. Deliveries shall be made in full quantities as specified. On large quantities, deliveries may be split as mutually agreed by the County and the selected vendor(s).

PRINT AND COPY SERVICES

No deliveries shall be made without prior receipt of a blanket purchase order from County Purchasing for each using department, agency, or division that references the successful RFP.

Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment B. A hardcopy of each job described in Attachment B is available for review at 1087 Santa Rosa Street, San Luis Obispo. Proposers can examine sample documents and may be required to provide a sample printing before the award under this RFP is made.

Proposer's Qualifications

Successful Proposers 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.

The County reserves the right to visit and inspect the Proposer's facilities at a mutually agreed upon time to ascertain that the Proposer has the necessary resources to provide the required services. The County shall be the sole judge in determining if the Proposer is qualified to provide the services pursuant to the criteria set forth herein.

SPECIFICATION AND SERVICE PERFORMANCE STANDARDS

1. Services are to be provided Monday to Friday, 8AM to 5PM, except County Holidays.
2. Proposer will acknowledge orders within four (4) hours of submission electronically or verbally.
3. Turnaround time for printing or copying jobs may be 48 hours (2 business days) or less for jobs, with some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the contract.
4. Proposer should 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.
5. Proposer should have the ability to offer pickup and delivery service to end users requiring it for free or for a fixed delivery fee (to be quoted on proposal pricing sheets).
6. 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. Proposer mistakes or copies of unacceptable quality will be corrected immediately at no cost to the County.
7. Proposer will provide individual invoices for each printing job, indicating sufficient detail to verify unit costs are in accordance with contract prices.
8. 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.

PRINT AND COPY SERVICES**COUNTY'S RESPONSIBILITIES**

1. The County staff will provide all relevant job information on the Proposer's Job Order forms, Attachment D, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.
2. County personnel may e-mail, fax or hand deliver any such forms unless the job is being picked up by the Proposer, in which case the job order form will be included with the relevant materials to be picked up.

PRICING

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. Upcharges for colored paper, heavier stock, and finishing such as binding are to be itemized separately on the Proposal Price Sheet, Attachment C.
2. The per copy price quoted is to be based on two business days (within 48 hours) delivery, with additional charges (if any) shown for 4 hour turnaround and while-you-wait delivery.
3. Proposers should quote a per-trip pickup and delivery charge (both one-way and round-trip) for County Government Center and other County facilities where indicated on the Proposal Price Sheet, Attachment C.
4. Prices offered shall be firm for the contract period beginning January 1, 2013 and ending December 31, 2013. A price increase may be allowed for each option period as the result of:
 - a. Manufacturer or Proposer price increases in the product(s) offered;
 - b. Governmental or regulatory agency increases to the trade;
 - c. National Average Consumer Price Index (CPI-U) increases as published by the United States Department of Labor

Any request for a price increase must be substantiated with documentation from the Proposer, a manufacturer, supplier, or governmental agency and must be submitted in writing at least sixty (60) days prior to the effective date of the increase. Such changes shall be subject to acceptance; the County reserves the right to accept those prices or to give sixty (60) days' notice. Overall increases of greater than 3% from prior year prices will not normally be allowed.

No guarantee of usage is given or implied. Proposer agrees to supply all services listed and specified, as needed by the County during the term of the contract, at the prices quoted regardless of the quantity used.

The County's decision will be based on the evaluation of several factors including but not limited to the following:

- Experience on comparably complex multi-department projects of similar duration and with a public entity
- Service standards
- Work history
- Pricing

- Tracking capabilities for all documents
- Document storage and handling processes
- Invoicing management, versatility, billing, and tracking
- Business license
- References

PRIMARY CONTACT

The Proposer shall designate an individual(s) to serve as the primary point of contact for the agreement. The primary contact(s) shall respond to County inquiries within one (1) business day. The Proposer shall not change the primary contact(s) without prior notification to County Purchasing. The primary contact shall provide a telephone number(s) where he/she can be reached during and after normal business hours.

OWNERSHIP OF INFORMATION

All submittals, records, worksheets, reports, documentation and any other related information or data furnished in any format to the Proposer in accordance with the Scope of Services herein is the sole property of the County.

ATTACHMENTS LISTING

- A. QUANTITIES PROCESSED IN RECENT TWELVE-MONTH PERIOD
- B. JOB SAMPLES
- C. PROPOSAL PRICE SHEET
- D. PROPOSER JOB ORDER SUBMISSION FORM
- E. SAMPLE COUNTY CONTRACT
- F. SAN LUIS OBISPO COUNTY CONFIDENTIALITY GUIDELINES

Attachment A

QUANTITIES PROCESSED IN RECENT TWELVE-MONTH PERIOD

| DESCRIPTION | MEASUREMENT | VOLUME |
|----------------------|------------------|-----------|
| Copying, Black only | Each | 3,171,093 |
| Copying, Color | Each | 170,244 |
| Envelopes | Each | 1,114,500 |
| Offset Printing | Impressions | 1,064,299 |
| Padding | Jobs | 183 |
| Cutting | Jobs | 226 |
| Folding | Jobs | 222 |
| Binding | Jobs | 146 |
| Numbering | Jobs | 13 |
| TOTAL NUMBER OF JOBS | All Print & Copy | 2,072 |

Attachment B
JOB SAMPLES

PROPOSER SHALL BE PREPARED TO SUBMIT SAMPLES OF PRINTING JOBS SIMILAR TO THOSE LISTED BELOW ON THIS ATTACHMENT:

Job #1: Annual Budget

Job #2: Business Property Statement

Job #3: Parks Newsletter

Job #4: Departmental Letterhead, 2-color offset

Job #5: Notification of Assessment Value

Job #6: NCR forms

A hardcopy of each job is available for review at the 1087 Santa Rosa Street, San Luis Obispo. Proposer can examine sample documents and may be required to provide a sample printing before the proposal award decision is made.

Attachment C

PROPOSAL PRICE SHEET

Name of Company Proposing: _____

There is no guarantee of number of jobs or copies. All copying prices quoted below are to be all inclusive, covering all set-up, preparation, materials, equipment utilization, labor, packaging

| Item | Unit of Measure | Price Per Copy 1-Sided | Price Per Copy 2-Sided |
|--|-----------------|---------------------------|---------------------------|
| Black & White 8.5" x 11", 20 lb white | Per Sheet | | |
| Black & White 8.5" x 14", 20 lb white | Per Sheet | | |
| Black & White 11" x 17", 20 lb white | Per Sheet | | |
| Black & White 8.5" x 11", 110 lb white | Per Sheet | | |
| Black & White 8.5" x 14", 110 lb white | Per Sheet | | |
| Black & White 11" x 17", 110 lb white | Per Sheet | | |
| 8.5" x 11", 20 lb Color | Per Sheet | | |
| 8.5" x 14", 20 lb Color | Per Sheet | | |
| 11" x 17", 20 lb Color | Per Sheet | | |
| 11" x 17", 20 lb Color (2 up – 75%) | Per Sheet | | |
| 8.5" x 11", 110 lb Color | Per Sheet | | |
| 8.5" x 14", 110 lb Color | Per Sheet | | |
| 11" x 17", 110 lb Color | Per Sheet | | |
| 11" x 17", 110 lb Color (2 up – 75%) | Per Sheet | | |
| Upcharge for colored paper 8.5" x 11" | Per Sheet | | |
| Upcharge for colored paper 8.5" x 14" | Per Sheet | | |
| Upcharge for colored paper 11" x 17" | Per Sheet | | |
| Upcharge for 24 lb white 8.5" x 11" | Per Sheet | | |
| Upcharge for 24 lb white 8.5" x 14" | Per Sheet | | |
| Upcharge for 24 lb white 11" x 17" | Per Sheet | | |
| Upcharge for uncoated cover stock 8.5" x 11" | Per Sheet | | |
| Upcharge for uncoated cover stock 8.5" x 14" | Per Sheet | | |
| Upcharge for uncoated cover stock 11" x 17" | Per Sheet | | |
| Upcharge for coated cover stock 8.5" x 11" | Per Sheet | | |
| Upcharge for coated cover stock 8.5" x 14" | Per Sheet | | |
| Upcharge for coated cover stock 11" x 17" | Per Sheet | | |
| NCR, 2-Part, Single-sided | Per Set | | |
| NCR, 2-Part, Double-sided | Per Set | | |
| NCR, 3-Part, Single-sided | Per Set | | |
| NCR, 3-Part, Double-sided | Per Set | | |
| NCR, 4-Part, Single-sided | Per Set | | |
| NCR, 4-Part, Double-sided | Per Set | | |
| NCR, 5-Part, Single-sided | Per Set | | |

| | | |
|------------------------------------|-----------|--|
| NCR, 5-Part, Double-sided | Per Set | |
| Letterhead, 2-color offset printed | Per Sheet | |
| Envelopes, #10 Regular | Per 250 | |
| Envelopes, #10 Window | Per 250 | |
| Envelopes, #9 Regular | Per 250 | |

| Finishing Services | Unit of Measure | Price per Unit |
|------------------------------------|------------------------|-----------------------|
| Three-hole punch | Per Sheet | |
| Two-hole punch | Per Sheet | |
| Stapling | Per Document | |
| Perforation | Per Sheet | |
| Index Tabs Black &White, one-sided | Per Tab | |
| Index Tabs Black &White, two-sided | Per Tab | |
| Index Tabs Color, one-sided | Per Tab | |
| Index Tabs Color, two-sided | Per Tab | |
| Side stitch | Per Document | |
| Saddle stitch 5.5" x 8.5" | Per Document | |
| Saddle stitch 8.5" x 11" | Per Document | |
| Comb binding small* | Per Document | |
| Comb binding medium* | Per Document | |
| Comb binding large* | Per Document | |
| Spiral/Coil binding small* | Per Document | |
| Spiral/Coil binding medium* | Per Document | |
| Spiral/Coil binding large* | Per Document | |
| Tape/Thermal small* | Per Document | |
| Tape/Thermal medium* | Per Document | |
| Tape/Thermal large* | Per Document | |
| Perfect bind | Per Document | |
| Laminating | Per _____ | |
| Drilling | Per _____ | |
| Cutting | Per _____ | |
| Numbering | Per _____ | |
| Padding | Per Pad | |
| Folding | Per Document | |
| Mail Insertion | Per Envelope | |
| Mail Insertion – Print/Stuff/Mail | Per _____ | |

*Binding size definitions are as follows:
 i. Small = up to 1 inch thick
 ii. Medium = 1 -1.5 inches thick
 iii. Large = greater than 1.5 inches thick

| Item – Labor Rates | Unit of Measure | Price per Unit |
|--|----------------------------|----------------|
| Typesetting | Minimum Charge Per Hour | |
| Cost to run scheduled delivery to/from County Government Center downtown locations once per work day | Daily charge (if any) | |
| Pick up or delivery to County Government Center downtown locations on demand | Per trip/job | |
| Pick up or delivery to delivery to other County facilities (within SLO city limits) | Per trip | |
| Pick up or delivery to delivery to other County facilities (within SLO County) Provide price per City if applicable | Per trip | |
| Expediting charge for 4 hour delivery, if any | Per job | |
| Expediting charge for 1 hour (or while you wait delivery), if any | Per job | |

Indicate "N/A" in Price column if you do not provide the service.

Attach additional price list for other services you may offer, such as wide format printing and plotting, blueprint reproductions, banners and posters, etc.

Indicate any volume discounts available for individual jobs.

Attachment D

PROPOSER JOB ORDER SUBMISSION FORM

Attach a sample Job Order submission form.

Attachment E
SAMPLE COUNTY CONTRACT
**CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this ____ day of _____, 20__, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and _____ an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special services and advice in printing and reprographic services; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services:

Photocopying, offset printing, cutting, collating, padding, drilling, folding, stapling, binding, saddle stitching, perforating, numbering, scoring, mailing services, laminating, die cutting, crash numbering, padding, typesetting, graphic design and artwork.

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, at the rates specified in the RFP#1194 response Attachment C, within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Pricing.** Prices offered shall be firm for the contract period beginning January 1, 2013 and ending December 31, 2013. A price increase may be allowed for each option period as the result of:

1. Manufacturer or Proposer price increases in the product(s) offered;
2. Governmental or regulatory agency increases to the trade;
3. National Average Consumer Price Index (CPI-U) increases as published by the United States Department of Labor

Any request for a price increase must be substantiated with documentation from the Proposer, a manufacturer, supplier, or governmental agency and must be submitted in writing at least sixty (60) days prior to the effective date of the increase. Such changes shall be subject to acceptance; the County reserves the right to accept those prices or to give sixty (60) days' notice. Overall increases of greater than 3% from prior year prices will not normally be allowed.

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4. **Billing.** Contractor shall submit to the County, on a per job basis, a detailed statement of services performed, including itemization of the work performed.

5. **Term of Contract.**

This Contract shall commence on January 1, 2013, for an initial term of one (1) year until December 31, 2013, with the option to renew on a year by year basis for a maximum of four (4) additional one year (1-year) periods, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

6. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party 60 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

7. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

8. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor or agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

9. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and

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executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

10. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

11. Covenant. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

12. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

13. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

14. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

15. Indemnification. Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all

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such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

- a. Violation of statute, ordinance, or regulation.
- b. Professional malpractice.
- c. Willful, intentional or other wrongful acts, or failures to act.
- d. Negligence or recklessness.
- e. Furnishing of defective or dangerous products.
- f. Premises liability.
- g. Strict Liability.
- h. Inverse condemnation.
- i. Violation of civil rights.
- j. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

16. Insurance Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

PRINT AND COPY SERVICES**A. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

i. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (“CGL”)

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein “ISO”) Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor’s work under this Agreement.

ii. BUSINESS AUTOMOBILE LIABILITY POLICY (“BAL”)

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 “Any Auto” (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

iii. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE POLICY (“WC/EL”)

This policy shall include at least the following coverages and policy limits:

a. Workers’ Compensation insurance as required by the laws of the State of California; and

b. Employer’s Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein “BI”); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

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Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

C. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- i. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- ii. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- iii. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- iv. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- v. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- vi. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- vii. Deductibles and self-insured retentions must be declared (All Policies).

D. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and

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affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

E. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of "A-FSCVII" or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

List County Department & Contact

17. Records.

- a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.
- b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

18. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

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The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and _____ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

19. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

and to the Contractor:

20. **Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

21. **Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. **Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract shall be made available to any individual or organization by Contractor without the prior written approval of County.

23. **Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: _____
Deputy County Counsel

Date: _____

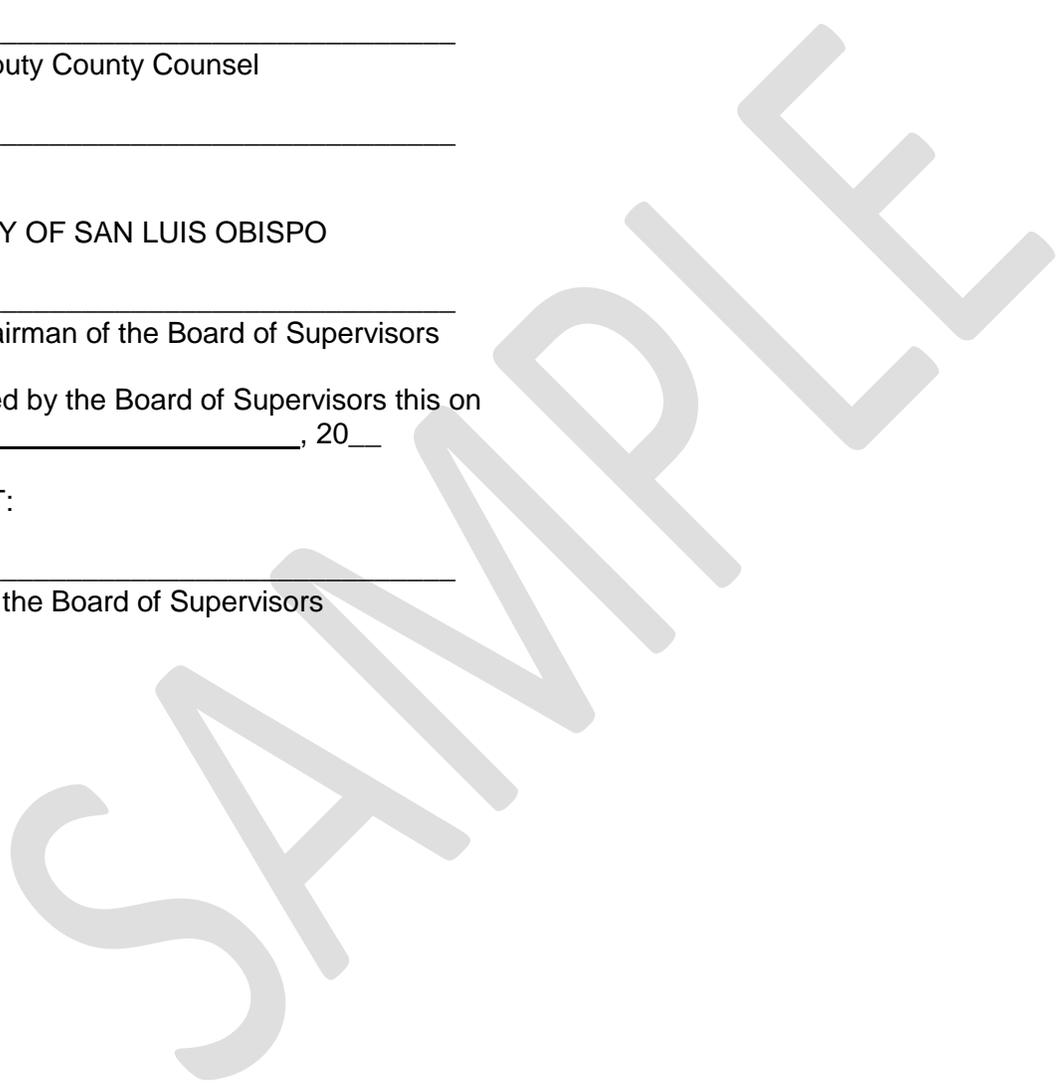
COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on
_____, 20__

ATTEST:

Clerk of the Board of Supervisors



CONTRACTOR:

Title: _____

Date: _____

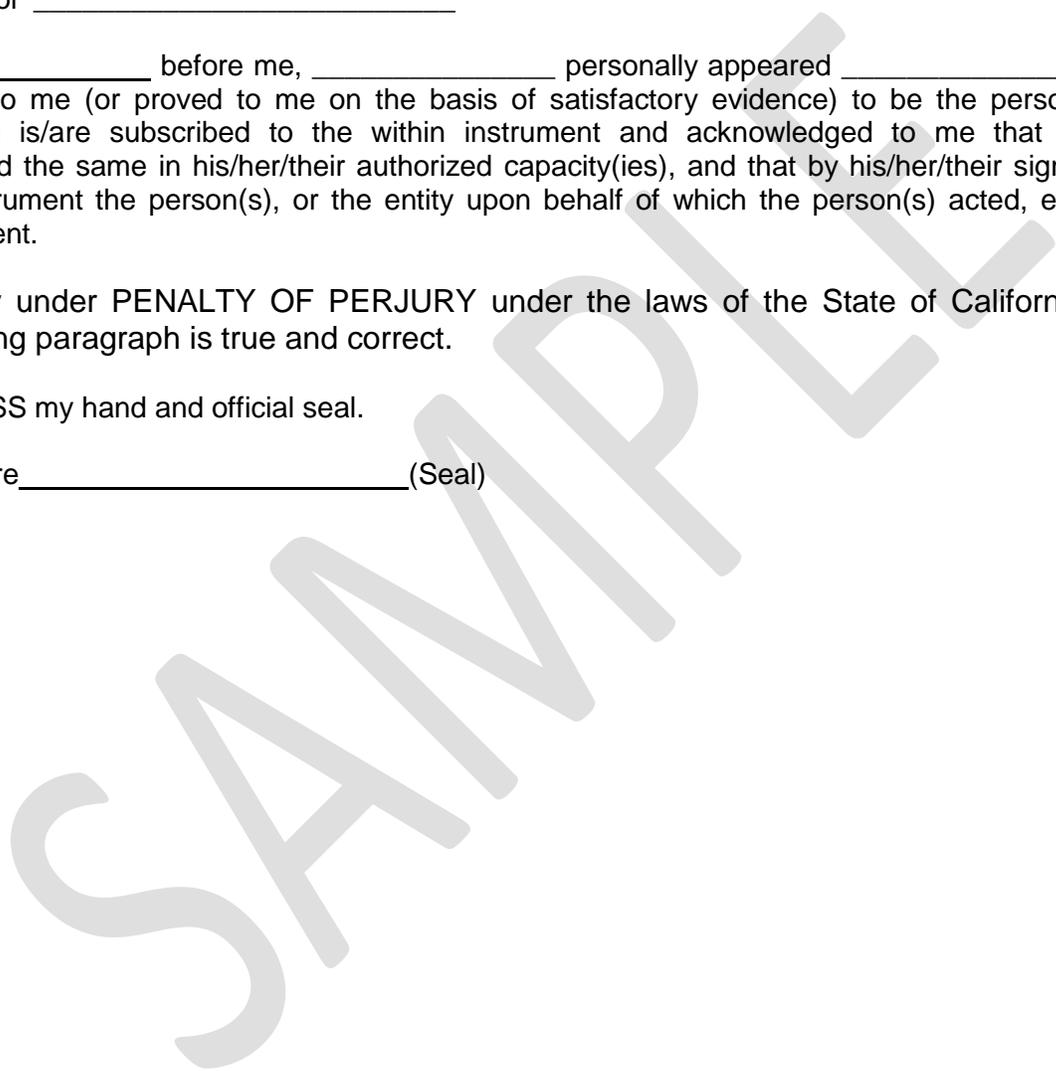
State of California
County of _____

On _____ before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



Attachment F**SAN LUIS OBISPO COUNTY**

Confidentiality Guidelines

I UNDERSTAND THAT WHILE PERFORMING MY OFFICIAL DUTIES I MAY HAVE ACCESS TO CONFIDENTIAL INFORMATION, I UNDERSTAND THAT:

- Confidential information includes, but is not limited to, information on patients, clients, human resources, payroll, fiscal, research, computer system, management information and personal access codes.
- Confidential information is not available to the public.
- Special Precautions are necessary to protect this type of information from unlawful or unauthorized access, use, modification, disclosure, or destruction.
- These guidelines are not meant to be all-inclusive

I AGREE TO:

- Access, use or modify confidential information only for the purposes of performing my official duties.
- Never access, use, modify, review, disseminate or disclose confidential information out of curiosity or for personal interest or advantage.
- Never show, discuss, or disclose confidential information to or with anyone who does not have the legal authority.
- Never retaliate, coerce, threaten, intimidate, or discriminate against or take other retaliatory actions against individuals or others who file complaints or participate in investigations or compliance reviews.
- Never remove confidential information from the work area without authorization.
- Never share passwords with anyone or store passwords in a location accessible to unauthorized persons.
- Maintain required confidentiality by logging off my computer or locking access with a secure password on a secure operating system prior to leaving the terminal unattended for any length of time.
- Always store confidential information in a place physically secure from access by unauthorized persons.
- Dispose of confidential information by utilizing an approved method of destruction. I will not dispose of such information in wastebaskets or recycle bins.

I UNDERSTAND THAT PENALTIES FOR VIOLATING ONE OF THE ABOVE CONFIDENTIALITY GUIDELINES MAY INCLUDE DISCIPLINARY ACTION, CIVIL OR CRIMINAL PROSECUTION.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONFIDENTIALITY GUIDELINES PRINTED ABOVE.

Name: Print first, middle initial, last

Signature