

# **CITY OF MANHATTAN BEACH REQUEST FOR PROPOSAL**

RFP No. 1308-23

PRINTING AND DIRECT MAILING SERVICES

RELEASE DATE: May 8, 2023



**Dru Leonard**

**Purchasing Analyst**

**(310) 802-5569**

DEADLINE FOR QUESTIONS: May 17, 2023

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/citymb>

# 1. LEGAL NOTICE

## 1.1. Request for Proposal

PROPOSAL NUMBER: 1308-23

PROPOSAL TITLE: Printing and Direct Mailing Services

REQUESTING DEPARTMENT: Finance Department

RELEASE DATE: Monday, May 8, 2023

DUE DATE: Tuesday, May 30, 2023 at 3:00 pm PST

Notice is hereby given that proposals will be received via the City's e-Procurement Portal, Procurenow (<https://secure.procurenow.com/portal/citymb>).

Sealed proposals must be submitted via the City's e-Procurement Portal. Proposals will be received until 3:00 pm PST on Tuesday, May 30, 2023.

Proposals will be evaluated for compliance with specifications and subsequent recommendation to the City Council for award of bid or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Proposals received after the deadline will not be accepted. Faxed or emailed proposals are not acceptable.

Please direct any inquiries regarding this RFP through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Wednesday, May 17, 2023 by 12:00 pm.

Dated: Monday, May 8, 2023

Dru Leonard, Purchasing Analyst

## 2. INTRODUCTION

### 2.1. Summary

The City of Manhattan Beach is seeking proposals for printing and direct mailing services. The printing needs of the City are diverse and include both digital and offset. Examples of printing requirements include, but not limited to, flyers, brochures, business cards, envelopes, door hangers, blank forms and business cards and annual financial budget books. Requests vary in quantity from a few hundred to up to 15,000.

Currently there is no data available as to the specific annual printing volume that the City does each year, or pricing for the items that may be listed in this RFP. The City spends approximately \$60,000 annually for printing services, not including direct-mailing services. However, there is no guarantee that this amount will be met or exceeded at any time during the term of the contract.

### 2.2. Contact Information

**Dru Leonard**

Purchasing Analyst

3621 Bell Ave.

Manhattan Beach, CA 90266

Email: [dleonard@citymb.info](mailto:dleonard@citymb.info)

Phone: [\(310\) 802-5569](tel:(310)802-5569)

**Department:**

Finance Department

### 2.3. Timeline

<b>Release Project Date</b>	May 8, 2023
<b>Question Submission Deadline</b>	May 17, 2023, 12:00pm
<b>Proposal Submission Deadline/Opening</b>	May 30, 2023, 3:00pm City's e-Procurement Portal, OpenGov ( <a href="https://secure.procurenow.com/portal/citymb">https://secure.procurenow.com/portal/citymb</a> )

### 3. INSTRUCTION TO PROPOSERS

#### 3.1. Submittal of Proposals

All Proposals must be submitted via the City's e-Procurement Portal, [ProcureNow](#).

#### 3.2. Questions

All questions related to this RFP shall be submitted in writing through the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, May 17, 2023 by 12:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

Proposers shall create a FREE account with OpenGov by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to <https://secure.procurenow.com/portal/citymb>, click on "Submit Response", and follow the instructions to submit the electronic proposal.

#### 3.3. Addenda

The City may, from time to time, issue Addenda to the Contract Documents. Any addenda shall be posted on the City's e-Procurement Portal. Addenda notifications will be emailed to all persons on record as following this RFP. Failure of any bidder to receive any such addenda or interpretation shall not relieve such proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

#### 3.4. Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Proposer" "Vendor," "Supplier," or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.

#### 3.5. Proposal Withdrawal

Proposals may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in ProcureNow. A proposal may be withdrawn without prejudice with the responding firm being able to submit another proposal at any time up to the deadline for submitting proposals prior to the proposal opening. Proposals must remain valid and shall not be subject to withdrawal for 90 Days after the Proposal opening date.

#### 3.6. Filing Date

All proposals must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the office of the Purchasing Agent for the City of Manhattan Beach (310) 802- 5567.

### 3.7. The Contract

The Proposer to whom the award is made will be required to enter into a written contract with the City. The contract may be in the form of a purchase order. A copy of the Notice Inviting Proposals, the vendor Proposal, and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of City and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

### 3.8. Reservations

The City Council reserves the right to reject any and all proposals received; to take all proposals under advisement for up to 90 days after opening; to waive any informality on any proposal; and to be the sole judges of the relative merits of the material mentioned in the respective proposals received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject proposals that are not accompanied by the requested information.

### 3.9. Proposal Form

- No telephone or facsimile proposals will be accepted.
- If the proposal is made by an individual, it must be signed by the full name of the Proposerr and include the Proposer's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- Blank spaces in the Proposal must be properly filled in using ink or typewriter.
- The phraseology of the proposer must not be altered in any way.
- Proposals are subject to acceptance by the City for a period of 90 days, unless a different period is prescribed in the Proposal by the proposer.
- Proposers are invited to attend the proposal opening at the date and time City advised above.
- Proposal results are available by calling the office of the Purchasing Agent at (310) 802-5569.

## 4. SCOPE OF WORK

### 4.1. Summary

This RFP is intended to cover all labor, tools, equipment, materials, means, and any supervision necessary to provide complete printing and related services necessary to the City of Manhattan Beach. Printing services are defined as those services, which are normally a part of a full service print shop and may include, but not limited to the following:

Typesetting	Bindery Services	Saddle Stitching	Graphic Design
Artwork Composition	Scoring & Folding		Padding

### 4.2. Printing Processes

Under most circumstances, the contractor will determine the most appropriate and cost-effective method of reproducing a job (digital or offset).

- A. Placement of Orders: The selected contractor may be asked to quote on specific jobs throughout the contract term prior to placement of an order by the City.
- B. Job List: A list of the type of services commonly required by the City are listed in Attachment 1.
- C. Delivery: Each Department shall be assigned a work center code for billing purposes. Unless otherwise specified, delivery shall be to the following locations:

Workcenter No.	Department	Address (zip code 90266)	Additional Information
11	Management Services	1400 Highland Ave. MB, CA	2 <sup>nd</sup> Floor
11	City Attorney	1400 Highland Ave. MB, CA	2 <sup>nd</sup> Floor
12	Finance Department	1400 Highland Ave. MB, CA	2 <sup>nd</sup> Floor
12	Purchasing (Gen. Svcs.)	3621 Bell Ave. MB, CA	Bldg. B-12
13	Human Resources	1400 Highland Ave. MB, CA	1 <sup>st</sup> Floor
14	Parks & Recreation	1400 Highland Ave., MB, CA	2 <sup>nd</sup> Floor
15	Police Department	420 15 <sup>th</sup> Street, MB, CA	Front Counter
16	Fire Department	400 15 <sup>th</sup> Street, MB, CA	Left Side of Hallway
17	Community Development.	1400 Highland Ave., MB, CA	2 <sup>nd</sup> Floor
18	Public Works Admin.	3621 Bell Ave. MB, CA	Bldg. C-1
18	Engineering	3621 Bell Ave., MB, CA	Bldg. A-2
19	I.T. Department	1400 Highland Ave., MB, CA	1 <sup>st</sup> Floor

- D. Direct Mailing Services: The Contractor is required to provide direct mailing services, including postage, when needed. Mailing services may be for jobs printed directly by the Contractor, or for published materials obtained from different sources. Mailing lists may or may not be available from the City. The Contractor must obtain mailing lists from whatever sources are available, based on the target list and postage requirements identified by the City. Direct mailing service may include, but not limited to, List Rental (one-time use), non-named resident list (simplified list), specific address or business, or postal customers. Contractor should have the ability to use its own mailing permits and pay for postage

fees necessary to mail out the materials on a reimbursable basis for bulk/standard rate, first-class presorted or first class). The cost of postage, plus an administrative and handling fee, may be added to the invoice. Postage fees may be paid for by the department via credit card. However, this must be agreed to in advance by the department and the Contractor. Contractor must have the following Direct Mailing Services capabilities:

- **CASS Certification**  
Coding Accuracy Support System (CASS), which, improves delivery of mail piece and maximizes postage savings by adding Zip+4 codes to mailing list where possible. The CASS Certification process also helps determine certain address problems and standardizes addresses to Postal Service formatting. The correct Zip+4 allows the application of postal barcodes to mail pieces, which qualifies mail for Mail Class discounts.
- **Zip+4**  
The standard ZIP Code is a system of 5 digit codes that identify the individual post office or area delivery station associated with the address. The additional 4 digits identify a specific range of delivery addresses.
- **Barcoding**  
Barcodes make it possible for the mail processing equipment to quickly process these pieces, lowering mail-processing and delivery costs. The savings are passed on to consumers through lower postage rates.

#### 4.3. Specification and Service Performance Standards

1. Services to be provided 8:00AM to 5:00PM, M-F, except on closed City Holidays.
2. Turnaround time for digital printing must be three (3) business days or less, and within seven (7) business days or less for offset printing. Exceptions to these timeframes will need to be discussed with end-users on an as-needed basis.
3. Contractor must have the ability to make minor format changes to artwork (if needed), prior to printing any particular job.
4. It is highly desirable that the Contractor possess online order capability for recurring jobs, as well as a file transfer protocol (FTP) site to maintain artwork files. In the absence of these two elements, the City may consider alternative solutions to achieve the same goals. However, it is up to the bidder to fully explain to the City how these requirements will be achieved.
5. All copies produced must be of commercially accepted quality. For instance; properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. Vendor mistakes that result in unacceptable quality will be corrected by the Contractor immediately at no cost to the City. The City is responsible for reprinting jobs only when errors result from City's errors.

Contractor will provide individual invoices for each print job, showing sufficient detail to verify unit costs are in accordance with contract prices. Invoices may be emailed to the end users, to be paid with credit

card or by check. Under no circumstances may credit cards be charged until an invoice is issued, and the product has been delivered

#### 4.4. Qualifications

A. Contractor must be and have been actively engaged in printing, copying and direct mailing services for the past five years, and must have sufficient staff and resources to undertake the City's services and requirements described herein. Account management is an essential element of this contract. Contractor must provide a designated local account manager and support staff during the term of the contract. Centralized customer service center in lieu of a dedicated account manager and support team is not acceptable.

B. Contractor must demonstrate, to the City's satisfaction, that it can produce high quality work. The City will perform verification of qualifications through whatever means necessary (references, samples of work, visitation of the bidder's plant, etc.) to ascertain that the bidder meets the requirements specified herein. The City shall be the sole judge in determining the Contractor's qualifications in accordance with the criteria set forth in this RFP, and such determination shall be binding.

#### 4.5. Account Management

The City requires competent technical and staff support from the Contractor. Contractor must provide a dedicated account manager plus technical and administrative and finance staff who will be assigned to work with the City's account. The account manager must be physically located in the greater Los Angeles/Orange County metropolitan area, and must be knowledgeable to be able to advise end users on technical printing matters. In addition, Contractor must provide inside customer service staff to help set-up online accounts, track orders, invoices, etc. Failure by the Contractor to provide and maintain the necessary staff to prevent degradation of service, shall be cause for cancellation of the contract.

#### 4.6. Online Order Management

Online order management system and a file transfer protocol (FTP) site will be instrumental to:

- 1) Quickly reorder any commonly purchased print orders from a customized online catalog
- 2) Place a new order on which to submit new specifications quickly and efficiently
- 3) Send a file – to include files up to 2GB in a variety of formats
- 4) View a proof or edit a file before it's printed
- 5) Pay online – capable of accepting payment with credit card or open account
- 6) View order history – to simplify the reordering process by editing past orders
- 7) Ability to make changes or revisions on the FTP site to any previously submitted file or artwork

The City may request a demonstration of the Contractor's online order management system and FTP site to ensure it meets the requirements indicated.

The City's Purchasing staff (Contract Managers) shall have full access rights to the City's online order management system to view files, order history, etc. The Purchasing Manager or designee will provide

the vendor a list of employees who are authorized to have access to the vendor's online order management and FTP site.

#### 4.7. Proofs

Close communication between customer and Contractor is key in obtaining desired printing results. Contractor shall work closely with customers to ensure that the customer's requirements are identified correctly. Proofs should be provided whenever possible, particularly for more complex or color print jobs, before proceeding with final production.

When jobs are to be printed in color, the Contractor, as the technical expert on the subject matter, shall advise the users of the possible color variations that may result from the different types of printing formats employed (digital or offset). If customer fails to describe the specific printing methodology for the job, or asks for no proof, the Contractor should check with customer to ensure requirements are fully communicated. Should customer sign off on a proof, and there is dissatisfaction with the final product, customer is responsible for the outcome. If dissatisfaction with the results is due to the Contractor's failure to obtain a signed proof, or for reasons that are under the Contractor's control, the Contractor shall re-accomplish the job at no additional cost to the City.

#### 4.8. Intellectual Property

It is understood and agreed that ownership of artwork – whether furnished by the City or produced by the Contractor on behalf of the City – is considered work for hire under U.S. copyright laws; and as such, the City of Manhattan Beach will own the copyright. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including artwork, copyrights, trademarks, logos, drawings and/or blueprints. The Contractor shall relinquish any artwork that is in the custody of the Contractor in any form upon immediate request by the City, or within five (5) business days after completion of the contract.

#### 4.9. Green Products

The City supports the use of eco-friendly products whenever possible provided such products are not cost-prohibitive. For purposes of this contract, all photocopying will be accomplished using 30% post-consumer waste recycled paper, unless the department requires other type of paper. Offset printing shall be accomplished in organic type ink suitable for running through LaserJet printers, unless the use of such ink is not practical for the job in question. Inks and paper should contain at least one of the following Chain-of-Custody certifications or Environmental Seals:

FSC – Forest Stewardship Council Certification

SFI – Sustainable Forest Initiative Certification

PEFC – Program for the Endorsement of Forest Certification schemes

Additional Environmental Certifications and Seals:

Green Seal (promotes the manufacture, purchase and use of environmentally responsible products and services)

Green-e (offers certification and verification of renewable energy and greenhouse gas mitigation products)

Recycled Seal (designates paper products containing recovered fiber, includes pre or post-consumer sources, or both)

Chlorine Free Seal (promotes total chlorine free policies, programs, and technologies throughout the world)

#### 4.10. Pick-Up Service

Printing orders will be placed online by the customer to the maximum extent possible. For jobs where the use of FTP site is not feasible or practical, Contractor must pick up artwork from the using department within (1) to (3) business days after notification by the City, depending on the urgency of the job.

#### 4.11. Deliveries

Method of delivery of finished products is at the discretion of the Contractor, unless customer requests a specific type of delivery for a specific job. The cost of delivery should be included in the cost of printing; however, it may be charged separately but must be annotated on the Pricing Sheets in Attachments 1.

Shipping labels on packages shipped must include the Name of recipient, Department, and the address of the facility. For example:

City of Manhattan Beach

Attn: John Doe

Parks & Recreation

1400 Highland Ave.

Manhattan Beach, CA 90266

#### 4.12. Cost Proposal

All prices quoted on the Cost Proposal sheet must include paper stock, supplies, proofs, packaging, consumables, overhead and any other related cost not specifically mentioned herein. For bid purposes, all per copy prices must include the cost of paper, ink, toner, labor and equipment necessary to produce the quantities required.

The City will expect the cost of all plates, negatives to be included in the cost per- thousand quoted for offset printing. Overruns and under-runs shall not exceed five percent (5%), unless a smaller percentage is specified by the department. Pricing shall be firm for the initial year of the contract. Adjustments may be proposed after the initial year, but no more than once annually, and, such increases may not exceed the change in the previous 12-month period of the Consumer Price Index for the Los Angeles area, except in the event of extraordinary increases in the cost of paper. In the event of paper manufacturer's price increases exceeding 10%, an equitable price adjustment or alternative will be negotiated, based on the pass-through of the increased raw material cost. All price increase requests must be supported by relevant documentation; such as letters of price increases from paper manufacturers.

#### 4.13. Invoicing and Payment

The City will issue a Contract Purchase Order, which must be referenced on all invoices. Invoices will be paid with purchasing cards to the maximum extent possible (up to \$4,999) including all fees, delivery and sales tax. If the cost of services is \$5,000 or greater, payment will be on account with terms of net-30. Providing the name of the person ordering will help expedite payment. Invoices in the amount of \$5,000 or less may be submitted directly to the employee who placed the order. Receipts for credit card payment shall be emailed to the user within 72 business hours after the date of the transaction. If invoice amount is \$5,000 or greater, submit invoices to accounts payable via email at: [invoices@manhattanbeach.gov](mailto:invoices@manhattanbeach.gov) Invoices paid on account, shall be net-30 from receipt of a properly prepared invoice. Invoices for \$5,000 or greater may be mailed through the USPS. Monthly statements are encouraged. Statements shall be mailed the following:

City of Manhattan Beach

Attn: Accounts Payable

1400 Highland Avenue

Manhattan Beach, CA 90266

## **5. EVALUATION PROCESS**

### **5.1. Evaluation Process Overview**

Vendors will be evaluated based on the criteria provided in the solicitation document.

### **5.2. Cost Liability**

The City assumes no responsibility and bears no liability for costs incurred by bidders for any costs incurred in the preparation and submittal of a proposal. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

## 6. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Contractor's Qualifications and Experience</b>	Points Based	20 <i>(20% of Total)</i>
2.	<b>Availability of Trained Staff</b>	Points Based	20 <i>(20% of Total)</i>
3.	<b>References</b>  These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.	Points Based	20 <i>(20% of Total)</i>
4.	<b>Cost</b>	Points Based	40 <i>(40% of Total)</i>

## 7. TERMS AND CONDITIONS

### 7.1. Cost Liability

The City assumes no responsibility and bears no liability for costs incurred by bidders for any costs incurred in the preparation and submittal of a proposal. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

### 7.2. General Conditions

The City will not reimburse respondents to this Invitation to Bid for any costs incurred in the preparation and submittal of the proposal. Further, the request does not obligate the City of Manhattan Beach to accept or contract for any expressed or implied services. The City reserves the right to:

- Request any firm/person submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected Contractor;
- Modify or alter any requirements herein, and;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.

### 7.3. Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

### 7.4. Payments and Invoicing

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. The City may consider prompt payment discounts when calculating the lowest bid if the end result benefits the City. The City will not remit payment without an invoice.

Vendor can send invoices to [invoices@citymb.info](mailto:invoices@citymb.info) or mail to:

City of Manhattan Beach  
Attn: Accounts Payable  
1400 Highland Ave.  
Manhattan Beach, CA 90266

Invoice shall be submitted on standard company forms on a monthly basis (if applicable) and shall contain the following information: (1) invoice number, (2) invoice date, (3) invoice period, (4) a brief description of work including location, (5) the purchase order or contract number, (6) total amount requested, (7) contractors tax ID number, (8) packing slip, and (9) if applicable, City contact name.

Payment will be made after invoice approval by the Contract Administrator, subject to the routine processing requirements of the City. Questions regarding the payment process can be emailed to [invoices@citymb.info](mailto:invoices@citymb.info).

### 7.5. [Delivery](#)

All deliveries of such items to be furnished must be made to job sites or City warehouse within the boundaries of the City of Manhattan Beach. Where a specific delivery schedule is required, proximity to that schedule will be a consideration.

### 7.6. [Packing and Shipping](#)

All deliveries must be shipped F.O.B. destination. Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

### 7.7. [Manufacturer's Warranty](#)

Bids shall be accompanied by a copy or description of the manufacturer's warranty for the item(s) proposed. The description shall include the length and scope of the warranty, and will be evaluated as a factor in award of bid.

### 7.8. [Authorized Distributor/Dealer](#)

Any successful bidder must be an Authorized Distributor/Dealer for the product offered. The City reserves the right to request documentation at any time.

All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the goods shall remain with the vendor until delivered to and accepted by the City. The City may reject any goods that do not conform to the terms and conditions. Any goods rejected may be returned to the vendor at their risk and expense.

### 7.9. [Business License](#)

The successful Contractor will not be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

### 7.10. [Licenses](#)

Contractor shall be responsible for all licenses and permits required to perform this work in accordance with Federal, City and local requirements and shall pay all fees resulting there from.

### 7.11. [Government Regulations](#)

The bidder shall comply with all Federal, State, City, and local regulations/laws pertaining to the Printing and Direct Mailing Services.

### 7.12. [Errors/Omissions](#)

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Bid. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

### 7.13. Force Majeure

The vendor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- A. When such performance is prevented by operation of law.
- B. When such performance is prevented by an irresistible superhuman cause.
- C. When such performance is prevented by an act of the public enemies of the United States of America, or the City of Manhattan Beach, or by strike, mob violence, fire, delay in transportation beyond the control of the vendor, or unavoidable casualty.
- D. When such performance is prevented by the inability of the vendor to secure necessary materials, supplies, or equipment by reason of:
  - 1. Appropriation of use thereof by the Federal Government or,
  - 2. Regulations imposed by the Federal Government.

No other Force Majeure clauses or conditions may be inserted in this bid and any changes in the conditions herein will cause the bid to be rejected.

### 7.14. Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the City, at its option, may terminate or cancel the contract, and at the expense of the Contractor, complete the contract with an alternate Contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

### 7.15. Conflict of Interest

It shall be the duty of the Contractor to comply with all applicable and City and federal laws relating to the prohibited conflicts of interest. As part of its response to the RFP, the Contractor shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve calendar months immediately preceding and including, the date the Contractor's response to the RFP is filed. In addition, the Contractor shall disclose in writing, any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contacts for the project. The Contractor shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of the contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

### 7.16. Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

### 7.17. Department Policy for Grant Funded Purchases

Contractor guarantees that it, its employees, Contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

### 7.18. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- A. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the City certification, such prospective participant shall attach an explanation to this bid.

### 7.19. Protest Procedures

The City will accord all prospective vendors fair and equal consideration in the solicitation and award of contracts. Any bidder or proposer may protest the solicitation process (10 working days prior to bid opening), the amendment (10 working days prior to bid opening or 5 working days after amendment issuance, whichever is later), or evaluation process (5 calendar days after notification of award or publicly posted); however, protests must be filed in writing within the above time frames. Protests must include name, address, telephone number and email address of the protester and/or the person representing the protesting party. The protest must provide in detail, all grounds for the protest including all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest. Any protest not conforming to these requirements may be rejected as invalid. Additional information from the protester may be requested by the Department Director or designee.

Protests will be considered and either sustained or denied, in part or in whole, by the Department

Director or designee. When sustained, the awarding authority may, based on the evidence presented reject all bids and order a re-solicitation or recommend an alternate award. Once a protest has been filed, no solicitation shall be awarded until a final determination on the protest has been issued. Protests not meeting the above time frames shall be considered untimely and may be denied on that basis.

A protest decision should ordinarily be written and published within 10 working days of protest receipt. However, the response period may be extended if additional time is required to evaluate information pertinent to the protest.

Decisions of the Department Director or designee may be appealed to the City Manager, or designee, by the protester within 5 working days after the decision is issued to the protester. The City Manager's decision, generally within 15 working days, shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

#### 7.20. Contract

No agreement shall be binding upon the City until a Contract is completely executed by the Contractor, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer.

#### 7.21. Contract Termination

The City of Manhattan Beach may terminate without cause at any time. The Contractor may cancel the contract upon 30 days written notice

#### 7.22. Termination for Default

The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress or fail to remedy discrepancies within the time set forth in any Cure Letter sent to the Contractor by the Purchasing Manager. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided under this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### 7.23. Termination for Convenience

The City may - by written notice stating the extent and effective date - terminate any resulting contract for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the services or pro-rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination not otherwise recoverable from other sources by the Contractor as approved by the City. With respect to the undelivered or unacceptable portion of the Agreement, the amount of compensation shall in no event exceed the total price of the services rendered. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order

#### 7.24. Contract Extension to Other Cities/Agencies

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Manhattan Beach, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Bidder and the piggybacking agency.

#### 7.25. Disqualification

Incomplete submissions may result in disqualification.

## 8. VENDOR QUESTIONNAIRE

### 8.1. .... [Authorized Person\(s\)\\*](#)

Please upload a document containing the following information for each person(s) authorized to submit a response on behalf of your organization:

- Name
- Title
- Phone Number
- Email Address

In addition, please upload your corporate seal and signature here.

\*Response required

### 8.2. .... [Type of Business\\*](#)

Please provide how your business is categorized.

\*Response required

### 8.3. .... [Type your Legal Company Name here\\*](#)

Please enter your Legal Company Name in the associated link and attach a copy showing "Active" status. This will be verified against the State's database.

\*Response required

### 8.4. .... [Federal Debarment\\*](#)

Is your company on the Federal debarment list?

- Yes
- No

\*Response required

### 8.5. .... [Federal Debarment Document](#)

Please upload your Federal Debarment document. This can be found at <https://sam.gov/content/exclusions/federal>

8.6. .... [Fo](#)  
[rm Responses\\*](#)

Please upload all documents pertaining to the responses to the 1308-23 Pricing and Direct Mailing Services Form which can be found in the attachment section of this RFP.

\*Response required

8.7. .... [Re](#)  
[ferences\\*](#)

Please upload at least 3 references pertaining to the firm's past projects. These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.

\*Response required

8.8. .... [Co](#)  
[st\\*](#)

Please upload all costs pertaining to the proposed scope of work. Utilize the 1308-23 Printing and Direct Mailing Services Cost Proposal sheet as your template which can be found in the attachment section of this RFP.

\*Response required

8.9. .... [Sa](#)  
[mple Agreement\\*](#)

Please confirm you have reviewed the attached sample agreement.

Yes

No

\*Response required

8.10. .... [Av](#)  
[ailability of Documents\\*](#)

If awarded the contract, contractor agrees to provide W-9 and required insurance documents per the sample agreement within 72 hours of award.

Yes

No

\*Response required