

CITY OF SANTA MONICA



COLOR/B&W PRINTER FOR PRINT SHOP

REQUEST FOR PROPOSALS

Records and Election Services

RELEASE DATE: August 11, 2022

DEADLINE FOR QUESTIONS: August 19, 2022

RESPONSE DEADLINE: September 2, 2022, 3:00 pm

APPROVED FOR ADVERTISEMENT

CITY CONTACT:

Rigo Calderon

City of Santa Monica
Request for Proposals
Color/B&W Printer for Print Shop

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1 INTRODUCTION

1.1 Summary

The City of Santa Monica, (referred to hereafter as "the City") is inviting proposals from contractors interested in leasing the City a High Speed Color Printer, that can handle all of our Black and White printing as well, for an initial term of 60 months with the option for annual renewal to be exercised at the City's discretion.

1.2 Contact Information

The City has designated Rigo Calderon, as its contact (the "City Contact") for this request for proposals (this "RFP"). The City Contact's information is listed below:

Any inquiries or requests regarding this procurement should be submitted via ProcureNow. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

Rigo Calderon

Support Service Supervisor
2500 Michigan Ave
Building 3
Santa Monica, CA 90404
Email: rigoberto.calderon@smgov.net
Phone: [\(310\) 458-8208](tel:(310)458-8208)

Department:

Records and Election Services

Department Head:

Denise Anderson-Warren
Director of Records and Election Services

1.3 Timeline

Proposal Calendar

The following is a list of key dates:

Release Project Date	August 11, 2022
Question Submission Deadline	August 19, 2022, 3:00pm
Question Response Deadline	August 26, 2022, 3:00pm



2 SCOPE OF WORK

Insert detailed statement/scope of work and deliverables including reporting requirements. List the criteria that must be met and that will be used to score and evaluate the proposals.

2.1 Description

The City of Santa Monica is requesting proposals to provide Support Services (Print Shop) a High-speed Color Printer that can support our requirements. The City Print Shop provides all the city departments with their various printing needs. This new printer will be required to provide high volumes of both Color and Black & White prints without any issues to the quality of prints. Below you will find a list of requirements that need to be met to be considered in the selection process.

2.2 Required Specifications

Required Features

- A minimum speed of 85 pages per minute.
- A fast processing Fiery controller (please list the model of the Fiery controller).
- High quality color printing (please list the resolution of prints). Plus the ability to print large runs on Black & White as well as NCR paper.
- Multiple paper trays that offer large capacity loading, with an option to add additional paper trays.
- Paper trays should be vacuum fed and able to accommodate paper sizes up to 13" x 19" and up to 350/gsm (can be more).
- Finisher needs to be able to sort, staple and hole punch (2 & 3 hole as well as comb and coil punch).
- We would also like to see the options for a large capacity stacker (this can be priced as an option).
- Capabilities to print tabs
- An (Optional) in-line booklet maker that offers:
 - face trim - three knife trim
 - fold/score



- Please list the paper capacity of unit and the brand and model if different from printer model.
- Must be ergonomically comfortable for our reprographic specialist(s) to use/operate daily, this includes the loading of paper, clearing of any paper jams and unloading print jobs.
- Interposer unit to insert covers or tabs as needed
- We will need to see an in person demonstration of equipment prior to making any decisions.

2.3 Additional Questions

- Does proposed printer have the option to print large banner sheets? If so, what is the maximum size that it can accommodate?
- Does proposed printer offer any other forms of binding (perfect binding, coil binding, wire binding, etc.)? Please list these features as options with the pricing separate, so that it can either be added or left off final selection.
- Does proposed printer offer extra toner stations? If so, what colors are offered and what are the costs for this option? Please price as an option.
- How are the click charges accounted for? Do large sheets count as one click fee? Please specify exactly how we would be billed for the use of printer.
- What is the footprint of the proposed printer? Please provide all dimensions needed for installation and service of printer.

It is understood that different manufacturers have different terminology to describe its products, so please include any separate modules, add-ons needed to meet the minimum requirement stated above. Proposal should include any software needed, Fiery Server, annual maintenance agreement, toners, delivery, installation and any training for proposed printer/equipment. Please submit your best and final quote by the deadline as we will not accept any offers or counter offers past the stated deadline.

3 VENDOR QUESTIONNAIRE

3.1 Proposal

3.1.1 Letter of Transmittal*

Please upload your letter of Transmittal as a PDF here. Make sure to include the following items.

- A. Identify the submitting organization;



- B. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- C. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- D. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- E. Be signed by the person authorized to contractually obligate the organization;
- F. Acknowledge receipt of any and all amendments to this RFP.

*Response required

3.1.2 Qualifications*

Provide a brief summary of your company's history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

*Response required

3.1.3 Does the proposed equipment meet all requirements?*

- Yes
- No

*Response required

3.1.4 Key Personnel*

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.

*Response required

3.1.5 References*

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

*Response required

3.1.6 Does proposed printer have the option to print large banner sheets? If so, what is the maximum size that it can accommodate?*

*Response required

3.1.7 Does proposed printer offer any other forms of binding (perfect binding, coil binding, wire binding, etc.)? Please list these features



as options with the pricing separate, so that it can either be added or left off final selection.*

*Response required

3.1.8 Does proposed printer offer extra toner stations? If so, what colors are offered and what are the costs for this option? Please price as an option.*

*Response required

3.1.9 How are the click charges accounted for? Do large sheets count as one click fee? Please specify exactly how we would be billed for the use of printer.*

*Response required

3.1.10 What is the footprint of the proposed printer? Please provide all dimensions needed for installation and service of printer.*

*Response required

3.1.11 Project Work Plan*

Describe your understanding of the project and approach. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

*Response required

3.1.12 Cost Proposal*

Provide a proposed total fee outlining the proposal and identify the hourly fee schedule for all personnel to be involved in the project. The hourly rates should include fringe benefits, indirect costs and profit. The Consultant should also indicate what percentage of the scope of work is expected to be completed by each individual or pay classification included in fee proposal. Additionally, if applicable, a schedule of reimbursable expenses should be included.

*Response required

3.2 Other Required Responses

3.2.1 RFP Addenda if issued

3.2.2 Business License Requirements

WHO NEEDS A BUSINESS LICENSE?

1. Is this vendor physically located in the City of Santa Monica?



Yes (Vendor must have a City of Santa Monica business license - contact the Business License unit for the appropriate forms. Skip question 2 & continue to "ADDITIONAL REQUIREMENTS" section below)

No (Continue to the next question)

2. Does this vendor physically come into the City of Santa Monica to conduct business and/or make deliveries?

Yes (Vendor must have a City of Santa Monica Out-of City Business License. contact the Business License unit for the appropriate forms. Continue to "ADDITIONAL REQUIREMENTS" section below)

No (STOP, no license needed)

ADDITIONAL REQUIREMENTS:

If this vendor is located in or comes into the City of Santa Monica to conduct business, in addition to having a CITY OF SANTA MONICA BUSINESS LICENSE, they will be required to have insurance (see agreement for descriptions).

The business license documentation is only required from the successful Proposer.

3.2.3 Notice Regarding Disclosure of Contents of Documents*

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Please confirm

*Response required

3.2.4 Vendor Information

3.2.5 Living Wage/Oaks Forms*

Upload forms

*Response required

3.2.6 Vaccination Attestation*

Upload form.



*Response required

4 EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Quality Up to 20 points may be awarded based on how the quality of prints that are produced by proposed printer.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Color printing DPI <input type="checkbox"/> Front and Back Registration <input type="checkbox"/> Quality of Black and White (Grayscale) 	Points Based	20 <i>(20% of Total)</i>
2.	<p>Ability to meet requirements specifications Up to 15 points may be awarded based on the evaluation of the vendors ability to meet the requirements set forth by the Scope of Work: Section 2.</p>	Points Based	15 <i>(15% of Total)</i>
3.	<p>Customer Service Up to 15 points may be awarded based on customer services offered. Please provide the protocol for placing a service calls or inquiring about services (make sure to include hours of availability and response times. Also included in this section is the Training, please list the amount of training that is offered.</p>	Points Based	15 <i>(15% of Total)</i>
4.	<p>Best fit for Print Shop Operations Up to 20 points may be awarded. Support Services will decide which printer best fits the needs and would facilitate the operations of the Print Shop.</p>	Points Based	20 <i>(20% of Total)</i>
5.	<p>Functionality Up to 15 points may be awarded based on the vendor's proposed printer and how well it functions and ability to perform different types of print jobs.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Speed of number of prints per minute <input type="checkbox"/> Ability to run high volume of Color or Black & Print print jobs <input type="checkbox"/> Finishing options and available configurations <input type="checkbox"/> NCR compatibility 	Points Based	15 <i>(15% of Total)</i>



6.	Cost/Value Up to 15 points that may be awarded for the lowest price and best value for the City. The contractor's overall cost proposal for the project should include: installation, training, software, licensing, Fiery Job Master.	Points Based	15 <i>(15% of Total)</i>
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5 AWARD PROCESS

5.1 Selection

The City of Santa Monica, through either the City Council or the City Manager (or his designee) has the sole authority to select the consulting firm and reserves the right to reject any and all proposals. The City reserves the right to approve or reject all sub-consultants and engineers proposed to be retained by the prime consultant. Upon signing of the agreement, no change in proposed personnel or sub-consultants can be made without the City's review and written authorization.

By submitting a response to this RFP, prospective consultants waive the right to protest after award or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of finalists. In addition, the City reserves the right to issue written notice to all prospective consultants of any changes in the RFP terms or proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary.

The City reserves the right to request additional information from any proposing consultant and to reject any and all proposals. All original work products, including computer files, shall remain the property of the City.

The City reserves the right to retain an expert to evaluate the proposing consultant's work or qualifications at all stages in the selection process. Additionally, any contract entered into will be subject to termination at any stage if in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice would be given before any termination and the consultant would be compensated on a pro-rata basis for work performed.

The responsible proposer whose proposal is the most advantageous to the City, taking to consideration all the evaluation factors will be recommended for the contract award. Notwithstanding the Evaluation Team's selection, the City reserves the right to award this RFP and the resultant Contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion. The City is the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP.



5.2 Contract Award and Execution

Selection of a proposer with whom the City enters into contract negotiations with, or a recommendation of an award by the Evaluation Committee or any other party, does not constitute an award of Contract. Once the City formally awards the contract, the successful consultant will be notified to enter into an agreement. If the selected consultant does not enter into the agreement, the City will begin negotiations with the second highest ranking proposing consultant.

Please review all contract forms prior to submitting a proposal. The City of Santa Monica intends to use these forms as the baseline agreements with the successful consultant. The City will not entertain proposals to make material changes to the contract form once the project has been awarded. If you wish to request changes to the contracting forms, you must do so during the proposal process. In addition, the City requires compliance with several other policies and ordinances, proposing consultants will need to complete these Exhibits and submit with their Proposal.

The RFP document and the successful proposal response, as amended by agreement between the City of Santa Monica and the successful consultant, will become part of the contract documents. Additionally, the City of Santa Monica may verify the successful consultant's representations that appear in the proposal. Failure of the successful consultant to perform as represented may result in elimination of the successful consultant from further negotiation or in contract cancellation or termination.

No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a consultant shall be binding. The City of Santa Monica shall not be bound, or in any way obligated, until the City has awarded the contract and all documents have been executed. The proposing consultant may not incur any chargeable costs prior to final contract execution.

6 TERMS & CONDITIONS

6.1 Best Bidder

The award, if any, will be made to the best qualified bidder. In evaluating whether a proposer(s) is (are) the best bidder pursuant to the Santa Monica Municipal Code, City staff may utilize some or all of the following criteria:

- A. The training, credentials and experience of the person or firm;
- B. The demonstrated competence, ability, capacity and skill of the bidder the contract or provide the services;
- C. The capacity of the bidder to perform the contract or provide the service promptly, within the time specified, and without delay;



- D. The sufficiency of the person's or firm's financial and other resources;
- E. The character, integrity, reputation and judgment of the person or firm;
- F. The ability of the bidder to provide such future service as may be needed;
- G. The price which the bidder proposes to charge, including whether the price is fair, reasonable and competitive; and
- H. Any other factor which will further the intent set forth in Section 608 of the City Charter.

The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary proposer.

6.2 Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time. The receiving time in the City Office will be the governing time for acceptability of proposals.

Late proposals are not accepted.

6.3 Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

6.4 Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer.

6.5 Prime Contractor Responsibility

Any agreement that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the agreement with the City. The City will make agreement payments only to the prime contractor.

6.6 Sub-contractor

Use of sub-contractor must be clearly explained in the proposal, and major sub-contractor must be identified by name. Prime contractors shall be wholly responsible for the entire performance whether or not sub-contractors are used.



6.7 Amended Proposals

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

6.8 Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City Contact.

6.9 Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

6.10 Best and Final Offer

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

6.11 Living Wage Requirement

Any agreement issued as a result of this Request for Proposal may be subject to the City's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 (LWO), and its implementing regulations.

6.12 Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

6.13 Notice Regarding Disclosure of Contents of Documents

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be



considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

6.14 No Obligation

This RFP in no manner obligates the City to the eventual rental, lease, purchase, etc., of any goods or services offered until a valid written agreement is executed by the City and the selected proposer.

6.15 Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Monica.

6.16 Sufficient Appropriation

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

6.17 Errors and Restrictive Specifications

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the City Contact designated in Section I, B. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, a proposer knows of or should have known of an error in the RFP but fails to notify the City Contact of the error, the proposer shall submit their proposal at his, her or its own risk, and, if awarded an agreement, shall not be entitled to additional compensation or time by reason of error or its later correction.

6.18 Legal Review

The City requires that all proposers agree to be bound by the General Requirements contained in this RFP.



6.19 Governing Law

This RFP, and any agreement entered into pursuant to this RFP, are governed by the laws of the State of California.

6.20 Oral Changes and Basis for Proposal

Proposers may not rely upon oral explanations. All changes and addenda will be issued in writing. Only information supplied by the City in writing through the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

6.21 Agreement Terms and Conditions

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

6.22 Proposer's Terms and Conditions

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in an agreement negotiated with the City.

6.23 Proposer Qualifications

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP.

6.24 Right to Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.



6.25 Change in Agreement or Representatives

The City reserves the right to require a change in the selected proposer or representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

6.26 City Rights

The City reserves the right to award the proposal to separate proposers on any of the services as set forth in the proposer's proposal. It is further understood that if the proposer to whom any recommended award is made fails to enter into an agreement with the City, award may be made to the next best qualified person or firm, who shall be bound to perform as if she, he or it received the award in the first instance.

6.27 Right to Publish

Throughout the duration of this procurement process and agreement term, potential proposers, and proposers, must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent agreement. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the agreement.

6.28 Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the City of Santa Monica and are subject to the provisions of the California Public Records Act, as described in Section II. A. 11. herein.

6.29 Agreement Award

Proposal will be evaluated by a committee comprised of City staff and may include outside contractors (the "Evaluation Committee"). The Evaluation Committee will make an award recommendation to City staff. City Council may give approval of the agreement and/or direct staff to negotiate the final terms and execute the agreement.

This agreement shall be awarded to the proposer or proposers whose proposal is best qualified, taking into consideration the evaluation factors set forth in the RFP. The most qualified proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to the City Council for approval.

6.30 Protest Deadline

All parties wishing to file a protest shall comply with the procedures set forth in Santa Monica Municipal Code section 2.24.260 found [here](#). Proposer may file a written protest with the Director of Finance no more than seven calendar days following the posting of



award recommendation on the City's online vendor portal website.
Protests received after the deadline will not be accepted.

6.31 Records and Audits

The Contractor shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of **three years** from the date of the final payment under this Agreement and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of City to recover excessive and/or illegal payments.

6.32 Enforcement of Agreement/Waiver

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

