



ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY, LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

February 8, 2016

**Request for Proposals 2016-06**

**Printing & Mailhouse Support Services**

Dear Consultant:

Zone 7 is pleased to extend an invitation to your firm to submit a Proposal to provide Printing and Mailhouse Support Services. The enclosed Request for Proposals (RFP) includes the anticipated Scope of Work, Zone 7's standard agreement for your review, as well as other details about preparing and submitting your RFP. Proposals must be submitted by (3:00 p.m.) on Monday, February 29, 2016. The service period will be from July 1, 2016 through June 30, 2017. Any contract awarded may be extended for two additional one-year periods at Zone 7's discretion.

Thank you for your interest and participation in this process. Please submit any questions on the RFP in writing to me at [bbrewer@zone7water.com](mailto:bbrewer@zone7water.com).

Sincerely,

Boni Brewer  
Communication Specialist

# ZONE 7 WATER AGENCY



Request for Proposals No. 2016-06

Issued \_  
For

## PRINTING & MAILHOUSE SUPPORT SERVICES

|                     |   |
|---------------------|---|
| RFP Issued:         | February 8, 2016  |
| Question Deadline:  | February 16, 2016; <b><u>4:00 p.m.</u></b>  |
| Submittal Deadline: | February 29; <b><u>3:00 p.m.</u></b>  |
| Submittal Location: | Zone 7 Water Agency<br><br>100 North Canyons Pkwy.<br>Livermore, CA 94551   |
| Contact person:     | Boni Brewer<br><br>Fax: 925.454.5723<br>Email: <a href="mailto:bbrewer@zone7water.com">bbrewer@zone7water.com</a> |

**COUNTY OF ALAMEDA ZONE 7 WATER AGENCY**

RFP #11-121

For

**Printing & Mailhouse Support Services**

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**EXHIBITS**

Exhibit A – Sample Standard Agreement

Exhibit B – Map of portion of 94582 zip code within Zone 7's service area requiring special attention as described in Scope of Work, Table 3

Exhibit C – Sample Certificate of Insurance

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**I. INTRODUCTION**

This Request for Proposal (RFP) describes the project, the required scope of services and the information that must be included in the proposal. Failure to submit information in accordance with the RFP's requirements and procedure may be cause for disqualification.

The Proposal Review Team will review and evaluate the submittals and Zone 7 Water Agency will enter into negotiations with the successful proposer(s) to result in an Agreement for Services for the project.

As stated in Section 3 of said Sample Agreement (Exhibit A), the contractor is required to submit proof of insurance in the stated amounts. A sample of the required documentation is attached (Exhibit C).

The selection process and criteria is described in Section XI. Each proposal will be evaluated on the basis of completeness and thoroughness of the responses with respect to the requested information.

**II. BACKGROUND**

Alameda County Flood Control and Water Conservation District, Zone 7 (also known as "Zone 7 Water Agency", or "Zone 7") is part of the Alameda County Flood Control and Water Conservation District, which is a dependent special district of Alameda County. The District was created in 1949 by the Alameda County Flood Control and Water Conservation District Act (Chapter 55 of the California Water Code Appendix). Its purpose is "to provide for the control and conservation of flood and storm waters and the protection of watercourses, watersheds, harbors, public highways, life and property from damage or destruction from such waters; to prevent the waste of water or the diminution of the water supply in, or the exportation of water from said district, and to import water into said district and to obtain, all or any of such waters for beneficial use in said district". Zone 7 is responsible for providing wholesale treated and untreated water, flood control and groundwater management in the Livermore-Amador Valley.

Zone 7's mission is to provide a reliable supply of high quality water and an effective flood control system to the Livermore Valley and to develop and manage the water resources in a fiscally responsible, innovative, proactive and environmentally sensitive way. As the major water agency in eastern Alameda County, Zone 7 is committed to planning for existing and future needs, implementing needed projects and providing a quality product and service to the community. Zone 7 supplies wholesale water to three municipal customers -- the City of Livermore, the City of Pleasanton, and Dublin San Ramon Services District (DSRSD) -- as well as the California Water Service Company.

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**III.SCOPE OF SERVICES**

Specific Details:

Zone 7 Water Agency is requesting proposals from firms interested in providing Printing, Graphics and Mailhouse Support Services. Our goal is to select one or more providers who can assist us with providing consistent appearance and quality for all printed materials in a timely manner for our Public Affairs programs, including Education, Public Information, Community Outreach, Water Conservation and other Special Support as needed, while coordinating these efforts (under guidance of Zone 7's in-house communications staff) in collaboration with our communication support services and public outreach consultants. Some publications, including brochures and postcards, are mailed to more than 93,000 homes and businesses within Zone 7's service area and the Agency is therefore also in need of mailhouse processing services. Our goal is therefore to select at least one firm able to provide both printing and mailhouse services, potentially through use of a subcontractor, and possibly an additional firm to provide printing services only.

On the basis of the proposals submitted, Zone 7 will select provider(s) and will enter into negotiations with the successful proposer(s) to result in an Agreement for Services for the project. The contract term will be for an initial period of July 1, 2016 through June 30, 2017, with the potential for up to two one-year extensions by mutual consent.

Requested Services:

Under guidance of Zone 7's in-house Communications staff, and in collaboration with communication support services and public outreach consultants, the provider(s) will provide professional printing and graphics services that include proofing, corrections and conformation of agency printed materials to agency standards and guidelines. In the vast majority of cases, Zone 7 and-or its consultants will provide the needed graphics/artwork in a complete electronic file. But because it is Zone 7's intention for this RFP to have a "last chance" opportunity to ensure materials are consistent and correct, we anticipate a printer with graphic design capabilities to correct or enhance materials before printing.

In addition, the provider(s) will provide Zone 7 with mailhouse processing services to include 1) mailing list rental, data processing and USPS CASS certification, inkjet addressing, mail processing and delivery to Post Office *or* 2) in the alternative and based on further evaluation of submitted proposals, simplified addressing to "Postal Customer" preprinted on piece, with mail processing and delivery to Post Office.

Zone 7 prefers that the full array of both printing and mailhouse support services are provided directly by a single firm, but will consider subcontracting of one or more services. Existing 2015-16 Fiscal Year contracts for printing/mailhouse services within the Communications program total \$42,000, although note that these services are on an as-needed basis.

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**Printing Program**

The Printing Program includes various newsletters, reports, fliers and postcards, which may be produced on a periodic or as-needed basis, some mailed and some not. Table 1 and Table 2 present a sampling of agency publications categorized by volume:

**Table 1 (High Volume), Printing Services:**

**Postcard**

|           |   |
|-----------|---|
| Paper:    | 100# Endeavor Gloss Cover in White  |
| Ink:      | 4-color process 2 sides; assume no heavy coverage<br>* overall Gloss AQ 1 side only |
| Size:     | 5.5" height x 8.5" length   |
| Bindery:  | Trim and Bulk Box   |
| Quantity: | 64,000<br>94,000  |

**Bi-fold flier**

|           |   |
|-----------|---|
| Paper:    | 80# coated silk/dull cover                          |
| Ink:      | 4-color process two sides; assume no heavy coverage |
| Size:     | 8.5" x 11" folding to 5.5" x 8.5"                   |
| Bindery:  | Trim, fold to final size 5.5" height x 8.5" length  |
| Quantity: | 94,000  |

**Newsletter**

|           |   |
|-----------|---|
| Paper:    | 100# Endeavor Velvet in White                                   |
| Ink:      | 4-color process + AQ 2 sides; assume no heavy coverage          |
| Size:     | Flat 9.5" x 17"   |
| Bindery:  | Trim, fold to final size 9.5" height x 8.5" length and bulk box |
| Quantity: | 94,000  |

**Table 2 (Lower Volume), Printing Services:**

**16 pg. (landscape) & cover annual report w/new art**

|           |  |
|-----------|--|
| Paper:    | Cover: 100# Endeavor Velvet Cover in White, Gut: 100# Endeavour Velvet Text in White       |
| Ink:      | 4-color process + AQ 2 sides; assume no heavy coverage                                     |
| Size:     | Flat: 8/5" x 22"   |
| Bindery:  | Trim, score cover, collate & saddle stitch along 8.5 to final size 8.5" x 11" and bulk box |
| Quantity: | 1,000  |

**4-Page (portrait) brochure, offset print (and separate estimate if digital)**

|        |                                    |
|--------|------------------------------------|
| Paper: | 100# Endeavor Velvet Book in White |
|--------|------------------------------------|

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Ink: 4-color process 2 sides; assume no heavy coverage  
Size: Flat: 11" x 17"  
Bindery: Trim, folds to 11" x 8.5" and bulk box  
Quantity: 500  
1,000

**136 pg. (portrait) & cover budget book**

Paper: Cover: 120# Sterling Prem. Dull cover; Gut: 100# Sterling Prem.  
Ink: 4-color process + AQ 2 sides, assume no heavy coverage  
Size: 8.5" x 11" finished  
Bindery: Wire-o bind and bulk carton pack  
Quantity: 50  
75

**Tri-fold brochure, digital OK, Consumer Confidence Report**

Paper: 80# Endeavour Velvet White Book  
Ink: 4-color process + AQ 2 sides; assume no heavy coverage  
Size: Flat: 25.5" (length) x 11" (height)  
Bindery: Trim, tri-fold to 8.5 x 11, then fold to 8.5 x 5.5 and bulk box  
Quantity: 300

**Poster**

Size: 18" x 24"  
Paper: 18 pt. C1S w/AQ coating or 100# gloss bulk w/AQ coating or 80# book paper, laminated  
Quantity: 1 – 10  
11 – 20

**Banner**

Size: 3'x9' 4 cp prints one side w/5 grommets  
3'x9' 4 cp prints two sides w/5 grommets

- Paper type: printer can submit pricing for paper stock of equivalent quality to what is listed, but Zone 7 is looking for paper of at least 30% post-consumer content
- Prices to include hard-copy proof(s) for color and size
- Prices to include delivery to Zone 7's Livermore offices of non-mailed items
- Prices to include assumption of bleeds

**Mailhouse Program**

The consultant shall perform the following services on an as-needed basis:

**Table 3, Mailhouse Services:**

**1) Newsletter**

Mailing Service Details:

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- a) Finished mail piece size = 9.5” height x 8.5” length, folded edge on right, address and barcode placement on “top half” of mail piece (if targeted addressing is used)
- b) Mailing quantity = 93,037 (quantity to vary depending on current mailing list or route carrier count)
- c) Saturation mailing zip codes 94566, 94568, 94588, 94550, 94551, 94582 (SF DU, MF DU, and business). Mailing in 94582 zip code (Dougherty Valley in San Ramon) to be created using Zone 7 service area map (Exhibit B, which comprises some but not all of the zip code).
- d) Mailing services to include either:
  - a. Mailing list rental, data processing and USPS CASS certification, inkjet addressing, mail processing and delivery to Post Office for discount (mailing list rental fee to be included in cost proposal), or
  - b. Alternative simplified addressing to “Postal Customer” preprinted on piece, with brief explanation of pros and cons including pricing and reliability of timely delivery.
- e) Mail processing and delivery fee (include cost in cost proposal)
- f) USPS Standard postage fee (postage prices to vary depending on current postage rates – use current applicable postage rates for cost proposal).

**2) Bi-fold flier**

Mailing service details:

- a) Bi-fold finished mailpiece: 5.5” height x 8.5” length, address and barcode placement in “right half” of mailpiece (if targeted addressing is used), tab seal.
- b) Mailing quantity = 93,037 (quantity to vary depending on current mailing list or route carrier count)
- c) Saturation mailing zip codes 94566, 94568, 94588, 94550, 94551, 94582 (SF DU only) single family dwelling units. Mailing in 94582 zip code (Dougherty Valley in San Ramon) to be created using Zone 7 service area map (Exhibit B which includes some but not all of the zip code).
- d) Mailing services to include either:
  - a. Mailing list rental, data processing and USPS CASS certification, inkjet addressing, mail processing and delivery to Post Office for discount (mailing list rental fee to be included in cost proposal), or
  - b. Alternative simplified addressing to “Postal Customer” preprinted on piece, with brief explanation of pros and cons including pricing and reliability of timely delivery.
- e) Mail processing and delivery fee (include cost in proposal).
- f) USPS Standard postage fee (postage prices to vary depending on current postage rates – use current applicable postage rates for cost proposal).

**3) Zone 7 Consumer Awareness Postcard**

Mailing service details:



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- a) Postcard finished mail piece = 5.5” height x 8.5” length, address and barcode placement in “right half” of mail piece (if targeted addressing is used).
  - b) Mailing quantity = 63,500 (quantity to vary depending on current mailing list or route carrier count)
  - c) Saturation mailing list, zip codes 94566, 94568, 94588, 94550, 94551, 94582 (SFDU only) single family dwelling units. Mailing in 94582 zip code (Dougherty Valley in San Ramon) to be created using Zone 7 service area map (Exhibit B, which includes some but not all of the zip code).
  - d) Mailing services to include either:
    - o Mailing list rental, data processing and USPS CASS certification, inkjet addressing, mail processing and delivery to Post Office for discount (mailing list rental fee to be included in cost proposal), or
    - o Alternative simplified addressing to “Postal Customer” preprinted on piece, with brief explanation of pros and cons including pricing and reliability of timely delivery.
  - e) Mail processing and delivery fee (include cost in proposal).
  - f) USPS Standard postage fee (postage prices to vary depending on current postage rates – use current applicable postage rates for cost proposal).
- 4) Additional mailing support services to be provided by consultant upon request.

**IV. MINIMUM QUALIFICATIONS**

- a. The Proposer shall have the required Certificate of Insurance (copy to be provided after consultant has been selected).
- b. Proposer shall comply with applicable federal, state and local regulations concerning equal employment opportunity requirements.
- c. Proposer shall be able to demonstrate the ability to work effectively, often under tight deadlines, with top management and all staff levels at a local public agency.
- d. Contractor must agree there can be no change of Project Manager once the proposal is submitted without the prior written approval of Zone 7’s project manager.

**Additional Requirements Specific to Printing Services**

- e. Experience with a variety of printing processes,
- f. Experience with a variety of printing stock,
- g. Ability to provide proof within 48 hours of receiving electronic file,
- h. Ability to provide pickup/delivery services within one business day of completion,
- i. Ability to provide as-needed, ancillary graphic services, if requested, and
- j. Supplier mistakes at no cost to Zone 7.

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**Additional Requirements Specific to Mailhouse Services**

- k. Use of Best Management Practices for mailing services, and ability to provide technical support needed to ensure the Agency is getting the highest quality, most reliable service at the lowest possible processing and postal rates.
- l. Proposer shall be able to demonstrate
  - o mailhouse skills in similar projects, and
  - o at least three years' experience in providing mailhouse services with governmental agencies.
- m. Proposer must specify whether or not it is able to provide its own postal permit. Zone 7 may elect to maintain its own postal permit in its service area and to have the mailhouse deliver to the postal permit location. However, an alternative is for the proposer to provide the necessary postal permit, *provided* it is willing to either 1) invoice Zone 7 for postage after the mailing occurs or 2) provide Zone 7 with estimated postage costs in advance and allow Zone 7 to make the check out directly to the U.S. Postal Service in care of the mailhouse.

**V. TENTATIVE TIMETABLE**

| <u>Event</u>                         | <u>Date</u>            |
|--------------------------------------|------------------------|
| Issue Request for Proposals          | February 8, 2016       |
| Deadline to Submit Written Questions | February 16, 2016      |
| Response to Questions By             | February 19, 2016      |
| Deadline for Submittal of Proposals  | February 29, 2016      |
| Evaluation Period                    | Through March 22, 2016 |
| Recommendation to Award Contract     | March 24, 2016         |
| Contract Start Date                  | July 1, 2016           |

**VI. INQUIRIES**

Please direct any questions regarding this RFP to Boni Brewer, Communications Specialist, at (925) 454-5015 or [bbrewer@zone7water.com](mailto:bbrewer@zone7water.com). Written questions must be sent by February 16, 2016 as noted in the Section V. Tentative Timetable. A Response to Questions will be emailed by February 19, 2016 to firms to which RFPs were sent and to those additional firms that have expressed an interest in preparing a proposal, and will be posted to Zone 7's website.

**VII. PROPOSAL INSTRUCTIONS**

**A. General**

Proposer is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. Zone 7 reserves the right to reject any or all proposals or to select the proposal most advantageous to the District. Zone 7 reserves the right to verify all information submitted in the proposal.

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1. The District reserves the right to amend the RFP or to issue Addenda to the RFP for any reason.
2. The District reserves the right to reject any and all proposals and to waive any informality, irregularity, or technicality in any proposal. The posting of this RFP is not a guarantee that the specified services will be purchased by the District.
3. Proposer may withdraw or modify its proposal only if the District receives such request before the Submittal Deadline.
4. The District will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the District.
5. The District will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal will become the property of the District. The District will retain all proposals submitted.
6. All proposals and all evaluation and/or scoring sheets will be available for public inspection at the conclusion of the selection process.
7. Submission of a proposal constitutes acceptance by Proposer of the conditions contained in this RFP unless otherwise clearly and specifically noted in the proposal submitted and confirmed in the Professional Services Agreement between the District and the Proposer(s) selected.

**B. Proposal Content**

Proposals are to be straightforward, clear, concise and specific to the information requested. In order for proposals to be considered complete, proposers must provide all the information requested.

Proposals should include:

- ❖ A list of key individuals who will be assigned to the project, and descriptions of previous work which significantly relate to their qualifications for the requested services.
- ❖ Identification of the Project Manager.
- ❖ Specification of whether a sub-contractor is to be used and, if so, information on the sub-contractor's background and experience.
- ❖ Demonstration of understanding of the needed support and staff availability.
- ❖ Brief profiles of the firm, its principals, key personnel, equipment and facilities.

Specific to Printing Services, Content Should Demonstrate:

- Experience providing professional graphic design services, as-needed.
- Experience with proofing, corrections and conformation of printed materials.
- Experience with multiple printing techniques.
- Experience with a wide variety of print stock and production.

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- Responsive production time (proof development to printed material) for 2-color and 4-color with small and large volumes.
- Evidence of the firm's ability to perform the work, including list of projects of a similar or related nature, especially for the public sector. Proposal may include samples of similar jobs.
- Reliable pick-up and delivery services.
- Experience with local government or special districts.
- References, including previous clients with related projects. Provide contact information.

Specific to Mailhouse Services, Content Should Demonstrate:

- Experience and expertise as it relates to the Scope of Work.
- Experience with multiple mailhouse processing techniques.
- Responsive mailhouse production time.
- A list of on-site mailing equipment in use, with a short description of its capabilities.
- If use of the proposer's mailhouse permit is proposed, specify in what city the permit is located and provide explanation of how payments for postage would be arranged as discussed in greater detail under "Additional Requirements Specific to Mailhouse Services" in Section 4 m.
- Any additional services recommended that were not outlined in the Scope of Work.
- References, including previous clients with related projects. Provide contact information.

**C. Cost Proposal**

Cost proposals must be submitted under a separate sealed envelope, and split into separate components for 1) Printing/Graphics and 2) Mailhouse services as described in Section III Scope of Services (Tables 1 and 2 for Printing, Table 3 for Mailhouse Services).

- Printing services costs proposed are to include delivery and pick-up of all documents requested; any required ancillary graphics work; all forms, catalogs, plates, negatives, packaging, software, sub-contractors used, consumables expended, overhead and any other related cost not specifically mentioned here in.
- Mailhouse services costs proposed are to include cost of mail delivery to Post Office, including if Zone 7 maintains its own postal permit within its service area. Please also specify any costs associated with mailing list rental, if applicable.

**D. Proposal Organization. Please organize your proposal as indicated below:**

1. **Summary and Overview** - Use this section to summarize your approach to the topics identified in the Scope of Work, the strengths of your project team, and why your firm should be selected.
2. **Team Personnel** - Identify key personnel and their role associated with the tasks in the scope of work. Identify the team and individual personnel experience as it relates to the scope of work and experience with local government. List other major projects the team

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or its personnel are involved with currently including project title, percent workload, and project responsibility.

3. **Comments to Outline Scope of Work** - Comment on the outlined scope of work. This may be used as an opportunity to expand upon your team's specific experience and expertise, which may be applicable to the proposed scope of work.
4. **Work Plan** - Describe how the project team will fulfill the scope of work. Include a matrix of personnel and tasks. To illustrate your strategy, describe tools and techniques you will use, and challenges you anticipate, in addressing specific issues identified in the scope of work.
5. **References** – From recent applicable experience of the project manager and key staff, list three relevant projects for print services and three projects for mailhouse services and the agency, staff contact name, address, and telephone number for each.

**E. Submittal Instructions**

1. Proposals must be submitted with ONE (1) original and TWO (2) copies.
2. Proposals must be addressed as follows and received **before 3:00 p.m. on February 29, 2016**. **No exceptions will be made to the due date and time regardless of the circumstances involved:**

Boni Brewer – RFP No. 2016-06  
Zone 7 Water Agency  
100 North Canyons Pkwy  
Livermore, CA 94551

3. Proposer's name and return address must also appear on the envelope.
4. Proposals will be received only at the address shown above and prior to the time indicated. Any proposal received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the proposer unopened.
5. No telegraphic or facsimile bids will be considered.
6. All proposals whether delivered by an employee of the proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The agency's time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

**VIII. CONFIDENTIALITY**

Confidential information is defined as all information disclosed to contractor which relates to the Zone 7's past, present and future activities, as well as activities under this agreement. The contractor will hold all such information in trust and confidence. Upon cancellation or

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expiration of this contract, the contractor will return to Zone 7 all written or descriptive materials that contain any such confidential information.

**IX. SELECTION PROCESS AND CRITERIA**

Responses to this request will be evaluated using the criteria below. However, the Zone reserves the right to evaluate all factors it considers appropriate whether or not these factors have been enumerated.

- Experience and expertise of firm
- Ability to meet the scope of services
- Response time for receipt of drafts and proofs, either by messenger or ftp site
- Availability of alternate printing processes
- Quality of materials for brochures, reports, mailers and postcards
- Cost proposals
- Demonstrated ability to conduct mailhouse processing services at the lowest possible processing and postal rates with the most reliable turnaround and delivery.
- References provided for similar projects completed by proposer

The Zone 7 proposal review team may wish to interview each firm. The Zone may request additional information or clarification from any or all proposers after initial evaluation.

**X. CONTRACT AWARD**

The contract resulting from this RFP will be for an initial period of July 1, 2016 through June 30, 2017. We anticipate that the contract would be renewable, by mutual consent, on an annual basis for up to two additional years. Any contract awarded will be based on a careful and complete evaluation of all proposals. Zone 7 will contact the referenced clients to verify the information provided in the proposer's responses to this request. Zone 7 may also conduct additional independent reference checks, if required, to complete its verification process. The award recommendation will be for the proposal(s) that is/are most advantageous to Zone 7 and may include more than one professional services provider.

**XI. CONTRACT CONDITIONS**

- A. Zone 7 reserves the right to negotiate the actual contract details after the contractor has been selected. The successful proposer(s) will be required to conform to all of the terms of and conditions of Zone 7. A sample agreement, which will be used as the basis for this project, is included for your information (Exhibit A).
- B. The contract will be subject to termination by Zone 7 upon ten (10) days advance written notice of intention to terminate. Zone 7 may terminate the contract at any time without written notice upon a material breach of contract by the contractor.

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- C. Should the contract be extended for a subsequent year, pricing adjustments may be proposed only after the initial year, but no more than once annually, and, such increases may not exceed the previous 12 month period according to the Consumer Price Index for the federal reporting area closest to Livermore, CA and shall not exceed 5% per year. All price increases must be supported by documentation.



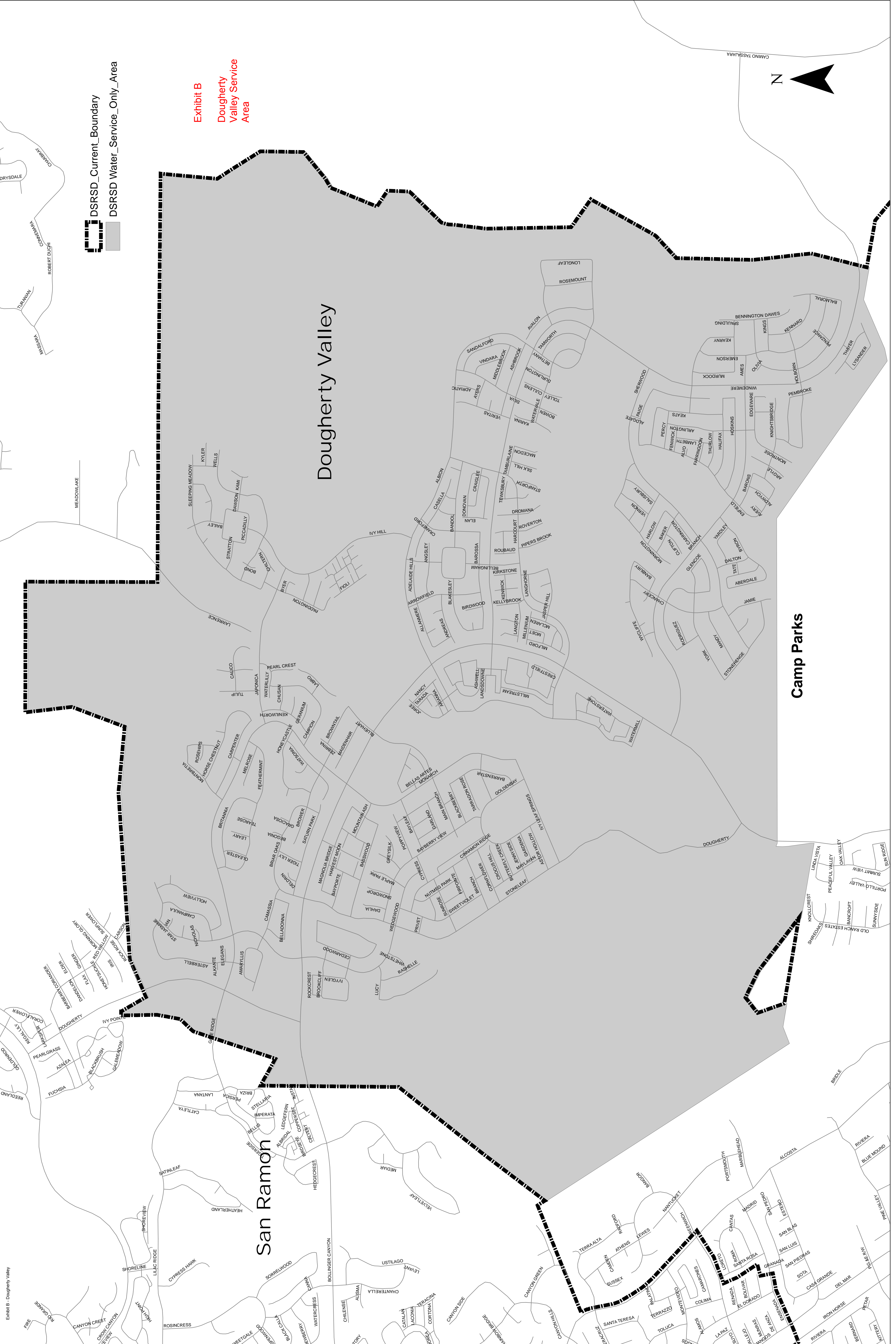


## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

1. Services Agreement ("Agreement") Force and Effect. District is not responsible for services rendered without the authority of an order on this form. This Agreement shall supercede and control over all inconsistent provisions in any proposal, counter-proposal or addendum supplied by Consultant. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement, and no modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior service agreements and other agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.
2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit or waive Consultant's obligations under this Agreement.
3. Phases and Performance Requirements. Consultant shall maintain a quality control program to ensure quality services and deliverables, and shall permit District the right to review the services or deliverables hereunder during development in accord with normal industry standards, for example, the submittal of schematic, design development and/or construction documents in the case of architectural/engineering services. Consultant shall advise District of safety, maintenance, cost, life-cycle cost, and cost/benefit factors associated with equipment, systems, or materials specifications developed under this Agreement; and shall conduct independent investigations as necessary to coordinate, verify and/or take steps as necessary to properly interface with existing conditions, available reports and studies, consultants and/or contractors. If requested, Consultant shall make available to District its design calculations and justifications for its recommendations, designs or other deliverables.
4. Competition. Unless otherwise permitted in writing by District, Consultant shall not specify unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision.
5. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
6. Independent Contractor. Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.
7. Indemnity/Liability. To the extent of its proportionate fault, Consultant shall defend, indemnify and save the Zone 7 Water Agency ("District") and all of their officers, directors, representatives, agents and employees (together "Indemnitees"), from and against any and all claims and liability of any type resulting from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnitees, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitees's reasonable approval. Notwithstanding any provision of this Agreement, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees's rights and remedies, whether under this Agreement or other applicable law, shall be cumulative and not subject to limitation.
8. Compliance with Laws; Conflict of Interests. Consultant agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, collusion and conflicts of interest. Consultant, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by this purchase order to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement.
9. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.
10. Ownership of Results. Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.
11. Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status, and shall comply with all applicable laws regarding non-discrimination and equal employment opportunity.
12. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
13. Execution; Venue; Limitations. This Agreement shall be deemed to have been executed in the City of Livermore, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitations shall begin running upon discovery of the defect and its cause.
14. Non-Judicial Administrative Claim Settlement Procedure For Consultant Claims. In the event of any dispute between Consultant and District regarding any claim by Consultant for time, money, or additional compensation for any reason whatsoever (including, without limitation, any alleged failure of District to make a decision), Consultant shall submit to the District a written and fully documented administrative claim that shall provide a narrative of the pertinent events, Consultant's theory of entitlement, pricing calculations and attaches supporting documentation. District will then review Consultant's fully documented administrative claim, conduct an administrative hearing, and make a final administrative decision thereon. Pursuant to Government Code section 930.2: (i.) Consultant shall initiate this non-judicial settlement procedure by presenting its administrative claim within 60 days of the first event giving rise to the claim or dispute, (ii.) Consultant's timely submittal of the administrative claim and District's decision thereon shall be an unwaivable condition precedent to Consultant thereafter filing a Government Code Claim under the California Government Code Section 901 et seq., (iii.) any and all such Government Code Claims in connection with this Agreement shall be presented to the District no later than 120 days following substantial completion or termination of this Agreement (whichever first occurs); and (iv.), except as so modified, the Government Code claims presentation requirements remain unchanged.



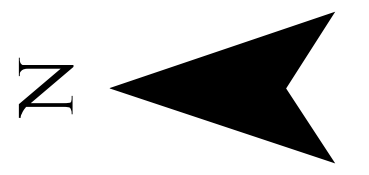


DSRSD\_Current\_Boundary  
DSRSD Water\_Service\_Only\_Area

Exhibit B  
Dougherty  
Valley Service  
Area

Dougherty Valley

Camp Parks



## EXHIBIT C INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated \_\_\_\_\_ (“**Agreement**”) between THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as ZONE 7 WATER AGENCY (“**District**”) and \_\_\_\_\_ (“**Consultant**”), for the provision of professional services (“**Services**”).

**1. Consultant’s Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

- 1.1 Commercial General Liability Insurance. Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence.
  - 1.2 Business Automobile Liability Insurance. Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.
  - 1.3 Workers’ Compensation Insurance. Workers’ Compensation Employers’ Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
  - 1.4 Professional Liability Insurance. Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$1,000,000 each claim, or (b) limits of not less than \$1,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$5,000 for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. Insurance policies shall contain an endorsement containing the following terms:
- 2.1 Additional Insureds. On Consultant’s Commercial General Liability policy and Automobile Liability Policy, Alameda County, Alameda County Flood Control and Water Conservation District, its Zone 7 Water Agency and their affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
  - 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
  - 2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above
  - 2.4 Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
  - 2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted Subconsultants may be held responsible for payment of damages resulting from their operations. If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

END OF EXHIBIT C