



AGENDA REPORT

Meeting Date: September 27, 2011

Item Number: F-7

To: Honorable Mayor & City Council

From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance

Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**

Attachments: 1.) Agreement (1)

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND COLOR IMAGE PRINTING FOR PRINTING AND MAILING SERVICES

RECOMMENDATION

Staff recommends that the City Council approve this multi-year agreement with Color Image Printing for the binding, printing and mailing of the City's *In Focus* Newsletter, Operating and CIP Budget books and Safety Expo postcards.

INTRODUCTION

This agreement provides three years of service and can be extended if required. The Operating and CIP Budget books are printed annually and the *In Focus* Newsletter is a quarterly publication provided to residents and businesses citywide. The Office of Emergency Management prints postcards for the Safety Expo on an annual basis and distributes the information to the community. The amount that will be spent with the vendor is controlled by the purchase order issued. Purchase orders in excess of \$50,000 are brought before the City Council for approval.

DISCUSSION

The bid process for City printing and mailing projects was completed on April 14, 2011. Color Image Printing was the lowest bidder for the above listed materials.

Meeting Date: September 27, 2011

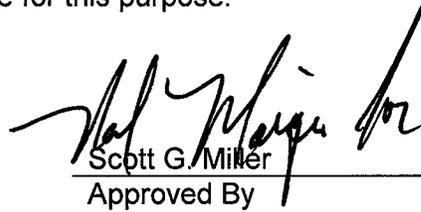
FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

Noel Marquis



Finance Approval



Scott G. Miller

Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND COLOR IMAGE PRINTING FOR PRINTING AND
MAILING SERVICES

NAME OF CONTRACTOR:

Color Image Printing

RESPONSIBLE PRINCIPAL OF
CONTRACTOR:

Jorge Bepres, General Manager

CONTRACTOR'S ADDRESS:

2030 S. Westgate Avenue
Los Angeles, CA 90025

CITY'S ADDRESS:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Cheryl Friedling
Deputy City Manager/Public Affairs

COMMENCEMENT DATE:

July 1, 2011

TERMINATION DATE:

June 30, 2015, unless extended pursuant to
section 2 of the Agreement

CONSIDERATION:

Not to exceed the amount set forth in City-
approved purchase orders, based on the rates set
forth in Exhibit A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND COLOR IMAGE PRINTING FOR PRINTING AND
MAILING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Color Image Printing (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A, (the "Scope of Work") attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. When performing work under this Agreement, CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. The term of this Agreement shall commence and terminate as set forth above. CONTRACTOR shall complete the performance of services in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, compensation based upon the per project prices set forth in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The project prices set forth in Exhibit A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice for each project based on the rates set

forth in Exhibit B. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal.

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms 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 the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence,

combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub- contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and auto liability shall contain an endorsement naming CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful

acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the Scope of Work. Any change in the Scope of Work requested by CONTRACTOR must be made in writing and approved by both parties. In addition, any cost due to changes in the Scope of Work must be agreed to by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 20 ____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

VENDOR: COLOR IMAGE PRINTING



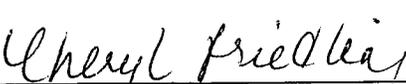
JORGE BEPRES
General Manager

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT



CHERYL FRIEDLING
Deputy City Manager/Public Affairs



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services/Price List

If requested by CITY to provide printing and mailing services for the projects detailed further below, CONTRACTOR shall furnish printing and mailing services to the satisfaction of CITY based on the rates set forth below for the printing, pre-press, proofs, delivery, freight and sales tax of such project. At the time the notice to proceed is issued for the specific project, CITY shall determine the performance schedule to be adhered to by CONTRACTOR.

INDEX OF PRINTING & MAILING PROJECTS

Community Services Department, Office of Communications, and Administrative Services Department

- PROJECT 1: *Print Safety Expo Postcards*
- PROJECT 2: *Mail Safety Expo Postcards*
- PROJECT 3a: *Print Beverly Hills Operating and CIP Budget Books*
- PROJECT 3b: *Print Beverly Hills Operating and CIP Budget Books*
- PROJECT 4: *Print In Focus Newsletters*
- PROJECT 4a: *Mail In Focus Newsletters*
- PROJECT 5: *Miscellaneous Print Jobs*

<u>PROJECT 1: Print Safety Expo Postcards</u>	
• 20,000 postcards	\$2,253.29
• 2 color+varnish/1 color	
• Trim to 6" X 8" on 12 pt. C1S Kromekote Cover	
• Document and artwork furnished by CITY on CD/DVD	
• Film, color and dylux, match print and proof	
• Bulk carton, freight, and delivery	\$ 50.00
PROJECT 1 TOTAL	\$2,303.29

<u>PROJECT 2: Mail Safety Expo Postcards</u>	
• Mailing of 18,000 Safety Expo Postcards	\$ 450.00
• List Processing & Acquisition	\$ 160.00
• Mailing Service for DDU Standard Mailing of postcards trimmed to 6" X 8" on 12 pt. C1S Kromekote Cover	
• Delivery to Post Office	\$ 50.00
PROJECT 2 TOTAL	\$ 660.00

PROJECT 3a: <i>Print Beverly Hills Operating and CIP Budget Books</i>	Cost for 50 Books: Vol. 1 up to 480 pages; Vol. 2, up to 100 pages
<ul style="list-style-type: none"> • Print 50 to 75 of Volume 1-Operating Budget Book (480-550 pages) 	\$3,057.50 (\$61.15 ea)
<ul style="list-style-type: none"> • Print 50 to 75 of Volume 2-Capital Improvement Budget Book (100-150 pages) 	\$ 692.50 (\$13.85 ea)
<ul style="list-style-type: none"> • Print 12 of Volume 1 (Operating Budget Book) and Volume 2 (Capital Improvement Budget) combined into one (1) book. 	\$3,750.00 (\$75 ea)
<ul style="list-style-type: none"> • Cover stock: 120#, two-sided, 4-color process on front, black & white text on back, 9 3/16 x 11 with full bleeds, and laminated 	
<ul style="list-style-type: none"> • Tab Divider pages: 120#, two-sided, black & white, 20 tabs each book, 5-position, die-cut, laminated 	
<ul style="list-style-type: none"> • Text Body: 70#, two-sided, black & white and color, 8 ½ x 11 	
<ul style="list-style-type: none"> • Bindery: spiral binding on all books; trim text to 8 ½ x 11; trim cover on Volume 1 and Combination books to 9 3/16 x 11 (to cover tabs); trim cover on volume 2 to 8 ½ x 11 	
<ul style="list-style-type: none"> • Document furnished by CITY on CD in PDF format. 	
<ul style="list-style-type: none"> • Artwork furnished by CITY on CD in PDF format. 	
<ul style="list-style-type: none"> • Proofs: provide proof of fully-bound book; and make revisions as necessary to be approved by CITY Staff – Lucy Gonzalez 	
<ul style="list-style-type: none"> • Freight 	
<ul style="list-style-type: none"> • Delivery to Budget Office, Administrative Services Dept. 	
<ul style="list-style-type: none"> • PROJECT 3a TOTAL 	\$7,500.00

PROJECT 3b: <i>Print Beverly Hills Operating and CIP Budget Books</i>	Cost for 75 Books: Vol. 1 up to 550 pages; Vol. 2, up to 150 pages
<ul style="list-style-type: none"> • Print 50 to 75 of Volume 1-Operating Budget Book (480-550 pages) 	\$ 6,253.75 (\$70.05 ea)
<ul style="list-style-type: none"> • Print 50 to 75 of Volume 2-Capital Improvement Budget Book (100-150 pages) 	\$ 1,557.75 (\$20.77 ea)
<ul style="list-style-type: none"> • Print 12 of Volume 1 (Operating Budget Book) and Volume 2 (Capital Improvement Budget) combined into one (1) book. 	\$ 6,811.50 (\$90.82 ea)
<ul style="list-style-type: none"> • Cover stock: 120#, two-sided, 4-color process on front, black & white text on back, 9 3/16 x 11 with full bleeds, and laminated 	
<ul style="list-style-type: none"> • Tab Divider pages: 120#, two-sided, black & white, 20 tabs each book, 5-position, die-cut, laminated 	
<ul style="list-style-type: none"> • Text Body: 70#, two-sided, black & white and color, 8 ½ x 11 	
<ul style="list-style-type: none"> • Bindery: spiral binding on all books; trim text to 8 ½ x 11; trim cover on Volume 1 and Combination books to 9 3/16 x 11 (to cover tabs); trim cover on volume 2 to 8 ½ x 11 	
<ul style="list-style-type: none"> • Document furnished by CITY on CD in PDF format. 	
<ul style="list-style-type: none"> • Artwork furnished by CITY on CD in PDF format. 	
<ul style="list-style-type: none"> • Proofs: provide proof of fully-bound book; and make revisions as necessary to be approved by City Staff – Lucy Gonzalez 	
<ul style="list-style-type: none"> • Freight 	
<ul style="list-style-type: none"> • Delivery to Budget Office, Administrative Services Dept. 	
PROJECT 3b TOTAL	\$14,623.00

<u>PROJECT 4a:</u> <i>Print In Focus Newsletters</i>	
• 31,000 newsletters per issue x 4 issues annually	\$10,075.80
• Four (4) issues – Spring, Summer, Fall and Winter	
• Color: 4-color process front and back	
• Stock: 70# offset paper	
• Size: 11” x 17”	
• Bindery: fold in 5.5” x 8.5” for mailing (balance folded 8.5” x 11” to city Hall	
• Turnaround time: 3-4 days unless Rush Order requested	
• Stitch business reply card into newsletter	
• Document and artwork furnished by City on CD or email in PDF Format	
• Proofs: PDF, Epson proof or sample to be approved by City Staff Huma Ahmed, in writing	
• Bulk carton	
• Freight	
• Delivery	\$ 200.00
PROJECT 4 TOTAL	\$10,275.80

<u>PROJECT 4b:</u> <i>Mail In Focus Newsletters</i>	
• Mail 27,500 newsletters x 4 seasonal issues	\$ 3,300.00
• List Processing & acquisition	\$ 640.00
• Mailing service & tabbing for DDU standard mailing of a four (4) Page newsletter	
• Newsletter of 70# offset 11” x 17” folded to 5.5” x 8.5”	
• Delivery to Post Office	\$ 200.00
PROJECT 4 TOTAL	\$ 4,140.00

GRAND TOTAL PROJECTS 1, 2, 3a, 3b, 4a and 4b:

\$39,502.09

PROJECT 5: Miscellaneous Print Jobs

<i>Pricing for conventional offset printing:</i>	Qty 1,000	Qty 2,500	Qty 5,000	Qty 7,500	Qty 10,000	Qty 15,000	Qty 20,000	Qty 25,000
12 point Postcards coated 2 sides - 4/4 - 5.5" x 8.5"	\$1,291	\$1,357	\$1,475	\$1,596	\$1,715	\$1,926	\$2,161	2,376
12 point Postcards coated 2 sides - 2/2 - 5.5" x 8.5"	\$ 824	\$ 889	\$1,006	\$1,117	\$1,232	\$1,442	\$1,647	\$1,871
12 point Postcards coated 2 sides - 4/4 - 5.75" x 11"	\$1,346	\$1,435	\$1,589	\$1,631	\$1,765	\$1,999	\$2,295	\$2,447
No 10 window envelopes 1 color	\$ 173	\$ 203	\$ 252	\$ 410	\$ 470	\$ 635	\$ 815	\$ 960
No 10 window envelopes 2 color	\$ 236	\$ 266	\$ 347	\$ 530	\$ 600	\$ 800	\$ 985	\$1,160
9 x 12 booklet envelopes 1 color	\$ 203	\$ 271	\$ 430	\$ 955	\$1,180	\$1,445	\$1,895	\$2,335
9 x 12 booklet envelopes 2 color	\$ 271	\$ 340	\$ 550	\$1,045	\$1,270	\$1,550	\$1,990	\$2,445
8.5 x 11 flyers - 4/4 - 100# gloss book	\$ 781	\$1,156	\$1,265	\$1,389	\$1,595	\$1,778	\$1,998	\$2,329
11 x 17 brochure - 4/4 - 100# gloss book - folded to 5.5 x 8.5	\$1,123	\$1,287	\$1,541	\$1,811	\$2,081	\$2,629	\$3,176	\$4,004
11 x 17 - 8 page brochure - 4/4 - 100# gloss book - folded to 8.5 x 11	\$1,689	\$2,004	\$2,461	\$3,113	\$3,954	\$5,560	\$6,927	\$7,819

EXHIBIT B

Rates and Schedule of Payment

CONTRACTOR shall submit an itemized statement to CITY for its services performed upon delivery of the goods required by this Agreement. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
B.
C.

ADDRESS

Table with columns: COMPANY (A. B. C.), COVERAGE, POLICY NUMBER, EXPIRATION DATE, and LIMITS (B.I., P.D., AGGREGATE). Rows list various coverages like AUTOMOBILE LIABILITY, GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS, etc.

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____