

**REQUEST FOR PROPOSALS
PRINTING SERVICES FOR LA MIRADA LIVING**

GENERAL DESCRIPTION AND CONDITIONS

A. INTENT

The intent of the Request for Proposals is to establish a single contractor and total base price for which the La Mirada Living (four quarterly issues with 52 pages and four monthly issues with eight pages) will be printed for the City of La Mirada. The period for this contract covers twenty-four (24) months from January 1, 2017 to December 31, 2018, and is issued on a month-to-month basis.

B. TIME, PLACE AND METHOD FOR PROPOSAL SUBMISSIONS

Proposals shall be presented in a sealed envelope bearing the name, address and telephone number of the vendor submitting the proposal. Proposals must be received by City Clerk Anne Haraksin at La Mirada City Hall, 13700 La Mirada Boulevard, no later than 5 p.m. on Thursday, Dec. 22, 2016.

Proposals are to be plainly marked on the outside of a sealed envelope with the notation:

“DO NOT OPEN – PRINTING QUOTE”
Printing of La Mirada Living
Attention: City Clerk Anne Haraksin
City of La Mirada
13700 La Mirada Boulevard
La Mirada, CA 90638

Each proposal shall be in a separate sealed envelope with the above information clearly indicated on the outside of the envelope. No amendments, additions, or alterations will be accepted. No oral, telephonic, telegraphic or facsimile proposals or modifications of proposals shall be considered.

C. SCOPE OF WORK

The City shall supply artwork through digital file transfer or on a flash drive to the Contractor. For the quarterly La Mirada Living, the Contractor shall furnish all equipment, labor, and materials necessary to print the La Mirada Living cover within ten working days and inside pages within five working days, from the receipt of artwork. All work must be completed within five days for the monthly newsletter. Artwork delivered to the Contractor after noon on any day will be considered delivered the next working day.

D. SPECIAL CONSIDERATIONS

Travel time and distance will be considered in the award of this bid, unless messenger services are provided. The selected Contractor will be the provider judged most qualified to provide the specified services in a timely manner at the most reasonable total cost to the City.

E. ADDITIONAL CONSIDERATIONS

1. The City must approve a blueline of each issue before printing.
2. The City must approve a color proof of the cover before printing.
3. A close working relationship must be maintained between the Contractor and City staff.
4. The City must approve in writing, prior to printing, changes to the attached printing specifications.
5. The City will not pay for overages.
6. The City may, at its sole discretion, delete one or more of the newsletters contemplated under this agreement.

F. DELIVERY

Delivery of the finished product is to be accomplished within ten working days for four-color covers and five working days for two-color inside pages from receipt of artwork or CD by the Contractor. This turnaround period applies equally to all issues outlined in the printing specifications. Failure to deliver the finished product within the required turnaround period will result in a deduction from the total monthly quotation price of \$100 per day up to 30 days after which such failure shall be deemed a breach of this agreement and a default by contractor, provided that the delay is not caused by the City. Actual delivery of the La Mirada Living Newsletter will be split between the La Mirada Post Office and La Mirada Resource Center, as directed by the City. The majority of the quantity to be delivered to the Post Office must be bundled according to the United States Postal Service regulations.

G. AWARD OF CONTRACT

A company's signed proposal and a written acceptance by the City in the form of a Purchase Order shall constitute a contract. No formal contract agreement or bonds are required.

Award will be made on the determination of the lowest responsible proposal, which is most advantageous to the City. Award will be made after a thorough evaluation of all proposals received. The ability to meet the specified delivery deadline is a requirement for award of this contract.

The vendor's ability to produce the quality of newsletter desired by the City will be another factor considered. To assist the City in determining the quality of work the vendor is able to perform, at least one printed sample, which illustrates a similar product must be submitted with all proposals received for evaluation by the City.

Travel time and distance will also be considered in the award of this project. The City's representative must perform a press check of each signature/form. Therefore, travel time, distance and related costs will be considered.

Proposals which meet the deadline and quality requirements at the most efficient price quote will then be evaluated by the City to determine the lowest responsible bidder. Proposals must be guaranteed by the Contractor for 60 days after the quote opening on Dec. 22, 2016.

When proposing, indicate the lowest and best possible price quote, delivery time, maximum discounts, terms, F.O.E. point and shipping charges if applicable.

H. UNDERSTANDING OF REQUIREMENTS

All proposals accepted by the City must be signed by an authorized representative of the company. The submission of a signed proposal will be interpreted to mean that the company has thereby agreed to all conditions, instructions, descriptions and specifications contained herein. All samples submitted by the company in support of its quote shall become the property of the City.

I. INSURANCE

The CONTRACTOR agrees to maintain insurance as specified in ATTACHMENT A, and shall include workers compensation, and commercial general and automobile liability, providing protection against liability for injuries, death, property damage and/or other loss, and in connection therewith, shall provide the CITY with a written Certificate of Insurance and policy endorsement evidencing such liability coverage with limits in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

CONTRACTOR must provide evidence of insurance including endorsement form CG 2010 11 85, or its substantial equivalent subject to the CITY's approval. Failure to provide the required insurance documents will render the proposal non-responsive and subject to rejection.

J. WITHDRAWAL OF QUOTES

Proposals may be withdrawn by written notice received any time prior to the date and time specified for the bid opening. Proposals may be withdrawn in person by an authorized representative. After submitting a proposal to the City, no quote may be withdrawn or revoked for a period of sixty (60) calendar days from the proposal opening date.

K. RIGHT TO REJECT QUOTES

The City reserves the right to reject any or all proposals or portions of any and all proposals. Non-compliance with any of the conditions and instructions stated herein may result in the rejection of the proposal.

L. ALTERATIONS

Alterations shall mean work performed in addition to the original specifications. Documentation of customer changes must be noted on any invoice provided to the City. The City must approve, prior to printing, any changes to the specifications.

M. PENALTY CLAUSE

The City reserves the right to impose a penalty fee of up to ten percent of the total cost of the job upon the completion of the job if the printing, binding or delivery of the calendar deviates from these specifications.

N. OVER RUNS AND UNDER RUNS

City requires no less than the quantity specified. The City will not pay for overages.

O. CUSTOMER'S PROPERTY

All separations, art, computer files, working and finished film are the property of the City of La Mirada and shall be returned to the City at the completion of the job.

P. APPLICABLE TAXES

The City is exempt from Federal Excise Tax, but subject to California Sales Tax.

Q. DISCOUNTS

Cash or term discounts will be considered when comparing quotations; therefore if you offer a discount, indicate this on your bid.

PRINTING SPECIFICATIONS

Frequency	A. Quarterly Newsletter - Four times per year B1/B2. Monthly Newsletter – Four times per year
Quantity	A and B1/B2 - 20,000
Size	A and B1/B2 - Flat size 11 x 17, finished size 8 ½” x 11”
Number of Pages	A. 48 page body + cover B1/B2. Eight page self-cover
Working Days	
Inside Pages	A. Five working days B1/B2. Five working days
Cover	A. Ten working days
Cover	A. 80 lb. fortune gloss book or equivalent (Supply sample)
Ink, Cover	A. 4/4 four color process with aqueous coating
Paper, Body	A. 60 lb. white offset or equivalent (Supply sample) B1/B2. 80 lb. fortune glossbook or equivalent (Supply sample)
Ink, Body	A and B1 - 2/2 black plus one PMS B2 – 4/4 four color process
Bindery	Saddle stitch, trim to size
Art & Images	Art supplied through digital file transfer (FTP, Dropbox, etc.) or flash drive <i>Files created in InDesign with supporting files from Photoshop and Illustrator, printer to create traps.</i>
Proofs	Two bluelines of body plus one blueline and matchprint of cover (Indicate cost for stripping in new pages at blueline, “Per page cost”)
Packaging	Bundle tie in postal count, bundles of 50, total of 35 routes ranging 200-700 per route with the majority averaging 450, skid pack
Shipping	Whittier Post Office 8520 Michigan Ave. Whittier, CA 90605 La Mirada Resource Center 13710 La Mirada Blvd. La Mirada, CA 90638

PRINTER EQUIPMENT AND SERVICES FORM

THIS COMPLETED FORM MUST BE RETURNED WITH THE PROPOSAL:

Date completed: _____

Printing company: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Title: _____

Phone: _____

Type of Printer

- Quick In-plant Small Commercial Medium Commercial
- Large Commercial Broker Specialty in _____

Software

- Mac OS X Version _____ Photoshop Version _____
- InDesign Version _____ Illustrator Version _____

Sheetfed offset presses

Brand _____ max. sheet size _____ x _____

Min. size _____ x _____ #Colors _____ _____ Perfector

Web offset presses

Brand _____ max. roll width _____ cutoff _____ #colors _____

Brand _____ max. roll width _____ cutoff _____ #colors _____

Other printing processes (engraving, thermography, photocopy, etc.)

Bindery

Cutter max sheet dimension _____ folder max. sheet size _____ x _____
min. size _____ x _____

Folding capabilities _____

Binding abilities (wire, paste, saddle stitch, perfect, case, etc.)

Other bindery abilities _____

Pre-press services (halftones, separations, stripping, plate making, etc.)

Miscellaneous in-house services (design, typesetting paste-up, pickup and delivery, storage, direct/bulk mailing, etc.)

Negatives (ownership storage conditions, insurance, etc.)

Previous customer reference for similar job (Provide three.)

Name: _____

Organization: _____

Phone _____

Comments: _____

Name: _____

Organization: _____

Phone _____

Comments: _____

Name: _____

Organization: _____

Phone _____

Comments: _____

PROPOSAL BID FORM

THIS COMPLETED AND SIGNED FORM MUST BE RETURNED WITH PROPOSAL.

(Type or Print)

VENDOR
NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

	WEB OFFSET		SHEETFED OFFSET	
ISSUE PRICE QUARTERLY (A)				
ISSUE PRICE MONTHLY	(B1)	(B2)	(B1)	(B2)
TOTAL ANNUAL PRICE				
DELIVERY				
GRAND TOTAL (WITHOUT TAX)				

TERMS _____

DISCOUNTS _____

ATTACHMENT A
CITY OF LA MIRADA INSURANCE REQUIREMENTS
FOR CONTRACTORS WITHOUT PROFESSIONAL LIABILITY

*Prior to the beginning of, and throughout the duration of, the Work **Diversified Printers, Inc.** (hereinafter "CONTRACTOR"), will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City of La Mirada (hereinafter "CITY") in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to CITY. **The CITY reserves the right to amend or add to the insurance required when it deems necessary prior to the award of a contract.***

CONTRACTOR shall provide the following types and amounts of insurance:

COMMERCIAL GENERAL LIABILITY INSURANCE using **Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01** or the substantial equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in **no event less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.**

BUSINESS AUTO COVERAGE on **ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent.** Limits are subject to review, but in **no event to be less than \$1,000,000 per accident.** If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

WORKERS' COMPENSATION shall be provided on a state-approved policy form providing statutory benefits as required by law with **employer's liability (E.L.) limits no less than \$1,000,000 per accident or disease.**

EXCESS OR UMBRELLA LIABILITY INSURANCE (OVER PRIMARY) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above **a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella.** Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to employees of CONTRACTOR, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of CITY following receipt of proof of

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insurance as required herein. Limits are subject to review but in **no event less than \$1,000,000 per occurrence.**

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an **A.M. Best's rating of A- or better and a minimum financial size VII.** Insurer(s) ratings can be found at <http://www3.ambest.com/ratings/RatingsSearch.asp?AltSrc=9>

General conditions pertaining to provision of insurance coverage by CONTRACTOR. CONTRACTOR and CITY agree to the following with respect to insurance provided by CONTRACTOR:

1. CONTRACTOR agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds CITY, including but not limited to its elected officials, employees, volunteers and agents, using standard **ISO endorsement No. CG 20 10 11 85 or its substantial equivalent form subject to approval by CITY.** CONTRACTOR also agrees to require all consultants, and subcontractors to do likewise. The City has the right but not the duty to verify insurance compliance of subcontractors.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONTRACTOR, or CONTRACTOR's employees, or agents, from waiving the right of subrogation prior to a loss. CONTRACTOR agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all consultants and subcontractors to do likewise.
3. All insurance coverage and limits provided by CONTRACTOR and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any consultants or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability policy, shall be delivered to CITY at or prior to the execution of this Agreement. **In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has**

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the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by CONTRACTOR or deducted from sums due CONTRACTOR, at CITY option.

8. CONTRACTOR agrees to provide 30 days notice to the CITY of any cancellation of coverage by its insurer.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to CITY.
10. CONTRACTOR agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to CITY for review.
11. CONTRACTOR agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to CITY. If CONTRACTOR's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY. At that time the CITY shall review options with the CONTRACTOR, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY will negotiate additional compensation proportional to the increased benefit to CITY.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONTRACTOR of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
15. CONTRACTOR will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled

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or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.

16. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONTRACTOR's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage **must be provided to CITY within 30 days of the expiration of the coverages**. An approved **ACORD Form 25** is required or an exact equivalent subject to CITY approval.
17. The provisions of any workers' compensation or similar act will not limit the obligations of CONTRACTOR under this agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Attachment A supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. CONTRACTOR agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or CONTRACTOR for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.