

REQUEST FOR PROPOSAL
RECREATION AND ACTIVITIES BROCHURE GUIDE
PUBLICATION AND DISTRIBUTION

FOR

CITY OF GLENDORA

For July 2014 – June 2016



PROPOSAL DUE DATE

June 3, 2014

10:00 a.m.

The City of Glendora is hereby given notice of inviting RFP for the Recreation and Activities Brochure Guide. The City of Glendora Community Services Department is issuing an RFP (Request for Proposal) for the Publication and Distribution Recreation and Activities Brochure Guide. The City of Glendora is requesting proposals to include full production, ie. art direction, layout, typesetting, printing and mailing services of an recreation and activities guide detailing available recreation activities in the City of Glendora Community Services Department.

Interested parties are required to purchase the completed Bid Package from the City Clerk's office at a cost of \$10.00 per set plus an additional \$5.00 if mailed.

A copy of the Bid Package can be viewed on the City's website www.ci.glendora.ca.us under Bid/RFP Opportunities. In order for a bid to be considered valid, the proposer **must** purchase a Bid Package from the City Clerk's office.

Interested Parties are invited to submit their sealed proposals as noted in the following Bid Request. **Sealed** Proposals: Interested parties will deliver one (1) original and two (2) copies to the:

**City Clerk's Office
Glendora City Hall
116 E. Foothill Blvd., Glendora, CA 91741
By 10:00 a.m. on Tuesday, June 3, 2014
No public opening will be conducted**

This submission shall include the entire Request for Proposal documentation and any amendments if issued. Proposals received after the above-cited time will be considered a late bid and not accepted.

Please direct any requests for clarification or other questions concerning this RFP to John Aguirre, 116 E. Foothill Blvd., Glendora CA. 91741 or e-mail jaguirre@ci.glendora.ca.us. All requests must be submitted in writing and sent via email no later than **Monday, May 26, 2014 at 5:00 PM**. All questions will be answered in writing via e-mail to all Parties who have purchased RFP.

John Aguirre
Recreation Superintendent

Publish: May 15 & 22

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**NOTICE INVITING
REQUESTS FOR PROPOSALS (RFP)**

NOTICE IS HEREBY GIVEN that the City of Glendora, County of Los Angeles, California (hereinafter "City") will receive sealed Proposals in the Office of the City Clerk at 116 E. Foothill Boulevard, Glendora, California, 91741 until **10:00 a.m.** on the **3rd** day of **June, 2014**, for: **Publication and Distribution of Recreation Activities Brochure Guide.**

NO BIDS WILL BE ACCEPTED AFTER THIS DATE AND TIME!

Each Proposal must conform and be responsive to all requirements set forth in the RFP. Proposals must be addressed to the attention of the City Clerk, sealed and marked on the outside of the envelope as follows: **"Publication and Distribution of Recreation Activities Brochure Guide."** Proposals will be evaluated and a consultant will be selected based on a Qualification-Based Selection process. RFP will be accepted only from bidders who are registered with the City as a Plan Holder. Copies of packet are now on file and open for public inspection in the Office of the City Clerk at the above address and on the City's website at www.ci.glendora.ca.us under Bid/RFP Opportunities. For further information, contact John Aguirre, Recreation Superintendent at (626) 914-8236.

"Official" copies of the RFP may be purchased at the Office of the City Clerk, 116 E. Foothill Boulevard, Glendora, California during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted, upon the payment of \$10.00 per set and, if purchased by mail, an additional \$5.00 per set.

The City of Glendora reserves the right to reject any and all proposals, to waive any informalities in any proposal and select the one that best meets the City's needs.

Kathleen R. Sessman, CMC
City Clerk
City of Glendora

Publish in SAN GABRIEL VALLEY EXAMINER: **May 15 & 22, 2014**

CITY OF GLENDORA COMMUNITY SERVICES BROCHURE

OVERVIEW

The City of Glendora is requesting proposals for a COMMUNITY SERVICES RECREATION AND ACTIVITIES GUIDE PUBLICATION AND DISTRIBUTION.

Workscope: Includes full production, i.e. art direction, layout, typesetting, printing and mailing services of an recreation and activities guide detailing available recreation activities in the City of Glendora Community Services Department. Successful contractor will be required to supply three sample covers per issue, proofs, and completion timeliness, printing and mailing services of the recreation guide. Contractor will be required to submit samples of similar publications with the sealed proposals.

The City of Glendora reserves to right to reject all proposals and issue another Request for Proposal (RFP). The City of Glendora does not reimburse vendors for proposals submission costs.

Price is a consideration in this process, but not the only consideration. Other factors include references, identification and understanding of the city requirements as embodied in the proposal submission package, ability to meet those requirements, provide quality example of work and experience and qualifications of key personnel.

GENERAL REQUIREMENTS

Glendora Community Services Recreation Guide Publication and Distribution Specifications

- Description: Glendora Community Services Recreation Guide
- Frequency: Three issues per calendar year. Six (6) issues over two (2) year Summer, Fall and Winter/Spring with an option to renew for one additional year (three issues)
- Quantity: Summer, Fall and Winter/Spring 20,500 full color finish pieces (no unders, no more than 3% overs).
- Pages: Summer, Fall and Winter/Spring will be forty-eight pages self-cover.
- Cover & Text: 4/4 Self Cover for all Summer, Fall and Winter/Spring issues.
- Paper Stock: 4/4, 45# #5 gloss book
- Page Size: Stich & trim to 8 3/8 X 10 3/4
- Proofs: Contractor shall typeset and provide City with one Low-res digital proof for all interior pages; 4/c Iris proof for cover pages; press check.
- Bindery: Contractor shall fold, saddle stitch, bundle, and prep the Material for each issue, for bulk mailing as required by the United States Postal Service requirements (see attached).
- Delivery: Glendora United States Post Office (deliver and unload); all extra copies delivered to City Hall, 116 E. Foothill Blvd., Glendora, CA 91741. Contractor to supply compatible PDF pages to City Web Master. The City of Glendora will pay postage for delivery of brochure.
- Timeline: Contractor must include project timeline in proposal. This shall be inclusive of project from beginning to end.

INSURANCE ADDENDUM

INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:

- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
- B. Commercial General Liability insurance in the amount of no less than One Million Dollars (\$1,000,000) per occurrence for all coverages and Two Million Dollars (\$2,000,000) general aggregate applicable exclusively to this project, naming the City as an additional insured using Insurance Services Office additional insured endorsement form CG 20 10 11 85 (sample attached). Commercial General Liability insurance shall be provided on Insurance Services Office-CGL form No. CG 00 01 or the exact equivalent.
- C. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. The City, its officers, officials, agents, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.

VENDOR INFORMATION

VENDORS COMPANY INFORMATION (print or type)

Company Name: _____

Owner / Manager Name: _____

PO Mailing Address: _____

City: _____ State _____ Zip _____

Remit to address (if different from PO mailing address)

Company Name: _____

City: _____ State _____ Zip _____

Web Site: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Incorporated? (mark one) Yes ___ or No ___ Federal Tax I.D. # or SSN _____

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? (Circle One)

How many years of relevant experience within the scope of this RFP.? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Glendora with this Request for Proposal have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

(Print Quoting Persons Name)

(Quoting Persons Signature)

(Date)

(Title)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years. Please provide no less than two (2) prototypes of a similar publication (**Type or Print**)

1. Name of Firm, or Agency: _____
Address: _____
City: _____ State: _____ Zip _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

2. Name of Firm, or Agency: _____
Address: _____
City: _____ State: _____ Zip _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

Ref. cont

3. Name of Firm, or Agency: _____

Address: _____

City: _____ State: _____ Zip _____

Contact: _____ Title: _____

Telephone: (____) _____ Email: _____

Service Dates: _____

Brief Summary of Project/Work provided: _____

**ATTACH NOTARY CERTIFICATES HERE
NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA)
) SS
COUNTY OF)

(NAME) _____, affiant being first
duly sworn, deposes and says:

That he or she is _____ of
(sole owner, partner or other proper title)
_____ the party making the foregoing Proposal
(Contractor)

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Vendor's Name: _____
(print)

Vendor's Address: _____
(print)

Telephone No.: _____

(Signature of Proposer) (Title)

All signatures must be notarized. Attach Notary here.

**SCOPE OF SERVICE
CITY OF GLENDORA
COMMUNITY SERVICES BROCHURE**

PUBLICATION AND DISTRIBUTION SPECIFICATIONS

Scope of Service:

The City of Glendora publishes a full color Community Services Brochures 3 times year that is delivered to approximately 18,500 postal customers. The City is soliciting bids to complete the necessary services in the graphic design, typesetting, layout, printing and mailing of the publication. Printing of Material (please indicate whether method shall be "Sheetfed," or "Web-heatset," or "Web-cold," or "Other," or "Combination" thereof). The City will provide the Contractor with the complete text on a disk formatted in Microsoft Word and a hard copy. The Contractor must provide all other services required to complete the publications including but not limited to the following

- Quantity: 20,500 full color finished pieces (no unders, no more than 3% overs) for all Summer, Fall and Winter/Spring issues
- Frequency: Three issues per calendar year. Six (6) issues over two (2) year Summer, Fall and Winter/Spring with an option to renew for one additional year (three issues)
- Pages: Summer, Fall and Winter/Spring issues: forty-eight (48) in total self-cover.
- Paper Stock: 4/4, 45# #5 gloss book
- Page Size: Stitch & trim to 8 3/8 X 10 3/4
- Covers & Text: 4/4 self-cover for all Summer, Fall and Winter/Spring issues.
- Proofs: Contractor shall typeset and provide City with one Low-res digital proof for all interior pages; 4/c Iris proof for cover pages; press check.
- Artwork: Contractor to provide graphics as needed throughout publication except those provided by City. Contractor to provide design of front and back cover art work. City to provide digital files (both InDesign and pdf format) on disk. Monotone images in EPS format; 4/c and gray-scale images in TIFF format. Contractor must have access to stock photos (public domain and non-copyrighted material) that include images of people, recreational activities, special events, etc.

Bindery: Contractor shall fold, saddle stitch, bundle, and prep the Material for each issue, for bulk mailing as required by the United States Postal Service requirements (see attached).

Delivery: Recreation Guide - Glendora United States Post Office (deliver and unload); all extra copies delivered to City Hall, 116 E. Foothill Blvd., Glendora, CA 91741. Contractor to supply compatible PDF pages to City Web Master. The City of Glendora will pay postage for delivery of brochure. Flyers delivery to the City of Glendora

Brochure bids must include all costs associated with fulfillment of these specifications, including, but not limited to, layout, typesetting, printing plates, binding materials, production and delivery of blueline proofs, and physical delivery of the finished brochures.

All extra charges must be approved in writing.

CITY OF GLENDORA

AGREEMENT FOR PUBLICATION AND DISTRIBUTION OF THE COMMUNITY SERVICES RECREATION AND ACTIVITIES BROCHURE GUIDE

THIS AGREEMENT made and entered into this ____ day of _____ 2014, between the "CITY OF GLENDORA", a municipal corporation, hereinafter referred to as 'City' and "Vendor", hereinafter referred to as "Contractor". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** Contractor hereby agrees to full production to include; typesetting, layout, art direction, printing and mailing services on the City' behalf, three (3) issues per year, for each of the two (2) years of the Glendora Community Services Recreation and Activities Brochure Guide (the "Material") pursuant to the specifications hereinafter set forth and as shown in Scope of Services to this Contract, which is incorporated herein by this reference. The City agrees to pay the Contractor the sum of \$_____, which is one-sixth (1/6) of the total contract price of \$_____ upon satisfactory and timely completion of the printing of each issue required herein for the two year contract.

2. **STATUS OF CONTRACTOR.** Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Contractor to perform its duties under this Agreement.

3. **CONTRACTOR'S KNOWLEDGE OF APPLICABLE LAWS.** Contractor shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees shall not be liable at law or in equity as a result of any failure of Contractor to comply with this section.

4. COMPENSATION AND METHOD OF PAYMENT. Each periodic payment shall be made within thirty (30) days of delivery of Material for one (1) and each of the six (6) issues to the Glendora United States Post Office for posting in the United States Mail ("Posting"); provided, however, that upon an increase in the price of the paper required by this Contract, Contractor shall notify City of the increase in paper prices and provide documentation therefore of any increase in the price of the paper specified therein. Said notice shall be given before commencement of printing any issue so affected. Upon receipt of such notice, City shall have the right: 1. to terminate this Contract as to the affected issue of any subsequent issues required by this Contract and as yet unprinted, in writing, within five (5) days of receipt of such notice; or, 2. within five (5) days of such notice, to select other paper for that and any subsequent issues required hereby, if such price increase exceeds that deemed reasonable by the City in its sole discretion. In no event shall Contractor proceed with the printing of the Material for any issue, after noticing a paper price increase, without prior written approval by the City.

5. SPECIFICATIONS. Printing of the Material (please indicate whether method shall be "Sheetfed," or "Web-heatset," or "Web-cold," or "Other," or "Combination" thereof) shall be done pursuant to the following:

- a. Numbers of issues: Contractor shall print Material of six (6) different issues, three (3) each year, for two (2) years, of the Community Services Brochure with an option to renew for one additional year, three issues.
- b. Quantity/Pages: Contractor shall provide 20,500 full color finished pieces (no unders, no more than 3% overs) for all Summer, Fall & Winter/Spring issues of the Material; each issue shall not exceed forty-eight (48) pages, including cover.
- c. Page Size: Stitch & trim to 8 3/8 X 10 3/4
- d. Paper stock: 4/4, 45# #5 gloss book
- e. Covers & Text: 4/4 Self cover for all Summer, Fall and Winter/Spring issues.
- f. Artwork: City to provide digital files (both InDesign and pdf format) on disk. Monotone images in EPS format; four-color and grayscale images in TIFF format.
- g. Proofs: Contractor shall provide City with one low-res digital proof of all interior pages/color Iris proof of covers paginated for each issue. City shall review and return corrected blueline or equivalent within 24 hours or two business days after delivery of blueline or equivalent to the City.

- h. Binding: Contractor shall fold, saddle stitch, and bundle the Material for each issue, prepare for bulk mailing according to United States Postal Service requirements, and deliver each issue to the United States Glendora Post Office no later than the tenth (10th) day after receiving digital files from the City.
- i. City Ownership and Possession of Materials Provided to Contractor: All Materials furnished to the Contractor must be returned to the City within one (1) week of the Contractor's delivery of finished publication to the Glendora Post Office.

6. TERMINATION OF AGREEMENT. This Agreement will terminate on June 30, 2016, unless otherwise extended. This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice. In the event of such termination, Contractor shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

7. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City.

8. RELEASE OF INFORMATION. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code Section 6250, et seq. Contractor, its officers, employees, agents or subcontractors shall not, without written authorization from the Director of Community Services or her designee or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

If Contractor or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Contractor for any damages caused by Contractor's conduct, including the City's attorney's fees.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement

and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite said response.

9. CONFLICTS OF INTEREST. Contractor covenants that neither Contractor nor any officer or principal of Contractor's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by Contractor as an officer, employee, agent or subcontractor without the express written consent of the Community Services Director or her designee. If required by the Director of Community Services or her designee, Contractor's principles, officers, employees or agents shall file a disclosure statement pursuant to the Political Reform Act, Government Code Section 87200.

10. DEFAULT. In the event that Contractor is in default of any term of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor.

11. INDEMNIFICATION. Contractor represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Contractor and City relies upon the skills and knowledge of Contractor. Contractor shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Contractor or to any other person for, and Contractor shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of negligent or willful acts or omissions of Contractor, its agents, officers, directors or employees, in performing any of the services under this Agreement

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify the Indemnitees as above provided, Contractor, upon notice from the City, shall defend the Indemnitees at

Contractor's expense by counsel acceptable to the City. The Indemnitees shall not have first paid any of the matters as to which the Indemnitees are entitled to indemnify in order to be so indemnified. The insurance required to be maintained by Contractor under paragraph 16 shall ensure Contractor's obligations under this paragraph 15, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this paragraph 15 shall survive the expiration or earlier termination of this Agreement.

12. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:

- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
- B. Commercial General Liability insurance in the amount of no less than One Million Dollars (\$1,000,000) per occurrence for all coverages and Two Million Dollars (\$2,000,000) general aggregate applicable exclusively to this project, naming the City as an additional insured using Insurance Services Office additional insured endorsement form CG 20 10 11 85 (sample attached). Commercial General Liability insurance shall be provided on Insurance Services Office-CGL form No. CG 00 01 or the exact equivalent.
- C. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. The City, its officers, officials, agents, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.

13. NON-DISCRIMINATION CLAUSE. Contractor represents and warrants that it does not and shall not discriminate against any subcontractor, contractor, employee or applicant for employment in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap.

14. UNAUTHORIZED ALIENS. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

15. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

16. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

17. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party as follows:

- (a) That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
- (b) That each party has lawfully authorized the execution of this Agreement.

18. GOVERNING LAW. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Los Angeles County Superior Court.

19. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Contractor. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

20. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

21. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City:

Attention: La Shawn Butler, Director of Community Services
City of Glendora
116 E. Foothill Boulevard
Glendora, California 91741

To Contractor: _____

Attention: _____

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

22. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONTRACTOR

By _____ By _____

Title _____ Title _____

CITY OF GLENDORA

By _____

Title _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

ACCO Basic Addressing

3.0 Use of Alternative Addressing

3.1 General Information

3.1.1 Use

Alternative addressing formats may be used as described in 3.2 through 3.4 in *Use of Alternative Addressing*.

3.1.2 Prohibited Use

Alternative addressing formats may not be used on:

- a. Express Mail pieces.
- b. Mail with any extra service under 503.
- c. Mail with any ancillary service endorsement under 507.1.1 through 507.1.8.
- d. Periodicals intended to count as subscriber or requester copies to meet the applicable circulation standards.
- e. Mail addressed to an overseas military post office under 703.2.2.

3.1.3 Treatment

Mail with an occupant or an exceptional address format is delivered as addressed and is not forwarded. Such mail is treated as undeliverable only when the address is incorrect or incomplete or when the mail cannot be delivered for another reason related solely to the address (e.g., a vacant building), as shown in Exhibit 1.4.1, *USPS Endorsements for Mail Undeliverable as Addressed*. Periodicals publishers are notified when mailpieces with the occupant or exceptional address formats are undeliverable for solely address-related reasons. Mail with a simplified address format is distributed to all deliveries on a route or to post office boxholders. Undeliverable mail with any alternative addressing format is disposed of as waste under 507.1.9.1.

3.2 Simplified Address

3.2.1 Use—Rural and Highway Contract Routes, P.O. Boxholders

[9-13-07] The simplified address format ("Postal Customer") may be used on mail only when complete distribution is made to each family (household residence) or boxholder on a rural or highway contract route at any post office or to all post office boxholders at a post office without city carrier service. The following also applies:

- a. Mailers may use a more specific address, such as "Rural Route Boxholder," for mail intended to all boxholders on a rural route, followed by the name of the post office and state. The word "Local," instead of the post office and state name, is optional; however the Postal Service recommends using the post office and state name for mail not dropshipped directly to a destination delivery unit.
- b. Mailers may use "Residential Customer" to indicate that delivery is desired to residential addresses only.
- c. See 703.6.0 for congressional mail.

3.2.2 Use—City Routes, P.O. Boxholders

When distribution is to be made to each active possible delivery on city carrier routes or to each post office boxholder at a post office with city carrier service, the addressee's name; mailing address; and city, state, and ZIP Code may be omitted from the address only on pieces mailed as official matter by agencies of the federal government (including mail with the congressional frank prepared under 703.6.0); any state, county, or municipal government; and the governments of the District of Columbia, the Commonwealth of Puerto Rico, and any U.S. territory or possession listed in 608.2.0. The requirement for distribution to each stop or post office boxholder may be modified for congressional mail under 703.6.0. The following also applies:

- a. Only these forms of address may be used instead of the addressee's name and address:
 - 1. "Postal Customer" (delivery desired at all addresses).
 - 2. "Residential Customer" (delivery desired at residential addresses only).
 - 3. "Business Customer" (delivery desired at business addresses only).
- b. At least 10 days before the mailing date, the mailer must submit a sample mailpiece and the following information to the entry office postmaster (in response, the mailer receives a mailing schedule that must be followed):
 - 1. Proposed mailing date.
 - 2. Total number of pieces being mailed.
 - 3. Method of postage payment.
 - 4. Names of all city delivery post offices to receive any of the mailing and the number of pieces for each.

3.2.3 Mail Preparation

[9-13-07] Mailers must prepare letter-size pieces in trays. Mailers must prepare flat-size pieces and irregular parcels in carrier route bundles in sacks or directly on pallets. Bundles, sacks, or trays may be placed on 3-digit, 5-digit, or 5-digit scheme pallets under 705.8.10. In addition to the required simplified address, each bundle must bear a facing slip showing the desired distribution (for example, 5-digit ZIP Code and route number) or the top piece of each bundle must include the route number and ZIP Code. Mailers may obtain delivery statistics for routes as described in 509.1.0. The following also applies:

- c. All pieces must be in the same processing category.
- d. Mailers must mark pieces according to 102, 202, 302, or 402.
- e. Mailers must prepare all pieces for the same carrier route in bundles of 50, so far as practicable. If the pieces are bundled in quantities other than 50, mailers must show the actual number of pieces on the facing slip or on the top piece of the bundle.
- f. If selective distribution is desired, the mailer must include enough pieces to cover the routes selected.

3.2.4 Postage

Postage must be paid with permit imprint, meter indicia, precanceled stamps, or other authorized methods not requiring cancellation, according to the standards for the class of mail.

3.2.5 Address Designation

Only the address designations in 3.2.1 or 3.2.2 may be used. Other designations (e.g., "Food Buyer," "Voter") are not permitted.

3.3 Occupant Address

3.3.1 Use of Occupant Address

The occupant address format ("Postal Customer" or "Occupant," "Householder," or "Resident") may be used to address mail selectively to a rural route and box number, a specific street number, or a specific post office box number without using the addressee's name:

Example
POSTAL CUSTOMER
2711 ORDWAY ST NW APT 204
WASHINGTON DC 20008-5036

3.4 Exceptional Address

3.4.1 Use of Exceptional Address

The exceptional address format ("Jane Doe or Current Resident" or "Jane Doe or Current Occupant") may be used on any mail except mail types listed in 3.1.2. The word "Current" is optional. The order of the words may be reversed (e.g., "Current Resident or Jane Doe" rather than "Jane Doe or Current Resident").

3.4.2 Placement

The exceptional address format must be placed in the address block, with the following exceptions:

- a. If all the current resident/occupant information cannot be placed on the first or second line of the address, the exceptional address format may be placed no more than 3/4 inch above the address block.
- b. If an optional endorsement line (OEL) is used, the mailer may elect to place the exceptional address format above the OEL. In these cases, the exceptional address format must be at least 1/2 inch, but not more than 3/4 inch, above the optional endorsement line. If a window envelope is used with an OEL, the exceptional address information may be printed either in the area on the insert showing through the window or on the envelope above the window.

**REQUEST FOR PROPOSAL
PUBLICATION AND DISTRIBUTION FOR COMMUNITY SERVICES BROCHURE
BID PROPOSAL**

Printing Method _____

Six (6) 48 pages self-cover brochure, (2) Summer, (2) Fall and (2) Winter/Spring

Graphic design, layout & artwork \$ _____
(Contractor to provide three (3) sample covers per brochure)

Printing \$ _____
20,500 copies
Cover & Text: Four/Four self-cover

TOTAL PRICE: \$ _____

Option 1:

Printing of 1,000 extra brochures \$ _____

Option 2:

Cost for adding four (4) extra pages per brochure \$ _____

Option 3:

Flyers for Special Events

Graphic design, layout & artwork \$ _____
(per flyer, if necessary)

Printing

Die Cut per order \$ _____
500 copies \$ _____
1,000 copies \$ _____
5,000 copies \$ _____

Submitted By: _____

Address: _____ Email: _____

City: _____ Phone: _____

Signature: _____ Date: _____

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UNOFFICIAL