



Town of Apple Valley
Request for Bid
Printing and mailing of "Our Town" newsletter
(Anticipated 8 issues for 2016/17-2017/18 Fiscal Years)

DATE OF ISSUANCE: Thursday, February 4, 2016

DEADLINE FOR SUBMITTAL: Wednesday, February 17, 2016

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Deliver or mail bid to:

Town of Apple Valley
Attn: Charlene Engeron, Public Information Specialist
14955 Dale Evans Parkway
Apple Valley, CA 92307
Ph: (760) 240-7000 x 7072

I. BID INFORMATION

A. **EVALUATION OF BIDS**

The Town of Apple Valley reserves the right to accept or reject any and all bids and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; past experiences of the Town of Apple Valley with the bidder; references regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.

B. **DELIVERY POINT**

The ***Our Town newsletter*** to be furnished shall be delivered to the Victorville Post Office Bulk Delivery Unit, 16333 Green Tree Blvd, Victorville, California, 92395 then delivered on to the Apple Valley Post Office, 22099 Highway 18, Apple Valley, California, 92307 for final delivery.

Labeling and pre-sort services must be provided as part of the bid, since the Town does not intend to use a third party to provide mailing services. All newsletters that are leftover, not to exceed 1,200, after the labeling shall be delivered to the Town of Apple Valley, Development Services Building 14975 Dale Evans Parkway, Apple Valley, California, 92307.

C. SCOPE OF WORK

1. Please provide bid for a 12-page newsletter to be printed in December, March, June and September of each fiscal year. This schedule is subject to change.
2. Finished size shall be a 12-page self cover saddle stitched newsletter comprised of three (3) 17" x 11" pages folded to 8.5" x 11" for post office delivery and Town delivery.
3. Printed full color, 2 sides.
4. Current quantity is approximately 32,000 (approximately 1,000 more than current delivery statistics from the post office for 92307 and 92308). Printer is responsible for obtaining updated delivery statistics for each issue.
5. Text and art to be provided by the Town and delivered electronically for placement by printer.
6. An electronic PDF (vertical layout, web friendly) version shall be sent to the Town of Apple Valley electronically after final draft of each issue has been approved.
7. All pages: 70# Endurance Gloss Book white paper or its equivalent.
8. Quote as final product, including printing, bindery, mail preparation and delivery. *Please note that tax should only be included for the 1,000 copies delivered to Town Hall. IRS codes exclude tax on mailed copies.*
9. Plus 2% overrun allowed, **absolutely no under-runs.**
10. Provide electronic proofs of the newsletter for edits. Acceptance by Public Information Officer or designee is required, or reprint will be at expense of Printer.
11. Printer must also provide the labeling services and pre-sort newsletters by carrier route for the 92307 and 92308 zip codes.
 - Obtain updated delivery statistics for each issue (available to order by calling 1-800-238-3150)
 - All newsletters for the same carrier route must be bundled in sets of 50 each and each package must bear a facing slip showing desired distribution (5-digit zip code and route number).
 - If the brochures are bundled in groups other than 50 each, the actual number must be shown on the facing slip.
 - Newsletters prepared for mailing are to be drop-delivered to the Victorville Post Office Bulk Delivery Unit, 16333 Green Tree Blvd, Victorville, California, 92395 for weighing then delivered on to the Apple Valley Post Office, 22099 Highway 18, Apple Valley, California, 92307 for final delivery.
 - Leftover newsletters are to be delivered to the Town of Apple Valley, Development Services Building 14975 Dale Evans Parkway, Apple Valley, California, 92307.

II. TOWN CONTRACT INFORMATION

A. PERFORMANCE

1. Bidder shall defend any and all suits and assume all liability for any and all claims made against the Town of Apple Valley or any of its officials or agents for the use of any patented process, device or article forming a part of the *Our Town* newsletter.
2. The successful bidder shall deliver the *Our Town* newsletter pursuant to these instructions, and shall guarantee it meets the specifications as set forth herein. If it does not, the successful bidder shall be required to correct the same at their own expense and within a time frame deemed acceptable by the Town of Apple Valley.
3. In case the delivery of the item under contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the agent of the Town of Apple Valley.

B. AFFIRMATIVE ACTION

The Town of Apple Valley hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the bid proposals for award of contract.

C. PROHIBITED INTEREST

No member, officer, or employee of the Town of Apple Valley or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the Town of Apple Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the Town of Apple Valley, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

D. AWARD OF CONTRACT

The Town of Apple Valley reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding process. The Town of Apple Valley further reserves the right to award the contract to other than the lowest Bidder if such action is deemed to be in the best interest of the Town of Apple Valley. The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Bid Proposals. The bidder's signature on the Bid Proposal form shall constitute a commitment on the part of that Bidder to furnish the services as set forth in the Bid Packet. The Bidder to whom the contract is awarded shall be notified upon approval of the contract by the Town Manager. The complete Bid Packet shall be considered as part of the contract between the Town and the Bidder to whom a Purchase Order is issued.

E. TERMINATION FOR DEFAULT

The Town of Apple Valley, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

The Town's right to terminate this contract may be exercised if the Contractor does not cure such failure within five (5) days, after receipt of the written notice from the Town of Apple Valley.

Upon termination of the contract with the successful bidder, the Town of Apple Valley may award the contract to the second lowest responsible bidder, if it is deemed to be in the best interests of the Town of Apple Valley.

F. TERMINATION FOR CONVENIENCE

The Town of Apple Valley may, by written notice, terminate this contract in whole or in part, when deemed in the Town's interest. Upon termination of this contract, the Town of Apple Valley shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

G. INDEMNIFICATION

The supplier agrees to protect, defend, indemnify and hold harmless the Town, its officers, directors, agents, employees, servants, and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Town and the supplier) and damage to property, directly or indirectly out of the obligations herein undertaken or out of the operations conducted by the supplier, its employees, agents, representatives or subcontractors under or in connection with this contract.

H. PUBLIC RECORD

Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Bidder must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Bidder claims are exempt from disclosure pursuant to the California Public Records Act and Government Codes regarding public records. The Bidder who claims such an exemption must also state in the proposal that, "The Bidder agrees to indemnify and hold harmless the Town and its officers, employees and agents from any claims, liability, or damages against the Town and to defend any actions brought against the Town for its refusal to disclose such material, trade secrets or other proprietary information to any party."

III. BID PROPOSAL FORMS

The undersigned hereby agrees to furnish and deliver printed products as described in the preceding specifications.

Proposal for – 12 Page Newsletter

	Item	Description	Price
1	32,000 copies	12-page folded to 8.5 x 11	
2	Labor	Typesetting & Layout	
3	Mailing services	Label and sort according to Post Office guidelines	
4	Delivery	Deliver to bulk mail location at Victorville Post Office, with 1,000 delivered to Apple Valley Town Hall	
5	Tax		

Please identify and explain any exceptions that you are making to the Town of Apple Valley specifications: _____

Samples must be provided with this Bid Proposal Form.

Bidder: _____

Address: _____

Phone: _____ Fax: _____

Signature Date

Printed name Title

PROPOSER IDENTIFICATION

1. Legal name of Proposer: _____

2. Proposer's Project Manager: _____

3. Street Address: _____

4. Mailing Address: _____

5. Business Telephone: _____

6. Facsimile Telephone: _____

7. Email Address: _____

8. Type of Business:

Sole Proprietor Partnership Corporation _____ Other: _____

If corporation, indicate State where incorporated: _____

9. Business License number issued by the City where the Proposer's principal place of business is located.

Number: _____ Issuing City: _____

10. Town of Apple Valley Business License number, if available: _____
Successful bidder will be required to obtain a Town of Apple Valley Business License before any contracts are signed.

11. Federal Tax Identification Number: _____

SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

A. I hereby certify that I have the authority to offer this proposal/bid to the Town of Apple Valley for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

CUSTOMER REFERENCES

Proposer: _____

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	