CITY OF LANCASTER

RFP NO. 726-20

“Outlook Magazine” Design, Production, and Mailing Services

SUBMISSION DEADLINE

July 29, 2020

BY 2:00 P.M.
(13:59:59 – ACCORDING TO THE CITY’S OFFICIAL BID CLOCK)

SUBMIT TO:

Office of the City Clerk
Lancaster City Hall
“RFP 726-20”
44933 Fern Avenue
Lancaster, CA 93534

For questions concerning this RFP contact by e-mail:
Dan Berkovitz, Purchasing Agent
dberkovitz@cityoflancasterca.org
REQUEST FOR PROPOSALS (RFP) FOR 
“OUTLOOK MAGAZINE” DESIGN, PRODUCTION, AND MAILING SERVICES

INTRODUCTION

The City of Lancaster is interested in acquiring “Outlook Magazine” Design, Production, and Mailing Services. The Outlook Magazine is a periodical of the City of Lancaster that is published quarterly and distributed to households in the City. The Outlook Magazine provides updates to residents on the happenings in the City.

This RFP includes 3 primary tasks required for the vendor(s) to perform. These tasks include design, production (printing), and mailing of the Outlook Magazine. Vendors may submit a proposal for one, two, or all three of these tasks.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

INSTRUCTIONS TO VENDORS

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted via email or via Public Purchase to Dan Berkovitz, MBA, CPPB, SPSM, Purchasing Agent at dberkovitz@cityoflancasterca.org prior to the deadline for questions.

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this Request for Proposal may disqualify a Vendor.

CLARIFICATION STATEMENTS

For clarification purposes, the words “Contractor”; “Consultant”; “Vendor”; “Supplier”; “Company”; “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”; “Quote”; and “Proposal” shall be read to be one and the same. “City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Vendor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Vendor from this procurement transaction.
PROPRIETARY MATERIAL

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information’s use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Vendor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Vendor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Vendor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Vendor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Vendor’s demonstrated ability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

An intended form of agreement should be included as an appendix.

Proposals shall not exceed 10 double-sided pages or 20 single-sided pages and must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. Cover Letter

The proposal shall be transmitted to the City with a cover letter stating the Vendor’s understanding of the work to be done, a statement why the firm believes itself to be best qualified to perform, and the name, address and telephone number of the person(s) who will be authorized to represent your firm. The letter shall be signed by an officer of the bidding firm authorized to bind the firm to all commitments made in the proposal.

2. Company Information

This section should include contact person (contract/project manager) information, address and telephone number of the company main office and branch offices that may provide service to the City. Any supplemental
information that Vendor believes may be pertinent to the selection process may be provided here. If the Vendor is a joint venture, each party of the joint venture shall submit the required forms stated in this RFP.

3. **Company Personnel**

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, and job classifications of all personnel who would be assigned to perform work under the Contract.

Note: All supervisors must have a minimum of three (3) years experience and adequate technical background.

Subcontractors’ names and city of business shall be complete and legible. Clearly state that portion of work to be performed by each Subcontractor listed, by trade, and the by estimated dollar amount. Vendor may be required to submit additional information regarding the experience and qualifications of Subcontractors.

Vendor shall be required to perform, with its own forces, contract amounting to at least 50% of the total contract price.

4. **Experience and References**

Vendor shall provide evidence of three (3) references for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past three (3) years. The references shall include names, addresses, current email and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients.

5. **Timeframes**

Vendor shall provide a list of timeframes and/or dates with key events/deadlines for each project Task it is applying to. This timeframe should consider the end of one phase to the completion of the next phase. It is of paramount importance that the Vendor can perform the services in a timely manner.

6. **Pricing**

The Vendor shall provide pricing for all work necessary to conduct services as defined by Exhibit A - Scope of Services.

Include the Proposed Schedule of Pricing as shown in Exhibit A. The Schedule shall include a lump sum covering all services as described in Scope of Services.

7. **Statement regarding Insurance.**

The Vendor shall include a statement acknowledging that Vendor is capable of obtaining and maintaining the insurance requirements as included in the Insurance Section of Exhibit B – Sample Agreement. If Vendor is unable to provide evidence of the required insurance, the City may find the Vendor non-responsive.

8. **Signature Sheet**

Complete the included Signature Sheet and include it with the Proposal submission.
9. Work Samples

Magazine quality is of paramount importance to the city. Submit work samples with the proposal to demonstrate the quality of the design process and/or the production process.

10. Other

Provide recommendations that could reduce cost but maintain quality. List any other information that might aid in our selection.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Vendors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Vendors who have furnished or requested an RFP.

If Vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Vendor, or an error that reasonably should have been known to the Vendor, Vendor shall submit its Proposal at his/her own risk, and if Vendor is awarded a Contract, Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Vendors. Such Addendum shall also be posted on the City’s website. Vendor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Vendor shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Vendor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

An individual submitting a Proposal shall sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall follow the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer’s will be accepted if an authenticated power of attorney or corporate resolution is attached.

WITHDRAWAL OF PROPOSAL
A Proposal may be withdrawn after its submission by written or facsimile request signed by the Vendor or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right make use of any information or idea contained in the Proposal.

Vendor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

EVALUATION OF PROPOSALS

A committee of at least three staff shall evaluate all Proposals.

Proposals will be evaluated and scored on the following criteria:

- Quality of proposers work samples (35 points)
- Cost proposal (30 points)
- Demonstrated successful experience with similar projects (25 points)
- Qualifications of proposer and ability to meet deadlines (10 points)

After the initial evaluation, if deemed necessary by the City, short-listed vendors may be invited to provide the City with an on-site demonstration, presentation, or interview, of their service or product. If conducted, short-listed vendors will be evaluated during this presentation.

The most highly qualified Vendor(s) (for each task) shall then enter into negotiations with the City to formalize the Agreement and Compensation. These negotiations will address a fair and reasonable price for services and other terms of the Agreement. If the City is unable to obtain a fair and reasonable price, or cannot reach an agreement regarding the terms and compensation, then the City will end negotiations with that Vendor.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City’s waiver of an immaterial defect shall in no way modify this RFP or excuse the Vendor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City’s terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Vendor to perform, and the Vendor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT

The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the
The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Vendors whose Proposal best complies with the requirements of this RFP. The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

**CONTRACT TERM**

The total term of the Agreement shall be until June 30, 2021. The Agreement may extend for additional four 1-year terms upon mutual agreement in writing by both parties.

Pricing shall remain firm for the initial contract term. Should the option to renew for additional terms be exercised, the City and the Vendor may negotiate any and all pricing increases and term length. Any decrease in costs to Vendor shall be passed through to the City.

**CONTRACT DOCUMENTS - PRECEDENCE**

In submitting a Proposal, the Vendor agrees to enter into an Agreement with the City.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City’s Request for Proposals and Addenda, if any
- Vendor’s Response to the Request for Proposals

**EXECUTION OF AGREEMENT**

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Vendor.

A. The Agreement in the form agreeable to both parties, properly executed by the Vendor.

B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit B.

No Agreement shall be binding upon the City until all documents are fully executed by the Vendor and the City.

**FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Vendor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Vendor.

**CANCELLATION**

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

**ADMINISTRATIVE CONTACTS**
Any questions regarding contractual terms and conditions, proposal format, Attachment A - Scope of Services, or Insurance Requirements shall be directed to:

Dan Berkovitz, MBA, CPPB, SPSM  
Purchasing Agent  
(661) 723-5845  
(661) 723-6180 fax  
dberkovitz@cityoflancasterca.org

DUE DATES

All Proposals (an original and three copies) are due by 2:00 (13:59:59) P.M. on Wednesday, July 29, 2020. Any Proposal or samples received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Packages containing product sample’s must be clearly marked on the outside with the name of the Vendor and RFP title.** It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFP. Email and facsimile responses will not be considered. Any late Proposals shall be returned unopened, to the Vendor.

SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Distribution</td>
<td>July 17, 2020</td>
</tr>
<tr>
<td>Last Day to Submit Questions</td>
<td>2:00 P.M., July 23, 2020</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>2:00 P.M., July 29, 2020</td>
</tr>
<tr>
<td>Proposal Evaluation by Committee</td>
<td>Week of August 3, 2020</td>
</tr>
<tr>
<td>Tentative Selection/Award</td>
<td>Tentatively, August 2020</td>
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</table>
SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 726-20.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Vendor hereby certifies that it has:

☐ Read each and every clause of this RFP and addenda, including Addendum # __________.

☐ Included all costs necessary to complete the specified work in its proposed prices.

☐ Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Vendor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: ________________________________________________________________

Address: ___________________________________________________________________

Fed ID No: ____________________ DIR # (if applicable): ____________________________

Name (print): _____________________________

Name (sign): ______________________________

Title: ______________________________________________________________________

Telephone: _____________________________ Fax: ________________________________

Email: _________________________________ Date: ____________________________

To receive consideration for award, this signature sheet must be returned with the Proposal.
0. **ALL TASKS**

**PROJECT:** Quarterly Outlook Magazines  
Proposal for 2020-2021 FY will be 3 prints  
Winter 2020 – typically mailed end of November beginning of December  
Spring 2021 – typically mailed end of February beginning of March  
Summer 2021 – typically mailed end of May beginning of June

Any subsequent fiscal year extensions to the initial term of the agreement will include all 4 quarters/prints including Fall – typically mailed end of August beginning of September

**FINAL SIZE:** 8.5” X 11”

1. **TASK 1 - DESIGN**

**SCOPE OF WORK:** Design, copywriting assistance, and production of final art on 52-page issue of the OUTLOOK Newsletter. Attend client meetings, coordinate with staff and oversee printing.

Design, copywriting, and production of final artwork for up to three (3) partner ads.

Professional photography services

Stock photography

**ART:**  
Print-ready pdf and native files

**PROOFS:** digital color proof and one (1) print color proof

**MISC:** Must provide work to production firm and/or city upon request

2. **TASK 2 – PRODUCTION (PRINTING)**

**PROJECT DESCRIPTION:**  
48-page self-cover newsletter  
52-page self-cover newsletter  
44-page self-cover newsletter with an 8-page gatefold insert in the center spread (52 page total)

The Outlook Magazine is currently printed on a web press. Please include the type/model of presses(es) with proposal; i.e. sheetfed, web or digital
QUANTITY: 63,500

STOCK: 70# gloss book

INK: 4/4 CMYK, full breeds, print two sides

FINISHING & DELIVERY: Saddle stitch on 11” side; 63 M skid pack, deliver to mail house (potentially located in Lancaster); balance carton pack for delivery to the City of Lancaster

ART: Print-ready pdf and native files

PROOFS: IRIS color proof, trimmed and stitched inkjet or digital color proof

MISC: Must ship/deliver Magazine product to mailing firm (in Task 3) or city

3. TASK 3 – MAILING

PROJECT

DESCRIPTION: Mailing:

Lancaster BMEU EDDM Delivery: 1 Quantity as entered
EDDM Bulk Processing: 1 per Finished Piece
Simple Presort LBS: 20788 Quantity as entered

QUANTITY: 61,300

4. Pricing Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Quote for Initial Year (3 quarters)</th>
<th>Quote for additional years (4 quarters) if exercised</th>
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<tbody>
<tr>
<td>Task 1 - Design</td>
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<td>Task 2 – Production (63,500 per quarter)</td>
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<td>Task 3 – Mailing (61,300 per quarter)</td>
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</table>
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “AGREEMENT”) is made and entered into this _____ day of ____, 20__, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and _____ (the “VENDOR”).

RECITALS

WHEREAS, OWNER desires to engage VENDOR to perform certain services, as provided herein, identified as:

RFP 726-20 “Outlook Magazine” Design, Production, and Mailing Services

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

   The parties to this AGREEMENT are:

   A. OWNER: City of Lancaster.
   
   B. VENDOR: (company name)

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

   OWNER
   City of Lancaster
   Attn:
   44933 North Fern Avenue
   Lancaster, California 93534

   VENDOR
   (Name, Title)
   (Company name)
   (address)
   (city, state zip)

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.
4. **Incorporation by Reference.** The VENDOR’S Proposal is hereby incorporated in and made a part of this AGREEMENT. VENDOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

   - First: This AGREEMENT
   - Second: The RFP
   - Third: The VENDOR’S Proposal

6. **Description of Work.** OWNER hereby engages VENDOR, and VENDOR accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services” attached hereto as Exhibit “A”. VENDOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Scope of Services. The Department Director his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Department Director, or his or her designee.

7. **Obligations of the OWNER.**

   A. The total compensation to be paid by OWNER to VENDOR for all work and services described in Scope of Services is not to exceed $_____. VENDOR’S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit “B” attached hereto and made a part hereof.

   B. No payment made hereunder by OWNER to VENDOR, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by VENDOR of its obligations under this AGREEMENT.

8. **Obligations of the VENDOR.**

   A. VENDOR shall perform as required by this AGREEMENT. VENDOR also warrants on behalf of itself and all Subcontractors engaged for the performance of this AGREEMENT.

   B. VENDOR shall be responsible for payment of all employees' and Subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by VENDOR in preparing its statements to OWNER as a condition precedent to any payment to VENDOR.

10. **Hold Harmless and Indemnification.** VENDOR agrees to indemnify and hold harmless the OWNER, its elected officials, officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney’s fees, incurred in or in any manner arising out of or related to VENDOR’S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. VENDOR agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of VENDOR or on the part of its employees.
11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Department Director and VENDOR.

12. **Non-Discrimination and Equal Employment Opportunity.**

   A. In the performance of this AGREEMENT, VENDOR shall not discriminate against any employee, Subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. VENDOR will take affirmative action to ensure that Subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

   B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of VENDOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of VENDOR and its Subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

13. **Termination for Convenience.** The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to VENDOR of such termination and specifying the effective date thereof. OWNER shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

14. **Independent Vendor.** VENDOR is an independent Vendor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; VENDOR is an independent Vendor.

15. **Insurance.**

   A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide:

   **Commercial General Liability**

   - Each Occurrence: $1,000,000
   - Per Project General Aggregate: $2,000,000

   Including Products/Completed Operations; Contractual Liability/Independent Vendors; Property Damage

   *(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)*

   **Commercial Automobile Liability**
Combined Single Limit per Accident for

Bodily Injury and Property Damage $1,000,000

(Coverage shall be at least as broad as ISO form CA00 01)

**Workers Compensation**

As Required by the State of California Statutory Limits

**Employers’ Liability**

Each Accident $1,000,000

Bodily Injury by Disease $1,000,000

Each Employee $1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)

**Professional Liability**

Each Occurrence $1,000,000

General Aggregate $1,000,000

B. 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 insured’s liability.

C. Professional liability and/or cyber insurance written on a “claims made” basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant’s insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:
(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days’ prior written notice (10 days’ written notice for non-payment) to the City of Lancaster.

(2) List in the “Descriptions of Operations/Locations/Vehicles” section:
“RFP 726-20 “Outlook Magazine” Design, Production, and Mailing Services
The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

16. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of VENDOR shall commence when the OWNER, acting by and through its Department Director or his or her designee, has issued the Work Order.

VENDOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Work Order.

17. **Extension of Time for Completion of Work.**

   A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of VENDOR, then VENDOR shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 13.

   B. No extension of time requested or granted hereunder shall entitle VENDOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event,

18. **Data Provided to VENDOR.** OWNER shall provide to VENDOR, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Scope of Services.

19. **VENDOR's Warranties and Representations.**

   VENDOR warrants and represents to OWNER as follows:

   A. VENDOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for VENDOR, to solicit or obtain this AGREEMENT.

   B. VENDOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
C. VENDOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the VENDOR, and that if any such interest comes to the knowledge of VENDOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, VENDOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

20. **Resolution of Disputes.**

   A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

   B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

      After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys’ fees and the costs of mediation shall be split equally between the parties.

      If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

   C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

21. **Exhibits.**

   The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

   - Exhibit "A" Scope of Services
   - Exhibit “B” Payment Clause

22. **Governing Law.**

   This AGREEMENT shall be governed by the laws of the State of California.

23. **Effective Date.**

   This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or VENDOR, executes this AGREEMENT.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: ________________________________________
    Jason Caudle, City Manager

Dated: ______________________________________

______________________________
Company Name

By: _____________________________
    (Name, Title)

Dated: ____________________________

ATTEST:

____________________________________
Andrea Alexander, City Clerk

APPROVED AS TO FORM:

____________________________________
City Attorney
REQUEST FOR PROPOSALS (RFP No 726-20)
“Outlook Magazine” Design, Production, and/or Mailing Services

July 24, 2020

General Addendum No. 1

To: All Prospective Respondents

From: City of Lancaster

44933 Fern Avenue
Lancaster, CA 93534

This addendum forms a part of the Request for Proposal document for the “Outlook Magazine” Design, Production, and/or Mailing Services RFP #726-20.

GENERAL

1. **Question:** Do you anticipate extending the bid due date?

   **Answer:** No.

2. **Question:** What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

   **Answer:** For the mailing task, the evaluation factor “quality of proposer’s work samples” will be scored based on quality of similar work the company has performed as determined by references and other sources.

3. **Question:** Was this bid posted to the nationwide free bid notification website?

   **Answer:** This RFP is posted on the city website and on Public Purchase. Public Purchase allows registered users to receive updates when additional documents (Addendum) are posted.

4. **Question:** Keeping in mind the threat of the ongoing coronavirus pandemic, will the city be open to receiving proposals via email or online only? It will ensure the safety of your staff/reviewers who would be touching and reviewing physical proposals and of our team who is responsible for putting packets together of proposals and mailing them out. Both Texas and California are hotbeds for the virus currently.

   **Answer:** City staff will handle the proposals received while wearing gloves and masks. Proposals are to be received physically due to the need to inspect the firms magazine/print samples.

5. **Question:** Are out of state vendors eligible to apply for this RFP? It appears your current design contractor is based in California. Is your preference to work with firms in your timezone?

   **Answer:** Vendors within the United States may submit proposals for the design work. For the production and the mailing services, there are costs associated with delivery of the magazines that would make it impractical for any vendor outside of California to respond to this solicitation.
6. **Question:** What is the annual budget for the design, copywriting assistance, and production portion of the magazine?

   **Answer:** Approximately $65,000 – design et al.; $100,000 production; $10,000 mailing services

7. **Question:** What is the approved budget for this total contract?

   **Answer:** Approximately $175,000

8. **Question:** What has the incumbent been paid for the design, copywriting assistance, and production hours for the magazine in the past? (Specify per issue as charged whether per hour/per page or flat rate) Can you please tell us the contracted printing and mailing price from last year?

   **Answer:** The aforementioned budget for this project is based on the price for previous work provided for each task.

9. **Question:** Who is the incumbent? Does the current vendor do all 3 tasks?

   **Answer:** We are not currently contracted with any particular vendor for these services. However, we have had various vendors provide us the service tasks via quote and by issuing a purchase order.

10. **Question:** Will face to face meetings be required or other forms of virtual meetings are acceptable?

    **Answer:** Virtual meetings are acceptable.

11. **Question:** The RFP states vendors may submit a proposal for one, two, or all three of these tasks. Is it your preference to work with a firm that will provide all three services?

    **Answer:** The evaluation factors are in the RFP. The city will select the highest ranked vendor in each category.

12. **Question:** What is the typical timeline from kickoff to delivery for a publication?

    **Answer:** In the past this timeframe has been approximately four months.

13. **Question:** Will the City entertain splitting the Design from the Printing and Mailing by awarding one firm the design work and another the printing/mailing work?

    **Answer:** As mentioned in the RFP, we may award a contract with one vendor for each task, two tasks, or all three tasks.

14. **Question:** Regarding insurance requirements, shall the requirements be valid for the contractor's state of business, or for CA?

    **Answer:** CA

15. **Question:** What is the desired method of shipping (or most convenient) for the Office of the City Clerk to receive proposals? Is there a preference between USPS, UPS, or FedEx? What signature requirements are allowed at this address?

    **Answer:** Signature should be elected by the proposer if you want to ensure that the city hall has received the proposal.
16. **Question:** If my firm is only proposing to provide one of the three services, how would you prefer we state that we are not proposing on the other two? Would you like us to include that information in the Cover Letter?

   **Answer:** Please state in the cover letter which Tasks you are responding to.

17. **Question:** How frequently do you have client meetings?

   **Answer:** It depends on the magazine edition. Typically, we meet 4-5 times during production with ongoing communication throughout the process.

18. **Question:** The RFP indicates we should include an "intended form of agreement" as an Appendix item. Please clarify the format of the "intended form of agreement" -- does this mean you want us to sign the Sample Agreement in Exhibit B of the RFP?

   **Answer:** Do not sign the sample agreement. An agreement substantially similar to Exhibit B will be signed by the vendor to include as an exhibit, any form of agreement the vendor provides to the city. The clauses in any agreement that the vendor provides may not be in conflict with clauses in the sample agreement.

19. **Question:** Does the City consider Appendix items as part of the 20-page single-sided page limit?

   **Answer:** Appendix items are separate – i.e. the magazine samples.

20. **Question:** In the "7. Statement regarding Insurance" section, the RFP states "If Vendor is unable to provide evidence of the required insurance, the City may find the Vendor non-responsive." Do you require a Vendor to provide this evidence as part of the proposal, or would this be part of the Award process?

   **Answer:** The vendor shall attest in their proposal that they can meet the insurance requirements outlined in the RFP. A valid certificate of insurance must be provided after award and prior to agreement execution.

21. **Question:** If we provide physical copies of work samples in the mailed proposal package, can we receive them back?

   **Answer:** Since the samples are a part of the proposal package, samples will only be returned upon request where the request is within 2 weeks of award/non-award notice for those vendors who have not been awarded the contract.

22. **Question:** The RFP states the Main Qty is 61,300 whereas "Production" states 63,500. I just want to be absolutely sure that all parties are submitting a bid at the same qty, which should state 63,500?

   **Answer:** The total quantity printed is 63,500. Task 3 is for the mailing of the magazines. Approximately 61,300 magazines will be mailed to residents and the remaining will be sent to City Hall City of Lancaster. We keep copies in-house for counter / event distribution.

23. **Clarification:** BMEU refers to Bulk Mail Entry Unit. EDDM refers to Every Door Direct Mail.

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**TASK 1 – DESIGN**
24. **Question:** Can you please describe the needs related to photography? Will this be an occasional need or something consistent? Approximately how many photo shoots are arranged for a typical issue? Will these photoshoots take place in Lancaster?

   **Answer:** Each edition requires at least 1-2 photoshoots, almost if not all photoshoots are in Lancaster.

25. **Question:** Approximately how many stock photos are used in a typical issue?

   **Answer:** Depends on the design, on average we use about 40 photos, however many is needed to complete a 52-page

26. **Question:** Does Outlook Magazine or the City of Lancaster have a brand manual?

   **Answer:** The City is currently in the process of re-branding and will develop a brand manual once the rebranding has been completed.

27. **Question:** Does the city want to adhere to the current design or will there be a redesign?

   **Answer:** The city is open to a redesign.

28. **Question:** Will previous design/native files be available to the chosen contractor, or shall the contractor start with a fresh, new design? What program were they created in?

   **Answer:** The native design files are not available.

29. **Question:** Besides the three partner ads mentioned in the RFP, will the designer be responsible for communicating with advertisers and checking that their ads meet Outlook Magazine specifications?

   **Answer:** The city will be responsible for communicating with sponsors and ensure their ads meet specifications.

30. **Question:** For each edition of the magazine, what is the process for delivering content to the design firm? Is it all provided at the same time in a digital format (i.e., Dropbox) or is there a different approach?

   **Answer:** The city is open to using different platforms to deliver digital content.

31. **Question:** Is all copy provided and the successful bidder will be copy editing for spelling, grammar and space or will the project include researching and writing the articles.

   **Answer:** Project includes researching and writing articles. Almost all copy is provided, however, we may require assistance with up to 3 articles including researching and writing.

32. **Question:** What is the extent of the graphic design work associated with development of the Outlook Magazine? Is a current template to be used or will there be free reign to redesign the publication?

   **Answer:** Designer is responsible for the layout and the look and feel with guidance from the City, sponsor ads will be provided. We are open to redesign of the publication. We provide pagination, but no design template.

33. **Question:** Does copy writing assistance mean Full copywriting from scratch, including articles/topic ideas? Or Writing from an outline? Or Editing supplied copy?
**Answer:** All of the above. Most of the copy will be provided in its entirety; however, we may require assistance with up to 4-7 articles including researching and writing.

34. **Question:** Concerning the copy writing, approximately how many pages out of the 52 page issue are devoted to provided ads, including the 3 ads we may be asked to develop?

   **Answer:** 12 pages are advertisements, including the 3 you may be asked to develop, and 12-14 pages are classes and special events (copy provided).

35. **Question:** Does photography mean Taking on-site photos of Lancaster? Will drones be involved? Will photos of City officials be involved?

   **Answer:** Almost all photos will be taken in Lancaster. Most, if not all, drone and city official photos will be provided.

36. **Question:** Will photography needs be an occasional need or something consistent?

   **Answer:** Consistent, at least 1 shoot per issue.

37. **Question:** What print method is desired for the printed color proof at this stage?

   **Answer:** IRIS color proof, trimmed and stitched inkjet or digital color proof

38. **Question:** For Stock Photography, do you want a per image price? Or A price for a set number of photos? Or Should we use the current version of the Outlook Magazine (Summer 2020) as a guide?

   **Answer:** The number of photos depends on the design. Typically, we use around 40 stock images. Our preference is to use our own photos, many of which we will provide. The current Outlook is less pages due to COVID-19, however, you may use it as a guide: https://www.cityoflancasterca.org/press-room/outlook. The pricing provided for each Task must be all inclusive of the work the city requires. The city intends to enter into a firm fixed-price agreement for the term.

39. **Question:** What is the average number of stock photography images purchased per issue?

   **Answer:** Approximately 40. Our preference is to use our own photos.

**TASK 2 – PRODUCTION**

40. **Question:** Can we revise the size to 8-3/8 x 10-7/8 to fit our web press? This would be most economically produced on a web press which would require a slight under-trimming to 8.375X10.875, but would require no alterations to your art files. Is this acceptable?

   **Answer:** We would be open to resizing; however, at this time, we ask that you base your price proposal on a 8½” X 11” sized magazine.

41. **Question:** The issue with 44 pages+ 8 page gatefold insert- Does the gatefold insert stitch into the magazine, or just get inserted? On the 44 page version with 8 page insert, does the 8 page stitch in or is it loose?

   **Answer:** Stitch.
42. **Question:** Are press checks performed for each issue? Will press checks be required to be done in person?

**Answer:** Press checks are performed for each issue. This does not need to be done in person.

**TASK 3 – MAILING**

43. **Question:** Mailing/distribution: Looks like there are two options - deliver to your mail house and option to have vendor address and mail. Is that correct?

**Answer:** If the firm that is selected for the production also has mailing capabilities, it can address and mail the magazines, otherwise, it will need to mail/deliver those magazines to the firm who will do the mailing. Due to delivery costs, it is expected that the mailing firm would be located in or near to Lancaster.

44. **Question:** Will the list for mailing be provided?

**Answer:** No list is provided. The publication is hand-delivered to the post office in Lancaster per their specifications for bulk rate mail delivery to every door. The City pays the postage for the bulk mailing (permit) separately directly to the post office.

45. **Question:** Will we need to pull and supply the mailing list for each mailing?

**Answer:** Vendor would be responsible for mailing including BMEU EDDM Delivery.

46. **Question:** Is the mailing presented to the postal service as a walk sequence simplified mailing?

**Answer:** BMEU EDDM Delivery

47. **Question:** Shall the price for inkjet and indicia (printing the recipients' addresses and Lancaster bulk mail indicia permit) be included in task 2 or task 3?

**Answer:** No recipient addresses are printed; Postal Customer and Bulk Rate Permit printing are included in Task 2. For Task 3, the vendor will need to bundle and prepare the magazines per postal specifications for BMEU EDDM Delivery and EDDM Bulk Processing then deliver them to the post office for distribution.

48. **Question:** If a contractor outside of the solicitor's general area is chosen for task 3, will it be acceptable for the contractor to use its local USPS bulk mail site for drop?

**Answer:** As long as deadlines would not be pushed back and the cost of postage remains the same, however, our local post office currently requires that magazines must be delivered to the back-loading dock at the post office located at 1008 West Avenue J-2, Lancaster, CA 93534.