

REQUEST FOR PROPOSALS

DESIGN, PRINTING, & DISTRIBUTION OF QUARTERLY CITY NEWSLETTER “LANSING CONNECTION” FOR CALENDAR YEAR 2019

A. Introduction

The City of Lansing is requesting proposals for the printing and distribution of the city newsletter titled “Lansing Connection” for calendar year 2019. Four editions are published each year in February, April, August and November.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, an electronic or three (4) hard copies of the proposal must be received by the Community & Economic Development Department, 730 First Terrace, Suite 2, Lansing, Kansas or via email at miller@lansing.ks.us by 4:00 p.m. on Friday, December 14, 2018. The City reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a committee consisting of the City Administrator, Public Information Officer, Director of Community & Economic Development, and Event & Marketing Coordinator.

During the evaluation process, the evaluation committee and the City reserve the right where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The respondent warrants that prices, terms and conditions quoted in the bid are firm for the period of performance stated in the production schedule.

B. Proposal – Printing & Distribution

NUMBER OF PAGES: 8 Maximum

NUMBER OF COPIES: 5,300

PROOFING: The City will provide a Microsoft Word file (created on a PC) to the vendor for the document. Vendor will provide layout and design services and present color proofs to the City for review. Vendor will be responsible for pick-up and delivery of all proofs and final copy to the City of Lansing designated personnel.

NEWSLETTER COLOR:

4-Color on entire publication (front, inside and back)

Paper: Entire document to be done on 50 lb. white offset, Tabolid finish size.

Trim & Bindry: Vendor will be responsible for trimming and binding the newsletter.

****Required Alternate Bid– Bidders must also provide an alternate bid to print the publications on glossy-magazine style paper, tabloid and/or magazine size. When an alternate bid is provided, please provide at least one example of a like-publication including the exact paper quality and size.**

SCHEDULE: Vendor and the City will establish the schedule after bid is awarded, but the following is the tentative schedule:

FIRST QUARTER

Negotiable	Information presented to vendor.
Negotiable	Proof presented to City for review.
Negotiable	Proof returned to vendor.
Negotiable	Completion of printing/labeling – delivered to Post Office.

SECOND QUARTER

April 6, 2019	Information presented to vendor.
April 13, 2019	Final proof presented to City for review.
April 20, 2019	Final proof returned to vendor.
April 27, 2019	Completion of printing/labeling – delivered to Post Office.

THIRD QUARTER

July 13, 2019	Information presented to vendor.
July 20, 2019	Final proof presented to City for review.
July 27, 2019	Final proof returned to vendor.
August 3, 2019	Completion of printing/labeling – delivered to Post Office.

FOURTH QUARTER

October 19, 2019	Information presented to vendor.
October 26, 2019	Final proof presented to City for review.
November 2, 2019	Final proof returned to vendor.
November 9, 2019	Completion of printing/labeling – delivered to Post Office.

ADVERTISEMENT: The newsletter may include an approximately 2" X 2" ad for the selected publisher on the inside back page. Otherwise, all content and advertisements included in the publication will be provided by the City of Lansing.

CASS CERTIFICATION: Printing vendor is responsible for the purchase and setting up of the mailing list for the newsletter, which will include all City of Lansing residents and businesses to be mailed out via the post office. Printing vendor is also responsible for the labeling of the newsletters with the cass certified list.

DELIVERY and MAILING: Printing vendor must deliver the newsletters to the post office in appropriate bundlings for mailing. Printing vendor is responsible for the cost of the mailing. All extra copies must be delivered to the Community & Economic Development Office at 730 First Terrace, Suite 2, Lansing, Kansas.

SAMPLE: A sample of the newsletter can be viewed on the City's website, www.lansing.ks.us.

SAMPLE OF WORK: Vendor will include a sample of similar work that they have done with its bid price.

C. Proposal Requirements - Submission of Proposals

Four (4) electronic or hard copies of proposal to include the following:

(a) Title Page

Title page showing the request for proposals' subject; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

(b) Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 60 days.

(c) Technical Proposal

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the printing of the city newsletter for the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the respondent.

FIRM QUALIFICATIONS AND EXPERIENCE: Respondents shall describe their qualifications and experience with printing similar documents.

REFERENCES: Contact information for three (3) references on similar work shall be provided.

(d) Cost Bid - Total All-Inclusive Maximum Price

The cost bid shall contain all pricing information relative to performing the printing and distribution services as described in the request for proposals. The total all-inclusive maximum price is to contain all direct and indirect costs.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or cost bid. Such costs should not be included in the proposal.

(e) The City of Lansing assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Lansing further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

D. Evaluation of Proposals

Technical Qualifications (Maximum Points - 70)

- Expertise and Experience (Maximum Points - 45)
- References (Maximum Points – 25)

Price (Maximum Points - 30)

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right without prejudice to reject any or all proposals.

**General Conditions
Governing Responses and Subsequent Contract
City of Lansing, Kansas**

1. **Scope:** The following terms and conditions, unless otherwise modified by the City of Lansing within this document, shall govern the submission of proposals and subsequent contract. The City of Lansing reserves the right to reject any proposal that takes exception to these conditions.

2. **Definitions As Used Herein:**

- (a) The term "request for proposal" means a solicitation of a formal sealed proposal.
- (b) The term "respondent" means the person, firm, or corporation who submits a formal sealed proposal.
- (c) The term "contractor" means the respondent awarded a contract under this proposal.

(d) The term "City" means the City of Lansing, Kansas.

(e) The term "City Council" means the governing body of the City of Lansing, Kansas.

3. **Completing the Proposal:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed by an authorized representative of the respondent and all required information must be provided. The contents of the proposal submitted by the successful respondent will become a part of any contract award as a result of this solicitation.
4. **Request for Information:** Requests for clarification or additional information deemed necessary by any respondent to present a proper proposal shall be submitted a minimum of five (5) calendar days prior to the proposal submission date. The request should be directed to:

Ken Miller
Public Information Officer
730 First Terrace, Suite 2
Lansing, Kansas 66043
913-727-5488
miller@lansing.ks.us

Any requests received after the above stated deadline may not be considered. All substantive requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

5. **Confidentiality of Proposal Information:** Each proposal must be sealed to provide confidentiality of the proposal information prior to the submission date and time. All proposals and supporting documents become public information (except such information that discloses proprietary or financial information submitted in response to qualification statements) after the submission date and time in accordance with the Kansas Open Records Act.
6. **Submission of Proposal:**

A. Please email one electronic copy or deliver a flash drive, CD, or three (4) hard copies of the proposal labeled "RFP Lansing Connection" by **4:00 PM on Friday, December 14, 2018**, to the following:

Ken Miller
Public Information Officer
City of Lansing
730 1st Terrace, Suite 2
Lansing, KS 66043
miller@lansing.ks.us

- The Committee will review all bids after 4:00 PM on December 14, 2018.
- The Committee will make a decision based on the criteria for selection listed within this RFP.
- The selected vendor will be notified by Friday, December 21, 2018.

7. **Addenda:** All changes, additions, and/or clarifications in connection with this proposal will be issued by the Economic Development Office in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. **Late Proposals and Modification or Withdrawal:** Proposals received after the date and time indicated on the cover sheet shall not be considered and shall be returned unopened if the respondent is identified on the proposal envelope.

Proposals may be withdrawn or modified prior to the proposal submission date. Proposals that are resubmitted or modified must be sealed and submitted to the Economic Development Department prior to the proposal submission deadline. Each respondent may submit only one (1) proposal.

9. **Proposals Binding:** All proposals submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.
10. **Negotiation:** The City reserves the right to negotiate any and all elements of this proposal.
11. **Termination:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - (a) **Termination for Convenience:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - (b) **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance written notice requirement is waived in the event of Termination for Cause.
12. **Tax-Exempt:** The City and its departments are exempt from state and local sales taxes. Situs of all transactions under the order(s) that shall be derived from this request for proposals shall be deemed to have been accomplished within the State of Kansas.
13. **Safety:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state, and/or local safety or environmental codes.
14. **Rights reserved:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

15. **Respondent Prohibited:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **Disclaimer of Liability:** The City, or any of its departments, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **Hold Harmless:** The contractor agrees to protect, defend, indemnify and hold the City Council, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to the personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
18. **Law Governing:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
19. **Anti-discrimination Clause:** No respondent on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. **Invoicing and Payments:** Invoices shall be prepared and submitted to the address shown on any purchase orders generated as a result of the award of this proposal. Invoices shall contain the following information: purchase order number, description of services, unit prices, and expended totals.