

**Item No. 3. 2015-316 CONSIDER THE AWARD OF SERVICE ORDER FOR
THE PRINTING AND MAILING OF THE COMMUNITY
SERVICES GUIDE AND CARSON REPORT**

Recommendation:

APPROVE the award of service order to Advantage Mailing, Inc. for an estimated amount of \$33,925.24, per year, not including over-runs, for the printing of four (4) issues of the Community Services Guide and Carson Report combination flip book, mailing preparation and messenger services, with a one (1) year renewal option at the same amount, based on performance.

ACTION: Item No. 3 was approved on the Consent Calendar on motion of Robles, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman Robles, Mayor Pro Tem/Agency Vice
Chairman Santarina, and Council Member/Agency Member Davis-
Holmes
Noes: None
Abstain: None
Absent: None

PURCHASE ORDER



CITY OF CARSON

701 E. CARSON STREET, P.O. BOX 6234, CARSON, CA. 90749

PURCHASING DIVISION

Telephone: 310/830-7600

Fax: 310/518-2874

PEID

123605

No. P47458
R054796THIS NUMBER MUST APPEAR
ON ALL INVOICES, SHIPPING
DOCUMENTS AND PACKAGES.DATE 05/20/15
PIO

TO: ADVANTAGE MAILING INC

SHIP TO: SEE BELOW

1600 N KRAEMER BLVD

ANAHEIM, CA 92806

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	4	EA.	<p>PROVIDE SERVICES FOR THE PRINTING OF FOUR (4) ISSUES OF THE COMMUNITY SERVICES GUIDE AND CARSON REPORT COMBINATION FLIP BOOK, 31,000 BOOKS AT THE RATE OF \$7,997.49 PER ISSUE AS DELINEATED ON CARSON BID SPECIFICATION NO. B15-02, GENERAL TERMS AND CONDITIONS SECTION 1.0 AND DETAILED SPECIFICATIONS 2.0, APPROVED BY CITY COUNCIL ON MAY 18, 2015, ITEM #3.</p> <p>VENDOR AGREED TO THE ONE (1) YEAR EXTENSION OPTION AT THE SAME RATE AS QUOTED ABOVE, INCLUDING THE MAILING PREPARATION. DEPARTMENT TO REQUEST EXTENSION BASED ON VENDOR'S PERFORMANCE.</p> <p>COPIES TO PRINTER SCHEDULE ARE AS FOLLOWS:</p> <p>* FALL ISSUE: JULY 22, 2015✓ * WINTER ISSUE: OCTOBER 21, 2015✓ * * CONTINUED ON NEXT PAGE * * PLEASE MAIL INVOICES IN DUPLICATE TO ACCOUNTS PAYABLE</p>	7,987.00	31,948.00

DISCOUNT TERMS	F.O.B.	SHIP VIA	REQUIRED DELIVERY DATE	QUOTED BY
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☐ COMPLETED AS ORDERED☐ DISCREPANCY ON ORDER AS INDICATED

ITEM NO.	DATE RECEIVED	INVOICE NO.	QUANTITY RECEIVED	TOTAL RECEIVED	PARTIAL RECEIVING SIGNATURE

5/18/16
55:01 AM
CITY OF CARSON
PURCHASING
RECEIVED

2016 MAY 19
61 AM 10:55

5

PURCHASE ORDER



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0002	4	EÁ.	* SPRING ISSUE: JANUARY 20, 2016 ✓ * SUMMER ISSUE: APRIL 20, 2016 ✓ PROVIDE MAILING PREPARATION SERVICES FOR THE COMMUNITY SERVICES GUIDE AND CARSON REPORT COMBINATION FLIP BOOK AT THE RATE OF \$433.82 PER ISSUE AS DELINEATED IN DETAILED SPECIFICATIONS SECTION 2.13, BID NO. B15-02. VENDOR TO DELIVER 30,552 BOOKS TO THE LONG BEACH POST OFFICE AND DELIVER THE BALANCE OF 448 TO THE PUBLIC INFORMATION OFFICE AT CITY HALL. MAILING DATE SCHEDULE TO BE AS FOLLOWS: * FALL: WEEK OF 08/03/15 THRU 08/08/15 * WINTER: WEEK OF 11/02/15 THRU 11/07/15 * SPRING: WEEK OF 02/01/16 THRU 02/06/16 * SUMMER: WEEK OF 05/02/16 THRU 05/07/16 * * CONTINUED ON NEXT PAGE * * PLEASE MAIL INVOICES IN DUPLICATE TO ACCOUNTS PAYABLE	398.00	1,592.00

DISCOUNT TERMS	F.O.B.	SHIP VIA	REQUIRED DELIVERY DATE	QUOTED BY
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☐ COMPLETED AS ORDERED☐ DISCREPANCY ON ORDER AS INDICATED

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PURCHASE ORDER



CITY OF CARSON

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ANAHEIM, CA 92806

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0003	4	EA.	<p>PROVIDE MESSENGER SERVICE AT THE RATE OF \$50.00 PER PUBLICATION.</p> <p>ALL SERVICES ARE TO BE COORDINATED WITH MARGIE REVILLA-GARCIA, PUBLIC INFORMATION ADMINISTRATOR AT (310) 830-7600, EXT. 1150.</p> <p>THIS ORDER IS FOR FISCAL YEAR 2015/16 ONLY. OPTIONAL ONE (1) YEAR EXTENSION TO BE PROCESSED UNDER SEPARATE COVER IF REQUESTED BY DEPARTMENT.</p> <p>NOTE: VENDOR SHALL OBTAIN A CITY OF CARSON BUSINESS LICENSE WITHIN FIVE (5) BUSINESS DAYS PRIOR TO PROVIDING PRODUCTS AND/OR SERVICES.</p> <p>Tax</p> <p>PO Total</p> <p>PLEASE MAIL INVOICES IN DUPLICATE TO ACCOUNTS PAYABLE</p>	50.00	200.00
					185.24
					33,925.24

DISCOUNT TERMS

F.O.B.

SHIP VIA

REQUIRED DELIVERY DATE

QUOTED BY

2% NET20

DESTINATION

BEST WAY

TRUDY MARCOUX

☐ COMPLETED AS ORDERED☐ DISCREPANCY ON ORDER AS INDICATED

ITEM NO.	DATE RECEIVED	INVOICE NO.	QUANTITY RECEIVED	TOTAL RECEIVED	PARTIAL RECEIVING SIGNATURE

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INSTRUCTIONS

- A. **PACKING SLIPS.** Each delivery must be accompanied by a Packing Slip specifying quantity, description of delivery, and purchase order number.
- B. **BILLS OF LADING.** Original Bill of Lading or Express Receipts properly signed by carrier's representative should be mailed not later than the day after shipment is made.
- C. **INVOICES.** Two copies of invoices must be mailed to Accounts Payable not later than the day after shipment is made. Individual invoices must be issued for each shipment against each purchase order. Invoices shall contain the following information: Purchase order number, description of articles, unit prices and extended totals.

TERMS AND CONDITIONS

1. DEFINITIONS: The terms "Buyer" or "City of Carson" shall mean the governing body of the City of Carson or any duly authorized General Manager thereof."

2. DATA AND FACILITIES: Seller acknowledges that he has in his possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and that such data are adequate to enable seller fairly to determine his ability to perform the work called for herein at the price and in accordance with the schedule set forth. Seller represents that he now has or can readily procure without assistance of buyer or "City of Carson" all facilities, machinery and equipment necessary for the performance of this purchase order.

3. PACKING AND SHIPPINGS: Deliveries shall be made as specified without charge for boxing, crating, carting, or storage unless otherwise specified, and Articles shall be suitably packed to secure lowest transportation costs; and in accordance with the requirements of common carriers, and in such manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current Motor Freight or Uniform Freight Classification, whichever is applicable. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipment for two or more destinations when so directed by Buyer shall be shipped in separate boxes or containers for each destination, at no extra charge.

4. ACCEPTANCE OF PURCHASE ORDER: This purchase order constitutes Buyer's offer to Seller and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by Seller either by acknowledgment or commencement or performance, any terms or conditions (including price and delivery date) proposed by Seller in accepting Buyer's offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extent expressly accepted by buyer in writing.

5. TAXES: Seller shall separately state on all invoices any taxes imposed by federal or state government applicable to furnishing of the articles; provided, however, where a tax exemption is available, such tax shall be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes. Total prices quoted are to exclude federal taxes. Exemption certificates will be furnished upon request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable by the city.

6. PRICES: Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Seller for items which are the same or substantially similar to the articles, taking into account the quality under consideration, and Seller will forthwith refund any amounts paid by Buyer in excess of such price.

7. CASH DISCOUNT: The date used as the basis for cash discount calculation is the date the Articles are received or the date an acceptable invoice is received, whichever is later.

8. WARRANTY: Seller warrants that all Articles will conform to applicable specifications, drawing, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by Buyer, Seller assumes design responsibility and warrants the Articles to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the Articles and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the Articles shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

9. DEFAULT: Buyer may, by written notice to Seller, cancel for default this contract, in whole or from time to time in part, (1) if the Seller fails to deliver the Articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time, (2) if the Articles delivered do not conform to contractual requirements or if Seller fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its

terms; or (3) if the Seller becomes insolvent or commits an act of bankruptcy; If this contract is cancelled for default, Buyer, in addition to all other rights afforded by law for Seller's breach of contract, shall have the right to charge Seller the amount by which the costs of fabricating or procuring the Articles cancelled from another source exceed the prices specified herein, and Buyer may set off any such charge against any amounts which may become payable to Seller under the contract or otherwise. Upon such cancellation Seller will deliver to Buyer any of the Articles, parts or materials, for which Buyer shall make written request at or after cancellation and Buyer will pay Seller the fair value of any such property so requested and delivered. Notwithstanding Buyer's right to cancel the contract for delay in delivery, Seller shall not be liable to Buyer for any damages therefor if Seller's delay is due to causes beyond its control, and without its fault or negligence, provided Seller exercises due diligence in promptly notifying Buyer of conditions causing delay or, if Seller's delay is caused by the default of a subcontractor or supplier, if such default arises out of causes beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the supplies or services to be furnished by them were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.

10. CHANGES: Buyer shall have the right by written notice to change the extent of the work covered by the contract, the drawings, specifications, or other description herein, the time, method or place of delivery or the method of shipment or packaging or to suspend work. Upon receipt of any such notice, Seller shall proceed promptly to make the changes in accordance with the terms of the notice. If any such change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the contract modified in writing accordingly. Seller shall deliver to Buyer as promptly as possible, and in any event within thirty (30) days after receipt of change notice a statement showing the effect of any such change in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of Seller to submit the statements within the time limits stated shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

11. TERMINATION: The performance of work or the delivery of Articles under this purchase order may be terminated in whole or from time-to-time in part in the sole and unfettered discretion of Buyer, which termination shall not be deemed to be a breach of contract on the part of the Buyer. Seller acknowledges and agrees that, in the event of a labor dispute between Seller and Seller's employees or recognized employee bargaining unit(s), Buyer reserves the right, in its sole and unfettered discretion, to terminate this purchase order, which termination shall not be deemed to be a breach of contract on the part of Buyer."

12. COMPLIANCE WITH LAW: Seller shall in the performance of the contract comply with all applicable laws, regulations, ordinances, proclamations, demands and requisitions of the City of Carson or State of California.

13. ASSIGNMENT OF CONTRACT: None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned nor shall Seller subcontract for completed or substantially completed Articles or major components thereof without Buyer's prior written consent. Any assignment to which Buyer consents shall be subject to set-off or recoupment for any present or future claim which Buyer may have against Seller.

14. ADVERTISING: Seller shall not, without first obtaining written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the articles.

15. INDEMNITY: Seller agrees to indemnify and hold harmless the City of Carson, its officers, agents, servants, and employees from any and all claims and liability, including expenses, for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of Seller, his agents, suppliers or employees in the performance of this order.

16. WAIVERS: The failure of the Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this contract, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.