

BID NUMBER PA-01310

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

PRINTED ENVELOPES

CONTRACT NO. 31762

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Ontario CITY CA STATE ON THE 19th DAY OF May, 20 10 MONTH

COMPANY NAME: Response Envelope, Inc. TIN: [REDACTED] (FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1340 S. Baker Avenue CITY: Ontario STATE: CA ZIP: 91761

PHONE: 909/923-5855 FAX: 909/923-1263

S/ [Signature] (SIGNATURE) General Manager (TITLE)

David Junkin (PRINT NAME) djunkin@response-envelope.com (EMAIL ADDRESS)

S/ [Signature] (SIGNATURE) Executive Vice President (TITLE)

Jack Sultze (PRINT NAME) jsultze@response-envelope.com (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] Director of Financial Management 8.24.10 Date

APPROVED AS TO FORM 8-19, 2010.
ROBERT E. SHANNON
CITY ATTORNEY
[Signature] Deputy

BID NUMBER PA-01310

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of California
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

N/A

County of _____

On _____ Before me,

DATE

NAME, TITLE OF OFFICER – E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____

NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
 GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:**

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

CONTRACT – GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

BID SECTION

SPECIAL CONDITIONS

CONTRACT PERIOD

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

No price increases will be allowed during any twelve month contract period.

PRICE INCREASE

A. Shall not exceed 5 % during the first renewal period.

B. Shall not exceed 5 % during the second renewal period.

DELIVERY SCHEDULE

In accordance with the delivery schedules indicated in the pricing section, pages 15 through 23.

DELIVERY

The Contractor will be given advance notice of delivery date requirements. Deliveries shall be made FOB destination to such locations within the City as specified on the purchase orders. Delivery shall be made within forty-eight (48) hours of the release order. Deliveries shall be made in full quantities as specified. On large quantities, deliveries may be split as mutually agreed by the City and the Contractor.

No deliveries shall be made without receipt of an actual purchase order (not the blanket purchase order which will be mailed with the Contract). Each using department, bureau, or division will issue a purchase order (a release that references the blanket purchase order). Production of envelopes shall not commence until the purchase order has been received, either via the U.S. mail or a fax.

Delivery will be in 2 calendar days after receipt of the purchase order (if time shown is more than forty-eight (48) hours or two (2) calendar days after receipt of order, the bid may be rejected).

BOND PROVISIONS N/A

BID SECTION

REFERENCES

The Contractor shall furnish, with the bid on a separate sheet a list of five (5) current customers (including company name, street address, telephone number, and contact person) for whom the Contractor has provided similar service. The City intends to contact these customers to determine reliability, performance, and other information. Failure to include this information may void the bid if the City has no prior experience with the bidder.

PRICING

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected.

The quoted price per thousand shall include all charges, e.g. die cutting, plates, special inks.

Negatives are property of the City of Long Beach and must be returned within five (5) days after expiration of the Contract.

Furnished negatives will be ready for pickup one week after award of the Contract at City Hall – Purchasing Division – Plaza Level, 333 W. Ocean Blvd, Long Beach, CA 90802.

New or changed address artwork will be furnished by the City; however, some changes may require typeset.

MISCELLANEOUS TYPESETTING CHARGES

A. Typeset 3 lines of address	\$ <u>75.00</u>
B. Typeset 4 lines of address	\$ <u>80.00</u>
C. Typeset 5 lines of address	\$ <u>85.00</u>
D. Faxed proof to using department	\$ <u>No charge</u>
E. Charge for negative	\$ <u>No charge</u>

CHANGES

The City reserves the right to make minor changes to the samples at the time an order is issued.

ADDITIONS

The City reserves the right to order envelopes not included herein. The price shall be negotiated at time of order.

BID SECTION

STYLE

"Executive" style cut is not acceptable; only commercial or official styles shall be considered. The configuration of the flap on all envelopes shall not be altered. **ONLY FULL GUM SEALS ARE ACCEPTABLE, UNLESS OTHERWISE NOTED.**

QUANTITIES

The quantities listed in the bid are estimated annual quantities only. The City reserves the right to increase or decrease quantities in accordance with its actual needs and/or funds available at the time actual orders are placed. No under-runs will be accepted; and no more than a ten percent (10%) overrun, or 5,000 each, whichever is less, shall be accepted.

STOCK ON HAND

A minimum of a one month supply of envelopes must be manufactured and on hand to comply with the delivery time of forty-eight (48) hours from receipt of the purchase order.

The Contractor will be required to warehouse envelopes at its facility until required/requested by City departments.

PACKAGING

Envelopes shall be packed firmly in boxes of 500 or cases of 2500, unless otherwise specified.

Envelopes shall be packed, boxed, stored, and delivered with envelopes standing on ends.

LABELING

Cartons shall be marked on the outside with item number is and a sample taped to the ends of each carton.

RECYCLED PAPER

The Contractor shall include (in appropriate column of "cost proposal section") price for envelopes made with recycled paper. Said paper shall include a minimum percentage of recycled content in accordance with the minimum content standards set by the State of California. Recycled paper shall have not less than fifty percent (50%) of its total weight consisting of secondary fiber and post-consumer waste. Post-consumer waste is defined as finished material which would normally be disposed of as a solid waste having completed its lifecycle as a consumer item. Samples of recycled paper may be requested by the Purchasing Agent or her representative. Failure to provide samples within the requested time frame may disqualify the bid.

BID SECTION

POLY FILM

The City reserves the right to request a film made of cornstarch or other biodegradable material(s) as a substitute for the poly film specified herein (Glassine is an acceptable alternate to the poly film specified herein). Samples of biodegradable film (including specification sheet) shall be submitted with the bid. Failure to provide sample and specification sheet with bid may disqualify bid. The ability to provide bio-degradable film may be a consideration in award. The Contractor unable to provide bio-degradable film shall so indicate in the bid section.

The City reserves the right to request a minimum of 500 envelopes to use as a test run to determine if the offered envelope is adequate for the City's mail inserting machine.

Can Contractor provide bio-degradable film offered: Yes (yes / no)

If yes, additional cost to unit prices shown on attachment for bio-degradable film specified above:
\$ 1.85 per thousand envelopes.

SAMPLES

Samples will be required for item number two (2). One (1) box of 500 #10 open side envelopes shall be submitted with the bid. Failure to comply will result in the bid being rejected.

VENDOR CONTACT (must have a person's name)

Name: Liz Bishop

Phone: 909/923-4613 x550

Cell: 310/245-8006

Fax: 909/923-1263

E-mail: lbishop@response-envelope.com

BID SECTION

WE ARE PLEASED TO SUBMIT OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE "PRINTED ENVELOPES" FOB DESTINATION CITY OF LONG BEACH.

SALES TAX: UNIT PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
COMMERCIAL SERVICES (333 W OCEAN BLVD/5TH FL OR AS NOTED BELOW)								
01a	SIDE SEAM ENVELOPE - #10 STANDARD WINDOW, SUB 24, WHITE WOVE, RETURN ADDRESS UPPER LEFT CORNER AND LOGO ON BACK FLAP, BLACK INK; PROOF REQUIRED. (SHIP TO: CITY HALL/MAILROOM, 333 W OCEAN BLVD/LOWER LEVEL) 90802 (NEGS FURNISHED) (TM)	33,333	08/01/10	400,000	\$ 15.95	\$ 6380.00	\$ 16.85	\$ 6740.00
		33,333	09/01/10					
		33,333	10/01/10					
		33,333	11/01/10					
		33,333	12/01/10					
		33,333	01/01/11					
		33,333	02/01/11					
		33,333	03/01/11					
		33,333	04/01/11					
		33,333	05/01/11					
01b	ALTERNATE QUOTE ITEM 1: SAME AS ITEM 2 EXCEPT PRINTED 4/0 PROCESS 1-SIDE FLAT; COLOR SEPERATED ART FURNISHED.	33,333	08/01/10	400,000	\$ 33.20	\$13280.00	\$ 33.95	\$ 13580.00
		33,333	09/01/10					
		33,333	10/01/10					
		33,333	11/01/10					
		33,333	12/01/10					
		33,333	01/01/11					
		33,333	02/01/11					
		33,333	03/01/11					
		33,333	04/01/11					
		33,333	05/01/11					
01c	ALTERNATE QUOTE ITEM 1: SAME AS ITEM 2 EXCEPT PRINTED 4/0 PROCESS 1-SIDE FLAT; COLOR SEPERATED ART NOT AVAILABLE.	33,333	08/01/10	400,000	\$ 34.05	\$ 13620.00	\$ 34.85	\$13940.00
		33,333	09/01/10					
		33,333	10/01/10					
		33,333	11/01/10					
		33,333	12/01/10					
		33,333	01/01/11					
		33,333	02/01/11					
		33,333	03/01/11					
		33,333	04/01/11					
		33,333	05/01/11					
33,333	06/01/11							
33,333	07/01/11							

BID SECTION

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
01d	ALTERNATE QUOTE ITEM 1: SAME AS ITEM 2 EXCEPT PRINTED 1/0 PMS BLUE INK WITH SCREENING ON 2" X 3" CLIPART 1-SIDE FLAT; ARTWORK FURNISHED.	33,333	08/01/10	400,000	\$ 16.45	\$ 6580.00	\$ 17.45	\$ 6980.00
		33,333	09/01/10					
		33,333	10/01/10					
		33,333	11/01/10					
		33,333	12/01/10					
		33,333	01/01/11					
		33,333	02/01/11					
		33,333	03/01/11					
		33,333	04/01/11					
		33,333	05/01/11					
33,333	06/01/11							
33,333	07/01/11							
02a	SIDE SEAM ENVELOPE - #10 STANDARD WINDOW, SUB 24, WHITE WOVE, SIDE SEAMS; "V" THROAT (LOWEST POINT OF THROAT TO BOTTOM FOLD IS 3-1/2"); PRINTED 2/0 ONE SIDE FLAT, PMS BLUE INCLUDES 2" X 3" CLIPART WILL HAVE SOME SCREENING & "URGENT-IMMEDIATE ATTENTION NEEDED" TO BE IN PMS RED INK; (ARTWORK FURNISHED) (RB)	400,000	08/01/10	1,720,000	\$ 15.95	\$ 27434.00	\$ 16.85	\$ 28982.00
		440,000	AS NEEDED					
		440,000	AS NEEDED					
		440,000	AS NEEDED					
02b	ALTERNATE QUOTE ITEM 2: SAME AS ITEM 2 EXCEPT PRINTED 4/0 PROCESS 1-SIDE FLAT; COLOR SEPERATED ART FURNISHED.	400,000	08/01/10	1,720,000	\$ 28.00	\$ 48160.00	\$ 30.45	\$ 52374.00
		440,000	AS NEEDED					
		440,000	AS NEEDED					
		440,000	AS NEEDED					
02c	ALTERNATE QUOTE ITEM 2: SAME AS ITEM 2 EXCEPT PRINTED 4/0 PROCESS 1-SIDE FLAT; COLOR SEPERATED ART NOT AVAILABLE.	400,000	08/01/10	1,720,000	\$ 29.70	\$ 51084.00	\$ 30.45	\$ 52374.00
		440,000	AS NEEDED					
		440,000	AS NEEDED					
		440,000	AS NEEDED					
02d	ALTERNATE QUOTE ITEM 2: SAME AS ITEM 2 EXCEPT PRINTED 1/0 PMS BLUE INK WITH SCREENING ON 2" X 3" CLIPART 1-SIDE FLAT; ARTWORK FURNISHED.	400,000	08/01/10	1,720,000	\$ 16.45	\$ 24768.00	\$ 18.00	\$ 30960.00
		440,000	AS NEEDED					
		440,000	AS NEEDED					
		440,000	AS NEEDED					
<p>SAMPLES REQUIRED FOR ITEM #2: ONE (1) BOX OF 500 #10 OPEN SIDE ENVELOPES SHALL BE SUBMITTED WITH THE BID. FAILURE TO COMPLY WILL RESULT IN THE BID BEING REJECTED.</p>								
03	SIDE SEAM ENVELOPE - #10 SUB 20, WHITE WOVE, POLY WINDOW 3-3/4" X 1-1/8", 2-1/2" FROM LEFT, 1-11/16" FROM BOTTOM, 3 RETURN ADDRESS LINES IN UPPER LEFT CORNER, TRL INDICIA IN UPPER RIGHT CORNER, AND COPY UNDER BACK FLAP, BLACK INK; FIM AND BAR CODES SHALL BE PREPRINTED IN	25,000	08/01/10	300,000	\$ 16.45	\$ 4935.00	\$ 17.45	\$ 5235.00
		25,000	09/01/10					
		25,000	10/01/07					
		25,000	11/01/10					
		25,000	12/01/10					
		25,000	01/01/11					

BID SECTION

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
	BLACK SCANNABLE INK PER THE USPS PUBLICATION 12 (BAR CODE AND FIM PRINTING GUIDELINES). BOTH PUBLICATION 12 AND THE ZIP +4/FIM CODE POSITIVE/NEGATIVE SHALL BE FURNISHED BY THE CITY. (SHIP TO: CITY HALL/MAILROOM, 333 W OCEAN BLVD/LOWER LEVEL) (NEGS FURNISHED) (TM)	25,000 25,000 25,000 25,000 25,000 25,000	02/01/11 03/01/11 04/01/11 05/01/11 06/01/11 07/01/11					
04	SIDE SEAM ENVELOPE - #9 SUB 20, WHITE WOVE, POLY WINDOW 3-3/4" X 1-1/8", 2-1/2" FROM LEFT, 1-11/16" FROM BOTTOM, PRINTED 1/1 FLAT; PMS BLUE INK; 3 RETURN ADDRESS LINES IN UPPER LEFT CORNER, TRL INDICIA IN UPPER RIGHT CORNER, AND COPY UNDER BACK FLAP; PROOF REQUIRED. FIM AND BAR CODES SHALL BE PREPRINTED IN BLUE SCANNABLE INK PER THE USPS PUBLICATION 12 (BAR CODE AND FIM PRINTING GUIDELINES). BOTH PUBLICATION 12 AND THE ZIP +4/FIM CODE POSITIVE/ (ARTWORK FURNISHED) (RB)	400,000 400,000 400,000 400,000	08/01/10 AS NEEDED AS NEEDED AS NEEDED	1,600,000	\$ 15.80	\$ 25280.00	\$ 16.75	\$ 26800.00
05	ENVELOPE - DEPOSITORY, 20 LB, WHITE STOCK, 6-1/4" X 4" PLUS FLAP AND TAB, SPLIT SEAL GUM, TAB ON FLAP FOLDED UNDER, BLACK INK; NEGS FURNISHED.	5,000 5,000	10/01/10 4/01/11	10,000	\$101.85	\$1018.50	\$ 102.90	\$1029.00
06	SIDE SEAM ENVELOPE - #9 NON-STANDARD, COURTESY REPLY, SUB 24, WHITE WOVE, PLAIN, FROM WITH BLANK LINES TOP LEFT CORNER, RETURN ADDRESS CENTERED, PUT STAMP HERE TOP RIGHT CORNER, BLACK INK; ARTWORK FURNISHED; PROOF REQUIRED.	AS NEEDED		10,000	\$28.60	\$286.00	\$29.60	\$ 296.00
07	SIDE SEAM ENVELOPE - #10, SUB 20, WHITE WOVE, PLAIN, RETURN ADDRESS LOCATED IN UPPER LEFT CORNER, BLACK INK; ARTWORK FURNISHED; PROOF REQUIRED.	AS NEEDED		10,000	\$28.60	\$286.00	\$ 29.60	\$296.00
08	SIDE SEAM ENVELOPE - #10 STANDARD WINDOW, SUB 24, WHITE WOVE, RETURN ADDRESS UPPER LEFT (MUNICIPAL UTILITIES - ADDRESS SERVICE REQUESTED); 1/0 BLACK INK; ARTWORK FURNISHED; PROOF REQUIRED.	AS NEEDED		25,000	\$ 24.00	\$600.00	\$25.00	\$ 625.00

PARKING CONTROL SECTION (333 W OCEAN BLVD/PLAZA LEVEL)

09	SIDE SEAM ENVELOPE - #10 STANDARD WINDOW, SUB 24, WHITE WOVE, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	40,000 40,000 40,000 50,000	05/01/10 07/01/10 10/01/10 01/01/11	170,000	\$21.40	\$3638.00	\$22.15	\$3765.50
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BID SECTION

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
10	SIDE SEAM ENVELOPE - #9 ; SUB 20, WHITE WOVE PLAIN, 3 RETURN ADDRESS LINES UPPER LEFT CORNER, TRL INDICIA UPPER RIGHT CORNER, BLACK INK; PROOF REQUIRED. FIM AND BAR CODES SHALL BE PRE-PRINTED IN BLACK SCANNABLE INK PER USPS PUBLICATION 12 BAR CODE AND FIM PRINTING GUIDELINES. BOTH PUBLICATION 12 AND ZIP +4/FIM CODE POSITIVE/NEGS FURNISHED	40,000 40,000 40,000 50,000	08/01/10 10/01/10 01/01/10 04/01/11	170,000	\$ 19.30	\$ 3281.00	\$ 20.05	\$ 3408.50
11	SIDE SEAM ENVELOPE - 6-1/2 STANDARD, SUB 24, WHITE WOVE, 1-1/4" GUMMED FLAP; PRINTED 1-SIDE FLAT, 1/0 BLACK; ARTWORK FURNISHED; PROOF REQUIRED. PARKING CITATIONS REMIT.	AS NEEDED	AS NEEDED	400,000	\$ 18.30	\$ 7320.00	\$ 19.05	\$ 7620.00

HEALTH DEPT (2525 GRAND AVENUE)

12	SIDE SEAM ENVELOPE - #10, SUB 20, WHITE WOVE, PLAIN, RETURN ADDRESS LOCATED IN UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	60,000	\$ 20.90	\$ 1254.00	\$ 21.65	\$ 1299.00
13	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, POLY WINDOW 3" X 1-1/4" 3/8" FROM LEFT, 1/2" FROM BOTTOM, RETURN ADDRESS LOCATED IN UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	15,000	\$ 28.60	\$ 429.00	\$ 29.35	\$ 440.25

ANIMAL CONTROL (7700 E. SPRING STREET 90815)

14	SIDE SEAM ENVELOPE - #10 STANDARD WINDOW, SUB 24, WHITE WOVE, RETURN ADDRESS UPPER LEFT CORNER AND PRINTED ON FLAP, BLACK INK; PROOF REQUIRED.	10,000 10,000 10,000	08/01/10 01/01/11 06/01/11	30,000	\$ 24.25	\$ 727.50	\$ 25.00	\$ 750.00
15	SIDE SEAM ENVELOPE - NON-STANDARD, 8-3/4" X 3-3/4", SUB 20, WHITE WOVE, PLAIN, 3 RETURN ADDRESS LINES UPPER LEFT CORNER TRL INDICIA UPPER RIGHT CORNER, PRINTED ON BACK FLAP, BLACK INK; PROOF REQUIRED. FIM AND BAR CODES SHALL BE PREPRINTED IN BLACK SCANNABLE INK PER USPS PUBLICATION 12 BAR CODE AND FIM PRINTING GUIDELINES. ARTWORK FURNISHED/PROOF REQUIRED.	10,000 10,000 10,000	08/01/10 01/01/11 06/01/11	30,000	\$ 44.85	\$ 1345.00	\$ 45.70	\$ 1371.00

BID SECTION

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
CITY CLERK (333 W OCEAN BLVD/PLAZA LEVEL)								
16	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS UPPER LEFT, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	20,000	\$ 21.15	\$ 423.00	\$ 21.90	\$ 438.00
CITY ATTORNEY (333 W OCEAN BLVD/11TH FLOOR)								
17	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS LOCATED IN UPPER LEFT CORNER, BLACK INK, NEGS FURNISHED.	AS NEEDED	AS NEEDED	35,000	\$ 21.15	\$ 740.25	\$ 21.90	\$ 670.25
CIVIL SERVICE (333 W OCEAN BLVD/7TH FLOOR)								
18	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	15,000	\$ 21.15	\$ 277.50	\$ 21.90	\$ 328.50
POLICE DEPT (100 LONG BEACH BLVD, 90802)								
19	SIDE SEAM ENVELOPE - #10 STANDARD WINDOW, SUB 24, WHITE WOVE, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; PROOF REQUIRED.	AS NEEDED	AS NEEDED	60,000	\$ 22.30	\$ 1338.00	\$ 23.05	\$ 1383.00
20	SIDE SEAM ENVELOPE - #10 SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; PROOF REQUIRED.	AS NEEDED	AS NEEDED	60,000	\$ 21.15	\$ 1269.00	\$ 21.90	\$ 1314.00
21	SIDE SEAM ENVELOPE - #10 STANDARD, SUB 24, WHITE WOVE, PLAIN	AS NEEDED	AS NEEDED	40,000	\$ 21.15	\$ 846.00	\$ 21.90	\$ 876.00
22	SIDE SEAM ENVELOPE - #10 SUB 24, WHITE WOVE, POLY WINDOW 1-1/8" X 4-1/2", 4-1/8" FROM LEFT, 1/2" FROM BOTTOM, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; PROOF REQUIRED.	AS NEEDED	AS NEEDED	30,000	\$ 22.30	\$ 669.00	\$ 23.05	\$ 691.50
23	ENVELOPE - #6-3/4 STANDARD, SUB 24, WHITE WOVE, PLAIN	AS NEEDED	AS NEEDED	5,000	\$ 33.20	\$ 166.00	\$ 34.30	\$ 171.50
24	ENVELOPE - #6-3/4 STANDARD, SUB 24, WHITE WOVE, RETURN ADDRESS UPPER LEFT CORNER; PROOF REQUIRED.	AS NEEDED	AS NEEDED	5,000	\$ 33.20	\$ 166.00	\$ 34.30	\$ 171.50

BID SECTION

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
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HARBOR DEPT (PORT OF LONG BEACH 925 HARBOR PLAZA – PO BOX 570, 90801)

25	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	10,000	\$ 21.15	\$ 211.50	\$ 21.90	\$ 219.00
26	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, STANDARD POLY WINDOW; 1/0 RETURN ADDRESS; NEG FURNISHED.	AS NEEDED	AS NEEDED	10,000	\$ 21.15	\$ 211.50	\$ 21.90	\$ 219.00
27	SIDE SEAM ENVELOPE - #9, SUB 20, WHITE WOVE, POLY WINDOW STANDARD 1/2" FROM BOTTOM, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	10,000	\$ 55.50	\$ 555.00	\$ 56.25	\$ 562.50
28	SIDE SEAM ENVELOPE - #9, SUB 20, WHITE WOVE, POLY WINDOW POSTAGE CORRECT (5/8" FROM BOTTOM), RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	10,000	\$ 55.50	\$ 555.00	\$ 56.25	\$ 562.50

CITY TREASURER (333 W OCEAN BLVD/6TH FLOOR)

29	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, POLY WINDOW 3-1/2" X 1-1/8", 1-1/4" FROM LEFT, 1" FROM BOTTOM, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	30,000	\$ 31.45	\$ 943.50	\$ 32.20	\$ 966.00
30	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS UPPER LEFT, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	10,000	\$ 21.15	\$ 211.50	\$ 21.90	\$ 219.00
31	SIDE SEAM ENVELOPE - #10 STANDARD WINDOW, SUB 24, WHITE WOVE, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	60,000	\$ 22.30	\$ 1338.00	\$ 23.05	\$ 1383.00

PURCHASING DIVISION (333 W OCEAN BLVD/PLAZA LEVEL)

32	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, STANDARD POLY WINDOW RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; ARTWORK FURNISHED, PROOF REQUIRED.	AS NEEDED	AS NEEDED	10,000	\$ 28.60	\$ 286.00	\$ 29.35	\$ 293.50
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BID SECTION

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
33	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; ARTWORK FURNISHED, PROOF REQUIRED.	AS NEEDED	AS NEEDED	10,000	\$ 28.60	\$ 286.00	\$ 29.35	\$ 293.50

HOUSING AUTHORITY (521 E. 4th Street)

34	ENVELOPE - #10 (BRE), SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS CENTERED, BLACK INK; PROOF REQUIRED. FIM AND BAR CODES SHALL BE PREPRINTED IN BLACK SCANNABLE INK PER USPS PUBLICATION 12 BAR CODE AND FIM PRINTING GUIDELINES. NEGS FURNISHED.	AS NEEDED	AS NEEDED	40,000	\$ 21.15	\$ 846.00	\$ 21.90	\$ 876.00
35	SIDE SEAM ENVELOPE - #9, COURTESY REPLY, SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS CENTERED, BLACK INK. FIM AND BAR CODES SHALL BE PREPRINTED IN BLACK SCANNABLE INK PER USPS PUBLICATION 12 BAR CODE AND FIM PRINTING GUIDELINES. NEGS FURNISHED.	AS NEEDED	AS NEEDED	200,000	\$ 18.30	\$ 3660.00	\$ 19.05	\$ 3810.00
36	SIDE SEAM ENVELOPE - #10 STANDARD WINDOW, SUB 24, WHITE WOVE, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; NEGS FURNISHED.	AS NEEDED	AS NEEDED	350,000	\$ 17.75	\$ 6212.50	\$ 18.50	\$ 6475.00
37	ENVELOPE - #10, SUB 24, GILBERT BOND OR APPROVED EQUAL, 25% COTTON, PLAIN, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK, NEGS FURNISHED.	AS NEEDED	AS NEEDED	100,000	\$ 81.25	\$ 8125.00	\$	\$
38	ENVELOPE #6-1/2 BOOKLET, SUB 24, WHITE WOVE, RETURN ADDRESS PRINTED ALONG LEFT EDGE, FIRST CLASS MAIL PRINTED LOWER RIGHT CORNER, BLACK INK, NEGS FURNISHED.	AS NEEDED	AS NEEDED	200,000	\$ 25.40	\$ 5080.00	\$ 26.25	\$ 5250.00

MISCELLANEOUS

39	ENVELOPE - #6-3/4", SUB 24, WHITE WOVE, PLAIN, NO PRINTING	AS NEEDED	AS NEEDED	1,000	\$ 50.00	\$ 50.00	\$ 57.00	\$ 57.00
				2,000	\$ 25.00	\$ 50.00	\$ 28.00	\$ 56.00
				5,000	\$ 20.00	\$ 100.00	\$ 23.00	\$ 115.00
				10,000	\$ 13.00	\$ 130.00	\$ 15.00	\$ 150.00
				15,000	\$ 12.50	\$ 187.50	\$ 14.00	\$ 210.00

BID SECTION

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
40	ENVELOPE - #9", SUB 24, WHITE WOVE, PLAIN, NO PRINTING	AS NEEDED	AS NEEDED	1,000	\$ 50.00	\$ 50.00	\$ 57.00	\$ 57.00
				2,000	\$ 25.00	\$ 50.00	\$ 28.00	\$ 56.00
				5,000	\$ 20.00	\$ 100.00	\$ 23.00	\$ 115.00
				10,000	\$ 16.00	\$ 160.00	\$ 18.00	\$ 180.00
				15,000	\$ 15.00	\$ 225.00	\$ 17.00	\$ 255.00
41	SIDE SEAM ENVELOPE - #9", SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; PROOF REQUIRED.	AS NEEDED	AS NEEDED	1,000	\$ 100.00	\$ 100.00	\$ 114.50	\$ 114.50
				2,000	\$ 60.00	\$ 120.00	\$ 68.70	\$ 137.40
				5,000	\$ 30.00	\$ 150.00	\$ 34.35	\$ 171.75
				10,000	\$ 25.00	\$ 250.00	\$ 28.00	\$ 280.00
				15,000	\$ 23.00	\$ 345.00	\$ 26.35	\$ 395.25
42	ENVELOPE - #10, SUB 24, WHITE WOVE, PLAIN, NO PRINTING	AS NEEDED	AS NEEDED	1,000	\$ 50.00	\$ 50.00	\$ 57.00	\$ 57.00
				2,000	\$ 25.00	\$ 50.00	\$ 28.00	\$ 56.00
				5,000	\$ 20.00	\$ 100.00	\$ 23.00	\$ 115.00
				10,000	\$ 16.00	\$ 160.00	\$ 18.00	\$ 180.00
				15,000	\$ 15.00	\$ 225.00	\$ 17.00	\$ 255.00
43a	SIDE SEAM ENVELOPE - #10, SUB 24, WHITE WOVE, PLAIN, RETURN ADDRESS UPPER LEFT CORNER, BLACK INK; PROOF REQUIRED.	AS NEEDED	AS NEEDED	1,000	\$ 100.00	\$ 100.00	\$ 114.50	\$ 114.50
				2,000	\$ 60.00	\$ 120.00	\$ 68.70	\$ 137.40
				5,000	\$ 30.00	\$ 150.00	\$ 34.35	\$ 171.75
				10,000	\$ 25.00	\$ 250.00	\$ 28.00	\$ 280.00
				15,000	\$ 23.00	\$ 345.00	\$ 26.35	\$ 395.25
43b	ALTERNATE QUOTE ITEM 43: SAME AS ITEM 43 EXCEPT PRINTED 4/0 PROCESS 1-SIDE FLAT; COLOR SEPERATED ART FURNISHED.	AS NEEDED	AS NEEDED	1,000	\$ 750.00	\$ 750.00	\$ 858.60	\$ 858.60
				2,000	\$ 375.00	\$ 750.00	\$ 429.30	\$ 858.60
				5,000	\$ 198.00	\$ 990.00	\$ 226.65	\$ 1133.25
				10,000	\$ 135.00	\$ 1350.00	\$ 154.55	\$ 1545.50
				15,000	\$ 102.00	\$ 1530.00	\$ 116.75	\$ 1751.25
43c	ALTERNATE QUOTE ITEM 43: SAME AS ITEM 43 EXCEPT PRINTED 2/0 PMS INK 1-SIDE FLAT; ARTWORK FURNISHED.	AS NEEDED	AS NEEDED	1,000	\$ 150.00	\$ 150.00	\$ 171.70	\$ 171.70
				2,000	\$ 75.00	\$ 150.00	\$ 85.85	\$ 171.70
				5,000	\$ 45.00	\$ 225.00	\$ 51.50	\$ 257.50
				10,000	\$ 40.00	\$ 400.00	\$ 45.80	\$ 458.00
				15,000	\$ 35.00	\$ 525.00	\$ 40.05	\$ 600.75
43d	ALTERNATE QUOTE ITEM 43: SAME AS ITEM 43 EXCEPT PRINTED 1/0 PMS INK 1-SIDE FLAT; ARTWORK FURNISHED.	AS NEEDED	AS NEEDED	1,000	\$ 100.00	\$ 100.00	\$ 114.50	\$ 114.50
				2,000	\$ 60.00	\$ 120.00	\$ 68.70	\$ 137.40
				5,000	\$ 30.00	\$ 150.00	\$ 34.35	\$ 171.75
				10,000	\$ 25.00	\$ 250.00	\$ 28.00	\$ 280.00
				15,000	\$ 23.00	\$ 345.00	\$ 26.35	\$ 395.25
44	ENVELOPE - #10 WINDOW, SUB 24, WHITE WOVE, NO PRINTING	AS NEEDED	AS NEEDED	1,000	\$ 55.00	\$ 55.00	\$ 62.95	\$ 62.95
				2,000	\$ 30.00	\$ 60.00	\$ 34.35	\$ 68.70
				5,000	\$ 25.00	\$ 125.00	\$ 28.00	\$ 140.00
				10,000	\$ 20.00	\$ 200.00	\$ 22.90	\$ 229.00

BID SECTION

ITEM	DESCRIPTION	APPROX QTY PER DELIVERY	APPROX DATE	EST QTY	VIRGIN PAPER UNIT PRICE/M	VIRGIN PAPER EXTENSION	RECYCLED PAPER UNIT PRICE/M	RECYCLED PAPER EXTENSION
				15,000	\$	\$	\$ 22.10	\$ 331.50
45a	SIDE SEAM ENVELOPE - #10 WINDOW, SUB 24, WHITE WOVE, RETURN ADDRESS PRINTED UPPER LEFT CORNER, BLACK INK; PROOF REQUIRED.	AS NEEDED	AS NEEDED	1,000 2,000 5,000 10,000 15,000	\$ 150.00 \$ 75.00 \$ 45.00 \$ 40.00 \$ 35.00	\$ 150.00 \$ 150.00 \$ 225.00 \$ 400.00 \$ 525.00	\$ 171.70 \$ 85.85 \$ 51.50 \$ 45.80 \$ 40.05	\$ 171.70 \$ 171.70 \$ 257.50 \$ 458.00 \$ 600.75
45b	ALTERNATE QUOTE ITEM 45: SAME AS ITEM 45 EXCEPT PRINTED 4/0 PROCESS 1-SIDE FLAT; COLOR SEPERATED ART FURNISHED.	AS NEEDED	AS NEEDED	1,000 2,000 5,000 10,000 15,000	\$ 760.00 \$ 380.00 \$ 200.00 \$ 140.00 \$ 105.00	\$ 760.00 \$ 760.00 \$ 1000.00 \$ 1400.00 \$ 1575.00	\$ 870.05 \$ 435.00 \$ 228.95 \$ 160.25 \$ 120.20	\$ 870.05 \$ 870.00 \$ 1144.75 \$ 1602.50 \$ 1803.00
45c	ALTERNATE QUOTE ITEM 45: SAME AS ITEM 45 EXCEPT PRINTED 2/0 PMS INK 1-SIDE FLAT; ARTWORK FURNISHED.	AS NEEDED	AS NEEDED	1,000 2,000 5,000 10,000 15,000	\$ 160.00 \$ 80.00 \$ 50.00 \$ 45.00 \$ 37.00	\$ 160.00 \$ 160.00 \$ 250.00 \$ 450.00 \$ 555.00	\$ 183.15 \$ 91.55 \$ 57.25 \$ 51.50 \$ 42.35	\$ 183.15 \$ 183.10 \$ 286.25 \$ 515.00 \$ 635.25
45d	ALTERNATE QUOTE ITEM 45: SAME AS ITEM 45 EXCEPT PRINTED 1/0 PMS INK 1-SIDE FLAT; ARTWORK FURNISHED.	AS NEEDED	AS NEEDED	1,000 2,000 5,000 10,000 15,000	\$ 150.00 \$ 75.00 \$ 45.00 \$ 40.00 \$ 35.00	\$ 150.00 \$ 150.00 \$ 225.00 \$ 400.00 \$ 525.00	\$ 171.70 \$ 85.85 \$ 51.50 \$ 45.50 \$ 40.05	\$ 171.70 \$ 171.70 \$ 257.50 \$ 458.00 \$ 600.75

PAYMENT TERMS: NET 30



Item #44 pricing
Liz Bishop to: regina.benavides
Please respond to lbishop

05/28/2010 01:51 PM

Regina,

Below is a recap of item #44 pricing including quantity of 15M. Please let me know if you have any further questions.

I look forward to hearing from you.

Thank you,

Liz

1m \$62.95
2m \$34.35
5m \$28.00
10m \$22.90
15m \$22.10

Second line should read

1m \$62.95
2m \$68.70
5m \$140.00
10m \$229.00
15m \$331.50

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

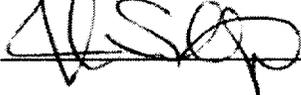
3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Jack Sultze Title: Executive V.P.

Signature:  Date: 09/08/10

Business Entity Name: Response Envelope, Inc.

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Response Envelope, Inc. Federal Tax ID No. [REDACTED]
Address: 1340 S. Baker Avenue
City: Ontario State: CA ZIP: 91761
Contact Person: Jack Sultze Telephone: 909-923-4613 x228
Email: jsultze@response-envelope.com Fax: 909-923-6008

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

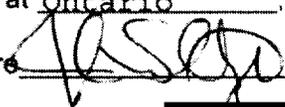
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 8th day of September, 2010, at Ontario, CA

Name Jack Sultze

Signature 

Title Executive V.P.

Federal Tax ID No. 