



**CITY OF DULUTH
PURCHASING DIVISION**

Room 100 City Hall
411 West First Street
Duluth, Minnesota 55802-1199
218/730-5340 218/730-5922 FAX

May 13, 2010

**REQUEST FOR PROPOSAL
10-08DS**

Please provide the City of Duluth with a proposal for **Publication of the City of Duluth Quarterly Newsletter** per the attached description, requirements and goals.

Please mark your proposal with the above number and title on the outside of the envelope and return to: City of Duluth, Purchasing, Room 100, 411 West 1st Street, Duluth, MN 55802 by **2 PM Thursday June 3, 2010.**

All proposals will be acknowledged aloud in Purchasing room 100 of City Hall. Proposals will be reviewed by committee according to established criteria.

The City of Duluth reserves the right to reject all proposals, to select more than one to give presentations if so desired by the City of Duluth, or to select the best one and/or enter into further negotiations with the vendor.

RFP information can be obtained by calling Purchasing.

Contact: Dennis Sears (218) 730-5003
Purchasing Agent
dsears@duluthmn.gov

Thank you.



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**Publication of the City of Duluth
Quarterly Newsletter
10-08DS**

Scope of Service

The City of Duluth (City) wishes to publish a quarterly newsletter as a major source for communication to the citizens of the City at no cost to the City. The newsletter will convey activities within the general Duluth area and will promote a positive image of the area by providing concise, timely, accurate and useful information from and about the City. The newsletter will be both web based and printed in hard copy as determined necessary.

Size

The newsletter shall be based on a twenty-four (24) page, magazine style publication, printed on 6--11" x 17", 70# Plainfield Opaque Offset—4/4 full Color Two Sides with Bleeds, folds to 8.5" x 11" collated and saddle stitched. The City reserves the right to increase or decrease the number of pages from issue to issue depending on the availability of news articles. Pages may be increased or decreased in four (4) page increments, but in no case will the size of the newsletter increase or decrease by more than eight (8) pages (25% of the standard folio of 24 pages).

Advertising

The successful Contractor shall be solely responsible for and may sell space to advertisers on such terms, conditions and at such prices the Contractor may determine according to their advertising guidelines.

Please submit guidelines with your proposal for compliance to the following advertising conditions.

All advertising contracts shall clearly state that the City is not a party to the contract. Advertising shall be limited to approximately fifty percent 50% of the newsletter space maximum. No advertising will be placed on the first (front cover) and center two (2) pages of the newsletter. Advertisements will be appropriately placed as not to affect content of City articles and other content the City submits for the publication. Half (1/2) and quarter (1/4) page ads are acceptable on the inside back cover and back cover of the publication. Contractor has article/ad arrangement authority; however City may request changes after editing. Should the contractor fall short of advertising in any issue, the

Contractor is limited to one-quarter (1/4) page advertisement for their business and the City is allowed use of the rest of the unsold advertising space at no cost. The City reserves the right to exclude such ad classifications as it deems inappropriate for its image, or directly competes with City.

Please describe your approach for obtaining ads that will pay for publication.

Publication Dates

The newsletter shall be published quarterly and shall be ready for mailing approximately five (5) days prior to the first day of March, June, September and December.

Please state how you work to meet production schedules and address possible problems that can arise that may alter the schedule slightly.

Publication

The City shall be responsible for the preparation and submission of articles for publication and for the proofreading of its articles. The City shall establish a policy concerning the contents of articles published, which it will share with Contractor. Each publication shall contain a disclaimer statement, approved by the City, to the effect that the costs of the publication are offset by advertisers and that the Contractor, not the City, is in total control of the advertising content of the publication. The Contractor will also receive approval from the City for any special insertions to the newsletter unless the insertion items are at the City's request.

Please indicate your understanding of this condition and provide a sample of a disclaimer that can be used.

Production and Ownership/Copyright

The City shall be responsible to provide the Contractor, within the Contractor's production schedule, with an electronic copy of articles, as well as photos (electronic/digital or actual) to be published. All original photos will be returned to the City within fifteen (15) days of publication of the newsletter. Contractor may also provide photos and/or clip art in the design /layout of the newsletter with final approval of the City. The Contractor shall be responsible for all aspects of production of the newsletter including, but not limited to, design, layout, typesetting, printing and post-production delivery of all newsletters.

The City retains ownership of the newsletter and its contents, and no part (including the design and articles) may be copyrighted by the Contractor. Contractor's logo may appear with contact information and phone number for advertising inquiries with size and placement of logo approved by the City. City will file copyright forms with the US Patent Office.

Please address your approach and experience in newsletter design/layouts and provide an example(s) of such newsletters.

Distribution

The Contractor shall be responsible for the cost of distribution of the newsletter through the US Mail or by a different method of distribution as proposed and agreed upon by both parties.

Delivery of the newsletter to the post office or mailing service by the contractor shall be made approximately five (5) days prior to the first day of March, June, September, and December. A minimum of 1000 additional copies of each edition shall be delivered to the City at no charge.

If the newsletter is mailed by the USPS, it will be mailed third class. If mailed by some other method, it must be mailed in a manner that will allow for delivery to the reader within five (5) days of delivery to the mailing service. Proof of delivery is required after each mailing, regardless of which delivery service is used. Click counts or other means of measuring on-line delivery and/or readership are required each quarter. The Contractor shall maintain an accurate circulation list, for both hard copy and e-delivery methods.

The City desires to reach as many households and businesses as possible within the geographic confines of the City of Duluth. The ideal goal would be 100% penetration, but it is recognized that revenue and cost constraints may preclude this.

Please provide a circulation and distribution plan. You should include circulation numbers and delivery methods to be employed.

Charges

All costs related to the newsletter are to be incurred by the Contractor.

Additional charges will apply to the City when an item(s) is inserted in the newsletter at the City's request. Cost will depend on the size and weight of the item inserted. Cost of inserted items weighing more than one-half (½) ounce, including the Duluth Community Guide, will be handled on a case by case basis. Contractor shall not insert any item without prior review and approval by the City.

Contacts

The City will provide the Contractor with the title(s) and/or name(s) of any and all authorized contacts covering any and all decisions and approvals regarding the newsletter.

Term

The term of this agreement shall be for a period of five (5) years commencing upon execution of a contract between City and Contractor, and terminating upon publication of the twentieth (20th) issue of the quarterly publication (four issues per year) of the City of Duluth Newsletter. Ninety (90) days prior to the publication of the twentieth (20th) issue,

the terms of the agreement will be reviewed by both parties.

Termination

The City reserves the right to terminate this agreement without cause. Termination shall be effective ninety (90) days after the City gives notice in writing to the Contractor. The Contractor may also terminate this agreement upon giving ninety (90) days written notification to the City.

Independent Contractor

It is understood that the Contractor is an independent contractor and is not an employee of the City. As such, the Contractor agrees to indemnify, save and hold harmless the City from any and all claims of every kind and nature which may arise out of the advertising content of any said newsletter publication and the Contractor's performance of this contract. In turn, the City agrees to indemnify, save and hold harmless the Contractor for any and all claims of every kind and nature which may arise from the article content of any said newsletter publication and the City's performance of this contract. This indemnity by the City does not waive any of the City's tort immunities or limitations found in Minn. Stat. Chpt 466 and any claims brought are subject to the provisions of the Chapter; and any recovery against the City by Contractor is limited to amounts which do not exceed the tort limits found in Minn. Stat. Chpt 466.

Method of Award

All proposals for the publication of the City of Duluth newsletter will be reviewed according to the following:

Years Experience-----	15 pts maximum
Approach to Scope of Service-----	30 pts maximum
Samples of Work Submitted-----	20 pts maximum
Client Base for Providing Similar Work----- I.e.: newsletters, brochures, programs	20 pts maximum
3 References-----	15 pts maximum
Total-----	100 pts maximum