BID NO. 291D
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692

BID SPECIFICATIONS
FIVE YEAR CONTRACT FOR PRESORTED MAIL SERVICES

PART 1: DAILY MAIL

1.1 South Orange County Community College District processes all daily mail for the District’s offices, Saddleback College, Irvine Valley College and ATEP. Bidders are invited to submit a bid for continuation of these services as per paragraphs 1.2 through 1.8 below.

1.2 The District will seal, meter (with the current day’s date and current presorted mail postage rate) and make available for pick up all first class letter-size mail.

1.3 For the information of bidders, the following were the quantities of daily mail processed over (both colleges and district combined):

<table>
<thead>
<tr>
<th>Month</th>
<th>Pieces</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2010</td>
<td>17,524</td>
</tr>
<tr>
<td>February 2010</td>
<td>10,464</td>
</tr>
<tr>
<td>January 2010</td>
<td>12,011</td>
</tr>
<tr>
<td>December 2009</td>
<td>8,115</td>
</tr>
<tr>
<td>November 2009</td>
<td>10,911</td>
</tr>
<tr>
<td>October 2009</td>
<td>12,243</td>
</tr>
<tr>
<td>September 2009</td>
<td>10,384</td>
</tr>
<tr>
<td>August 2009</td>
<td>9,671</td>
</tr>
<tr>
<td>July 2009</td>
<td>11,425</td>
</tr>
<tr>
<td>June 2009</td>
<td>11,698</td>
</tr>
<tr>
<td>May 2009</td>
<td>7,680</td>
</tr>
<tr>
<td>April 2009</td>
<td>10,502</td>
</tr>
</tbody>
</table>

TOTAL 132,628 Average pieces/month: 11,052

1.4 Contractor will pick up all of the District’s first class letter-size mail at the District’s Mail Room, located in the Saddleback College campus, 28000 Marguerite Parkway, Mission Viejo, CA 92692, between the hours of 2:30 pm and 3:00 pm, Monday through Friday, except holidays, and deliver to the US Post office no later than the meter stamp date.

1.5 Contractor will also pick up and deliver, at no cost to the District, up to two tubs of stamped first class letter-size mail.

1.6 Contractor shall specify on the bid form the service charge per piece of mail, indicate the discount postage charges per piece, and also indicate whether there will be a pick up charge and the amount.
1.7 In the event that the USPS rates are increased or decreased during the duration of the contract, the discount postage rate quoted will be adjusted by the same amount.

1.8 Contractor shall establish an account for these daily mailings in the name of South Orange County Community College District.

PART 2: SPECIAL MAILINGS

2.1 Prior to each semester and the summer session, each college mails the Permits to Register and Registration Receipts. These larger mailings are prepared at each college by the Admissions and Records department and made available for pick up at Saddleback College office of Admissions and Records, or the Irvine Valley College office of Admissions and Records. These pieces of mail will be sealed but not metered.

2.2 Upon notification by each A & R department, Contractor will pick up at the respective A & R office, meter, and deliver these special mailings to the US Post Office.

2.3 Contractor shall specify on the bid form the service charge fee per piece of mail for this type of special mailings indicate the discount postage charges per piece, and also indicate whether there will be a pickup charge and the amount for each location.

2.4 In the event that the USPS rates are increased or decreased during the duration of the contract, the discount postage rate quoted will be adjusted by the same amount.

2.5 Contractor shall establish two separate accounts, one in the name of each college, for these special mailings.

PART 3: SPECIAL CONDITIONS

3.1 In relation to daily mail, Contractor shall submit monthly invoices showing detailed information of charges per day, if any. The special mailings shall be invoiced separately and separate invoices per each campus will be required. The District will promptly process and pay these invoices.

3.2 Contractor will not capture or retain any information from the District's mail. Contractor shall exercise reasonable care to maintain the confidentiality of the District's mail.

3.3 All shipments tendered by the District to the Contractor for transportation shall be contained in US Postal trays, shall conform to applicable USPS laws and regulations, and shall contain nothing unlawful.

3.4 Contractor shall be bonded. Proof of bonding shall be submitted to the district prior to start of contract.

3.5 Contractor shall also submit proof of insurance and shall require all subcontractors, if any, to carry insurance. The minimum amounts required for contractor are:

Public Liability Insurance for injuries including accidental death, to any person in an amount not less than $1,000,000
and

Subject to the same limit for each per on account of one Accident, in an amount not less than.........................$1,000,000

Property Damage Insurance in an amount not less than..............$1,000,000

Workers' Compensation Insurance covering all Contractors' employees connected with the performance of any service related to this contract.

3.6 The Contractor shall indemnify and hold harmless the District, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor upon or in connection with the work described in these specifications, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the work described in these specifications, whether said injury or damage occurs either on or off District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

The Contractor, at Contractor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its governing board, officers, agents, employees, on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

3.7 In the event the Contractor fails to carry out or comply with any of the terms and conditions hereby specified, the District reserves the right to terminate the contract upon service of written notice of default.

3.8 The contract may be cancelled by either party with a ninety (90) day prior notice.

3.9 The successful bidder and the District will execute a formal Agreement after the award of the bid. A copy of the proposed Agreement is attached.

3.10 Please use the attached Bid Form to respond.
BID FORM
BID NO. 291D

The South Orange County Community College District is inviting vendors to submit bids for a **Five-Year Presort Mail Contract** commencing July 1, 2010 and ending June 30, 2015, in accordance with the attached specifications.

### DAILY MAIL

<table>
<thead>
<tr>
<th></th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The discount postage charge per each piece of daily mail, in accordance with Part 1 of the specifications is <strong>per piece</strong>.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The service charge per each piece of daily mail in accordance with Part 1 of the specifications is <strong>per piece</strong>.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The charge per day for picking up daily mail in accordance with Part 1 of the specifications is <strong>per piece</strong>.</td>
<td></td>
</tr>
</tbody>
</table>

### SPECIAL MAILINGS

<table>
<thead>
<tr>
<th></th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The discount postage charge per each piece of special mail, in accordance with Part 2 of the specifications is <strong>per piece</strong>.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The service charge per each piece of special mail in accordance with Part 2 of the specifications is <strong>per piece</strong>.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The charge for picking up special mail at Saddleback College’s A &amp; R office, 28000 Marguerite Parkway, Mission Viejo, CA, 92692 is <strong>per piece</strong>.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The charge for picking up special mail at Irvine Valley College’s A &amp; R office, 5500 Irvine Center Drive, Irvine, CA, 92618 is <strong>per piece</strong>.</td>
<td></td>
</tr>
</tbody>
</table>

Bids may be mailed or hand delivered to:

South Orange County Community College District
Purchasing & Facilities Planning Dept.
Health Science Building, 3rd Floor
28000 Marguerite Pkwy.
Mission Viejo, CA 92692
PRESORTED MAIL SERVICES AGREEMENT

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as “DISTRICT,” and ______________________, _____ __________, Suite ___, __________, California, _______, phone ___-___-____, hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT has full power and authority to contract with and employ any persons for the furnishing of special services; and

WHEREAS, DISTRICT is in need of specialized presorted mail services; and

WHEREAS, CONTRACTOR, in response to the DISTRICT’s request for bids No. 291D, has submitted a bid, dated ________, 2010, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully set forth;

NOW, THEREFORE, the parties, for the consideration stated herein, agree as follows:

1. CONTRACTOR shall provide presorted mail services in accordance with the specifications and conditions of bid No. 291 which are attached hereto as Exhibit B and incorporated herein as if fully set forth. All contract documents are complementary and what is called for by anyone shall be as binding as if called for by all.

2. The term of this AGREEMENT shall commence on July 1, 2010, and shall terminate on June 30, 2015.

3. The discount postage charge per piece of daily mail shall be __________ $(____) per piece and the discount postage charge for special mailings shall be __________ $(____) per piece. In the event that the USPS rates are increased or decreased during the duration of the contract, the above discount postage rates will be adjusted by the same amount.

4. The DISTRICT shall pay CONTRACTOR ________________________________(other charges if applicable).

5. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of this AGREEMENT, the DISTRICT reserves the right to terminate this Agreement upon service of written notice of default. In addition, this AGREEMENT may be terminated by either party with no cause with a ninety (90) day prior written notice.

6. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
Pre Sorted Mail Services Agreement  
July 1, 2010

(a) any injury to or death of any person(s), or damage to or loss of any property caused by any act, neglect, default, or omission of CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and/or

7. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million and No/100 Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) days after executing this AGREEMENT CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

8. The obligations of CONTRACTOR pursuant to this AGREEMENT shall not be assigned by CONTRACTOR.

9. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

10. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11. This AGREEMENT and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

12. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
Pre Sorted Mail Services Agreement
July 1, 2010

13. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

14. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Gary Poertner

CONTRACTOR:

Attn: ____________________________

15. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

16. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

This AGREEMENT is entered into this 1st day of July, 2010.

South Orange County Community College District

BY: ________________________________
Gary Poertner, Deputy Chancellor

BY: ________________________________
___________________________________, (Title)

Social Security or Taxpayer
Identification Number