



City of
Los Banos
At the Crossroads of California

**REQUEST FOR PROPOSALS
FOR
LEGAL NOTICES, CLASSIFIED AND DISPLAY
ADVERTISING SERVICES**

Release Date

February 15, 2013

Deadline for Submissions

March 15, 2013 at 2:00 P.M.

Contact Person

**Lucille L. Mallonee, MMC, City Clerk
City of Los Banos
520 J Street
Los Banos, CA 93635
(209) 827-7000**

**REQUEST FOR PROPOSALS
LEGAL NOTICES, CLASSIFIED AND DISPLAY ADVERTISING SERVICES
CITY OF LOS BANOS**

INTRODUCTION

The City of Los Banos is accepting qualified proposals for legal notices, classified employment and display advertising services, in accordance with this Request for Proposal. Each Proposer must make a proposal on each element of the scope of work. In order to best meet its needs, the City reserves the right to contract for each element individually, as a package, or make multiple awards, in the City's sole discretion.

Each proposer is encouraged to identify other services beyond the minimum required services, which can be provided to address the City's needs and describe any approaches that would reduce City costs and/or increase advertising efficiency and effectiveness.

The City reserves the right to contract for legal notices, classified employment and display advertising services with multiple Proposers.

SCOPE OF WORK

The scope of services desired includes print advertising for a variety of City functions, specifically legal notices, classified employment advertisements, and general purpose display advertisements. The scope for all services includes, at a minimum:

1. Proposer shall have the capability to receive typeset/copy materials and proofs via email. Proposer shall provide City with an email address to be used for transmission of typeset matter.
2. City departments may require that a draft of the publication be submitted for proofreading prior to publication. If errors are found after the sample proof has been checked, a revised corrected proof shall be submitted immediately to said department for approval prior to the publication of the printed advertisements or notices. All printing done hereunder that does not strictly comply with the approved proof furnished by the department originating such publication shall be corrected and republished by and at the expense of the Proposer.
3. Advertisements and notices shall be placed in the body, or newspaper section identified by the City, of the Proposer's publication or the City requested publication and shall be published for the number of days directed by the requesting City staff member.
4. The Proposer will provide deadlines and submittal instructions.
5. The Proposer shall submit proof of publication/tearsheet to the requesting City department or provide an online pathway to download the proof of publication/tearsheet and invoice in order to authorize payment by the City.
- 6 The publication rates proposed shall not exceed the customary rate charged by the Proposer for publication of legal notices, classified and display advertisements.
7. It is preferred that the Proposer have an office in the City of Los Banos to facilitate delivery of materials if necessary.

8. The Proposer should be aware that on occasion, emergency situations may require special handling to meet specific dates. The Proposer must agree and be prepared to assist the City in these special situations.

9. The Agreement that may be awarded shall be valid from the date of approval by the Los Banos City Council through June 30, 2014.

A. Legal Notices Advertising Scope of Work includes:

1. The successful Proposer must have obtained a Judicial Decree from the Merced County Superior Court establishing it as having status of a newspaper in general circulation in the County of Merced at the time of the award of contract. The newspaper publication shall be published for the dissemination of local news and intelligence of a general character.

2. Attached to and becoming a part of the proposal and contract shall be proof that the newspaper publication quoted by the Proposer is in general circulation within the City of Los Banos as set forth in California Government Code Sections 6000-6008.

3. Printing and publishing all ordinances, notices, regulations, and advertisements of a legal nature that may be required by any City Department. The Proposer shall furnish an affidavit of posting to the designated representative of the City Department placing the advertisement within three (3) working days after publication, together with a statement of the charges.

4. In the event that the Proposer awarded the legal advertising contract for the City is unable to publish on the date required by the City to satisfy state law requirements, the City may choose an alternative Proposer in order to meet publication deadline/requirements.

B. Classified Employment Advertising Scope of Work includes:

1. Proposer shall, as a standard element of the publication(s), offer a clearly identified section devoted to and labeled as advertisements for employment opportunities, jobs available or similar identification, and agree to publish employment classified advertisements under the conditions agreed to in this contract.

2. In the event a classified employment advertisement is not published as scheduled when presented prior to printed deadlines, or is published in error, an error being a deviation from text provided by the City, there shall be no cost for the erroneous publication and a correct advertisement will be published on a similar day at no cost to the City.

C. General Display Advertising Scope of Work includes:

1. The Proposer shall have the ability to receive advertisements in electronic format in order to increase the ability to produce a high quality display advertisement.

2. If artwork is required, the City staff member who is working on the display advertisement will work with the Proposer in developing a proof. Prior to publication, the final proof, artwork included, will require approval by the City staff member placing the advertisement request.

3. In the event a display advertisement is not published as scheduled when presented prior to printed deadlines, or is published in error, an error being a deviation from the final approved proof by the City, there shall be no cost for the erroneous publication and a correct advertisement will be published on a similar day at no cost to the City.

GENERAL PROVISIONS

1. Proposals shall be submitted in an envelope marked "Legal Notices, Classified and Display Advertising RFP" in the bottom left hand corner and shall be delivered to the City Clerk of the City of Los Banos, 520 J Street, Los Banos, CA 93635. Faxed or e-mailed proposals will not be accepted. Late proposals will not be accepted. With regard to any proposal sent by mail to the City, the proposer will be solely responsible for its delivery to the City prior to the date and hour set forth herein. Any proposals received subsequent to the date and hour set forth herein, because of delayed mail delivery or any other reason, will not be considered by the City.
2. Copies of the Request for Proposals (RFP) may be obtained at the City Clerk's Office, City Hall, 520 J Street, Los Banos, CA 93635 or online at www.cityoflosbanos.org. Said specifications, proposal forms, and contract documents are hereby referred to and incorporated herein and made a part by reference and all quotations must strictly comply therewith. Any questions regarding the document may be posed in writing to the City Clerk, City of Los Banos, 520 J Street, Los Banos CA 93635 or by email at cityclerk@losbanos.org.
3. The City reserves the right to accept in whole or part or reject any and all proposals and to waive any informalities in the proposal process, and all proposals are binding for a period of ninety (90) days after the proposal opening and may be retained by the City for examination and comparison, as specified in the contract documents. The award of contract shall be made by the Los Banos City Council.
4. The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information is provided.
5. The City reserves the right to reject any or all of the proposals received, to negotiate with qualified bidders, or to cancel the request for proposals in part or in its entirety without explanation to the bidders. The City may interview those bidders whose proposals were scored highest.
6. The City reserves the right to revise or amend the request for proposal up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective Proposers. If the changes are material, the date set for opening of proposals may be postponed. In any case, the proposal opening shall be at least five (5) working days after the last amendment; and the amendment shall include an announcement of the new date, if applicable, for the opening of proposals.
7. The Proposer must submit proposals for all three (3) types of print advertising.
8. The City reserves the right to award contracts to multiple proposers.
9. Each Proposer shall be held responsible for familiarizing themselves with requirements of the scope of work.
10. Proposals must be made on the forms furnished by the City. Do not remove any of the pages herein but submit as a complete package with any additional information to be provided by the Proposer.
11. A sample of a City of Los Banos contract is attached.

12. The City reserves the right to evaluate each proposal based on several qualifications including circulation of the paper, days published, experience, samples, ability to respond, lead time, and cost. Although cost is one of the evaluating factors, the City is not bound to award the contract based on price alone.

13. Prices quoted on the proposal shall be in effect from date of proposal until June 30, 2014.

14. Each proposal shall contain copies of the following for evaluation purposes:

- Previously published legal notices
- Display advertising
- Classified advertising
- Documentation verifying circulation numbers
- Judicial decree of adjudication
- Current business license certificate

PROPOSAL FORM
(Must be filled out completely)

1. GENERAL INFORMATION

NEWSPAPER NAME: _____

ADDRESS: _____

PUBLISHER: _____ CONTACT: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

DATE OF CURRENT ADJUDICATION: _____

CURRENT LOS BANOS BUSINESS LICENSE NUMBER: _____

PAID CIRCULATION CITY OF LOS BANOS
HOME DELIVERY AND MAIL: _____
SINGLE COPY SALES: _____
OTHER: _____

PAID CIRCULATION OUTSIDE CITY OF LOS BANOS
HOME DELIVERY AND MAIL: _____
SINGLE COPY SALES: _____
OTHER: _____

UNPAID DISTRIBUTION CITY OF LOS BANOS: _____

UNPAID DISTRIBUTION OUTSIDE CITY OF LOS BANOS: _____

NUMBER OF DAY(S) PER WEEK PUBLISHED: _____

DAY(S) OF THE WEEK PUBLISHED: _____

REQUIRED LEAD TIME FOR PUBLICATION: _____

LEAD TIME FOR RETRACTIONS OR CORRECTIONS: _____

IS ONLINE PUBLICATION AVAILABLE AT NO ADDITIONAL COST? _____

2. PRICE INFORMATION

LEGAL NOTICES:

Cost per line per column \$ _____ Column size _____

Cost per inch per column \$ _____ Column size _____

Cost for subsequent runs \$ _____

Discount for camera ready electronic
Submission via the internet or e-mail \$ _____

Cost of attached legal notice \$ _____

DISPLAY ADVERTISEMENTS:

Cost per line per column \$ _____ Column size _____

Cost per inch per column \$ _____ Column size _____

Cost for subsequent runs \$ _____

Discount for camera ready electronic
Submission via the internet or e-mail \$ _____

Cost of attached display advertisement \$ _____

CLASSIFIED ADVERTISEMENTS:

Cost per line per column \$ _____ Column size _____

Cost per inch per column \$ _____ Column size _____

Cost for subsequent runs \$ _____

Discount for camera ready electronic
Submission via the internet or e-mail \$ _____

Cost of attached classified advertisement \$ _____

PLEASE NOTE: Each proposal shall include copies of:

- Previously published legal notices
- Display advertising
- Classified advertising
- Documentation verifying circulation numbers
- Judicial decree of adjudication
- Current business license certificate

CITY OF LOS BANOS
AGREEMENT FOR LEGAL NOTICES,
CLASSIFIED AND DISPLAY ADVERTISING SERVICES

THIS AGREEMENT, made and executed this ___ day of _____ 2013, by and between the City of Los Banos, hereinafter referred to as "City", and _____ hereinafter referred to as "Newspaper", a newspaper of general circulation within the City of Los Banos.

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code; and

Whereas, City published a Request for Proposals for Legal Advertising on February 15, 2013; and

Whereas, City now desires to enter into an agreement with Newspaper, a newspaper of general circulation within the City of Los Banos, provide the publishing of for legal notices, classified and display advertising.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties as follows:

1. The Request for Proposals, Proposal, and all amendments thereof, copies of which are attached hereto, are hereby incorporated in and make a part of this Agreement by reference, as though fully set forth herein and all of the foregoing shall constitute the Contract documents. If there is any conflict between the terms of these documents, the terms of this Agreement shall control and prevail.

2. The term of this Agreement shall be for a period beginning July 1, 2013, and ending June 30, 2014.

3. Newspaper agrees to perform the services set forth in the scope of work as specified in the Contract documents and in the manner specified therein.

4. City agrees to pay Newspaper the amount specified in the Contract documents and in the manner specified herein. Payment will be made on a calendar-month basis in arrears. The Newspaper shall submit all original invoicing with proof of publication/tearsheet to the requesting City department in order to authorize payment by City of Los Banos.

5. Time is of the essence of this Agreement.

6. Newspaper agrees that in the performance of this Agreement, Newspaper is an independent Contractor, not an employee, agent or officer of the City.

7. This Agreement shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

8. Newspaper shall not assign this Agreement, or any part thereof, or any monies due or to become due thereunder without prior written consent of City.

9. Newspaper shall indemnify and hold harmless the City, and its officers and employees, from and against any and all claims, demands, suits, damage, injury and liability, including costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of the Agreement.

10. City may terminate the Agreement for convenience if in the best interests of City upon thirty (30) calendar days prior notice. In such event, Newspaper shall be paid for all services performed up to the date of termination.

11. City and Newspaper agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of or otherwise relating to this Agreement shall be filed and maintained in the Superior Court County of Merced.

12. Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Newspaper in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Newspaper of any of the warranties or obligations of this Agreement and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

13. All other notices, writings or correspondence as required by this Agreement shall be directed to City and Newspaper, respectively, as follows:

To City:

City of Los Banos
Attn: City Clerk
520 J Street
Los Banos, California 93635
209 827-7000

To Newspaper:

14. No member, official or employee of City shall be personally liable to Newspaper or any successor in interest in the event of any default or breach by City or for any amount which may become due to Newspaper or successor on any obligation under this Agreement.

15. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. Any modifications to this Agreement shall be in writing.

16. Newspaper covenants and declares that it has obtained all necessary approvals to bind Newspaper to this Agreement and that the representative signing the Agreement is authorized to do so.

17. Newspaper shall maintain a valid City of Los Banos business license during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

NEWSPAPER,

Date:

BY
TITLE

CITY OF LOS BANOS, a California
municipal corporation

Date:

by: GARY BRIZZEE,
Acting City Manager

ATTEST:

Lucille L. Mallonee, MMC
City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney