



City of  
**Los Banos**  
*At the Crossroads of California*

**REQUEST FOR PROPOSALS  
FOR PUBLICATION OF  
LEGAL NOTICES/LEGAL ADVERTISEMENTS**

**Release Date**

April 18, 2024

**Deadline for Submissions**

May 20, 2024 at 4:00 P.M.

**Contact Person**

Lucy Mallonee, MMC  
City Clerk/Human Resources Director  
City of Los Banos  
520 J Street  
Los Banos, CA 93635  
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**REQUEST FOR PROPOSALS  
LEGAL NOTICES/LEGAL ADVERTISEMENTS  
CITY OF LOS BANOS**

**A. INTRODUCTION**

1. The City of Los Banos (hereinafter referred to as “City”) is requesting proposals from a newspaper of general circulation, published and circulated in the City of Los Banos, for publication of required legal notices and legal advertising.
2. The City’s anticipated volume of service during each fiscal year is an average of 85 publications for various notices, such as for public hearings, invitation to bidders, and ordinance summaries.
3. The City reserves the right to contract with multiple proposers.
4. Proposals shall be submitted in an envelope marked “Legal Notices/Legal 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.
5. 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.losbanos.org](http://www.losbanos.org). Any questions regarding the RFP 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](mailto:cityclerk@losbanos.org).

**B. GENERAL PROVISIONS**

1. Each proposer shall be responsible for familiarizing themselves with requirements of the RFP and Scope of Work.
2. Publication of Legal Notices/Legal Advertising shall be in a newspaper of general circulation, as defined in California Government Code Section 6020 et. seq.
3. This proposal is subject to Public Contract Code Section 20169, which states:

*“Annually, before the beginning of the fiscal year, in cities where there is more than one newspaper of general circulation printed and published, the legislative body shall publish a notice inviting bids and contract for the publication of legal notices required to be published in such a newspaper.*”

*The contract shall include the printing and publishing of all such legal notices during the fiscal year. If there is only one such newspaper, the legislative body may contract with it without advertising for bids.”*

4. Attached to, and becoming a part of the proposal and contract, shall be proof that the publication is an **adjudicated newspaper of general circulation** within the City of Los Banos as set forth in California Government Code Sections 6000-6008.
5. 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.
6. Prices quoted on the proposal shall be in effect from date of bid proposal until June 30, 2025.
7. 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.
8. 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.
9. 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.
10. The City reserves the right to award contracts to multiple proposers.
11. Proposals must be made on the attached form. Do not remove any of the pages herein but submit as a complete package with any additional information to be provided by the Proposer.
12. Each proposal shall contain copies of the following:
  - At least one previously published legal notice
  - Documentation verifying circulation numbers
  - Judicial decree of adjudication
  - Current business license certificate

13. Proposer(s) selected by the City shall be required to enter into a written contract in substantially the form attached hereto, "Attachment B".

### **C. SCOPE OF WORK**

The scope of services desired includes print advertising for legal notices/legal advertising. The scope for 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. The Proposer will provide deadlines and submittal instructions.
4. 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.
5. 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.

**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: \_\_\_\_\_

CIRCULATION CITY OF LOS BANOS  
HOME DELIVERY AND MAIL : \_\_\_\_\_

SINGLE COPY SALES: \_\_\_\_\_

OTHER: \_\_\_\_\_

TOTAL CIRCULATION: \_\_\_\_\_

DAY(S) OF THE WEEK PUBLISHED: \_\_\_\_\_

REQUIRED LEAD TIME FOR PUBLICATION: \_\_\_\_\_

LEAD TIME FOR RETRACTIONS OR CORRECTIONS: \_\_\_\_\_

IS ONLINE PUBLICATION AVAILABLE; AND IF SO, AT WHAT COST? \_\_\_\_\_

IS ONLINE PUBLIC VIEWING AVAILABLE; AND IF SO, AT WHAT COST? \_\_\_\_\_

**2. PRICE INFORMATION**

LEGAL NOTICES/LEGAL ADVERTISING:

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 to publish "Attachment A" \$ \_\_\_\_\_

**PLEASE NOTE:** Each proposal **MUST** include copies of:

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

## **ATTACHMENT A**

### **SUMMARY OF ORDINANCE NO. 1196**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS BANOS, ADOPTING A MILITARY EQUIPMENT POLICY AND ADDING CHAPTER 12 TO TITLE 4 OF THE LOS BANOS MUNICIPAL CODE TO ADOPT A MILITARY EQUIPMENT USE ORDINANCE

On May 18, 2022 the Los Banos City Council introduced Ordinance No. 1196, which if adopted will adopt Policy 706 "Military Equipment" as detailed in the complete text of Ordinance No. 1196. A copy of the complete text of the Ordinance is on file with the City Clerk, at 520 J Street.

The purpose of this Ordinance is to ensure the Los Banos Police Department's compliance with California AB 481, which requires California law enforcement agencies to obtain approval of the law enforcement agency's governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting prior to taking actions relating to the funding, acquisition, or use of military equipment. This Ordinance also requires approval for the continued use of military equipment acquired prior to January 1, 2022. This Ordinance also allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified criteria. This Ordinance requires an annual Report to be made to the City Council for as long as the Military Equipment is available for use.

Adoption of this Ordinance will also approve Los Banos Police Department Policy 706 "Military Equipment" which has been posted to the department's website at [https://losbanos.org/city-government/departments/police/ab481 /](https://losbanos.org/city-government/departments/police/ab481/)

The City Council will consider adoption of this Ordinance at the regular City Council Meeting scheduled for June 1, 2022.

LUCILLE L. MALLONEE, MMC  
LOS BANOS CITY CLERK

**ATTACHMENT B**

CITY OF LOS BANOS  
AGREEMENT FOR PUBLICATION OF  
LEGAL NOTICES / LEGAL ADVERTISEMENTS

THIS AGREEMENT, made and executed this \_\_\_ day of \_\_\_\_\_ 2024, 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 released a Request for Proposals for Legal Notices/Legal Advertising on \_\_\_\_\_, 2024; and

Whereas, City now desires to enter into an agreement with Newspaper, a newspaper of general circulation within the City of Los Banos, to provide the publishing of legal notices/legal 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 made 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 on the date of execution of this Agreement and ending June 30, 2025.
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:

*[Newspaper Name]*  
*[Attn: \_\_\_\_\_]*  
*[Address]*  
*[Phone number]*

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: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

CITY OF LOS BANOS, a California  
Municipal Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
Josh Pinheiro, City Manager

ATTEST:

\_\_\_\_\_  
Lucille L. Mallonee, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William A. Vaughn  
City Attorney