



CITY OF BUCKEYE

Request for Proposals 2016-021

Legal Publication

Contact Person:

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Release Date:	September 1, 2016
Final date for inquiries:	September 14, 2016 by noon Local Time
Proposal due date and time:	September 22, 2016 at 4:00 p.m. Local Time

PLEASE NOTE: IF RFP DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE WEB SITE, PROPOSER IS RESPONSIBLE FOR OBTAINING ANY ADDENDA EITHER THROUGH UPDATES ON THE WEB SITE, OR BY CONTACTING THE CITY CLERK.

Table of Contents

Section I: Introduction	3
Section II: General Terms and Conditions	4
Section III: Instructions to Proposers	5
Section IV: Pre-Proposal Conference/Questions	8
Section V: Scope of Work	9
Section VI: Proposal Contents	11
Section VII: Evaluation and Award	15
Section VIII: Proposer Inquiry Form	17
Section IX: Proposal Certification/Conflict of Interest Certification	18
Section X: Offer	19
Section XI: Affidavit of Compliance with A.R.S. § 39-201 to -205	20
Exhibits	
<u>Exhibit A</u> : Fee Proposal	21
<u>Exhibit B</u> : Sample Contract	23

SECTION I - INTRODUCTION

1. Purpose. The City of Buckeye Arizona (the "City") is issuing this Request for Proposals (this "RFP") seeking sealed proposals ("Proposals") from firms or individuals qualified to do business in Arizona ("Proposers") that print and publish a newspaper within the territorial limits of the City not less than weekly, as set forth in Arizona Revised Statutes ("A.R.S.") § 39-204(C), and is of general circulation in the City with a bona fide list of paying residential subscribers. The newspaper must provide publication of legal notices and advertisements for the City when the place of publication of the notice is not specified in the Arizona Revised Statutes and on an as-needed basis as determined by the City (the "services"). This RFP is open only to firms or individuals that: (1) print and publish a newspaper within the territorial limits of the City; (2) have a paid residential subscriber list of City residents; and (3) otherwise meet the legal requirements set forth in A.R.S. §§ 39-201 to 205, inclusive and 39-221.

2. Ordering. The method of ordering publication of advertisements or notices by the City shall be via e-mail whenever possible. Items which cannot be e-mailed shall be picked up by the selected Proposer or faxed by City, if appropriate.

3. Delivery of Proposals. Proposals are to be addressed and delivered to the **Construction and Contracting Office, Attn: Debby Fasano at 530 East Monroe Avenue, Buckeye, Arizona, 85326 on or before 4:00 P.M., local time, on September 22, 2016** at which time a representative of the City will announce publicly the names of those firms or individuals submitting proposals.

4. Contract; Selection. The selected Proposer(s) will be required to execute the City's Service Contract, in substantially the form attached to this RFP. If an agreement cannot be reached with the most-qualified Proposer, the City may enter into negotiations with the next most qualified Proposer. City Council approval of the Service Contract is required. The City reserves the right to terminate the selection process at any time.

Note: Any firm or individual planning to do business within the incorporated areas of the City is required to obtain a City business license upon award. For more information, please contact the Business License Coordinator at (623) 349-6165 or visit www.buckeyeaz.gov.

END OF SECTION I

SECTION II - GENERAL TERMS AND CONDITIONS

1. Required Submittal; Background. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered. Price is a consideration; therefore, in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as a number of days, shall be calendar days.
2. Proposer Responsibilities. It is the responsibility of all Proposers to (i) examine the entire RFP, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Proposal and (iv) submit the entire Proposal by the Proposal due date and time. Late Proposals will not be considered, except as provided by the City Procurement Code. A Proposer submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal due date and time.
3. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal due date and time, a Proposer (or designated representative) may withdraw or amend its Proposal by delivering a written withdrawal or amendment to the Debby Fasano, Purchasing Agent. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposal withdrawals and amendments will not be considered. Proposals may not be withdrawn after opening unless expressly permitted by the City Procurement Code.
4. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than thirty (30) calendar days shall not be considered. Payment discounts of thirty (30) calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Proposer provided payment is made within the discount period.
5. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
6. Cost of Proposal Preparation. The City does not reimburse the cost of developing or presenting a Proposal. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a concise manner. The Proposer is responsible for all costs incurred in responding to this RFP.
7. Contact with City. Direct contact with City staff, elected or appointed officials on City contracts concerning this RFP is strictly prohibited, except as otherwise provided herein, and will result in disqualification from consideration.

END OF SECTION II

SECTION III - INSTRUCTIONS TO PROPOSERS

1. Address; Sealed Submittals. All Proposals shall be directed to the following address: City of Buckeye, Attention: Debby Fasano, 530 East Monroe Avenue, Buckeye, Arizona 85326, or be hand-delivered to the Construction and Contracting's Office by the Proposal due date and time. All Proposals shall be in a sealed envelope marked:

Name of Proposer:

Title of Proposal: Legal Publication

RFP Number: 2016-021

Proposal Due Date and Time: September 22, 2016 not later than 4:00 P.M. local time

A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening, post-opening, or failure to open any Proposal not properly addressed or identified. Proposals received after the Proposal due date and time will be returned to the Proposer unopened.

2. Submittal Quantities. Proposals shall be submitted as a document set, containing **one (1) clearly marked original** and **five (5) additional copies (for a total of six (6) submitted)**. Three-ring binders are preferred. In addition, submit a complete copy of the Qualifications on Compact Disk (CD) or Universal Serial Bus (USB) using a searchable ".pdf" file format. Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

3. Proposal Format; Signature. All Proposals shall be submitted in the format shown in **Section VI**. Proposals in any other format will be considered informal and may be rejected. Conditional Proposals will not be considered. An individual authorized to extend a formal proposal must sign all Proposals. Proposals that are not signed may be rejected.

4. Irregular or Non-responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

4.1 Proposer does not meet the minimum required skill, experience or legal requirements to perform or provide the services.

4.2 Proposer has a past record of failing to fully perform or fulfill contractual obligations.

4.3 Proposer cannot demonstrate financial stability.

4.4 Proposer's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

5. Minimum Qualifications. In order to be considered for evaluation, Proposer shall meet the following minimum qualifications:

5.1 Proposal submitted on or before the specified Proposal due date and time.

5.2 Proposal is in the format requested in this RFP and, specifically, in **Section VI**.

5.3 Proposer shall: (i) be a Newspaper, as defined in A.R.S. § 39-201, (ii) be printed and published within the territorial limits of the City, as set forth in A.R.S. § 39-204(C), (iii) for at least one (1) year, have been admitted to the United States Mail as second class matter, as set forth in A.R.S. § 39-201, and (iv) meet all of the requirements of A.R.S. §§ 39-201 to -205, inclusive, and 39-221.

5.4 The maximum price for public printing and advertising shall be at a rate per column inch, per insertion, charged for legal advertising as shown by the local rate card of the newspaper.

5.5 **Each Proposer shall file with their Proposal, the affidavit included in Section XI showing that its newspaper complies with the sections of the Arizona Revised Statutes as set forth above.**

6. Confidential Information. If the Proposer believes that the Proposal contains information that should be withheld from the public record, a statement advising the City of this fact shall accompany the submission and the information shall be identified. The information identified by the Proposer as confidential shall not be disclosed until the City makes a written determination. The City shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City determines to disclose the information, the City shall inform the Proposer in writing of such determination.

7. Service Contract. The successful Proposer shall enter into the City's Service Contract within five (5) business days of approval of the Service Contract by the City Council. A sample copy of the Service Contract is attached to this RFP. These terms and conditions are intended to be incorporated into the Service Contract between the City and the successful Proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non-responsive and may be rejected.**

8. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP or the Service Contract, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals or portions thereof and (iii) reissue a RFP.

9. Understanding of Terms and Requirements. Proposers submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the RFP, the Scope of Work set forth in the Service Contract, the Service Contract and the provisions of the Arizona Revised Statutes applicable to the Scope of Work and the Service Contract.

10. Inquiries. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the City of errors or omissions relating to this RFP must be directed, in writing or by facsimile, to the contact person referenced on the cover page of this RFP.

10.1 Form of Inquiries; Answers. Inquiries must be submitted on a copy of the Proposer Inquiry Form included in **Section VIII** of this RFP. All formal inquiries must be submitted at least seven (7) calendar days before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered. The person submitting the request will be responsible for its prompt delivery. Note that the City may answer informal questions orally. The City makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFP. Proposers shall not rely on any verbal responses from the City. If you have formal questions about any part of this RFP, which could result in a material issue or a formal addendum to this RFP, submit your questions on a Proposer Inquiry Form from **Section VIII** of this RFP. Any interpretations or corrections of the proposed documents will be made only by addendum duly approved and issued and a copy of each such amendment will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the RFP.

10.2 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of addenda may result in a Proposal being rejected as non-responsive.

11. Protests. The City believes that it can best maintain its reputation for treating service providers and suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the City Procurement Code. All protests will be considered in accordance with the City Procurement Code.

END OF SECTION III

SECTION IV - PRE-PROPOSAL CONFERENCE/QUESTIONS

No pre-proposal conference is currently scheduled for this solicitation.

Questions on this RFP shall be submitted in writing to the Purchasing Agent on September 14, 2016 by noon Local Time

Oral statements or instructions shall not constitute an amendment to this RFP.

END OF SECTION IV

SECTION V – SCOPE OF WORK

Note: The final Scope of Work will be revised and completed subject to negotiations with the selected Provider and approval by the City.

I. Background

A. The intent of this Request for Proposals is to establish annual contracts for newspaper legal publication and advertising when the publication of the notice is not specified and on an as-needed basis as determined by the City. The City may publish other legal advertisements and notices in newspapers and other publications at the discretion of the City.

II. Scope

A. Technical Requirements

1. Publication. Print and publish, without error, all advertising and publication notices received in accordance with instructions from the City and in compliance with the requirements set forth in A.R.S. § 39-221.

2. Type Size. The size of type shall comply with A.R.S. § 39-221 and be no less than 9 point unless such other point type is required by law or requested by the City or comparable cold type if on offset or in 1 ½ point slug if letter press, solid except for necessary paragraphing and the minimum of spacing necessary for headings and tabulations, and using not larger than 9 point capitals for headings unless such other point type is required by law or requested by the City.

3. Column Width. The width of columns shall be of sufficient dimension to allow for not less than 1 3/8 inches of text.

4. Submission of Information. Advertisements and notices may be provided electronically. Some of the materials may be furnished to the Provider in hard copy; computer tape or disc, camera-ready, from computer print-out. All programming costs associated with computer tape or disc reproduction shall be borne by the Provider.

5. Notwithstanding Subsections (A)(1)-(A)(3) above, the City may order any size print or text set-up it requires.

B. Newspaper Legal Advertising and Notices

1. Place and Timing of Publication. Newspaper shall be published within the territorial limits of the City on a set schedule daily, multiple publications during the week or weekly as set forth in A.R.S. §§ 39-201 to 39-205, inclusive, and 39-221.

2. Warranty and Statutory Requirements. In accordance with Provider's warranties in Subsections 1.2.1 and 1.2.2 of the Contract, the Provider shall have paid residential subscribers within the City and satisfy the requirements set forth in A.R.S. §§ 39-201 to -205, inclusive, and 39-221.

3. Placement. Legal advertisements and notices will be published in the appropriate section of the newspaper under the heading Legal Advertisement or other appropriate heading.

4. Verification of Publication.

a. The Provider shall furnish to the City, without additional cost to the City, a copy of the legal advertisement or notice and an affidavit of publication, within fourteen (14) days of publication, covering each legal advertisement or notice published.

b. The Provider shall include a copy of the actual legal advertisement or notice "Tear Sheets" verifying publication and specifying the actual run date(s) thereof shall accompany each billing invoice.

c. Such proof shall be received by the City not later than five (5) days after publication.

C. Publication Schedule and Deadlines

Provider shall publish and distribute the newspaper at a minimum, weekly.

END SECTION V

SECTION VI - PROPOSAL CONTENTS

A. SUBMITTAL AND REVIEW

1. Offer to Contract. A Proposal submitted in response to this RFP is an offer to contract with the City for an initial term commencing on the date of execution of the Service Contract through June, 30, 2021 (the "Initial Term") the based upon the terms, conditions and specifications contained in this RFP and the attached Service Contract, unless any of the terms, conditions, or specifications is modified by a written addendum or contract amendment. Provided, however, that no contractual relationship shall be established until the Provider has signed, and the City has approved, the Service Contract between the City and the Proposer in substantially the form attached to this RFP.

2. Signatures; Modifications. The Proposal shall be submitted with an **original ink signature** by a person authorized to bind the Proposer. Any erasures, interlineations or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal.

3. Certification. By submitting a Proposal, the Proposer certifies:

3.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

3.2 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Proposer's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, elected officials, the City Manager, Assistant City Managers, Department Heads and other staff. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Service Contract.

3.3 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Service Contract.

3.4 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Service Contract and the Proposer may be debarred from responding to subsequent solicitations in the City.

3.5 Service Contract. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Service Contract including the Scope of Work.

4. Proposer Licensing and Registration. Prior to the award of the Service Contract, the successful Proposer shall be licensed with the Arizona Corporation Commission or Secretary of State, as applicable, to do business in Arizona and have all applicable permits and licenses required by the City. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

5. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to award notification.

B. FORM OF PROPOSAL

1. Required Information. To facilitate direct comparisons, the Proposal shall be submitted in the following format, listed in order, and index tabbed to match. Proposal shall include, at a minimum, information requested below. If Proposer fails to provide any of the requested information, with the exception of the mandatory proposal certification, see **Section IX**, the City may, at its sole option, ask the Proposer to provide the missing information or evaluate the proposal without the missing information.

2. Proposal Format. Proposals shall be on 8 1/2" & 11" paper with the text on one side only, and limited to twenty (20) pages (excluding resumes, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Text shall be a minimum of eleven-point font.

C. REQUEST FOR PROPOSAL CONTENTS

The following shall be submittals as part of each Proposer's response. Proposers who fail to provide ALL the items listed below shall be considered non-responsive. The Proposal shall contain, at a minimum, the following information in the following order per category (if applicable):

Section 1: Letter of Transmittal

A. Submit with the Proposal a letter of transmittal with an original ink signature by a person authorized to bind the Proposer, with one (1) reprographic copy in each subsequent copy of the Proposal.

B. Briefly describe the organizational structure and legal organization of the Proposer. Include the legal name, address, identification number and legal form of the Proposer (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for

each member. If the Proposer is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.

C. Provide the name(s) of the person(s) authorized to make representations for or on behalf of Proposer, their title(s), address(es), telephone/fax number(s), and e-mail address(es).

Section 2: Qualifications of Proposer

A. Describe in detail the Proposer's qualifications. Proposal shall include general information relating to the Proposer's organization, including years in business.

B. Provide a detailed description of services performed similar to the services described in the Scope of Work.

Section 3: Circulation

A. Describe in detail how the newspaper meets the statutory requirements that it is generally circulated within the City pursuant to A.R.S. §§ 39-201 to -205, inclusive, and 39-221.

B. Provide the exact number of current paying residential subscribers as required in A.R.S. § 39-201; such circulation count shall be broken out by relevant City zip codes.

C. Describe any other methods the newspaper is circulated in the City.

Section 4: Printing and Publication

A. State the frequency of publication or issue of Proposer's newspaper. The newspaper must be published at a minimum of once a week.

B. State the press time deadline and the number of hours prior to press time copy will be accepted with and without notice.

C. Describe the specific business activities and operations that are performed within the territorial limits of the City that are relevant to establishing that the printing and publication are performed in the City, pursuant to A.R.S. § 39-204, such as writing the material, type-setting, placing the text into columns, producing headlines, composing the material, preparing page layouts, inserting photographs, preparing advertisements, distributing and circulating.

D. Identify any subcontractors Proposer plans to employ to perform the services. For each subcontractor, include the legal name, address, place where the subcontracted services will be performed and the legal form of the Proposer (e.g., partnership, corporation, joint venture, sole proprietorship). Briefly describe the subcontractor's affiliation, if any, to the Proposer,

including, but not limited to, common control, owners, members or employees. Describe in detail the work the subcontractor will perform in connection with the services.

Section 5: Cost

Provide a copy of the Proposer's rate sheet based upon a rate per column inch, per insertion, charged for legal advertising as set forth in A.R.S. § 39-221. The rate quote shall assume the publication performed pursuant to the technical requirements set forth in the Scope of Work. This rate sheet shall include any variations based on the day of publication. The Proposer shall also provide a completed Fee Proposal, a sample of which is attached to the Service Contract as Exhibit A, with pricing for the entire Initial Term of the Service Contract inclusive of all of the services as described in the Scope of Work.

END OF SECTION VI

SECTION VII - EVALUATION AND AWARD

A. METHOD OF SELECTION

1. Request for Proposals. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Proposer and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. After the City has entered into a Service Contract with the successful Proposer, the successful Proposal and the evaluation documentation shall be open for public inspection.

2. Pregualification. The City may conduct a prequalification screening of all submitted Proposals by a designated selection team. The prequalification screening process would identify those Proposers who meet the minimum qualifications and best meet the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The City reserves the right to reject any or all submissions, or to cancel the solicitation at any time. Submittal of a Proposal does not constitute a contract with the City.

3. Oral Interviews/Proposal Presentations. In the event that a Proposer cannot be selected based solely on the Proposals submitted, up to three Proposers may be selected for oral interviews/proposal presentations. Proposers submitting Proposals which meet the selection criteria and which are deemed to be the most advantageous to the City may be requested to give an oral presentation to a selection committee. The Purchasing Agent will perform scheduling of these oral presentations. The selected Proposers will be invited to participate in discussions with a selection committee. Proposers may be given additional information for these oral interviews. These discussions will relate less to the past experience already detailed in the Proposals and relate more to identification of the Proposer's approach to the services, to the Proposer's ability to meet the statutory requirements.

B. AWARD

The final Service Contract between the City and the successful Proposer shall consist of the Service Contract document executed by the City and successful Proposer, the RFP and any addenda, all terms and conditions set forth in the RFP, Scope of Work, attachments and any amendments thereto, and the offer submitted by the Proposer in response to this RFP. In the event of a conflict in language between the RFP documents and the submitted Proposal, the provisions and requirements in the RFP shall govern. However, the City reserves the right to clarify any contractual terms in writing with the concurrence of the successful Proposer.

A binding Service Contract is formed only upon the approval and written execution of the Service Contract by the City and the successful Proposer(s). The award shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the City based on the evaluation factors and selection methods set forth in this RFP. Price, although a consideration, will not be the sole determining factor.

C. EVALUATION PERIOD

In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for 120 days after the Proposal due date and time.

D. EVALUATION CRITERIA

In accordance with the City's Procurement Code, awards shall be made to the responsible Proposer whose Proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluating factors are listed in their relative order of importance.

- | | | |
|----|--|-----------|
| 1. | Experience and Qualifications of Proposer | 10 points |
| 2. | Circulation | 40 points |
| 3. | Printing and Publication
(including activities performed within the City) | 10 points |
| 4. | Cost to the City | 40 points |

Total points possible = 100

E. SINGLE SOURCE/MULTIPLE AWARD

Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to contract with multiple Proposers who are qualified to provide the Services, and may award by individual or group of items of public or notice, or as a total, whichever is deemed most advantageous to the City.

END OF SECTION VII

SECTION IX: PROPOSAL CERTIFICATION/CONFLICT OF INTEREST CERTIFICATION

City of Buckeye
Construction & Contracting Division
530 Monroe Avenue
Buckeye, Arizona 85326

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

() There is no officer or employee of City of Buckeye who has, or whose relative has, a substantial interest in any contract resulting from this request.

() The names of any and all public officers or employees of City of Buckeye who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification. In compliance with **Request for Proposals# 2016-021**, for **Legal Publication** in the City of Buckeye and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such good/services in accordance with the specifications/scope of work.

AMENDMENTS: Receipt of the following Amendments is acknowledged, and the provisions are included in this RFP:

Amendment No. _____ **Dated** _____

Firm Name:

Address: _____

City: _____, **State:** _____ **Zip:** _____

(Signature Required)

(Print name) (email)

(Print title) (Federal Taxpayer ID Number)

(Date)

END SECTION IX

SECTION X: OFFER

Contractor Name: _____

Authorized Representative: _____

Title: _____

Address: _____

Phone Number: _____ Email Address: _____

Fax Number: _____ Website: _____

The undersigned contractor declares to have read and fully understand the request for proposal and agrees to all of the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal as submitted is accepted, contractor will contract to perform in accordance with the specifications and proposals. Said price is to include and cover all materials, labor, supervision, overhead, profit, and taxes to complete the job to the City's satisfaction.

END SECION X

SECTION: XI: AFFIDAVIT OF COMPLIANCE WITH A.R.S. § 39-201- TO 205

_____ affiant,
(Name)

the _____
(Title)

(Proposer)

the persons, corporation, or company who makes the Proposal, having first been duly sworn, deposes and say:

That the newspaper referenced in its Proposal complies with all of the statutory requirements of a "newspaper" for public printing as set forth in A.R. S. §§ 36-201 to 205 inclusive and 39-221.

(Title)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of _____ for and on behalf thereof.

Notary Public in and for the State of Arizona

My Commission Expires _____

EXHIBIT A

THE CITY OF BUCKEYE
REQUEST FOR PROPOSAL
2016-021
LEGAL PUBLICATION

[FEE PROPOSAL]

**FEE PROPOSAL
FOR INITIAL TERM**

Provider Name _____

ITEM DESCRIPTION	PRICE
(Note: if pricing varies by day of week, please provide daily pricing under separate attachment.)	
1 Legal Notices	\$ _____/Column inch/insertion
2 Display Notices	\$ _____/Column inch/insertion
3 _____ (List other type of Advertisement with Price)	\$ _____/Column inch/insertion
4 _____ (List other type of Advertisement with Price)	\$ _____/Column inch/insertion

NOTE: An Affidavit of Publication for all legal notices shall be supplied with the invoice. Affidavits shall include a clipping of the notice, the date or dates published and an oath signed by a newspaper official plus a notarization. For other types of advertisements, industry standard of proof of publication shall be supplied with invoice.

List type of proof of publication provided for non-legal type advertisements:

Frequency of Publication: _____

Deadline for Submitting Notices or Advertisements for Publication: _____

EXHIBIT B

THE CITY OF BUCKEYE
REQUEST FOR PROPOSAL
2016-021
LEGAL PUBLICATION

[SAMPLE CONTRACT]

**SERVICE CONTRACT
BETWEEN
CITY OF BUCKEYE
AND**

Contract No: # XXXX-XXX

THIS SERVICE CONTRACT (this “Contract”), is entered into this ____ day of _____, 2016, between the CITY OF BUCKEYE, an Arizona municipal corporation (the “CITY”), and _____, a(n) _____ company, (the “PROVIDER”).

RECITALS

A. The City issued a Request for Proposals, 2011-142 “Legal Publication” (the “RFP”), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for the printing and publishing of the City’s notices and advertisements when the place of publication is not specified in the Arizona Revised Statutes and on as-needed basis as determined by the City.

B. The Provider submitted a proposal in response to the RFP (the “Proposal”), attached hereto as Exhibit B and incorporated herein by reference, affirming it publishes and prints a newspaper in the City that satisfies the requirements of Arizona law to provide public printing and publishing of the City’s notices and advertisements.

C. The City desires to enter into a Contract with the Provider for the printing and publishing of the City’s legal notices and advertisements when the place of publication is not specified in the Arizona Revised Statutes and on as-needed basis as determined by the City and as more fully described in Section 1.1.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Provider agree as follows:

1.0 SERVICES

1.1 SCOPE OF SERVICES

The Provider shall print and publish the City’s legal notices and advertisements when the place of publication of the notice is not specified in the Arizona Revised Statutes and on an as-needed basis as determined by the City (each, a “task;” collectively, the “Services”). Upon completion of each task, Provider shall provide the City Clerk with a notarized affidavit of publication for each task within five (5) days of publication and a “Tear Sheet” for each task verifying publication and specifying the actual run date(s). General scope requirements and standards related to Services performed under this Contract are more fully described in the Scope of Work, attached hereto as Exhibit C and incorporated herein by this reference.

1.2 REPRESENTATIONS AND WARRANTIES

1.2.1 Circulation: Provider represents and warrants it has not less than 267 paid residential subscribers living within the territorial limits of the City.

1.2.2 Public Printing and Publishing Warranty: Provider represents and warrants that it meets all of the requirements for public printing and publishing of the City's notices and advertisements as set forth in A.R.S. §§ 39-201 to -205, inclusive, and 39-221 and will continue to meet all of these requirements for the duration of the Contract Term as defined in Section 3.2 below. Specifically, Provider represents and warrants it performs the following printing and publication activities within the City: legal advertising.

1.2.3 Performance Warranty: The Provider shall provide the Services to the satisfaction of the City and in accordance with the degree of care and skill newspapers in Arizona would exercise under similar conditions.

2.0 FEES AND PAYMENTS

2.1 FEE PROPOSAL

The City agrees to pay the Provider for Services rendered in accordance with this Contract at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by this reference.

2.2 PAYMENT APPROVAL

Provider shall submit an invoice for each task to the City's Procurement Agent, the City Clerk or their designated representatives (the "Contract Administrator"). No invoice shall be submitted until after the task has been completed without error and an affidavit and "Tear Sheet" have been provided to the City. Provider shall maintain all books, papers, documents, accounting records and other evidence pertaining to the work billed and the costs incurred and make such materials available at all reasonable times during the Contract Term as defined in Section 3.2 below.

The City shall pay Provider monthly based upon Services completed through the last day of the preceding calendar month and upon submission and approval of invoices. Each invoice statement shall include a record of the Services performed in sufficient detail to justify payment. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion. All charges must be approved by the Contract Administrator prior to payment. The Contract Administrator reserves the exclusive right to determine whether the Services were performed correctly and the payment due to the Provider on a monthly basis.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CITY CONTRACT ADMINISTRATOR

The Contract Administrator shall provide the Provider with the request to perform each task. The Contract Administrator shall oversee the performance of this Contract, assist the Provider in contacting members of the City, audit invoices, and approve payments.

3.2 *TERM OF CONTRACT*

This Contract shall be effective as of the date it is fully executed by duly authorized City officials and shall remain in full force and effect, until June 30, 2021 for the remaining fiscal year (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Contract.

At the discretion of the City, and with the agreement of the Provider, this Contract may be extended beyond the Initial Term for a maximum of two (2) one (1) year periods, with no material changes to the terms and conditions if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Contract, the Provider requests, in writing, to extend the Contract for an additional one-year term and (iii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon. The Provider's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided, however, that the City may, at its discretion and with the agreement of the Provider, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

3.3 *TERMINATION OF CONTRACT*

The City, without liability, has the right to terminate or abandon any task that has not been performed by the Provider.

3.3.1 Termination for Convenience: City and Provider reserve the right to terminate this Contract or any part hereof for its sole convenience with thirty (30) days' written notice. In the event of such termination, Provider shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for Services performed to the date of such termination, the Provider shall receive a fee for the percentage of Services actually completed. This fee shall be in the amount to be mutually agreed upon by the Provider and the City, based on the agreed Scope of Work and the value to the City of the Services completed. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Provider's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Provider has completed the last of the partially completed tasks. Provider shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Provider's suppliers or Subcontractors, which Provider could reasonably have avoided.

3.3.2 Termination for Cause: City may also terminate this Contract or any part hereof with seven (7) days' written notice for cause in the event of any default by the Provider, or if the Provider fails to comply with any of the material terms and conditions of this Contract. In the event of termination for cause, City shall not be liable to Provider for any amount after the issuance of written notice, and Provider shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Provider is in violation of any Federal, State, County or City law, regulation or ordinance, including but not limited to the failure to meet the requirements of the law necessary

to qualify as a newspaper available to be used as the official City newspaper, the City may terminate this Contract immediately upon giving written notice to the Provider. Upon such termination, the Provider shall cease any work and appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Provider fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Provider violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the City from the Provider is determined.

3.3.3 Contract Subject to Appropriation: This Contract is subject to the provisions of A.R.S. § 42-17106. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Provider at least thirty (30) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice, subject to the availability of funds therefore.

3.3.4 Documents; Materials: Upon such termination or abandonment, the Provider shall deliver to the City all drawings, special provisions, notes regarding publication or advertisements, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

3.4 *OWNERSHIP OF DOCUMENTS*

All documents, including, but not limited to, drawings, special provisions, notes regarding publications or advertisements, reports and estimates entirely or partially completed, in any format, including, but not limited to, written or electronic media, which are prepared specifically for the City in the performance of this Contract, will become and are the property of City, including all intellectual property rights and interests.

3.5 *COMPLETENESS AND ACCURACY*

The Provider shall be responsible for the accuracy of the Services, including, but not limited to, publications, advertisements, etc., prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The fact that the City has accepted or approved the Provider's work shall in no way relieve the Provider of any of its responsibilities.

3.6 *ATTORNEY'S FEES*

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued from the commencement of such action.

3.7 *ASSIGNMENT*

This Contract shall not be assigned. Any attempted assignment by Provider in violation of this Section shall be a breach of this Contract by Provider.

3.8 *SUBCONTRACTORS*

Services covered by this Contract shall not be subcontracted without the prior written consent of the Contract Administrator. For purposes of this Contract, the City approves Provider's use of Pueblo Publishing for the printing and duplication of Provider's newspaper, provided Buckeye Valley News is (i) owned or controlled by the same person as Provider and (ii) operates within the territorial limits of the City.

During the performance of the Contract, the Provider may engage such additional Subcontractors as may be required for the timely completion of this Contract, but the addition of any Subcontractors shall be subject to the prior written approval of the City. In no event, however, may Provider engage Subcontractors to perform work that would preclude Provider from satisfying the statutory requirements for public printing and publication of notices as set forth in Subsection 1.2.2 above or from complying with Provider's representation and warranty as set forth in Subsection 1.2.2. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Provider.

3.9 *ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES*

The total scope of Services to be performed in accordance with this Contract is set forth herein and in Exhibit C. Services that are not included in this Contract will be considered Additional Services. The Provider shall not perform these Additional Services without written authorization from the City.

3.10 *MODIFICATIONS; PROVISIONS REQUIRED BY LAW*

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

3.11 *CONFLICT OF INTEREST*

This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

3.12 *FORCE MAJEURE*

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

3.13 *TAXES*

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.14 *ADVERTISING*

Sample Contract

No advertising or publicity concerning the City using the Provider's Services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.15 NOTICES

All notices, communications or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this Section.

On behalf of the Provider: _____

On behalf of the City: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: City Manager
P: (623) 349-6910
F: (623) 349-6351

With a copy to: Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attention: Scott W. Ruby, City Attorney
P: (602) 257-7432
F: (602) 254-4878

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.16 INDEPENDENT CONTRACTOR

The Services Provider provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service ("I.R.S.") using Form 1099. City shall not withhold income tax as a deduction from contractual payments. As a result of this, Provider may be subject to I.R.S. provisions for payment of estimated income tax. Provider is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.17 INDEMNIFICATION

To the fullest extent permitted by law, the Provider, its successors, assigns and guarantors, shall indemnify, defend and hold harmless the City, each council member, its agents, representatives, officers, directors, officials and employees for, from and against all damages, losses, expenses, including, but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, to the extent caused by or resulting from any negligent act, intentional misconduct, error, mistake or omission of Provider in Services performed under this Contract, including, but not limited to,

the negligent acts, intentional misconduct, errors, mistakes or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable including any injury or damages claimed by any of Provider's and Subcontractor's employees.

Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. It is agreed that the Provider's indemnity obligations under this Contract are triggered only if Provider has notice of the allegations, demands, proceedings, suits, actions, claims, damages, losses or expenses contemplated above.

3.18 E-VERIFY REQUIREMENTS

To the extent applicable under A.R.S. § 41-4401, the Provider and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Provider's or its Subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of the Provider or Subcontractor employee who work on the Contract to ensure that the Provider and its Subcontractors are complying with the above-mentioned warranty. The Provider and its Subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Provider and its subcontractors shall cooperate with the City's random inspections including granting the City's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

3.19 NON-EXCLUSIVE CONTRACT

This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like services from another source when lawful or necessary.

3.20 GENERAL PROVISIONS

This Contract, including the attached exhibits, constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original. This Contract shall be governed and interpreted according to the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona. In performing the work required hereunder, Provider shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in effect during this Contract. If any term or provision of this Contract is found to be illegal or unenforceable by a Court of competent jurisdiction, then, notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly

authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City by its Mayor has hereunto subscribed his name this ____ day of _____, 2016.

CITY:

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Scott W. Ruby, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Jackie A. Meck, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

(Affix Notary Seal Here)

PROVIDER:

_____ ,

a(n) _____

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of _____, a(n) _____, for and on behalf thereof.

Notary Public

(Affix Notary Seal Here)