

RESOLUTION NO. 2013-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, AWARDING A ONE-YEAR CONTRACT TO THE CALISTOGA TRIBUNE FOR PUBLICATION OF LEGAL ADVERTISEMENTS IN AN AMOUNT NOT TO EXCEED \$10,000 FOR THE PERIOD ENDING JUNE 30, 2014 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

Authorizing Agreement No. XXX

WHEREAS, the City of Calistoga (City) publishes legal notices in a newspaper of general circulation pursuant to California Government Code § 6060 et al; and

WHEREAS, each year, in accordance with Public Contract Code §20169, cities that have more than one newspaper of general circulation must publish a notice inviting bids for the publication of legal notices; and

WHEREAS, the City currently has two adjudicated newspapers within the City: the Weekly Calistogan, published by the Napa Valley Publishing Company, and the Calistoga Tribune; and

WHEREAS, on May 24, 2013, the City filed a Notice Inviting Written Bids for Legal Advertising, said bids to be submitted by Friday, June 14, 2013; and

WHEREAS, the City determined that the Calistoga Tribune’s proposal is complete and responsive; and

WHEREAS, the City Council independently reviewed the staff report and bid proposal at its July 16, 2013 regular meeting; and

WHEREAS, the City desires to enter into an agreement with Calistoga Tribune for City-wide legal advertising.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Calistoga hereby authorizes the City Manager to execute an agreement substantially in accordance with the attached Professional Services Agreement for publication of legal notices and legal advertisements with the Calistoga Tribune in an amount not to exceed \$10,000, subject to review and approval by the City Attorney.

PASSED, APPROVED, AND ADOPTED by the City Council of the City at a regular meeting held this 16th day of July, 2013 by the following vote:

AYES:
NOES:

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ABSENT:
ABSTAIN:

ATTEST:

CHRIS CANNING, Mayor

AMANDA DAVIS, Deputy City Clerk



CITY OF CALISTOGA

REQUEST FOR PROPOSALS FOR

CITY-WIDE ADVERTISING

PRINTING/PUBLISHING SPECIFICATIONS

July 1, 2013 - June 30, 2014

INTRODUCTION

The City of Calistoga (City) is soliciting proposals for the provision of official advertising services pursuant to Section 6000, et seq. for the City for a 12 month period, beginning July 1, 2013. Upon selection of the most qualified, cost effective and responsive adjudicated newspaper (Contractor), the City will execute a contract for services.

This Request for Proposal (RFP) describes the City's basic needs. You are encouraged to identify other services beyond these minimum required services which you can provide to address the City's needs and describe any progressive approaches that would reduce City costs and/or increase advertising efficiency and effectiveness.

DESIGNATION

During the period of this contract, the newspaper shall be known and designated as the "official newspaper of the City of Calistoga" as required by Government Code Section 6000, et seq.

SCOPE

The scope of services desired includes at a minimum the advertising by the City of Calistoga in accordance with State and local regulations: e.g. Sections 6000 through 6040 of the Government Code.

TYPE OF LEGAL ADVERTISING

Official legal notices for the City of Calistoga will consist of printing and publishing the following:

- 1) Ordinances
- 2) Public Hearing/Meeting notices
- 3) Formal bid notices
- 4) Election notices

COPIES OF ADVERTISEMENT

During the term of the contract two Affidavits of Publication to the City Clerk within one week of the last publication of the item.

PUBLISHING

PUBLISHING SCHEDULE

Advertisements and notices shall be placed in the body of the newspaper and shall be published for the number of days directed by the officer requiring such publication. Publishing of advertisements and other notices on a supplemental sheet to the newspaper will not be acceptable.

In the event that the newspaper that is awarded the advertising contract for the City of Calistoga is unable to publish on the date required by the City, the City may choose an alternative newspaper in order to meet publication deadline/requirements.

ACCURACY OF PUBLISHING

The Contractor shall submit a draft to be proofread by the respective City department. 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 copy or copies furnished shall be corrected and republished by and at the expense of the Contractor.

NON-COMPLIANCE

Contractor shall first proofread all printing done under this contract before submitting the same to the City for checking, and if upon checking by City errors are found, City may request a revised proof for approval before publication of the same by Contractor. In case it is necessary to republish due to the fault of the Contractor, no charge, or charges shall be made for the previous printing or publication, and should the same not be republished, no charge whatsoever shall be made to City thereof.

Contractor shall provide miscellaneous advertising requirements of the City. Contractor shall submit appropriate price list with the bid.

LEGAL NOTICE TYPE REQUIREMENTS

Unless otherwise directed by the City, all legal advertising shall be set at no larger than eight (8) point type.

CITY-WIDE ADVERTISING
GENERAL SPECIFICATIONS

PROPOSAL

In the determination of awarding the contract, the City Council shall be the sole judge as to which bid best meets the needs and requirements of the City and its decision shall be accepted as final.

CONTRACT

A Professional Services Agreement with appropriate attachments is to be completed, signed, and dated by the Contractor. A current Calistoga Business License is to be in effect during the term of the contract. All insurance certificates as indicated in the attached professional services agreement must be submitted with the proposal.

This entire Request for Proposal, or any item(s) thereof, shall become part of the contract upon its acceptance by the City Council of the City of Calistoga. The complete contract shall consist of the Notice Inviting Request for Proposals, the entire Proposal (including Specifications), or any item(s) thereof, addenda. Additional provisions will be added to the final contract consistent with this notice. Contractor will be provided with a copy of the executed contract.

TERM OF CONTRACT

The term of any contract awarded pursuant hereto shall be from July 1, 2013 through June 30, 2014.

ELECTRONIC DELIVERY

Contractor shall have the capability to receive typeset matter and proofs via email. Contractor shall provide City an email address to be used for transmission of typeset matter.

TERMINATION/PENALTIES

Whenever, in the opinion of the City, the said service is unsatisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within five days, the City may declare this contract terminated and contract with another supplier. It shall be understood and agreed that the contract may be terminated by either party upon thirty days written notice.

Whenever Contractor has confirmed receipt of an ad placement either electronically or by facsimile and/or City has returned to Contractor an approved ad proof and Contractor then fails to publish the advertisement on one or more of the dates already confirmed and approved, the next ad placement of similar nature shall be published at no cost to the City for the same number of run dates that were missed by the Contractor.

Notwithstanding any provision to the contrary, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform services pursuant to this Contract, City may thereupon terminate this contract immediately.

RATES

The rates proposed to be charged the City shall be designated for each column inch for a first publication, each column inch for a second publication, and each column inch for all additional publications. Each bid shall indicate that the rates proposed to be charged the City do not exceed the customary rates charged by the bidder's newspaper for the publication of legal notices of a private character.

PAYMENT AND INVOICING

Invoices shall be mailed or delivered to City of Calistoga, Attention: City Clerk, 1232 Washington St, Calistoga, CA 94515. Invoices shall include the name of the City Department and/or City Employee who ordered the advertising; or a coding system sufficient to enable the City Clerk to identify the department responsible for placing the order. City shall pay to the Contractor in due course of payments following the end of calendar month and the receipt from the Contractor of invoices for material delivered by the Contractor and accepted by the City during such calendar month.

NOTE: Payment may be seriously delayed if invoices do not clearly reflect contract number and department number as provided by City at time of submission of advertisement.

EXPENDITURES

Total annual expenditures under this contract are estimated (without guarantee) to be: \$10,000.

PAYMENT TERMS

Describe timely payment discount offered, if any.

CITY-WIDE ADVERTISING

SECTION A: BID PROPOSAL FORM

BIDS MUST BE RECEIVED BY: Friday, June 14, 2013 at 10:00 a.m. in the Office of the City Clerk.

QUESTIONS regarding this bid should be referred to Amanda Davis, Deputy City Clerk (707) 942-2807 or email adavis@ci.calistoga.ca.us.

PRINTING OF OFFICIAL AND LOCAL CLASSIFIED ADVERTISING to be furnished to the City of Calistoga during the period commencing July 1, 2013 through June 30, 2014.

SECTION A: GENERAL

1. This newspaper is published _____day(s) per week, on the following days: _____.

2. Indicate column format:

Legal_____

Display_____

3. This newspaper observes the following holidays:

The deadline to submit publications for holidays is:

4. Can your newspaper reduce blueprint drawings/maps for publication? _____

If so, is there an additional cost (indicate cost)_____.

5. If proofreading is required by the City, what is the deadline to submit information?

Legals_____

Display_____

6. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the contractor has not directly or indirectly induced or solicited any other contractor to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the contractor has not in any manner sought by collusion to secure to himself any advantage over other contractors.

7. DECLARATION OF ADJUDICATION

The undersigned certifies (or declares) under penalty of perjury that the named newspaper is adjudicated as a newspaper of general circulation by the State of California (as defined by Government Code Section 6000, et seq.).

8. ERRORS AND OMISSIONS

The undersigned understands and agrees that the City of Calistoga will not be responsible for any error or omission on the part of the undersigned in making this proposal.

9. DECLARATION OF NON-DISCRIMINATION

In the performance of any contract awarded pursuant to these specifications, the undersigned understands and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex, marital status, physical handicap, race, color, religion, ancestry, or national origin. Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their age, sex, marital status, physical handicap, race, color, religion, ancestry or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices paragraph.

EXECUTED AT: _____ ON THE _____ DAY OF _____, 2013

BY _____, _____
(Signature) (Title)

on behalf of _____
(Service Provider)

SECTION B: LEGAL ADVERTISING

1. Legal advertising to be accomplished as no larger than eight (8) point on 9.5 leading.
2. See the enclosed "Exhibit 1": Please typeset and indicate cost to publish as a legal ad.
3. Dollar rate per column inch: \$_____
4. \$_____ (cost estimate)

SECTION C: DISPLAY ADVERTISING

ITEM	DESCRIPTION
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1.	Display advertising to be accomplished as follows: Format: ROP (Run of Publication)
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2.	Does the rate change, depending upon number of publications or size of ad?
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Yes_____ No_____ If so, please indicate

3. See the enclosed "Exhibit 2" to typeset and set up as 2 column by 6 inch ad.
4. Dollar rate per column inch: \$_____
5. \$_____ (cost estimate)

SECTION D: CIRCULATION

CONTRACTOR'S QUALIFICATION - LEGAL ADVERTISING

Attach a copy of U.S. Postal Service "Statement of Ownership Management and Circulation" Form PS 3526 filed for 2012, and the circulation amount for February 2013. Please also include the number of paid subscriptions in the 94515 zip code area. If available, please verify the newsrack sales for 2012. Please include the most recent Weekly Postal Report.

PROFESSIONAL SERVICES AGREEMENT

The selected consultant will be required to enter into a City standard Professional Services Agreement (attached Exhibit 3). Two signed copies of the Professional Services Agreement shall be submitted with the RFP. All other required insurance certifications and documentation shall be submitted to the City within ten (10) days of award of the contract, prior to execution of the agreement by the City.

Particular attention should be given to the Indemnity and Insurance sections in the Professional Services Agreement. These sections are not negotiable and will be included unaltered in the final agreement.

CONTRACTOR MUST COMPLETE AND SIGN BELOW:

Firm Name _____ Phone _____

Address _____
(Street) (City) (State) (Zip)

S/ _____ Title _____

(Signature of Corporate Officer or person authorized to sign bids and contracts on behalf of the Contractor)

Vendors submitting a sealed proposal for the provision of official City advertising must complete and submit the following form(s) no later than 10:00 a.m. on Friday, June 14, 2013, to the Office of the City Clerk, City of Calistoga, 1232 Washington Street, Calistoga, CA 94515. The sealed proposal must be clearly labeled "PROPOSAL FOR OFFICIAL ADVERTISING SERVICES", Friday, June 14, 2013, 10:00 AM" in the bottom left hand corner.

ALL SIGNATURES ON BIDS SHALL BE ACCOMPANIED BY AN APPROPRIATE (i.e.: CORPORATE, PARTNERSHIP OR INDIVIDUAL) NOTARIAL ACKNOWLEDGMENT. NO BID WILL BE CONSIDERED FOR AN AWARD OF CONTRACT UNLESS SUCH NOTARIAL ACKNOWLEDGMENT IS RECEIVED.