

**CONTRACT FOR SERVICES
CITY OF BISBEE**

**PUBLISHING SERVICES TO SERVE AS
OFFICIAL NEWSPAPER OF RECORD**

THIS CONTRACT is made this 19th day of June, 2019, by and between the City of Bisbee (hereinafter "the City") and The Bisbee Observer, LLC (hereinafter "the Contractor").

WHEREAS the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as the "Official Newspaper" and as incorporated herein by reference; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

NOW, THEREFORE, in consideration of the promises and covenants stated herein,
IT IS HEREBY AGREED THAT:

1. The Contractor promises and agrees to perform the work and to provide the services as described in the "Notice of Solicitation" and the "Specifications, Scope of Work or Requirements," each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the "Standard Terms and Conditions, City of Bisbee Contract," which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period from July 1, 2019 through June 30, 2020.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed **\$3.75 per column inch per publication**. The City shall have the right to reject all or any work or work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the Contractor's sole cost.
5. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period. The Contractor's billing period shall be on a monthly basis.

6. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:

Laura Swan, Publisher
The Bisbee Observer
7 Bisbee Road, Suite L
Bisbee, AZ 85603

TO CITY:

City of Bisbee
City Clerk Office
1415 Melody Lane Bldg. G
Bisbee, AZ 85603

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:
CITY OF BISBEE

By



David Smith, Mayor

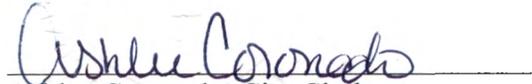
APPROVED:
CONTRACTOR

By



Name: Laura M. Swan
Title: Publisher
Address: 7 Bisbee Road, Suite L
Bisbee, AZ 85603

ATTEST:


Ashlee Coronado, City Clerk

APPROVED AS TO FORM:


Britt Hanson, City Attorney

CITY OF BISBEE

**NOTICE OF SOLICITATION
UNIFORM INSTRUCTIONS FOR PROPOSALS**

**PUBLISHING SERVICES TO SERVE AS THE
OFFICIAL NEWSPAPER OF RECORD**

1. Introduction

The City of Bisbee is seeking sealed bids, proposals or statements of qualifications (hereinafter collectively referred to as “proposals”) in the manner specified herein from qualified contractors capable of providing the following goods and services for Publishing Services.

2. SCHEDULE OF EVENTS

Submittal Due Date: Thursday, June 6, 2019 at 4:00 PM (Arizona, MST)

Submittal Location:
City of Bisbee
City Clerk Office
915 S. Tovreaville Road
Bisbee, AZ 85603

3. Nature of the Purchase

The specifications and descriptions of the work and materials required are described in the attached “Specifications, Scope of Work or Requirements” that accompanies this Notice.

4. Preparation of Proposal

4.1 It is the responsibility of the Contractor to examine the entire solicitation and to seek clarification of any requirement that may not be clear. This solicitation includes the City of Bisbee’s “Standard Terms and Conditions” and any “Special Terms and Conditions” for this Contract, both of which will be incorporated into any Contract between the City and the Contractor.

4.2 The City will not reimburse any costs incurred in developing, presenting or providing this proposal. All materials and documents submitted in response become the property of the City and will not be returned.

4.3 A proposal that is submitted to the City becomes a public record. If the Contractor believes that any information included in a proposal should remain confidential, the Contractor must specifically identify that information and its reasons. In the event of any public request for this information, the City will provide the Contractor with notice of this request and a reasonable opportunity to obtain a court order, at the

Contractor's sole expense, protecting this information from release prior to making it available.

4.4 The specifications stated in this solicitation are the minimum level required. All proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.

4.5 If brand names or specific products are identified in the specifications, the Contractor may propose substantially equivalent alternatives. For any such proposal, the Contractor must submit technical literature or detailed production information sufficient to allow the City to evaluate the nature of the proposed product.

4.6 Prices shall be submitted on a per unit basis, by line item, when applicable. The prices offered should not include applicable state and local taxes. The City will reimburse the Contractor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Contractor will be responsible for the payment of all applicable taxes.

4.7 Any exceptions that are included with the proposal shall be submitted in a clearly identified separate statement by which the Contractor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Contractor's standard terms will not be considered to be a specific statement of exception.

5. Submission of the Proposal

5.1 Sealed proposals must be in the actual possession of the City Clerk on or prior to the exact time and date indicated in the Schedule of Events. Late proposals will not be considered.

5.2 Sealed proposals must be submitted in a sealed envelope or container with the following information clearly indicated on the outside:

- a. Name of the Solicitation, as indicated by the City.
- b. Name and address of the Contractor

5.3 A proposal shall be submitted in writing, by a paper document that is printed, typed or in ink. Proposals submitted directly to the City by electronic means, by facsimile, electronic mail, or otherwise, shall not be accepted. Any substitute for any document forms provided with this Notice must be legible and must contain the same information requested by any such form.

5.4 A proposal may be withdrawn upon the submission of written, signed request submitted by the Contractor prior to the due date and time. A proposal may not be amended or withdrawn after the due date and time.

6. Award of the Contract

6.1 The City reserves the right to waive any immaterial defect or informality in a proposal; to reject any or all submittals or portions thereof; to reissue this Notice; and to award this Contract on a partial basis, if in the best interests of the City.

6.2 Unless otherwise stated, this Contract will be awarded to the lowest responsive, responsible bidder who has demonstrated the ability to perform as required.

6.3 Factors that will be considered in making this award include technical capability of the Contractor, performance history, demonstrated availability of the necessary people and equipment, price and timeliness of the performance.

7. Certification

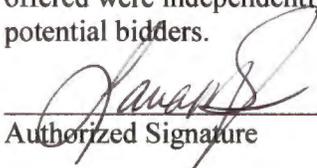
7.1 By signing and submitting this Offer, the Contractor certifies that this submission did not involve any collusion or other anti-competitive practice; that the Contractor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Contractor has not given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any City employee or official in connection with this Proposal.

7.2 The Contractor further certifies that the individual signing this Proposal has the authority to make a binding legal commitment on behalf of the Contractor to perform and deliver everything that is required in connection with this Proposal. Unless otherwise stated in the Contract Documents, the Offer shall be effective for a period of thirty (30) days.

OFFER

TO THE CITY OF BISBEE:

The undersigned hereby offers and agrees to furnish the materials and/ or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this proposal. The Contractor certifies that he or she has read, understands and will fully and faithfully comply with this Contract, its attachments and any referenced documents. The Contractor also certifies that the prices offered were independently developed without consultation with any of the other bides or potential bidders.



Authorized Signature

Date 6/5/2019

Printed Name and Title Laura Swan, Publisher

Company Name The Bisbee Observer LLC

Address 7 Bisbee Rd Suite L

City, State and Zip Code Bisbee Az 85603

Telephone Number(s) 520-432-7254

Company's Fax Number 520 432-4192

Email Address bisbeobserver@comcast.net

**ACCEPTANCE OF OFFER
NOTICE OF AWARD**

The Offer is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of this Contract to the Contractor.

The Contractor is now bound to sell the materials or services identified in this Notice of Solicitation, subject to all terms, conditions, specifications, amendments, and other associated documents and the Offer.

This Contract shall henceforth be referred to as Contract **Publishing Services / Official Newspaper of Record**. The Contractor has been cautioned not to commence any billable work or to provide any materials or services under this Contract until the Contractor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By _____

Date: _____

Its: _____

SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS

1. Newspaper represents that it is a newspaper as defined by A.R.S. Section 39-201 (A) and that it currently does and shall comply in the future with all laws and rules regarding the publication of materials for a municipality within the State of Arizona during the term of this Agreement. The Newspaper further affirms that it is a publisher of a newspaper within the City of Bisbee.
2. Newspaper's official affidavit of compliance with certain statutes of the State of Arizona, including A.R.S. § 39-201, is attached as Exhibit "A" and by reference made a part of this Agreement.
3. Newspaper's non-collusion affidavit is attached as Exhibit "B" and by reference made a part of this Agreement. The provisions of A.R.S. § 38-511 regarding conflicts of interest are hereby incorporated by reference.
4. Newspaper shall publish notices or documents at times and as requested by the City per the following specifications:
 - A. Publications to be set in 6-point type size with spacing providing at least 11 printed lines per inch.
 - B. Publications to be set one column (12(11.9) picas) wide unless multiple column typesetting is authorized by the City. When multiple column typesetting is authorized, spacing between shall be 1 pica.
 - C. Publications including indentation and blank lines to be set by the City. No additional spacing or white space shall be used.
5. Newspaper shall publish notices in accordance with the specifications of Section 4 of this Agreement for the price of \$ 3.75 per column inch per publication.
6. In the event that Newspaper publishes a notice or document which contains an error not reflected in the material provided by City for publication, Newspaper shall republish a corrected notice upon the request of and at no charge to the City. Newspaper shall also be responsible for any incidental or consequential damages as the result of its publishing errors.
7. Newspaper shall publish notices or documents for the City, provided material for publication is received at the Newspaper's business office on Tuesday before noon (AM or PM) for publication on Thursday. In the event the City has a publication exceeding 5 pages of material in typed, single-spaced 8 ½ " X 11" page format, Newspaper will be given 24 hours additional time for each 5 pages of such material, Saturdays and Sundays excluded.

8. Newspaper shall provide, at no cost to the City, as part of this Agreement, a subscription for the period beginning July 1, 2019 through June 30, 2020 be mailed or delivered to the City Clerk, City of Bisbee, 118 Arizona St., Bisbee, AZ 85603. The Newspaper shall also provide, at no additional costs, proof of publication, in conformance with A.R.S. § 39-205, for all notices, or classes of notices, requested by the City.
9. City hereby designates The Bisbee Observer as its Official Newspaper for the Fiscal Year 2019-2020, for the period from July 1, 2019 through June 30, 2020.
10. In the event City requires publications or notices which do not fall within the specifications of Section 4 of this Agreement, it shall specify the form, size and spacing of such publication.
11. This is a non-exclusive contract for printing of notices to the public. The City hereby reserves the right to contract for the publication of notices in other newspapers and periodicals; in addition, any required use of the City's Official Newspaper, as the City may deem to be appropriate.

EXHIBIT "A"

AFFIDAVIT

STATE OF ARIZONA)
)SS
COUNTY OF COCHISE)

The undersigned, being first duly sworn, does depose and state that he/she is the fully authorized and acting representative of the The Bisbee Observer, a newspaper of general circulation printed in English within the City of Bisbee, Arizona, as required by A.R.S. § 39-204; and that such newspaper complies with the provisions of A.R.S. §§ 39-201 and 39-203.

Further affiant sayth not.



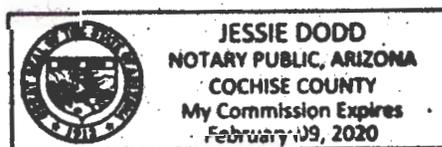
Personally and as an Authorized
Representative of the Newspaper
Listed Above

Subscribed and sworn before me this 5 day of June, 2019.



Notary Public

My commission expires: February 9, 2020



The Bisbee Observer

7 Bisbee Rd., Suite L, Bisbee Arizona 85603
Phone: 520-432-7254 Fax: 520-432-4192 E-mail: bisbeeobserver@cableone.net

The Bisbee Observer serves an area of more than 10,000 residents in the communities of Bisbee, Douglas, Naco, McNeal, Double Adobe, and Palominas/Hereford, Sierra Vista in Southern Arizona. The Bisbee Observer is a community newspaper and has been published since April of 1985. *The Bisbee Observer* is the official newspaper of record for the City of Bisbee.

THE BISBEE OBSERVER is a paid publication and is published every Thursday,
by The Bisbee Observer LLC
and is circulated through news stands, and second class postage paid in Bisbee, AZ.

DEADLINES:

Display Ads -- Noon Tuesdays
Classified Ads -- Noon Tuesdays
Preprinted inserts -- Noon Tuesdays
Legal Notices -- Noon Tuesdays

MECHANICAL REQUIREMENTS:

Large Tabloid size newspaper
Columns per page -- 5
Width of page -- 10.25"
Depth of page -- 15.4"
1 column -- 1.95"
2 column -- 4.025"
3 column -- 6.1"
4 column -- 8.175"
5 column -- 10.25"

INSERTS:

\$100 for 2000 8.5 x11 single sheet insert
Tab Prints -\$5 additional for every 4 pages
3.5% city sales tax will be charged in addition to rate.

LEGAL ADVERTISING:

Legal advertising rate: \$5.00 pci. Legals are printed in 6 point helvetica. Legal notice sales tax -- 6.1%.

DISPLAY ADVERTISING RATES:

(All advertising excludes tax and agency discounts, all display and classified advertising is charged 3.5% city sales tax.) and is the responsibility of the representative placing the ad.)

Net rate \$6.75 pci

Non profit advertising \$6.00 pci

(must provide copy of 501C3 to qualify for rate.)

60 inches with in 3 months \$6.25 pci

300 inches or more a year \$6.00 pci

*For long term rates please contact Laura Swan
The Bisbee Observer is a black and white
publication, we do not offer color.*

CLASSIFIED AD RATES:

Classified ads are 20 words for \$4 and 10¢ a word thereafter. Tear sheets are provided for classified ads at the rate of \$3 per tear sheet.
Classified Display ads -- \$6.50 pci.

DIRECTORY ADS:

Business, service, and professional directory ads are \$10 per week, minimum 8 weeks required.

TERMS AND CONDITIONS:

All invoices are due upon receipt. Any invoice over 30 is subject to a finance charge of 3.5% monthly. Visa and master card are accepted for payment. The Bisbee Observer reserves the right to refuse any advertisement. If an error occurs in an ad, we will only deduct the price of the ad in the space where the error occurred.