Title: Official City Newspaper Advertising

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager’s designee to execute a one-year contract for official City advertising services with Metropolitan News Company, DBA Sacramento Bulletin in a total amount not to exceed $40,000.

Contact: Ashley Petralli, Contract and Compliance Specialist, (916) 808-5749, Department of Finance

Presenter: None

Attachments:
1-Description/Analysis
2-Metropolitan News, DBA Sacramento Bulletin Bid Response
3-Bid Evaluation
4-Contract – Official City Newspaper Advertising
Description/Analysis

**Issue Detail:** City Code section 3.56.260 requires that the City Council approve a contract for official advertising on an annual basis for the ensuing fiscal year. The City may use the contract for advertising services, printing and publication of all ordinances, resolutions, notices, regulations, and advertisements of any nature that may be required by any agent of the City. The current contract (2018-0720) expires on June 30, 2019.

**Policy Considerations:** The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 regarding contracts for official advertising.

**Economic Impacts:** None.

**Environmental Considerations:**

- **California Environmental Quality Act (CEQA):** This report concerns administrative activities that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines15060(c)(3)).

- **Sustainability:** Not applicable.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** In accordance with City Code section 3.56.260, the Procurement Services Division issued Request for Bid No. B19061511012 for official advertising services on February 25, 2019. The City received two bids in response to the solicitation. Metropolitan News Company, DBA Sacramento Bulletin was determined to be the lowest responsive and responsible bidder. The bid evaluation is included in Attachment 3 – Bid Evaluation.

**Financial Considerations:** The contract term will begin on July 1, 2019, and expire on June 30, 2020. The total not to exceed amount for this contract is $40,000. The City’s advertising needs are anticipated to be $30,000 in FY2019/20. A $10,000 contingency is included in the contract to allow for unanticipated citywide advertising needs. Funding for this contract will be provided by FY2019/20 operating budgets and/or capital improvement program budgets of the departments that require advertising services.

**Local Business Enterprise (LBE):** Metropolitan News Company, DBA Sacramento Bulletin is a LBE.
INVITATION FOR BID

And

Contract Specifications Nonprofessional Services

FOR: Official City Newspaper Advertising

Bids Must Be Received **Up To The Hour of 2:00 P.M. on March 20, 2019**

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference: N/A

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Metropolitan News Company, DBA Sacramento Bulletin
Address: 530 Bercut Dr., Ste. E.
City, State, Zip Code: Sacramento, CA 95814
Phone Number: 800-244-4638, 916-445-6825
Email Address: vahn@mnc.net
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Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page.  http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources will not be considered official and will not fulfill a bidder’s responsibility for all official bid information as posted on our official site at the link above.
SECTION I
REQUIREMENTS
SECTION I – REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. Additional Copies. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.

2. Bid Forms. Bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package.
   a) To obtain an electronic version of this bid go to Procurement's website at http://www.planetbids.com/portal/portal.cfm?CompanyID=15300
   b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "H" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, March 20, 2019. After opening, Bids may be inspected in the City Clerk's Office.

   (Note: Bids must be submitted up to 2:00 P.M. on the above date)
   c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. Alternate Bids. Alternate bids are invalid unless invited and covered by the specifications. Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.


If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. Interest in More Than One Bid. No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. Rejection of Bids. The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. Right to Waive. The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. City's Options. City reserves the following options:
   1. The right to award in whole or in part.
   2. The right to reject all partial bids.
   3. The right to reject any or all bids or make no award.
   4. The right to issue subsequent Invitation For Bids (IFB).
   5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
   6. The right to waive any informality or irregularity in the bidding process and any bids.
   7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. City Code. All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: [ ] Not Required [ ] Required

   If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of ________ N/A ________.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

   **Contractual Questions**
   Procurement Services Division
   Attention: Ashley Petralli
   Email: APetralli@cityofsacramento.org
   Phone: (916) 808-5749

   These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

   When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

   Should the Bid contain only a total price for the item and the item price is omitted the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

   If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

   If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject to the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. Pre-Award Conference. The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

17. Award by Item or Group. The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

18. Multiple Awards. The City reserves the right to make multiple awards in order to provide for alternate sources, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).

19. Contract Award. Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

20. Non Professional Services Agreement. Non-Professional Services Agreement. The bidder(s) recommended for this award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address:

http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

Bidders are responsible for reading and understanding all of the requirements of the agreement prior to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.

In addition, the resulting contract may be subject to three City ordinances referenced in the agreement. These ordinances shall be reviewed at the following web addresses.

20A. Living Wage Requirements for Non-Professional Service Agreements:

http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements
20B. Requirements of the Non-Discrimination in Employee Benefits Code ("EBO"):  
http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

20C. Ban-the-Box Requirements:  
http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

21. Emergency/Declared Disaster Requirements. In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

23. Submission of Bids. The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

Office of the City Clerk  
915 I Street, New City Hall  
5th Floor Public Counter  
Sacramento, CA 95814

Bid submissions made via personal delivery shall be delivered to:

Office of the City Clerk  
915 I Street, New City Hall  
5th Floor Public Counter  
Sacramento, CA 95814

24. Bid Protest. Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: http://www.qcode.us/codes/sacramento/

25. Local Business Enterprise (LBE ) Participation Requirements  (City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to
require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established a minimum 5% participation level for LBEs on this contract. Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:
   a. The LBE’s principle business office or workspace;
   b. The LBE’s regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. Professional and nonprofessional service agreements of $100,000 or more will be subject to a minimum 5% LBE participation requirement.

B. To receive credit for the 5% minimum participation requirement, the Contractor must either (a) be a LBE, or (b) subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL

A. LBE RECORDS - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor’s authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.
B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than $1,000 nor exceed $10,000.

C. PERFORMANCE OF LBE SUBCONSULTANTS - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. Local Business Enterprise (LBE)

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.
SECTION II
CONTRACT DOCUMENTS
SECTION II – CONTRACT DOCUMENTS

A. SPECIAL PROVISIONS

1. Period of Performance. Any contracts(s) resulting from this solicitation will be awarded with a base period beginning from **7/1/2019 through 6/30/2020**. If the solicitation results in a new contractor being awarded, the contract may begin prior to 7/1/2019 to allow for training and changeover activities and may overlap with the current contract. Bid advertisements will continue to be posted with the current contractor until the contract expires on 6/30/2019.

2. Invoices. The invoice shall include the following information, at a minimum:
   
   (1) Contract Name  
   (2) Description of services billed under this invoice.  
   (3) Date of Invoice Issuance  
   (4) Invoice Number  
   (5) CITY's Purchase Order Number  
   (6) Amount of this Invoice  
   (7) All invoices should be sent to: Electronically: apinvoices@cityofsacramento.org if not an option  
   A/P PROCESSING CENTER  
   915 I ST FL 4  
   SACRAMENTO CA 95814-2608

3. Billing Disputes. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

4. Payment Terms. Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

5. Points of Contact. Requests for service(s) may be made by one or several organizational levels within the City.

   A. The contractual point-of-contact for this contract is:

   Ashley Petrali  
   Department of Finance - Procurement Services Division  
   915 I Street, 2nd Floor  
   Sacramento, California 95814  
   Phone: (916) 808-5749  
   apetrali@cityofsacramento.org

6. Authorities / Technical Direction. The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.

9. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

   A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.

   B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.

12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

   Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

14. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
15. **Confidentiality of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

16. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The 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(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

17. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.

18. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

   A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

   B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

19. **Environmentally Preferable Procurement**

   The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB.
Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available online at: http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options or by contacting the Procurement Services Division at (916) 808-6240.

20. Award

Non-Professional Services Agreement. The bidder(s) recommended for this award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address: http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

Bidders are responsible for reading and understanding all of the requirements of the agreement prior to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.

In addition, the resulting contract may be subject to three City ordinances referenced in the agreement. These ordinances shall be reviewed at the following web addresses.

20A. Living Wage Requirements for Non-Professional Service Agreements: http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

20B. Requirements of the Non-Discrimination in Employee Benefits Code (“EBO”): http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

20C. Ban-the-Box Requirements: http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements
SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

1. **Purpose.** The purpose of this bid is to establish a contract for official advertising for the City of Sacramento in accordance with Chapter 3.56, Section 3.56.260, of the Sacramento City Code.

2. **Designation.** During the period of this contract, the newspaper shall be known and designated as the "OFFICIAL NEWSPAPER of City of Sacramento" (Sacramento City Code Chapter 3.56, Section 3.56.270).

3. **Types of Advertising.** The printing to be done hereunder will consist of printing and publishing all ordinances, resolutions, notices, regulations, and advertisements of whatever kind or nature that may be required by an agent of the City of Sacramento.

4. **Size of Type.** The body and captions of each advertisement shall be converted by the vendor, to the vendor’s typeface specification normally used for such advertisements, and the font size shall be reduced, in a similar manner, by the vendor, to a readable size. **Vendor shall not require city staff to submit advertisement copy via a vendor-provided template.**

5. **Submission of Publication Material.** All material for publication will be transmitted to the vendor by the City of Sacramento, via an on-line placement program or system (i.e. web portal) or as an e-mail attachment. City will submit all material to the vendor on a given business day to be published on a guaranteed basis in accordance with the deadline and rate information submitted via the pricing schedule of this solicitation.

6. **Proof of Publication.** The vendor is required to deliver an electronic confirmation of publication for each advertisement to the City's representative ordering the publication, after each publication. The Proof of Publication must be clear, complete and include an actual reproduction of what was published. The Proof of Publication must also certify the actual date of publication. This information must be offered automatically available (on a continuing basis) to city staff via online (vendor web portal) access.

7. **Order and Invoice information.** All previous and current orders and invoices (plus their current status) must be offered automatically (and continuously) available to city staff via the vendor’s online portal.

8. **Non Publishing Dates.** Vendor shall provide, in advance, as part of this solicitation, a list of expected non-publishing dates, excluding weekends. Vendor shall inform city staff (via e-mail, through the online portal, or preferably both) of any changes to their publishing schedule with at least two weeks prior notice.

9. **Updates.** Vendor shall be responsible for providing updates (with at least two weeks prior notice) to city staff (via e-mail, the web portal, or preferably, both) of any changes to procedure required for proper submittal of advertising copy or use / availability of the online vendor portal.

10. **Purchase Orders.** All City departments placing advertisements under this contract shall issue purchase orders prior to placing advertisements.

11. **Invoices.** Monthly consolidated invoices shall be provided as an alternative to individual invoices. Monthly consolidated invoices shall contain, at a minimum, Date of Service, Description of Service, City Department Contact, Publishing Details, and Amount. All invoices should be sent to: Electronically: apinvvoices@cityofsacramento.org if not an option

A/P PROCESSING CENTER
915 I ST FL 4
SACRAMENTO CA 95814-2608
SECTION III
BIDDER RESPONSE DOCUMENTS
SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. **CERTIFICATE OF INSURANCE**

   Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Provisions prior to award of the contract.

2. **BUSINESS OPERATIONS TAX CERTIFICATE**

   Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

   To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.
SECTION III – BIDDER RESPONSE DOCUMENTS

B. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City’s contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE’s principle business office or workspace; or
   b. The LBE’s regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☑ YES - the firm submitting the bid is qualified as a local business enterprise.
☐ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

86877

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

Sacramento Bulletin
Metropolitan News Company
530 Bercut Dr., Ste. E
Sacramento, CA 95814

*Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
2. **PAYMENT DISCOUNT**

Will you offer a prompt payment discount? **Yes ✓** or **No [ ]** (Net 30 days)

If **Yes**, the Payment Discount is **1.5 %** for payment within **20** calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. **ELECTRONIC FUNDS TRANSFER (EFT) (informational only):**

Do you have the ability to accept electronic payments (EFT)? **Yes ✓** or **No [ ]**

If **Yes**, what percentage discount would you offer the City to be paid through EFT? **0 %**
SECTION III – BIDDER RESPONSE DOCUMENTS

C. PRICING SCHEDULE
CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

Contractor is to provide all labor, materials, services, and supplies necessary to furnish to the City of Sacramento, prices in accordance with the provisions and specifications contained herein:

PUBLICATION RATES AND DEADLINES

The City’s estimated annual production of 4,000 Typeset column inches (more or less) is to be used to determine the cost to the City. This number is based upon the best estimates available for the term of this contract and is subject to increase or decrease based on the City’s advertising needs.

City Staff requires two types of publishing deadlines and associated rates.

- **“Standard” Publishing Rate**: A submission by city staff on a given business day (and by the deadline time as specified below) is published on the second subsequent business day.

- **“Next Day” Publishing Rate**: A submission by city staff on a given business day (and by the deadline time as specified below) is published on the next subsequent business day.

*For the purposes of this solicitation, we anticipate that roughly 75% of ads to be published will fall under the “Next Day Publishing” rate.*

Rate per Column Inch (**Standard Publishing**) $5.60 Two Days Prior, Noon

Daily Deadline time for **Standard Publishing**

(All deadlines are calculated using weekdays only.
For example, the deadline for Monday publication using 
“Standard Publishing” would be Thursday prior to the deadline time.)

Rate per Column Inch (**Next Day Publishing**) $5.60 Prior Day, 2pm

Daily Deadline time for **Next Day Publishing**

(All deadlines are calculated using weekdays only.
For example, the deadline for Monday publication using 
“Next Day Publishing” would be Friday prior to the deadline time.)

Both levels of service noted above must be offered on a guaranteed publishing basis up to the deadline times entered.

NEWSPAPER’S STANDARD COLUMN INCH DEFINED

For the purpose of this bid, the price per column inch will be deemed to be one (1) vertical inch of printed matter, of a width equal to the width of the column specified below.

The width of a standard column is defined to be: 9.5 picas (1.583333 inches)
Per Item # 8 of the Technical specifications (Page 16 of this solicitation) please provide (if applicable) a list of expected non-publishing dates, for the period of 7/1/19 through 6/30/20, excluding weekends.

No publication on postal holidays. (5/27/19, 7/4/19, 09/02/19, 10/14/19, 11/11/19, 11/28/19, 12/25/19, 1/1/20, 1/20/20 & 2/19/20, ) & 11/29/19
SECTION III – REQUIREMENTS

D. BID SIGNATURE PAGE

BID NO. B19061511012

FOR SERVICES/SUPPLIES: Official City Newspaper Advertising

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the “bidder” or the “Contractor”) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the “Contract Documents”, are fully incorporated herein by this reference and are collectively referred to as the “Contract”. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City’s written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Metropolitan News Company, DBA Sacramento Bulletin
ADDRESS: 530 Bercut Dr., Ste. E., Sacramento, CA 95814
PHONE #: 916-445-6825 FAX #: 916-443-5871 E-MAIL: vahn@mcnc.net
STATE TAX I.D. #: 255-0348-3 FED. TAX I.D. #: 95-303-4078
City of Sacramento Business Operation Tax Certificate #: 86877
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): _____ Individual/Solo Proprietor _____ Partnership
___ Corporation___ Limited Liability Company
____ Other (please specify:)

BY: (signature of authorized person) 

PRINT NAME: Vahn C. Babigian

TITLE: General Manager

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.
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<tr>
<th></th>
<th>Bidder #1</th>
<th>Bidder #2</th>
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<tbody>
<tr>
<td><strong>DAILY RECORDER</strong></td>
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<td>Bid Amt Per Column Inch:</td>
<td>$</td>
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<tr>
<td>Prompt Payment Discount:</td>
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<tr>
<td>Amt Per Column Inch after Discount:</td>
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<td>Standard Column Width:</td>
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<td><strong>COST PER INCH FORMULA:</strong></td>
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**General Information (Required)**

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<tr>
<td>Metropolitan News Company, DBA Sacramento Bulletin</td>
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<td>Official City Newspaper Advertising</td>
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<tr>
<th>City Council Approval:</th>
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<tr>
<td>YES if YES, Council File ID#:</td>
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<td>2019-00494</td>
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**Contract Processing Contacts**

- **Department:** Finance
- **Contract Coordinator:** Ashley Petralli
- **Project Manager:** Ashley Petralli
- **Phone Ext.:** 5749

**Department Review and Routing**

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<td>(Signature)</td>
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<td>(Date) 3-26-19</td>
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<td>(Date)</td>
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**Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)**

- [ ] Recording Requested
- [ ] Other Party Signature Required

---------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE---------------------
PROJECT NAME: Official City Newspaper Advertising
AGREEMENT TERM: 7/1/2019 – 6/30/2020
AUTHORIZED RENEWALS: None
DEPARTMENT: Finance
DIVISION: Procurement

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of July 1, 2019, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Metropolitan News Company, DBA Sacramento Bulletin
530 Bercut Dr., Ste E
Sacramento, CA 95814
916-445-6825
vahn@mnnc.net

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   Invitation to Bid
   Instructions to Bidders
   Contractor’s Bid Proposal Form
   Technical Specifications
   Local Business Enterprise (LBE) Requirements*
   Living Wage Requirements for Nonprofessional Service Agreements*
   Requirements of the Non-Discrimination in Employee Benefits Code*
   Ban-The-Box Requirements*

   The above documents followed by an asterisk (*) can be viewed at
http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the

Form Approved by City Attorney 2-14-2017

Page 28 of 73
City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.

6. **Wage Requirements.** This Agreement may be subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. A summary of the requirements of Sacramento City Code Chapter 3.58, entitled “Living Wage Requirements for Nonprofessional Service Agreements,” can be viewed at:

   [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements)

   By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.58 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.58. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at:

   [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements)

   By signing
this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

8. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

10. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.
Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: ________________________________

Print name: __________________________

Title: ________________________________

For: Howard Chan, City Manager

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney

Attachments

Exhibit A  Scope of Services
Exhibit B  Fee Schedule/Manner of Payment
Exhibit C  Facilities/Equipment Provided
Exhibit D  General Provisions
Exhibit E  RFB B19061511012 Response
CONTRACTOR:

Metropolitan News Company, DBA Sacramento Bulletin
NAME OF FIRM

95-3034078
Federal I.D. No.

255-0348-3
State I.D. No.

86877

TYPE OF BUSINESS ENTITY (check one):

_____ Individual/Sole Proprietor

_____ Partnership

____ Corporation (may require 2 signatures)

_____ Limited Liability Company

_____ Other (please specify: ____________)

_/s/ [Signature]
Signature of Authorized Person

Vahn C. Babigian, General Manager

Print Name and Title

________________________
Additional Signature (if required)

________________________
Print Name and Title
EXHIBIT A
NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Ashley Petrali, Contracts and Compliance Specialist
915 I St, 2nd Floor
Sacramento, CA 95814
(916) 808-5749
APetrali@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative’s designee.

The CONTRACTOR Representative for this Agreement is:

Jo-Ann W. Grace, President
530 Bercut Dr, Ste E
Sacramento, CA 95814
(916) 445-6825
vahn@mcnc.net

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided during the period of July 1, 2019 through June 30, 2020.

4. Public Works Requirements. [To be completed by the City Representative:]

The services provided under this Agreement constitute “public works” under California Labor Code section 1720 et seq. and are either [check one if applicable]:

[ ] Construction work in an amount exceeding $25,000; or
_______ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the following requirements:

A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR’s current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR’s DIR No.____________________________________
Subcontractor name: ________________________ DIR No. __________
Subcontractor name: ________________________ DIR No. __________
Subcontractor name: ________________________ DIR No. __________

Further information can be found on DIR’s website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes, and does not in any way affect the CONTRACTOR’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to every lower-tier subcontractor.
SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

1. Purpose. The purpose of this bid is to establish a contract for official advertising for the City of Sacramento in accordance with Chapter 3.56, Section 3.56.260, of the Sacramento City Code.

2. Designation. During the period of this contract, the newspaper shall be known and designated as the "OFFICIAL NEWSPAPER of City of Sacramento" (Sacramento City Code Chapter 3.56, Section 3.56.270).

3. Types of Advertising. The printing to be done hereunder will consist of printing and publishing all ordinances, resolutions, notices, regulations, and advertisements of whatever kind or nature that may be required by an agent of the City of Sacramento.

4. Size of Type. The body and captions of each advertisement shall be converted by the vendor, to the vendor’s typeface specification normally used for such advertisements, and the font size shall be reduced, in a similar manner, by the vendor, to a readable size. Vendor shall not require city staff to submit advertisement copy via a vendor-provided template.

5. Submission of Publication Material. All material for publication will be transmitted to the vendor by the City of Sacramento, via an on-line placement program or system (i.e. web portal) or as an e-mail attachment. City will submit all material to the vendor on a given business day to be published on a guaranteed basis in accordance with the deadline and rate information submitted via the pricing schedule of this solicitation.

6. Proof of Publication. The vendor is required to deliver an electronic confirmation of publication for each advertisement to the City’s representative ordering the publication, after each publication. The Proof of Publication must be clear, complete and include an actual reproduction of what was published. The Proof of Publication must also certify the actual date of publication. This information must be offered automatically available (on a continuing basis) to city staff via online (vendor web portal) access.

7. Order and Invoice Information. All previous and current orders and invoices (plus their current status) must be offered automatically (and continuously) available to city staff via the vendor’s online portal.

8. Non Publishing Dates. Vendor shall provide, in advance, as part of this solicitation, a list of expected non-publishing dates, excluding weekends. Vendor shall inform city staff (via e-mail, through the online portal, or preferably both) of any changes to their publishing schedule with at least two weeks prior notice.

9. Updates. Vendor shall be responsible for providing updates (with at least two weeks prior notice) to city staff (via e-mail, the web portal, or preferably, both) of any changes to procedure required for proper submittal of advertising copy or use / availability of the online vendor portal.

10. Purchase Orders. All City departments placing advertisements under this contract shall issue purchase orders prior to placing advertisements.

11. Invoices. Monthly consolidated invoices shall be provided as an alternative to individual invoices. Monthly consolidated invoices shall contain, at a minimum, Date of Service, Description of Service, City Department Contact, Publishing Details, and Amount. All invoices should be sent to: Electronically: apinvoices@cityofsacramento.org if not an option.
EXHIBIT B
NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR’s Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the “Services”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $40,000.00.

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. A prompt payment discount of 1.5% will be applied for payments made within 20 calendar days from the date delivery is made and accepted by the City, or the date a proper invoice is received, whichever is later.

3. **CONTRACTOR’s Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR’s invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

   (1) Job/Project Name  
   (2) CITY’s current Purchase Order Number  
   (3) CONTRACTOR’s Invoice Number  
   (4) Date of Invoice Issuance  
   (5) Work Order Number (if applicable)  
   (6) CITY representative identified on the Purchase Order  
   (7) CONTRACTOR’s remit address for payment  
   (8) Description of services billed under Invoice  
   (9) Amount of invoice (itemize all authorized Reimbursable Expenses)  
   (10) Total Billed to Date under Agreement

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR’s failure to comply with the invoice format described above.
D. Submitting Invoices:

(1) Email. Submit email invoices and any attachments to:

apinvoices@cityof sacramento.org

(2) Postal mail. If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY’s Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR’s costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR’s Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR’s compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR’s breach of this Section 7.
SECTION III – BIDDER RESPONSE DOCUMENTS

G. PRICING SCHEDULE
CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

Contractor is to provide all labor, materials, services, and supplies necessary to furnish to the City of Sacramento, prices in accordance with the provisions and specifications contained herein:

PUBLICATION RATES AND DEADLINES

The City's estimated annual production of 4,000 Typeset column inches (more or less) is to be used to determine the cost to the City. This number is based upon the best estimates available for the term of this contract and is subject to increase or decrease based on the City's advertising needs.

City Staff requires two types of publishing deadlines and associated rates.

- "Standard" Publishing Rate: A submission by city staff on a given business day (and by the deadline time as specified below) is published on the second subsequent business day.

- "Next Day" Publishing Rate: A submission by city staff on a given business day (and by the deadline time as specified below) is published on the next subsequent business day.

For the purposes of this solicitation, we anticipate that roughly 75% of ads to be published will fall under the "Next Day Publishing" rate.

Rate per Column Inch (Standard Publishing) $ 5.60 Two Days Prior, Noon
Daily Deadline time for Standard Publishing (All deadlines are calculated using weekdays only.
For example, the deadline for Monday publication using
"Standard Publishing" would be Thursday prior to the deadline time.)

Rate per Column Inch (Next Day Publishing) $ 5.60 Prior Day, 2pm
Daily Deadline time for Next Day Publishing (All deadlines are calculated using weekdays only.
For example, the deadline for Monday publication using
"Next Day Publishing" would be Friday prior to the deadline time.)

Both levels of service noted above must be offered on a guaranteed publishing basis up to the deadline times entered.

NEWSPAPER'S STANDARD COLUMN INCH DEFINED

For the purpose of this bid, the price per column inch will be deemed to be one (1) vertical inch of printed matter, of a width equal to the width of the column specified below.

The width of a standard column is defined to be: 9.5 picas (1.583333 inches)
EXHIBIT C
NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  X  Not furnish any facilities or equipment for this Agreement;

or

Furnish the following facilities or equipment for the Agreement [list, if applicable]:

...
EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor.**

   A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term “Services” shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

   B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

   C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for Income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

   D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform
services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30.
violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR’s profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR’s profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR’s staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

   (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

   (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
10. Indemnity.

A. **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY’s rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. **Minimum Scope & Limits of Insurance Coverage**

(1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities
performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) **Automobile Liability Insurance** providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." [Initials] (CONTRACTOR initials)

(3) **Excess Insurance**: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) **Workers’ Compensation Insurance** with statutory limits, and **Employers’ Liability Insurance** with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. [Initials] (CITY Representative initials)

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance." [Initials] (CONTRACTOR initials)
B. **Additional Insured Coverage**

(1) **Commercial General Liability Insurance:** The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) **Automobile Liability Insurance:** The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. **Acceptability of Insurance**

Insurance shall be placed with insurers with a Bests’ rating of not less than A:\VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. **Verification of Coverage**

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668  

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall
permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

   A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

   B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

   C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.
CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B19061511012

INVITATION FOR BID
And
Contract Specifications Nonprofessional Services

FOR: Official City Newspaper Advertising

Bids Must Be Received Up To The Hour of 2:00 P.M. on March 20, 2019

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference: N/A

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Metropolitan News Company, DBA Sacramento Bulletin

Address: 530 Bercut Dr., Ste. E.

City, State, Zip Code: Sacramento, CA 95814

Phone Number: 800-244-4638, 916-445-6825

Email Address: vahn@mnc.net
**CITY OF SACRAMENTO**

**Bid No. B19061511012**

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(Formal – Services)

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Exhibit E

Electronic Bid Document(s) Availability


2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources will not be considered official and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.
SECTION I
REQUIREMENTS
SECTION I - REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. Additional Copies. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.

2. Bid Forms. Bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package.

   a) To obtain an electronic version of this bid go to Procurement's website at http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

   b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, March 20, 2019. After opening, Bids may be inspected in the City Clerk's Office.

      (Note: Bids must be submitted up to 2:00 P.M. on the above date)

   c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. Alternate Bids. Alternate bids are invalid unless invited and covered by the specifications. Please note, all submittals are subject to rejection when unsolicited alternate bids are submitted.


If required, bid security approved by the City must accompany the bid, in the amount of ___% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. Interest In More Than One Bid. No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. Rejection of Bids. The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. Right to Waive. The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. City's Options. City reserves the following options:

   1. The right to award in whole or in part.
   2. The right to reject all partial bids.
   3. The right to reject any or all bids or make no award.
   4. The right to issue subsequent Invitation For Bids (IFB).
   5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
   6. The right to waive any informality or irregularity in the bidding process and any bids.
   7. The right to accept a bidder’s signed offer and issue a purchase order directly to the bidder based on the IFB.

8. City Code. All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: [ ] Not Required [X] Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of N/A N/A.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

   Contractual Questions
   Procurement Services Division
   Attention: Ashley Petralli
   Email: APetralli@cityofsacramento.org
   Phone: (916) 808-5749

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

   When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

   Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

   If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

   If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:
a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. Pre-Award Conference. The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

17. Award by Item or Group. The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

18. Multiple Awards. The City reserves the right to make multiple awards in order to provide for alternate sources, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).

19. Contract Award. Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

20. Non Professional Services Agreement. Non-Professional Services Agreement. The bidder(s) recommended for this award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address:

http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

Bidders are responsible for reading and understanding all of the requirements of the agreement prior to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.

In addition, the resulting contract may be subject to three City ordinances referenced in the agreement. These ordinances shall be reviewed at the following web addresses.

20A. Living Wage Requirements for Non-Professional Service Agreements:

http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements
20B. Requirements of the Non-Discrimination in Employee Benefits Code ("EBO"):  
http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

20C. Ban-the-Box Requirements:  
http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

21. Emergency/Declared Disaster Requirements. In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be suspended to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

23. Submission of Bids. The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

Office of the City Clerk  
915 I Street, New City Hall  
5th Floor Public Counter  
Sacramento, CA 95814

Bid submissions made via personal delivery shall be delivered to:

Office of the City Clerk  
915 I Street, New City Hall  
5th Floor Public Counter  
Sacramento, CA 95814

24. Bid Protest. Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at:  
http://www.gcode.us/codes/sacramento/

25. Local Business Enterprise (LBE) Participation Requirements (City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to
require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established a minimum 5% participation level for LBEs on this contract. Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:
   a. The LBE's principal business office or workspace;
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. Professional and nonprofessional service agreements of $100,000 or more will be subject to a minimum 5% LBE participation requirement.

B. To receive credit for the 5% minimum participation requirement, the Contractor must either (a) be a LBE, or (b) subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL

A. LBE RECORDS - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.
BID NO. B19061511012

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than $1,000 nor exceed $10,000.

C. PERFORMANCE OF LBE SUBCONSULTANTS - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. Local Business Enterprise (LBE)

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.
SECTION II
CONTRACT DOCUMENTS
SECTION II – CONTRACT DOCUMENTS

A. SPECIAL PROVISIONS

1. **Period of Performance.** Any contract(s) resulting from this solicitation will be awarded with a base period beginning from **7/1/2019 through 6/30/2020.** If the solicitation results in a new contractor being awarded, the contract may begin prior to 7/1/2019 to allow for training and changeover activities and may overlap with the current contract. Bid advertisements will continue to be posted with the current contractor until the contract expires on 6/30/2019.

2. **Invoices.** The invoice shall include the following information, at a minimum:
   - (1) Contract Name
   - (2) Description of services billed under this invoice
   - (3) Date of Invoice Issuance
   - (4) Invoice Number
   - (5) CITY’s Purchase Order Number
   - (6) Amount of this Invoice
   - (7) All invoices should be sent to: Electronically: apinvoices@cityofsacramento.org if not an option A/P PROCESSING CENTER 915 I ST FL 4 SACRAMENTO CA 95814-2608

3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

4. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.
   - A. The contractual point-of-contact for this contract is:
     - Ashley Petralli
     - Department of Finance - Procurement Services Division
     - 915 I Street, 2nd Floor
     - Sacramento, California 95814
     - Phone: (916) 808-5749
     - apetralli@cityofsacramento.org

6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that charges the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.

9. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

   A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.

   B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.

12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objective and requirements of the contract.

13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

14. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentially of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

16. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The 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(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

17. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.

18. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

19. **Environmentally Preferable Procurement**

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB.
Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at: http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options or by contacting the Procurement Services Division at (916) 808-6240.

20. Award

Non-Professional Services Agreement. The bidder(s) recommended for this award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address:

http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

Bidders are responsible for reading and understanding all of the requirements of the agreement prior to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.

In addition, the resulting contract may be subject to three City ordinances referenced in the agreement. These ordinances shall be reviewed at the following web addresses.

20A. Living Wage Requirements for Non-Professional Service Agreements: http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

20B. Requirements of the Non-Discrimination in Employee Benefits Code ("EBO"): http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

20C. Ban-the-Box Requirements: http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements
SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

1. Purpose. The purpose of this bid is to establish a contract for official advertising for the City of Sacramento in accordance with Chapter 3.56, Section 3.56.260, of the Sacramento City Code.

2. Designation. During the period of this contract, the newspaper shall be known and designated as the "OFFICIAL NEWSPAPER of City of Sacramento" (Sacramento City Code Chapter 3.56, Section 3.56.270).

3. Types of Advertising. The printing to be done hereunder will consist of printing and publishing all ordinances, resolutions, notices, regulations, and advertisements of whatever kind or nature that may be required by an agent of the City of Sacramento.

4. Size of Type. The body and captions of each advertisement shall be converted by the vendor, to the vendor's typeface specification normally used for such advertisements, and the font size shall be reduced, in a similar manner, by the vendor, to a readable size. Vendor shall not require city staff to submit advertisement copy via a vendor-provided template.

5. Submission of Publication Material. All material for publication will be transmitted to the vendor by the City of Sacramento, via an on-line placement program or system (i.e. web portal) or as an e-mail attachment. City will submit all material to the vendor on a given business day to be published on a guaranteed basis in accordance with the deadline and rate information submitted via the pricing schedule of this solicitation.

6. Proof of Publication. The vendor is required to deliver an electronic confirmation of publication for each advertisement to the City's representative ordering the publication, after each publication. The Proof of Publication must be clear, complete and include an actual reproduction of what was published. The Proof of Publication must also certify the actual date of publication. This information must be offered automatically available (on a continuing basis) to city staff via online (vendor web portal) access.

7. Order and Invoice information. All previous and current orders and invoices (plus their current status) must be offered automatically (and continuously) available to city staff via the vendor's online portal.

8. Non Publishing Dates. Vendor shall provide, in advance, as part of this solicitation, a list of expected non-publishing dates, excluding weekends. Vendor shall inform city staff (via e-mail, through the online portal, or preferably both) of any changes to their publishing schedule with at least two weeks prior notice.

9. Updates. Vendor shall be responsible for providing updates (with at least two weeks prior notice) to city staff (via e-mail, the web portal, or preferably, both) of any changes to procedure required for proper submittal of advertising copy or use / availability of the online vendor portal.

10. Purchase Orders. All City departments placing advertisements under this contract shall issue purchase orders prior to placing advertisements.

11. Invoices. Monthly consolidated invoices shall be provided as an alternative to individual invoices. Monthly consolidated invoices shall contain, at a minimum, Date of Service, Description of Service, City Department Contact, Publishing Details, and Amount. All invoices should be sent to: Electronically: apinvoice@cityofsacramento.org if not an option

A/P PROCESSING CENTER
915 I ST FL 4
SACRAMENTO CA 95814-2608
SECTION III
BIDDER RESPONSE DOCUMENTS
SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Provisions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.
SECTION III – BIDDER RESPONSE DOCUMENTS

B. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Owner Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace;
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☑ YES - the firm submitting the bid is qualified as a local business enterprise.
☐ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

88877

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

Sacramento Bulletin
Metropolitan News Company
530 Bercut Dr., Ste. E
Sacramento, CA 95814

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
2. PAYMENT DISCOUNT

Will you offer a prompt payment discount?  

Yes ☑ or  

No [ ] (Net 30 days)

If Yes, the Payment Discount is 1.5 % for payment within 20 calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (Informational only):

Do you have the ability to accept electronic payments (EFT)?  Yes ☑  or  

No [ ]

If Yes, what percentage discount would you offer the City to be paid through EFT?  0 %
SECTION III – BIDDER RESPONSE DOCUMENTS

C. PRICING SCHEDULE
CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

Contractor is to provide all labor, materials, services, and supplies necessary to furnish to the City of Sacramento, prices in accordance with the provisions and specifications contained herein:

PUBLICATION RATES AND DEADLINES

The City’s estimated annual production of 4,000 Typeset column inches (more or less) is to be used to determine the cost to the City. This number is based upon the best estimates available for the term of this contract and is subject to increase or decrease based on the City’s advertising needs.

City Staff requires two types of publishing deadlines and associated rates.

- **“Standard” Publishing Rate**: A submission by city staff on a given business day (and by the deadline time as specified below) is published on the second subsequent business day.

- **“Next Day” Publishing Rate**: A submission by city staff on a given business day (and by the deadline time as specified below) is published on the next subsequent business day.

*For the purposes of this solicitation, we anticipate that roughly 75% of ads to be published will fall under the “Next Day Publishing” rate.*

<table>
<thead>
<tr>
<th>Rate per Column Inch (Standard Publishing)</th>
<th>$ 5.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Deadline time for Standard Publishing</td>
<td>Two Days Prior, Noon</td>
</tr>
</tbody>
</table>

(All deadlines are calculated using weekdays only. For example, the deadline for Monday publication using “Standard Publishing” would be Thursday prior to the deadline time.)

<table>
<thead>
<tr>
<th>Rate per Column Inch (Next Day Publishing)</th>
<th>$ 5.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Deadline time for Next Day Publishing</td>
<td>Prior Day, 2pm</td>
</tr>
</tbody>
</table>

(All deadlines are calculated using weekdays only. For example, the deadline for Monday publication using “Next Day Publishing” would be Friday prior to the deadline time.)

Both levels of service noted above must be offered on a guaranteed publishing basis up to the deadline times entered.

**NEWSPAPER’S STANDARD COLUMN INCH DEFINED**

For the purpose of this bid, the price per column inch will be deemed to be one (1) vertical inch of printed matter, of a width equal to the width of the column specified below.

The width of a standard column is defined to be: 9.5 picas (1.583333 inches)
Per Item # 8 of the Technical specifications (Page 16 of this solicitation) please provide (if applicable) a list of expected non-publishing dates, for the period of 7/1/19 through 6/30/20, excluding weekends.

No publication on postal holidays. (5/27/19, 7/4/19, 09/02/19, 10/14/19, 11/11/19, 11/28/19, 12/25/19, 1/1/20, 1/20/20 & 2/19/20, ) & 11/29/19
SECTION III – REQUIREMENTS

D. BID SIGNATURE PAGE

BID NO. B19061511012

FOR SERVICES/SUPPLIES: Official City Newspaper Advertising

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder
Metropolitan News Company, DBA Sacramento Bulletin
530 Bercut Dr., Ste. E., Sacramento, CA 95814

PHONE #: 916-445-6825 FAX #: 916-443-5871 E-MAIL: vahn@mcn.net
STATE TAX I.D. #: 255-0348-3 FED. TAX I.D. #: 95-303-4078
City of Sacramento Business Operation Tax Certificate #: 86877
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
Corporation Limited Liability Company
Other (please specify: )

BY: (signature of authorized person) 

PRINT NAME: Vahn C. Babigian

TITLE: General Manager

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.
## COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER:</th>
<th>REVISION NUMBER:</th>
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</thead>
<tbody>
<tr>
<td>Travelers Prop Cas of America</td>
<td>660-2H059866</td>
<td>06/16/2018</td>
<td>06/16/2019</td>
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<tr>
<td>25674</td>
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<td></td>
<td></td>
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<tr>
<td>Travelers Indemnity Co of Conn</td>
<td>660-2H059866</td>
<td>06/16/2018</td>
<td>06/16/2019</td>
</tr>
<tr>
<td>25682</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### COMMERCIAL GENERAL LIABILITY
- CLAIMS-MADE [X] OCCUR

### BUSINESS OWNERS

### AUTOMOBILE LIABILITY
- ANY AUTO
- OWNED AUTOS ONLY
- SCHEDULED AUTOS
- NON-OWNED AUTOS ONLY

### UMBRELLA LIABILITY
- OCCUR

### EXCESS LIABILITY
- CLAIMS-MADE

### WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
- N/A

### BUSINESS OWNERS

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

City of Sacramento
P O Box 4668 - ECM #35050
New York, NY 10163-4668

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### AUTHORIZED REPRESENTATIVE

WILLIAM J.C. COADY AAI

### ACKNOWLEDGMENT

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