# PUBLIC NOTICE
## GILA COUNTY CALL FOR BID
## BID CALL 110615 NEWSPAPER ADVERTISING

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Gila County Finance Department for all newspaper advertising, publications and printing for calendar year 2016.

**SUBMITTAL DUE DATE:** 10:00 A.M., Arizona Time, Friday, November 20, 2015

**RETURN BID TO:** GILA COUNTY FINANCE DEPARTMENT
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Interested Bidders may obtain a copy of this solicitation from Jeannie Sgroi at the Finance Department, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. Bid specifications one (1) through seven (7) ***must be addressed separately*** with a statement that the bidder can fulfill each requirement.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the **Finance Department's office** or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. Late bids shall not be considered.

Bids may be mailed or hand delivered to the attention of Jeannie Sgroi, Gila County Finance, Guerrero Building, 1400 E. Ash St., Globe, AZ, 85501. All bids submitted must be in a sealed envelope and contain the bid call number and bid title on the outside of the sealed envelope and be referenced on the submitted bid.

Questions regarding the bid shall be directed to: Jeannie Sgroi at 928-402-8612.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Finance Department, Globe, AZ.

Dated this 06th day of November 2015.

Signed: Jeannie Sgroi
Jeannie Sgroi, Contract Administrator

**NOTICE OF CALL FOR BIDS FOR AN ANNUAL CONTRACT WITH GILA COUNTY FOR A NEWSPAPER TO PROVIDE FOR ALL ADVERTISING, PUBLICATIONS AND PRINTING.**

Pursuant to A.R.S. §11-255, the Gila County Board of Supervisors has called for bids and will let an annual contract for all advertising, publications and printing required to be done or made by all departments of County government. All qualified newspapers within the County are invited to submit a bid for the year January 1, 2016, through December 31, 2016.

This Bid Call becomes a Contract when award by the Gila County Board of Supervisors is confirmed to the Bidder in writing.

***Specifications:***

1. For publishing of **all** official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and **all** other matters deemed necessary by the County to be published.

2. Pursuant to A.R.S. §11-255(C), the successful bidder has been admitted for at least one (1) year to the United States mail as second-class matter.

3. Pursuant to A.R.S. §39-202(A), all bids for public printing by a newspaper shall be accompanied by an affidavit of the publisher that the newspaper complies with the provisions of section 39-201.

4. All materials and documents to be published shall be made available to the successful bidder at the office of the department submitting the item for publication. Alternatively, the successful bidder must be able to receive the documents electronically from Gila County via the Internet.

5. Attachment "A" is a sample of a publication item. In order to ensure there will be no changes made to the sample publication item, it will also be e-mailed to you for your use. Submit how this sample would appear in your publication as a legal notice with the following specifications: font=Helvetica; type size=6 pt.; and leading=6.
   Quote the total price to publish this ad one (1) time in your newspaper using your newspaper's usual legal notice column width. Also, indicate the per column inch rate that this quote reflects.

   The Gila County Board of Supervisors will accept the lowest bid based on the **total** cost of the above ad and not the lowest per column inch rate indicated as column widths vary by newspaper.

6. The successful bidder will ensure that each invoice and affidavit of publication will be mailed to the Gila County Finance Department. The successful bidder will also provide a separate invoice with an assigned invoice number for each publication order. Each invoice needs to clearly identify:
    a. Invoice Number
    b. Name of person and department that submitted the order
    c. Ad Type, i.e. Legal, Display, Classified, etc.
    d. Publication dates
    e. Calculation Format: Number of column inches x price per column inch equals SUBTOTAL x number of publications equals TOTAL INVOICE AMOUNT (example: 2 column inches x $3.00 per column inch = $6.00 x 2 publications = $12.00)

7. All publications must be published on the date specified by the requesting department, and no alternative date shall be used unless provided by the requesting party. The successful bidder will be responsible for proofreading, except for camera-ready items.

The contract shall be made with the lowest and best bidder. In determining who is the lowest "responsible bidder" for the county advertising, publications and printing, the Board may consider, in addition to pecuniary ability, bidder's facilities, skill, capacity, experience, and integrity.

Bids will be opened and read publicly at 10:00 AM, on Friday, November 20, 2015, at the offices of the Finance Department located at the Guerrero Building, 1400 E. Ash Street, Globe, Arizona. Bidders are invited to be present at the bid opening. The Board reserves the right to accept or reject part or all of any bid, or to waive any informality in any bid.

By signing offer, offeror agrees to the following:

**LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

## OFFER PAGE

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

**CONTRACT NUMBER: 110615 Newspaper Advertising**

**Bidder Submitting Proposal:**

_____
Company Name

_____
Address

_____
City State Zip

**For clarification of this offer, contact:**

Name: _____

Phone No.: _____

Fax _____

Email: _____

_____
**Signature of Authorized Person to Sign**

_____
**Printed Name**

_____
**Title**

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

## ACCEPTANCE OF OFFER

(For Gila County use only)

***The Offer is hereby Accepted:***

The Bidder _____ is now bound to provide the services listed in Bid Call No.: 110615 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 110615. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

**Awarded this _____ day of _____ 2015**

_____

**Michael A. Pastor, Chairman of the Board**

**ATTEST:**

_____

**Marian Sheppard, Clerk of the Board**

**APPROVED AS TO FORM:**

_____

**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief**
***for* Bradley D. Beauchamp, County Attorney**

**ATTACHMENT "A"**

**Sample Publication Item:**

## INVITATION FOR BIDS
## BID CALL NO. 110615

Sealed bids will be received by **Gila County Engineering Services, Guerrero Building, 1400 East Ash St., Globe, AZ 85501,** until **THURSDAY, SEPTEMBER 25, 2008, 3:00 PM/MST**, for the **RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1,** in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above.**

All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-8612.

Contractors are invited to attend an optional walk through held September 18, 2008 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2008 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **"RUSSELL ROAD/HOSPITAL DRIVE EXTENSION , GILA COUNTY, ARIZONA BID CALL NO. 070108-1".** All Bids shall be mailed or delivered to the **Gila County Engineering Services, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501**. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Guerrero Building is the official time clock.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Arizona Silver Belt: **September 10 and 17, 2008**

Signed:_____ Date: _____/_____/_____

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
*for* Bradley D. Beauchamp, County Attorney

Signed: _____ Date: _____/_____/_____

Don E. McDaniel, County Manager