

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

**NOTICE OF INVITATION FOR BIDS 14-37-PUR-03
LEGAL ADVERTISING**

**REQUESTED BY COCHISE COUNTY
PROCUREMENT DEPARTMENT**

**BIDS ARE DUE June 25, 2014
AT 4:00 P.M., LOCAL STANDARD TIME**

Notice is hereby given that sealed competitive bids for providing specified material, services, equipment or construction, will be accepted by the Senior Buyer at the specified location, until the time and date cited. The bids will be publicly opened in the Procurement Department conference room and will be read aloud. Any bids received later than the date and time specified above will be returned unopened.

Cochise County is seeking qualified firms/organizations to provide publication of legal advertising for all County departments. Legal advertising is that which is required by statute for all County Departments. This includes publication of solicitation notices, election proclamations; Treasurer's Notice of Tax Sales, Board of Supervisors' Notice of Land Sales, annual publication of the County's tentative budgets and other public notices as required or authorized to be published at County expense. Other classified advertising and display ads may also be taken into consideration. This does not include advertising, publishing or printing that is required by statute to be done in a location other than that of the official newspaper of the County.

Copies of the solicitation are available on the Public Purchase e-Procurement web site at www.publicpurchase.com. For detailed registration information visit the County's web site www.cochise.az.gov click on "Departments", and then click on "Procurement". If additional information is needed contact the Procurement Representative, Terry Rutan, Senior Buyer at phone 520-432-8392, fax 520-432-8397, TDD (520)432-8360, or e-mail trutan@cochise.az.gov.

The Cochise County Board of Supervisors reserves the right to accept or reject any offer or any part thereof; to defer action on the offers; to reject all offers; to waive any informalities in the bidding procedures. Deviations from the bid specifications may be considered at the option of the Board of Supervisors.

Bids shall be received at: Cochise County Procurement Department, 1415 Melody Lane, Building C, Bisbee, Arizona 85603, until the time and date cited above. Bids must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late bids shall be returned unopened. Electronic format proposals will not be accepted unless specifically required in the Invitation for Bids.

It is the Bidder's responsibility to monitor the Public Purchase e-Procurement web site for possible addenda to this bid to inform him/herself of the most current specifications, terms and conditions and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: www.publicpurchase.com. Failure of the bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return signed addenda(s), when required, may be cause for the rejection of the bid.

Terry Rutan
Senior Buyer

BID FORM

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish the material/equipment/ service in compliance with all terms, conditions, specifications, and amendments in the solicitation. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

1.0 Provide the following information; all line items must have a response.

Item Number	Description	Response
1.1	Frequency of publication	
1.2	Day or days of publication	
1.3	Deadline for receipt of copy	
1.4	Type size and style used for legal advertising only	
1.5	Lines per column inch for legal advertising only	
1.6	Column width used for legal advertising only	
1.7	Able to accept "tif" or "pdf" files	
1.8	Is the "slug" included as a part of price per column inch for which the County will be charged?	[] Yes [] No
1.9	Cost of additional copies of any particular issue	
1.10	Average annual paid subscriptions (Number of issues not dollar amount)	
1.11	Average number of newsstand sales per issue (Number of issues not dollar amount)	
1.12	List cities and communities in Cochise County reached by paid subscriptions (Attach additional pages if needed)	
1.13	List cities and communities in Cochise County where newsstands are located (Attach additional Pages if needed)	
1.14	Rate Card submitted	
1.15	Sample of legal ad submitted	

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2.0 Provide the following pricing information. All line items must be completed:

Item Number	Estimated Annual Usage (Column Inches)	Description	Price per Column Inch (Based on 2" Column)	Extended Price
2.1	6,367	Printing of camera-ready copy to enlarge/reduce for first insertion		
2.2	5,000	Second (duplicate) insertion		
2.3	2,000	Printing of copy, including typesetting		
2.4	8,127	Charge per column inch for inserting printing of Treasurer's Notice of Tax Sale Insert		
2.6	200 copies	Charge for copies of Treasurer's Notice of Tax Sale Insert	Price per Copy	
2.7		Charge for additional copies of Treasurer's Notice of Tax Sale Insert	Price per Copy	
2.8	800	Charge per column inch for first printing of Board of Supervisors' Notice of Land Sale		
2.9		Annual publication of County's tentative budgets		
2.10	1,219	Legal Display Ads		
2.11		Charge for <i>additional original</i> Publisher's Affidavit of Publication	Price Each	
2.12		Charge for photocopies of Publisher's Affidavit of Publication	Price Each	
2.13		Charge for processing magnetic media submitted in IBM compatible ASCII format		

3.0 Charges for Additional Services:

Will not be used in the evaluation process.

	Column Inches	Description	Price per Column Inch	Extended Price
3.1	8,446	Display inches, not legal		
3.2	2,753	Classified inches, not legal		

4.0 Indicate if the bidder has the capability of receiving camera ready copy via e-mail (the

County standard is Microsoft Word 2007): _____

State of Arizona and other Arizona government sales taxes will be added to the bid price by the County as applicable. The County is exempt from F. E. T.

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BID CLARIFICATION AND AUTHORIZATION

This information must be provided by the responder or the bid shall be considered unresponsive.

Bid Authorization:

Arizona Transaction (Sales) Privilege Tax License
Number

Federal Employer Identification Number

Company Name

Mailing Address

City State Zip
Code

For clarification of this offer contact:

Name

Title

Phone Fax

e-mail

Signature of Person Authorized to Sign Offer

Printed or Typed Name

Title

Phone Fax

e-mail address

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Affidavit of Compliance:

This Affidavit of Compliance must be completed and returned with the bid.

AFFIDAVIT OF COMPLIANCE

STATE OF ARIZONA}
SS.
COUNTY OF COCHISE}

_____, being duly sworn upon his oath, hereby deposes and says:

- (1) That Affiant is a duly authorized representative of _____

- (2) That, in the course of preparations for submission of a bid for publication services to be rendered to Cochise County pursuant to A.R.S. §11-255 and §39-201, et. seq., Affiant has read, and understands the requirement for bidders established pursuant to A.R.S. §39-201(A).

- (3) That, based upon such understanding, Affiant swears that _____ Is fully in compliance with the requirements of A.R.S. §39-201 (Name of Firm)

FURTHER, AFFIANT SAYETH NOT.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

PART ONE

1.0 Introduction:

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide equipment, materials, services or construction per the Specifications/Scope of Work as set forth herein.

1.1 For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement
Part Eight	Exhibits and Attachments

PART TWO

GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- 1.1 **County:** Cochise County, Arizona
- 1.2 **Contractor, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County
- 1.3 **Contract:** The legal agreement executed between Cochise County, Arizona, and the Contractor, specifically Cochise County Contract No. 14-37-PUR-03
- 1.4 **May:** Indicates something that is not mandatory but permissible
- 1.5 **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- 1.6 **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- 1.7 **Will:** Indicates an expression of intent, but is not binding
- 1.8 **Solicitation:** An Invitation for Bids ("IFB") or Request for Proposals ("RFP")
- 1.9 **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- 1.10 **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals

2.0 Preparation of Bid/Offer:

It is the responsibility of all bidders/offerors to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

- 2.1 **Form; No Facsimile or Telegraphic Offers:**
A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic or Mailgram bid/offer shall be rejected.
- 2.2 **Typed or Ink; Corrections:**
The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.
- 2.3 **Bid/Proposal Form; Original Signatures:**
The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.
- 2.4 **Exceptions to Terms and Conditions:**
A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

3.0 Inquiries:

All inquiries related to this solicitation shall be directed to the Senior Buyer unless otherwise stated in the solicitation.

3.1 Submission of Inquiries:

The Senior Buyer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

3.2 Timeliness:

The Senior Buyer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

3.3 No Right to Rely on Verbal Responses:

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

4.0 Submission of Offer:

Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.

Bids/proposals shall be received at:

**Cochise County Procurement Department
1415 Melody Lane, Building C
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until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

4.1 Sealed Envelope or Package:

Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

IFB 14-37-PUR-03, Legal Advertising

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

4.2 Addenda:

Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

4.3 Late Bids/Offers:

A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

4.3.1 The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.

- 4.4 Overnight Delivery Service:**
Overnight delivery services **do not** deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.
- 4.5 Bid/Offer Amendment or Withdrawal:**
A bid/offer may not be amended or withdrawn after the offer due date and time.
- 4.6 Public Record:**
Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.
- 5.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date, unless otherwise stated in the solicitation.
- 6.0 Taxes:**
The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.
- 7.0 Cost of Bid/Offer Preparation:**
The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.
- 8.0 Certifications, Disclosure, and Disqualification:**
- 8.1 Non-collusion, Employment and Debarment:**
By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:
- 8.1.1** It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and
- 8.1.2** It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.
- 8.2 Disclosure:**
If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.
- 8.3 Disqualification:**
The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 9.0 Award of Contract::**
The Board of Supervisors will award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The pricing portion of the bid shall be based on the price per column inch. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.

9.1 Waiver and Rejection Rights:

Notwithstanding any other provision of the solicitation, the County reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all bids/offers or portions thereof; or
- Cancel a solicitation

10.0 Contract Inception:

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

11.0 Protests:

A protest shall comply with and be resolved according to the Cochise County Procurement Policy, Section 15, Legal and Contractual Remedies. Any interested party may protest a solicitation, a proposed award, or the actual award of a contract. All written protests will be reviewed and receive a written response. Protests may be transmitted by facsimile machine.

Bidders should first contact the Procurement Division by telephone with their questions regarding a solicitation, award or proposed award as the first step of the protest process. Frequently the questions or problems can be resolved in this manner. Lodging a verbal protest does not preclude filing a formal written protest.

Time for filing protests:

- Protests regarding alleged improprieties in a solicitation that are apparent before the solicitation opening shall be filed five (5) working days before the solicitation opening
- Protests regarding materials included by addendum and received less than five (5) working days before the solicitation opening shall be submitted with the bid.
- Protests regarding a proposed award shall be submitted as soon as known or by the date of award.
- Protests regarding the actual award of a contract shall be filed within five (5) working days of the contract award or within five (5) working days of the mailing of the notice of award, whichever is later.

A formal protest must be in the form of a letter from the protester to the Procurement Director. It must include:

- The name, address and telephone number of the protester and the signature of the protester or its representative;
- The name and number of the solicitation that is being protested
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- The form of relief requested

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12.0 Order of Precedence:

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- Special Terms and Conditions
- General Terms and Conditions
- Specifications or Scope of Work or Services
- Documents referenced in the solicitation
- Special Instructions to Bidders/Offerors
- General Instructions to Bidders/Offerors

**PART THREE
SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS**

1.0 Bidder/Offeror's Contacts:

- 1.1** All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Terry Rutan, Senior Buyer, at (520)432-8392. The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Senior Buyer as a contact.
- 1.2** Bidders/offerors may not contact the employees of Cochise County concerning this solicitation while the bid/proposal evaluation process is in progress.

2.0 Pre-bid/Proposal Conference:

A pre-bid conference will not be held.

3.0 Bid/Proposal Format:

One (1) original and three (3) copies of each bid must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid. **Do not submit bids in ring binders.**

3.1 Submittals:

The complete bid packet shall be submitted in response to this solicitation and must include:

- Completed Bid Form
- Affidavit of Compliance
- Form of Agreement completed as per instructions in Part Seven
- A sample of print, including a legal notice or classified ad.
- A local rate card

Failure to submit these items shall result in rejection of the bid.

4.0 Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete an effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate artwork, expensive paper and binding, and expensive visual and other presentations are neither necessary nor desired.

5.0 Alternate Bids:

Bids submitted as "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraphs and page numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the bid. If no exceptions are requested, the County will expect and require complete compliance with the specifications and all conditions of purchase.

6.0 Subcontractors:

Bidder must list any subcontractor that will be used in performance of services herein. Include detail on respective qualifications for each subcontractor listed.

7.0 Bid Rejection:

Submission of additional terms, conditions, and/or agreements with the bid will result in bid rejection.

**PART FOUR
SPECIFICATIONS**

1.0 Background And Objective:

Cochise County is seeking qualified firms or organizations to provide publication of legal advertising for all County departments. Legal advertising is that which is required by statute for all County Departments. This may include Publication of Solicitation Notices, election proclamations, Treasurer's Notice of Tax Sales, Board of Supervisors' Notice of Land Sales, the County's tentative budgets and other public notices as required or authorized to be published at County expense. This does not include advertising, publishing or printing that is required by statute to be done in a location other than that of the official newspaper of the County. This specification establishes requirements for legal advertising.

The Board of Supervisors will award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The pricing portion of the bid shall be based on the price per column inch. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.

2.0 Definitions:

Terminology used in this specification is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meanings may exist, the Senior Buyer will determine the applicable interpretation. For the purposes of this solicitation, the following definitions shall apply:

2.1 Newspaper:

As defined in A.R.S. §39-201: publication regularly issued for dissemination of news of a general and public character at stated short intervals of time. Such publication shall be from a known office of publication and shall bear dates of issue and be numbered consecutively. It shall not be designed primarily for advertising, free circulation or circulation at nominal rates, but shall have a bona fide list of paying subscribers.

3.0 Scope of Work:

ALL QUANTITIES LISTED ARE ESTIMATES ONLY. ACTUAL USAGE BY THE COUNTY CAN AND DOES VARY FROM YEAR TO YEAR.

3.1 General Requirements:

The newspaper must meet or exceed the following requirements:

- 3.1.1** Be a newspaper that for at least one (1) year has been admitted to the United States mail as second class matter.
- 3.1.2** Meet all current and future applicable U. S. Postal regulations.
- 3.1.3** Be printed and published within Cochise County
- 3.1.4** Provide a sample of print, including a legal notice or classified ad. This representative sample shall establish the standard for legibility and print quality that will be used to evaluate the Contractor's performance pursuant to this contract.
- 3.1.5** Provide a local rate card. Bid prices shall not exceed the rate per column inch, per insertion, charged for legal advertising as shown on the Contractor's local rate card.
- 3.1.6** Submit a completed Affidavit of Compliance as required by A.R.S. §39-201.
- 3.1.7** Provide the County with one (1) contact person who will be responsible for answering all questions pertaining to this contract.

3.1.8 Provide the County Treasurer with three hundred (200) copies of the published Treasurer's Notice of Tax Sales. This shall be published as an insert to the newspaper. The cost for these copies must be specified on the Bid Form.

3.1.9 Publish the County's annual tentative budgets

3.2 Publishing Requirements:

3.2.1 Publication:

All copy shall be published in the next regular issue (or initially published if more than one (1) publication is required) or on the specified dates of the publication subject to receipt of camera-ready or draft for typesetting copy prior to copy deadline unless publication within this time frame is prevented by unforeseen circumstances beyond the control of the Contractor, or unless otherwise directed by the County.

- All legal advertisements shall appear in each copy of the newspaper bearing the specified date of publication regardless of distribution method.
- Contractor shall republish at no charge to the County any incorrect ads caused by the Contractor's error or omissions. Ads deemed by the County to be substantially impaired due to inadequate legibility, insufficient distribution or late publication shall be republished at no charge to the County. The County may choose to refuse payment for the above reasons if a republication would be of no value to the County. Failure to correct errors or omissions in future publications shall be cause for termination of the Contract.

3.2.2 Copy:

All copy shall be considered in camera-ready form suitable for enlargement or reduction as necessary, unless it is specified by the requesting department that the copy be typeset. A proof may be requested for approval on all typeset copy.

- Camera-ready copy is defined a typed, clean copy with no filled-in letters or other copy deficiencies that would prevent a clear printing in the newspaper. The Contractor shall contact the department placing the ad to notify it that the copy shall have to be typeset by the printer unless the department provides acceptable copy before the deadline.
- Copy may be submitted on an IBM compatible ASCII format diskette, or electronically (e-mail). If the format is not considered camera-ready (with enlargement or reduction as necessary) then additional charges for processing such submissions must be specified on the Bid Form. The requesting department may ask for a proof copy before publishing.
- All legal notices shall be printed such that it shall minimize costs wherever possible but shall conform to reasonable standards of readability. Unless otherwise specified, copy shall be no larger than 6-point type size and no less than eleven (11) lines per column inch. All typeset copy shall be single-spaced unless requested to be otherwise. Any legal notice to be printed in any format other than standard two-inch (2") columns must be reviewed and approved by the requesting County department before publication. Billable column inches shall be calculated based on the agreed-to format divided by the number of two-inch (2") columns.

3.2.3 Proof of Publication:

Contractor shall provide a proof of publication on each single publication or following a series of multiple publications. The affidavit shall be submitted at the same time as the invoice or within five (5) days of the advertisement date or the final date of a multiple publication ad, whichever is sooner.

4.0 Invoicing:

Each County department requesting publication of legal advertising shall be billed separately, with a separate account number, and referencing a Purchase Order number if requested by the department.

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- 4.1** Each invoice shall reflect the number of column inches, whether the copy was camera-ready or typeset, and the appropriate rate including all costs of publication.
 - 4.2** Second insertions (duplicate) shall be charged at the same fixed rate whether original copy was camera-ready or typeset.
 - 4.3** Cochise County has implemented a purchasing card program through Bank of America. Participating vendors may receive payment from the County via this purchasing card program. Bidder/Offerors should consult with their servicing bank to discuss this program and all applicable fees.
 - 4.4** The contractor shall provide each department with a monthly statement showing all charges made by the newspaper and the payments made by the County, along any adjustments made and a resulting balance.
- 5.0 Exhibits and Attachments:**
See Part Eight for Exhibits and Attachments relevant to this Scope of Work.

PART FIVE

SPECIAL TERMS AND CONDITIONS

- 1.0 Bid/Proposal Opening:**
Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.
- 1.1 Bids:**
Bids shall be read publicly and recorded.
- 1.2 Proposals:**
The name of each offeror shall be read publicly and recorded. Proposals shall not be subject to public inspection until after the Contract award.
- 2.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
- 3.0 Award of the Contract:**
The Board of Supervisors shall award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.
- 4.0 Effective Date of Contract:**
Approval of the award by the Board of Supervisors, countersigned by the Clerk of the Board is the conditions precedent to the effectiveness of this Contract.
- 5.0 Upon Award of the Contract:**
The successful Bidder shall sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.
- 6.0 Term of the Contract:**
The term of the Contract shall be from July 1, 2014, through June 30, 2015.
- 7.0 Confidential Information:**
If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Senior Buyer should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.
- 8.0 Suspension or Debarment Status:**
If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.
- 9.0 Authorization for Orders:**
Authorization for purchases under the terms and conditions of this Contract shall be made only upon issuance of a Purchase Order or use of a County issued purchasing card. A separate delivery release shall be issued against the purchase Order, either in writing or by telephone.

10.0 Requirements Contract:

During the period of the Contract, the Contractor shall provide all the services/materials described in the Contract. The Contractor understands and agrees that the County shall have no obligation to the Contractor if no services are required. Any quantities that are included in the Scope of Work reflect the current expectations of the County for the period of the Contract. **The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount of the service/materials as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the County may require services/materials in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.**

11.0 Compensation and Method of Payment:

In consideration of the performance of the services described in the specifications/scope of work, the County shall pay the Contractor the sum or amounts as set forth in the Bid Form herein, and the Contractor shall charge the County only in accordance with those same amounts.

11.1 The County shall pay the Contractor within thirty (30) days following the receipt of itemized invoices for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice.

12.0 Exclusive Possession:

Information and public records are provided by Cochise County under this contract only for the purpose of publication of legal advertisements on behalf of the County. Public records and information may be used for other commercial purposes only upon specific request, made pursuant to the requirements of A.R.S. §38-121.03.

13.0 Submission of Copy for Publication:

Cochise County agrees to submit such copy as it may desire to be published no later than the Contractor's established deadline for receipt of advertising unless specifically agreed otherwise in writing by the parties. It is further understood and agreed that the County is not obligated herein to submit said copy in any specific form, format or configuration except that the County agrees that all such copy shall be legible and readable.

14.0 Legibility:

The representative sample of publication submitted with the Contractor's bid shall establish the standards for legibility and print quality that shall be used to evaluate the Contractor's performance pursuant to this contract. In the event that any insertion materially deviates from these standards, the County may decline to pay for said insertion. If the deviation is not corrected in insertions subsequent to notice by the County of such deviation, the County may terminate this contract upon notice of intent to terminate.

14.1 If, prior to any publication or republication pursuant to this contract, the Contractor determines that it cannot meet the legibility or print quality standards, as set forth herein, with the time limits established for publication, it shall immediately notify the County. Following such notice, the County, at its option, may cause publication to be made in another newspaper or may cause the insertion to be printed by another publishing firm and inserted in the Contractor's newspaper. All costs for printing or publication shall be the sole responsibility of the Contractor. Unless the Contractor's inability to perform is the result of unforeseen circumstances beyond the Contractor's control, the County may terminate this contract on receipt of notice or inability to perform by notice to the Contractor of intent to terminate. If the County receives two (2) notices of inability to perform within the effective term of this contract, the County may terminate by Notice of Intent to Terminate, regardless of the reason for the inability to perform.

15.0 Publication Time:

Time is of the essence with respect to the publication services required by this contract. The Contractor understands and agrees that, in the event that material submitted by the County is not published within the time limit specified in this contract, the County may, at its sole discretion, decline to pay any charges for publication of said material. Any such decision not to pay shall in no way excuse the Contractor from its obligation to publish said material at the earliest possible time.

16.0 Compliance with Legal Requirements:

The Contractor shall comply with all applicable statutes, regulations, ordinances and other legal requirements including but not limited to Title 39, Chapter 2 of the Arizona Revised Statutes (Section 39-201 et seq.)

17.0 Contract Management Conference:

The Contractor shall attend, at a time mutually convenient to the parties, a contract management conference. At the conference the parties may clarify any matters pertaining to their performance pursuant to this contract and establish such procedures as may be required to ensure proper performance.

18.0 Contract Management and Contacts:

To the greatest possible extent, the Contractor shall address matters involving individual insertions with the designated representative of the office or department responsible for the insertion. Procedural issues involving payments shall be directed to the County Finance Department. Matters involving contract interpretation shall be directed to the Senior Buyer, who shall be responsible for administering this contract. Amendments to this contract may be authorized only by formal action of the Board of Supervisors.

19.0 Contract Performance; Reporting:

Departments utilizing the Contractor's services pursuant to this contract shall be asked to evaluate the Contractor's performance prior to the expiration of the contract and to report instances of unsatisfactory performance to the Senior Buyer as they occur. Evaluations and reports shall be made as part of the contract file and may be utilized to enforce compliance with the provisions of the contract and to evaluate the Contractor's eligibility for future contract awards.

20.0 Insurance:

The Contractor agrees to obtain and maintain insurance coverage during the effective term of this contract in an amount and of a kind sufficient to protect the Contractor and the County from actions and claims arising from the Contractor's performance under the terms of this contract. The Contractor shall provide a current certificate of insurance to the County prior to approval of this agreement.

PART SIX

GENERAL TERMS AND CONDITIONS

1.0 Certification:

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2 The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 1.3 The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4 The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

2.0 Gratuities:

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals, which are generally made available to eligible County Government customers, shall not be prohibited by this paragraph.

3.0 Applicable Law:

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

4.0 Arizona Procurement Code:

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Purchasing Policy are a part of this document as if fully set forth herein.

5.0 Legal Remedies:

All claims and controversies shall be subject to A.R.S. §12-1518 ET. al.

6.0 Contract:

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms; conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

7.0 Contract Amendments:

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

8.0 Provisions Required by Law:

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

9.0 Termination by the County:

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract, unless the notice specifies a later time.

9.1 This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

9.2 The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County shall issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

9.2.1 Contractor provides personnel who do not meet the requirements of the contract;

9.2.2 Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;

9.2.3 Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

9.2.4 Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

9.2.5 Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor shall not or cannot perform to the requirements of the contract.

10.0 Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract that may remain in effect without the invalid provision or application.

11.0 Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

12.0 Interpretation - Parole Evidence:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the

parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

13.0 Assignment - Delegation:

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

14.0 Subcontracts:

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

15.0 Rights and Remedies:

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

16.0 Protests:

Protests shall be filed and shall be resolved in accordance with A.R.S. Title 41, Chapter 23, Article 9. A protest shall be in writing and shall be filed with the Purchasing Agency (procurement officer). A protest of a solicitation shall be received at the Purchasing Agency before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:

16.1 The name, address and telephone number of the protester;

16.2 The signature of the protester or its representative;

16.3 Identification of the Purchasing Agency and the solicitation or contract number

16.4 A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

16.5 The form of relief requested.

17.0 Warranties:

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

18.0 Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

- 18.1** is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and
- 18.2** is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

19.0 Overcharges by Antitrust Violations:

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

20.0 Force Majeure:

20.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

- 20.1.1** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- 20.1.2** Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

20.2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

21.0 Right to Assurance:

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a

demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

22.0 Records:

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

23.0 Advertising:

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

24.0 Right to Inspect Plant:

The County may, at reasonable times, and at the County's expense, inspect the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded, in accordance with A.R.S. §41-2547.

25.0 Inspection:

All material, service or construction are subject to final inspection and acceptance by the County. Material, service or construction failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the cancellation clause set forth in this document.

26.0 Exclusive Possession:

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Contractor or any other person except with prior written permission of the County.

27.0 Title and Risk of Loss:

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

28.0 No Replacement of Defective Tender:

Every tender of materials must fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the cancellation clause set forth within this document.

29.0 Default in One Installment to Constitute Total Breach:

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole. Compliance shall conform to the cancellation clause set forth within this document.

30.0 Shipment Under Reservation Prohibited:

Contractor is not authorized to ship materials under reservation and no tender of a Bill of Lading shall operate as a tender of materials. Compliance shall conform to the cancellation clause set forth within this document.

31.0 Liens:

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.

32.0 Payment:

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

33.0 Licenses:

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.

34.0 Preparation of Specifications by Persons Other than County Personnel:

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

35.0 Cost of Bid Preparation:

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

36.0 Public Record:

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification, as provided by the Cochise County Procurement Policy.

37.0 Payment by the County:

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service shall or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

38.0 Independent Contractor:

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

38.1The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Workers Compensation, normally provided by the County for its employees.

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

PART SEVEN

FORM OF AGREEMENT

1.0 Form of Agreement:

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**CONTRACTOR**". **Do not fill in the date.**

1.1 Return the completed Form of Agreement with the bid/proposal packet.

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 14-37-PUR-03
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AGREEMENT #14-37-PUR-03

BETWEEN COCHISE COUNTY

And

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:

Terry Rutan, Senior Buyer
Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

This Contract is designated by the County as No. 14-37-PUR-03, Legal Advertising

The County and Contractor agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

Article II. Contract Performance: The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

Article III. Date of Commencement and Completion: The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

Article IV. Payment: The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
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This Agreement is entered into this _____ day of _____ 2014

CONTRACTOR:

APPROVED BY:

COCHISE COUNTY BOARD OF SUPERVISORS

Authorized Signature

Ann English
Chair

Print Name and Title

ATTEST:

REVIEWED BY:

COCHISE COUNTY
PROCUREMENT DEPARTMENT

Arlethe Rios
Clerk of the Board

Terry Rutan, Senior Buyer

APPROVED AS TO FORM

Office of the Cochise County Attorney

PART EIGHT

EXHIBITS AND ATTACHMENTS

1.0 Exhibit 1:

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING LISTED UNITS WILL BE MADE AVAILABLE FOR PUBLIC SALE THROUGH PUBLIC AUCTION PURSUANT TO A.R.S.§42-18303, ET. SEQ. ON MONDAY, NOVEMBER 17, 2008 AT 10:00 A.M. IN THE BOARD OF SUPERVISORS HEARING ROOM LOCATED AT 1415 W. MELODY LANE, BUILDING G, BISBEE, ARIZONA. THIS FACILITY IS HANDICAPPED ACCESSIBLE. ALL SALES WILL BE CONSUMMATED AT THE TIME OF PUBLIC AUCTION. THIS IS A SALE OF REAL ESTATE WITHIN THE COUNTY HELD BY THE STATE BY TAX DEED.

PERSONS WISHING TO MAKE A SEALED BID IN PERSON OR BY MAIL MAY DO SO BY PRESENTING SUCH BID TO THE CLERK OF THE BOARD OF SUPERVISORS, 1415 W. MELODY LANE, BUILDING G, BISBEE, ARIZONA 85603 ALONG WITH TWO CASHIERS CHECKS, ONE IN THE AMOUNT OF THE BID AND THE OTHER IN THE AMOUNT OF \$50.00 (ADMINISTRATIVE FEE) BY 5:00 P.M. ON FRIDAY, NOVEMBER 14, 2008. ALL SUCH BIDS MUST BE SEALED AND IDENTIFIED ON THE OUTSIDE OF THE ENVELOPE WITH THE UNIT NUMBER, NAME AND ADDRESS OF SUBMITTER. SUCH SEALED BIDS WILL BE OPENED AND PRESENTED AS THE FIRST BID ON ANY ADVERTISED UNIT AT THE BEGINNING OF THE PUBLIC AUCTION OF THAT UNIT.

ANYONE WISHING TO BID PUBLICLY MAY DO SO AT THE TIME AND PLACE NOTED ABOVE FOR THE PUBLIC SALE SUBJECT TO THE REQUIREMENTS LISTED BELOW.

ANYONE WISHING TO DESIGNATE AN AGENT TO BID ON THEIR BEHALF MUST SUBMIT A NOTARIZED LETTER INDICATING SO AND SUBJECT TO THE REQUIREMENTS LISTED BELOW.

A MINIMUM BID SET BY THE BOARD OF SUPERVISORS WILL BE ASSIGNED TO EACH UNIT AND PARCEL. A ONE-TIME ADMINISTRATIVE FEE OF \$50.00 WILL BE COLLECTED PER SUCCESSFUL BIDDER AT TIME OF PAYMENT.

NOTES:

- (1) ALL PROPERTIES ARE SOLD ON AN "AS IS BASIS." THE COCHISE COUNTY BOARD OF SUPERVISORS STRONGLY RECOMMENDS THAT ALL PERSONS INTERESTED IN THE SUBJECT UNITS CONTACT THE COCHISE COUNTY PLANNING DEPARTMENT AT (520) 432-9450 TO DETERMINE BASIC ZONING REQUIREMENTS APPLICABLE TO SAID UNITS. A TAX PARCEL NUMBER, LEGAL DESCRIPTION OR COUNTY-ASSIGNED RURAL ADDRESS WILL NEED TO BE PROVIDED TO REQUEST THIS INFORMATION. UNITS FAILING TO MEET APPLICABLE ZONING REGULATIONS MAY BE INELIGIBLE FOR BUILDING PERMITS.
- (2) THE BOARD OF SUPERVISORS WILL EXECUTE AND DELIVER TO THE PURCHASER A DEED CONVEYING THE TITLE OF THE STATE IN AND TO THE PURCHASED PROPERTY FREE OF ALL LIENS (EXISTING EASEMENTS REMAIN). BACK TAXES DUE ON THE PARCELS PUT UP FOR AUCTION WILL BE ELIMINATED AND WILL NOT BE PAID BY THE SUCCESSFUL BIDDER. DEEDS WILL BE ISSUED ONLY IN THE NAME OF THE SUCCESSFUL BIDDER AS INDICATED ON THE APPLICATION BID NUMBER FORM.

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

- (3) PROPERTIES NOT SOLD AT AUCTION WILL BE OFFERED ON A CONTINUING DAY TO DAY BASIS UNTIL SOLD THROUGH THE BOARD OF SUPERVISORS OFFICE .
- (4) CERTAIN TITLE COMPANIES MAY, AT THEIR DISCRETION, REFRAIN FROM OFFERING TITLE INSURANCE FOR THESE UNITS IN CONNECTION WITH A RE-SALE. POTENTIAL BUYERS ARE ADVISED TO CONSULT WITH THEIR TITLE COMPANIES OR LEGAL ADVISERS REGARDING THIS ISSUE.
- (5) INQUIRIES REGARDING COMPLIANCE WITH ADA PROVISIONS, ACCESSIBILITY OR ACCOMMODATIONS REGARDING THE AUCTION SITE CAN BE DIRECTED TO CHRIS MULLINAX, SAFETY/LOSS CONTROL ANALYST, AT (520) 432-9297.
- (6) INFORMATION REGARDING THE LIST OF PARCELS FOR SALE, A COUNTY MAP INDICATING THE APPROPRIATE LOCATIONS OF THE PARCELS AS WELL AS TERMS AND CONDITIONS RELATED TO THIS SALE CAN BE SEEN AT
WWW.COCHISE.AZ.GOV

KATIE HOWARD, CLERK
COCHISE COUNTY
BOARD OF SUPERVISORS

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

BOARD OF SUPERVISORS LAND AUCTION / 2002

UNIT NAME	LEGAL DESCRIPTION	VALUE	YR.TAXES	TAXES	ZONING
ASSESSED CURRENT UNPAID					
1 STEWART TITLE & TRUST TR #0765 VALLEY SPRINGS #3 LOTS 2 & 1 TR 13		\$448		\$114	
	RU-4 PARCELS 103-28-095-1 & 096-4	\$3,054			
2 STEWART TITLE & TRUST TR #0765 VALLEY SPRINGS #3 LOTS 7, 6 & 5		\$1,344		\$171	
	RU-4 TR 13 PARCELS 103-28-114-3, 115-6 & 116-9	\$4,581			
3 CIENEGA SIERRA VISTA APT, INC POR OF SW BY M & B BEG 1765.63'		\$198		\$25	A
	Sierra Vista E OF W1/4 COR; THN S 89DEG 41MIN E 180.096'; THN S 56DEG 32MIN W 592.70'; THN S 35DEG 56MIN W 327.50'; THN S 45DEG 51MIN W 254.94'; THN S 37DEG 16MIN W 50.25' N 52DEG 43MIN W 100'; THN N 37DEG 16MIN E 58.05'; THN N 45DEG 51MIN E 253.77'; N 35DEG 56MIN E 336.99'; THN N 56DEG 32MIN E 461.12' TO POB. AKA PORTION OF COYOTE WASH. SEC 6 TWN 22 S RNG 21 E OF GSRB & M PARCEL 107-51-353-4	\$779			
4 MARGARET L DAVIS	ARIZONA SUN SITES #9 LOTS 2, 3 & 4 BLK 852 PARCELS 114-02-022-3, 023-6 & 024-9	\$144	\$18		\$597 SR-22
5 DONALD R LAIMON THOMAS G LAIMON	ARIZONA SUN SITES #9 LOT 20 BLK 862 PARCEL 114-02-240-9	\$48	\$6		\$199 SR-22
6 RHEA M OHL	ARIZONA SUN SITES #9 LOT 15 BLK 864 PARCEL 114-02-275-1	\$48	\$6		\$134 SR-22
7 PHILIP & MARIE G SERIO ROBERT G & PHYLLIS L HARDY	ARIZONA SUN SITES #9 LOTS 17 & 18 BLK	\$96	\$12		\$595 SR-22
873					
8 MERLE EFFING PAUL M & PEARL E KIMBALL	PARCELS 114-02-457-3 & 458-6 ARIZONA SUN SITES #10 LOTS 3, 4, 5, 20, 21	\$288	\$36		\$2,505
& 22 BLK 886 C/O JOHN H KIMBALL	PARCELS 114-03-003-1, 004-4, 005-7, 020-0, 021-3 & 022-6				
9 MERLE EFFING	ARIZONA SUN SITES #10 LOTS 7 & 8 BLK 886 PARCELS 114-03-007-3 & 008-6	\$96	\$12		\$358 SR-22
10 LEWIS MAXWELL SOWERS ARIZONA SUN SITES #10 LOTS 14, 15 &		\$144		\$18	
	SR-22	\$597			
HAROLD RICHARD SOWERS					16
BLK 888	PARCELS 114-03-230-3, 231-6 & 232-9				

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11	LINDELL H & FLORENCE C BONNEY ARIZONA SUN SITES #10 LOTS 13 & 14	\$96 \$12 \$874	SR-22			
	JOHN P MCCOLLUM, JR BLK 912 ROBERTA A MCCOLLUM PARCELS 114-05-121-6 & 122-9 AKA ROBERTE A MCCOLLUM					
12	LINDELL H & FLORENCE C BONNEY ARIZONA SUN SITES #10 LOT 23 BLK	\$48 \$6 \$730	SR-22			
	915 PARCEL 114-05-191-9					
13	ALLEN K GILLETTE CARLOS & MARIA DE LEON			\$144	\$18	\$1,053
	BLK 955 TRACY DE LEON PARCELS 114-08-013-5, 014-8 & 015-1					
14	PEARLE S WESTCOTT AKA PEARLE S WESCOTT			\$144	\$18	\$597 SR-22
	956 HARLAN J & LELIA E HENDERSON PARCELS 114-08-030-4, 031-7 & 032-0					
15	PEARLE S WESTCOTT AKA PEARLE S WESCOTT			\$144	\$18	\$597 SR-22
	966 PARCELS 114-08-235-3, 236-6 & 237-9 ARIZONA SUN SITES #4 W 50' OF E					
16	LUCY C KOSICK C/O BETTY KOSICK	\$58 \$6 \$299	SR-22			
	485.45' OF N1/2 OF BLK 590 PARCEL 115-05-317-6					
17	DEXTER T WHITE SR HELEN WHITE C/O DONALD R WHITE FRANK A & DOROTHY A FLOWER			\$384	\$27	\$1,837
	PARCELS 115-07-235-7, 236-0 & 237-3					
18	ELOISE COLE C/O COCHISE TITLE AGENCY INC			\$230	\$18	\$1,148
	554 PARCELS 115-07-271-1 & 272-4 ARIZONA SUN SITES #4 LOTS 8 & 13					
19	DEXTER T WHITE SR HELEN WHITE C/O DONALD R WHITE			\$256	\$18	\$638 SR-22
	PARCELS 115-08-062-4 & 067-9					
20	ROSE L LILLY C/O JOHN HEDDEN			\$128	\$9	\$402 SR-22
	PARCEL 115-08-070-7					
21	RALPH R & ESTHER L HILLEARY ARIZONA SUN SITES #4 LOT 22 BLK 570	\$115 \$9	SR-22			
	\$806 PARCEL 115-08-280-0					
22	LARRY W & SHARON V HENRY ARIZONA SUN SITES #2 LOT 5 BLK 252	\$128 \$9	SR-43			
	\$737 PARCEL 115-09-067-2					
23	LAWRENCE H & LETHA G HENRY ARIZONA SUN SITES #2 LOT 7 BLK 252	\$128 \$9	SR-43			
	\$737 PARCEL 115-09-069-8					

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24	EDGAR J & MYRA A FULLER ARIZONA SUN SITES #4 LOT 16 BLK 620			
\$128		\$9		
\$696		SR-22		
		PARCEL 115-12-016-2		
25	JENNIE P BRESAK RAYMOND G & ELSIE B KNAPP	ARIZONA SUN SITES #4 LOTS 13 & 14	\$230	\$18
477		BLK		\$535 SR-22
26	CHARLES BAILEY	PARCELS 116-06-013-3 & 014-6		
		ARIZONA SUN SITES #1 LOT 11 BLK 138	\$115	\$9
		PARCEL 116-09-151-9		\$280 SR-43
27	SALLY BAILEY	ARIZONA SUN SITES #1 LOTS 4, 5, 6,		
\$575		\$65		
\$1,720		SR-43		
	PETER STEENHUSEN JR			12 &
13	BLK 147			
	HAZEL H MAERZ	116-09-276-9, 277-2, 278-5, 284-2		
		& 285-5		
28	VIRGIL PADIEN & LENA MAE			
	ARIZONA SUN SITES #4 LOTS 16 & 17			
\$230		\$18		
\$1,179		SR-22		
	LOWERY	BLK 527		