



**Beverly Hills City Council Liaison / Newspaper/Advertising Ad Hoc Committee will conduct a Special Meeting, at the following time and place, and will address the agenda listed below:**

**CITY OF BEVERLY HILLS  
455 N. Rexford Drive  
Municipal Gallery  
Beverly Hills, CA 90210**

**IN-PERSON / TELEPHONIC / VIDEO CONFERENCE MEETING**

**Beverly Hills Liaison Meeting  
<https://beverlyhills-org.zoom.us/my/committee>  
Meeting ID: 516 191 2424  
Passcode: 90210**

**You can also dial in by phone:  
+1 669 900 9128 US  
+1 833 548 0282 (Toll-Free)**

**One tap mobile  
+16699009128,,5161912424# US  
+18335480282,,5161912424# US (Toll-Free)**

**Thursday, March 2, 2023  
3:00 PM**

***Please be advised that pre-entry metal detector screening requirements are now in place in City Hall. Members of the public are requested to plan visits accordingly.***

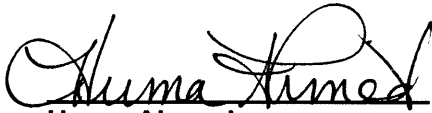
*In the interest of maintaining appropriate social distancing, members of the public can view this meeting through live webcast at [www.beverlyhills.org/live](http://www.beverlyhills.org/live) and on BH Channel 10 or Channel 35 on Spectrum Cable, and can participate in the teleconference/video conference by using the link above. Written comments may be emailed to [mayorandcitycouncil@beverlyhills.org](mailto:mayorandcitycouncil@beverlyhills.org) and will also be taken during the meeting when the topic is being reviewed by the Beverly Hills City Council Liaison / Newspaper/Advertising Ad Hoc Committee. Beverly Hills Liaison meetings will be in-person at City Hall.*

**AGENDA**

- 1) Public Comment
  - a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.
- 2) Request from the Beverly Press: Consideration of Non-Legal Advertising for the Remainder of FY 2022-23.
- 3) Review of the Annual Draft FY 2023-24 Advertising and Notices Bid.

4) Future Agenda Items

5) Adjournment



Huma Ahmed  
City Clerk

Posted: February 28, 2023

**A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW AT**  
**WWW.BEVERLYHILLS.ORG**



Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1014 (voice) or (310) 285-6881 (TTY). Providing at least twenty-four (24) hours advance notice will help to ensure availability of services. City Hall, including the Municipal Gallery is wheelchair accessible.



## CITY OF BEVERLY HILLS

### CITY CLERK'S OFFICE

#### MEMORANDUM

**TO:** City Council Newspaper/Advertising Ad Hoc Committee Liaisons

**FROM:** Huma Ahmed, City Clerk  
Michelle Ramos-Vergara, Management Analyst

**DATE:** March 2, 2023

**SUBJECT:** Request from the Beverly Press: Consideration of Non-Legal Advertising for the Remainder of FY 2022-23, and  
Review of the Annual Draft FY 2023-24 Advertising and Notices Bid.

**ATTACHMENTS:**

1. Beverly Press Independent Verification Circulation Audit
2. Beverly Press FY 2022-23 Cost Proposal
3. Draft FY 2023-24 Advertising and Notices Bid

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#### **INTRODUCTION**

This report provides the City Council Liaisons with an update regarding the Beverly Press' independent verification circulation audit which includes a request to consider non-legal advertising with the publication for the remainder of FY 2022-23. Also included within the report is a draft proposal for the upcoming annual newspaper bid.

The City Clerk's Office would like to request the City Council Newspaper/Advertising Ad Hoc Committee Liaisons (Liaisons), Mayor Lili Bosse and Councilmember Lester Friedman Liaisons review and provide input on the FY 2023-24 bid and bidding requirements

Additionally, the Beverly Press/Park La Brea News (Press) concluded their independent verification circulation audit for the 12-month period of (October 1, 2021 to September 30, 2022). Per the City Council's direction at the September 20, 2022 Study Session, the Press was advised to submit their completed audit to the Liaisons for discussion regarding a separate non-legal advertising agreement for the remainder of FY 2022-23. The Press did not qualify to receive this year's legal ads, as their bid submittal was incomplete.

#### **DISCUSSION**

##### **The Beverly Press/Park La Brea News (Press)**

At the September 20, 2022 City Council Study Session, the City Council accepted the Bids from the Courier and the Weekly. They agreed to award a contract for all legal and display advertising to the Courier; and to contract with the Weekly for display advertising and legal advertising. The City Council rejected the Press's Bid due to lack of information as the Press did not submit an independent verified circulation audit report which was a requirement of the Bid.

At that time, the Press indicated they were in the midst of completing their required audit with the CVC, the same auditor used by the Courier and Weekly. The City Council agreed that upon conclusion of their CVC audit, the Press could return to the Liaisons for feedback regarding entering into a separate ***non-legal advertisement*** agreement with the City; but until then, all future ads with the Press be placed on hold.

The Press concluded their independent verification circulation audit for the 12-month period of **October 1, 2021 to September 30, 2022** and is presenting it for the Liaison's consideration. This is an audit time period provided by City staff for all newspapers moving forward.

### **FY 2023-24 Newspaper Advertising Bid**

On August 24, 2022, the City Council Ad Hoc Committee Liaisons (Vice Mayor Lili Bosse and Councilmember Lester Friedman) met with the City's three locally adjudicated newspaper representatives BH Courier Acquisition, LLC (Courier) and Beverly Hills Weekly (Weekly), and the Press and provided direction for the FY 2022-23 Newspaper/Advertising Bid.

At the September 20, 2022 City Council Study Session, staff presented the FY 2022-23 Advertising and Notices Bid responses received from the three newspapers. During the meeting, the City Council provided additional direction for the next upcoming Bid which are reflected below:

**Ad Placement.** The City's Legal or display advertisements shall be inserted with **best effort** upfront within pages 1-10 or in the first half of the newspaper if the newspaper is greater than 20 pages. Exceptions include last minute advertisements in which case, placement can be based on availability of space and with the mutual agreement by City. Other exceptions include legal square inch/classified ads such as full length ordinances, full length resolutions, Requests for Bids and Request for Proposals.

**Schedule of Rates.** The City Council Ad Hoc agreed to request qualifying newspapers provide bids for:

- 1.) Display rates in both black and white and in color for  $\frac{1}{4}$ ,  $\frac{1}{2}$  and full page advertisements (Modular Rates); and
- 2.) Back page/classified ads are not specifically requested to be printed using the modular rate and are only provided in black and white as they do not contain graphics (Per Legal Square Inch/Classified Rates).

The City Council added direction for the newspapers to charge the City the **lesser** of two rate calculations for all Back Page/Classified ads:

- a. The Per Legal Square Inch/Classified Rate for the entire ad; or
- b. A combination of the modular rate plus the Per Legal Square inch/Classified rate for any remainder of the ad that exceeds the modular space page.

**Independent Verified Circulation Audit.** All proposers are required to furnish an independent verified circulation audit completed within the last twelve (12) months. Exempt from this requirement are any bidders who submitted a verified circulation audit to the City of Beverly Hills in connection with a previous bid if the previously submitted audit was completed within the twenty-four (24) months prior to the Date of Request of the Request for Bid.

The City Council Ad Hoc agreed that any newly furnished audits must include the following standard information:

- a. Distribution by Zip Code
- b. Distribution by County
- c. Average Net Press Run
- d. Controlled Distribution Data and Returns
- e. Paid Distribution Data and Returns
- f. Carrier Delivery Rate and average number of subscriptions
- g. Mail Rate and average number of subscriptions
- h. Information that the City is billed the best available rate (if available)

The City Council added direction that all future independent verification circulation audits received from the newspapers have an audit period of the same one full year (12- month period), beginning with the FY 23-24 bid. They also directed that all newspapers participating in the Bid process obtain and provide an audit for the **12-month period. All newspaper publications are required to submit an audit from October 1, 2021 through September 30, 2022.**

**Online Metrics.** The City Council Ad Hoc Liaisons agreed that if available in the independent verified circulation audit, it include the following online metrics.

- a. Audited Average Website Reporting
- b. Audited Online/Digital Edition Reporting
- c. Text Media
- d. Social Media
- e. Email Media

At that time, the City Council Ad Hoc Liaisons also agreed to require all independent verified circulation or (Certified Verification Council) CVC audits furnished for **future** Bids to include the listed online metrics data beginning with the FY 2023-24 Legal and Advertising Request for Bids (RFB).

## **FISCAL IMPACT**

The Citywide FY 2022-23 budget for display advertising is \$452,858. After the September 20, 2022 City Council award direction, the funds were earmarked for advertising in the Courier and the Weekly.

Should the Liaisons recommend for the City to enter into a separate non-legal advertisement agreement with the Press, then an additional \$150,953 will be requested to cover the remainder of the current fiscal year.

The Courier and the Weekly's FY 2022-23 Schedule of Rates are provided below. The rates are also listed in in Exhibit B of each publication's agreement. An additional column containing the Press's proposed rates is also included below.

**FY 2022-23 Schedule of Rates**

	<b>Courier</b>	<b>Weekly</b>	<b>Beverly Press (Proposed)</b>
<b>Item 1 - Display advertising (Black and White)</b>	<b>Modular Rates</b>		
¼ page	657.00	395.20	395.00
½ page	1,265.00	765.05	765.00
Full page	2,271.00	1,365.00	1,365.00
<b>Item 2 - Display advertising (Color)</b>			
¼ page	873.00	525.20	525.00
½ page	1,514.00	910.00	910.00
Full page	3,028.00	1,820.00	1,820.00
	<b>Per Legal Square Inch/Classified Rates</b>		
<b>Item 3 – Legal Classified Ads</b>	13.90	10.00 back 10.40 front	11.00 (not eligible)

**RECOMMENDATION**

Staff respectfully requests the Liaisons provide feedback on:

1. The Beverly Press' request for a separate non-legal advertising agreement for the remainder of FY 2022-23; and
2. Direction regarding the draft FY 2023-24 Advertising and Notices Bid.

Currently, display advertisements are placed as needed in - the Courier and the Weekly. Should the Liaisons be interested in entering into a separate, **non-legal advertisement** (inclusive of display) agreement with the Press, then a staff report will be brought to the City Council for consideration and, upon approval, would allow the City to begin advertising with the Press again as needed.

# **Attachment 1**

**Initial Audit Period: October 1, 2021 – September 30, 2022**

**Beverly Press - Park Labrea News**

8444 Wilshire Blvd., 4th Floor  
Beverly Hills, CA 90211  
(323) 933-5518

EMAIL: karen@beverlypress.com  
www.beverlypress.com

**1. Audited Media Platforms**

Print Publication:	Average Net Circulation:	10,151 (Print Edition)
Website:	Average Website Unique Users:	45,594
E-Newsletter:	Average E-Newsletter Subscribers:	58,781
	Average Open Rate:	24.9%

**Beverly Press - Park Labrea News – Total Gross Contacts**

CVC Estimated Edition Readership:	11,347
Total Digital Contacts:	60,231
Total Estimated Gross Contacts:	71,578*

\*Total gross contacts include CVC estimated edition readership, website unique users, social media followers, and opened e-newsletter contacts. Total gross contact estimates can include significant audience duplication. There was no attempt made to eliminate any duplication that may exist.

**2. Publication Information**

Number of Editions:	One
Format / Average Page Count:	Tabloid / 28 Pages
Circulation Cycle:	Weekly
Ownership:	Beverly Press - Park Labrea News
Year Established:	1946
Publication Type:	Community Newspaper
	99% Controlled / 1% Paid / 0% Sponsor Paid
Content:	45% Advertising / 55% Editorial
Primary Delivery Methods:	90% Carrier Delivery / <1% Mail / 10% Controlled Bulk
Annual Mail Subscription Rate:	\$120.00
Insert Zoning Available:	No
CVC Member Number:	01-4236
DMA/MSA/CBSA:	Los Angeles, CA / Los Angeles--Riverside--Orange County, CA / Los Angeles-Long Beach-Santa Ana, CA
Audit Funded By:	Publisher



### 3. Rate Card and Mechanical Data

Rate Card Effective Date:	January 1, 2022
Mechanical Data:	Five (5) columns X 16" column depth Full page: 10.25" wide X 16" depth.
Open Rate:	Black & White: \$1,680.00 Full Page - \$840.00 1/2 Page \$500.00 1/4th Page - \$255.00 1/8th Page Color: \$2,100.00 Full Page - \$1,050.00 1/2 Page \$625.00 1/4th Page - \$320.00 1/8th Page
Insert Open Rate:	\$75.00 per thousand
Classified Rate:	\$21.00 per column inch
Deadline Day & Time:	Monday by 4 PM
Website Rates:	\$8.00 per thousand impressions
E-Newsletter Rates:	\$30.00 per thousand addresses – 50,000 minimum

Additional rates may be available from the publisher.

### 4. Contact Information

Publisher:	Michael Villalpando	EMAIL: michael@beverlypress.com
Advertising:	Karen Villalpando	EMAIL: karen@beverlypress.com
Circulation:	Michael Villalpando	EMAIL: michael@beverlypress.com

5. Audited Circulation, Distribution and Net Press Averages - Print Edition

CVC Account Number: 01-4236		Thursday	Beverly Press - Park Labrea News Beverly Hills, CA
<b>Audit Period Summary</b>			
Average Net Circulation	(5-H)		10,151
Average Gross Distribution	(5-F)		10,151
Average Net Press Run	(5-A)		10,301
<b>Audit Period Detail</b>			
A. Average Net Press Run			10,301
B. Office / File			150
C. Controlled Distribution			
1. Carrier Delivery			2,119
2. Bulk Delivery / Demand Distribution			926
3. Mail			0
4. Requestor Mail			0
5. Waiting Rooms			0
6. Hotels			0
7. Events, Fairs, Festivals and Trade Shows			0
8. Education			0
9. Restock & Office Service			56
10. Other: LA Times Insert Package			6,981
Total Average Controlled Distribution			10,082
Controlled Returns			(0)
TOTAL AVERAGE CONTROLLED CIRCULATION			10,082
D. Paid Distribution			
1. Carrier Delivery			0
2. Single Copy			0
3. Mail			69
4. Waiting Room			0
5. Hotels			0
6. Education			0
7. Restock & Office Service			0
Total Average Paid Distribution			69
Paid Returns			(0)
TOTAL AVERAGE PAID CIRCULATION			69
E. Sponsored / Voluntary Paid Distribution			
1. Carrier Delivery			0
2. Single Copy			0
3. Mail			0
4. Waiting Rooms			0
Total Average Sponsored Distribution			0
Sponsored Returns			(0)
TOTAL AVERAGE SPONSORED CIRCULATION			0
F. Average Gross Distribution			10,151
G. Total Unclaimed / Returns			(0)*
H. Average Net Circulation			10,151

## Explanatory – Print

### PARAGRAPH FIVE AUDIT PERIOD SUMMARY

**AVERAGE NET CIRCULATION:** Average net circulation based on quarterly averages for the audit period indicated. (Total of controlled distribution (C), paid distribution (D), and sponsored distribution (E) minus unclaimed / return (G)). See audit period detail (H).

**AVERAGE GROSS DISTRIBUTION:** Average gross distribution based on quarterly averages for the audit period indicated. (Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C)). See audit period detail (F).

**NET PRESS RUN:** Average net press run based on quarterly averages during the audit period indicated. The net press run average does not include press waste, or start-up copies. See audit period detail (A).

### AUDIT PERIOD DETAIL

**A. 1. NET PRESS RUN:** Average net press run based on quarterly averages during the audit period indicated. The net press run average does not include press waste, or start-up copies.

**B. 1. OFFICE / FILE:** Undistributed editions maintained by the publisher for office purposes. Office / File editions do not qualify as controlled, paid, or sponsored distribution.

**C. CONTROLLED DISTRIBUTION (NON-PAID):** Editions distributed by the publisher free of charge.

**1. CARRIER DELIVERY:** Editions delivered by private carrier to single family residences, and/or multi-family residences, and/or businesses.

**2. CONTROLLED BULK / DEMAND DISTRIBUTION:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5G returns.

**3. MAIL:** Editions delivered by United States Postal Service mail to single family residences, and/or multi-family residences, and/or businesses, and/or post office boxes.

**4. REQUESTOR MAIL:** Editions delivered on a requestor basis by United States Postal Service mail to single family residences, and/or multi-family residences, and/or businesses, and/or post office boxes. Qualified requestor circulation and other mail permit qualifications are audited by the United States Postal Service and not determined by CVC.

**5. CONTROLLED WAITING ROOMS:** Editions delivered to the waiting areas of local business and office buildings, including, but not limited to salons, medical and professional offices.

**6. CONTROLLED HOTELS:** Editions distributed to area hotels and available to individual readers. Subject to paragraph 5G returns.

**7. EVENTS, FAIRS, FESTIVALS and TRADE SHOWS:** Editions distributed to attendees and members of conventions, local fairs, festivals, trade shows and available to individual readers. Subject to paragraph 5G returns.

**8. CONTROLLED EDUCATION:** Editions distributed to area schools or educational institutions and available to individual readers. Subject to paragraph 5G returns.

**9. RESTOCK / OFFICE SERVICE:** Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5G returns.

**CONTROLLED RETURNS:** Edition distributed in the controlled distribution category, returned to the publisher unclaimed during the edition cycle \*(See paragraph 10 for CVC return/unclaimed confirmation.) Publications with greater than 25% returnable source distribution must report returns or unclaimed copies to qualify for net circulation reporting.

**D. PAID DISTRIBUTION:** Editions distributed by the publisher through paid subscription or other monetary exchange with individual readers.

**1. CARRIER DELIVERY:** See C1 for explanation of carrier home delivery. See paragraph 11 for paid reporting analysis.

**2. SINGLE COPY:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5G returns. See paragraph 11 for paid reporting analysis.

**3. MAIL:** See C3 for explanation of mail distribution. See paragraph 11 for paid reporting analysis.

**4. PAID WAITING ROOMS:** See C5 for explanation of waiting room distribution.

**5. PAID HOTELS:** See C6 for explanation of hotel distribution.

**6. PAID EDUCATION:** See C8 for explanation of educational copy distribution.

**7. RESTOCK / OFFICE SERVICE:** See C9 for explanation of restock and office distribution.

**PAID RETURNS:** See section C: controlled returns for explanation of returns reporting. \*(See paragraph 10 for CVC return/unclaimed confirmation.)

**E. SPONSORED / VOLUNTARY PAID DISTRIBUTION:** Editions distributed by the publisher that are sponsored by a third party monetary exchange or voluntary reader payment system.

**1. CARRIER DELIVERY:** See C1 for explanation of carrier home delivery.

**2. SINGLE COPY:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers on a sponsored or voluntary pay basis. Subject to paragraph 5G returns.

**3. MAIL:** See C3 for explanation of mail distribution.

**4. SPONSORED WAITING ROOMS:** See C5 for explanation of waiting room distribution.

**5. SPONSORED EDUCATION:** See C8 for explanation of educational copy distribution.

**6. RESTOCK / OFFICE SERVICE:** See C9 for explanation of restock and office distribution.

**SPONSORED RETURNS:** See section C: controlled returns for explanation of returns reporting \*(See paragraph 10 for CVC return/unclaimed confirmation.)

**F. AVERAGE GROSS DISTRIBUTION:** Average gross distribution based on quarterly averages for the audit period indicated. Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C).

**G. TOTAL UNCLAIMED / RETURNS:** Distributed editions returned to the publisher unsold and/or unclaimed during the edition cycle. \*(See paragraph 10 for CVC return/unclaimed confirmation.)

**H. AVERAGE NET CIRCULATION:** Average net circulation for the audit period indicated. Total of controlled distribution (C), paid distribution (D), and sponsored distribution (E) minus unclaimed / return (G).

## 6. Average Print Circulation History

YEAR	AUDIT SOURCE	Q1	Q2	Q3	Q4
01/01/22-12/31/22	CVC	8,745	9,789	11,184	-
07/01/21-12/31/21	CVC	-	-	9,716	11,467

## 7. Distribution by Zip Code (9/29/2022 Edition) Thursday

ZIP CODE	CITY / AREA	COUNTY	STATE	CARRIER DELIVERY	CONTROLLED BULK / SINGLE COPY	MAIL	OFFICE / RESTOCK	TOTAL
90004	Los Angeles	Los Angeles	CA	505	0	0	0	505
90005	Los Angeles	Los Angeles	CA	150	0	0	0	150
90010	Los Angeles	Los Angeles	CA	50	40	0	0	90
90020	Los Angeles	Los Angeles	CA	195	0	0	0	195
90035	Los Angeles	Los Angeles	CA	690	0	0	0	690
90036	Los Angeles	Los Angeles	CA	570	415	0	0	985
90038	Los Angeles	Los Angeles	CA	85	0	0	0	85
90046	Los Angeles	Los Angeles	CA	750	40	0	0	790
90048	Los Angeles	Los Angeles	CA	490	0	0	0	490
90069	West Hollywood	Los Angeles	CA	540	50	0	0	590
90077	Los Angeles	Los Angeles	CA	565	0	0	0	565
90210	Beverly Hills	Los Angeles	CA	5,115	120	0	0	5,235
90211	Beverly Hills	Los Angeles	CA	705	600	0	0	1,305
90212	Beverly Hills	Los Angeles	CA	850	30	0	0	880
<b>TOTAL</b>				<b>11,260</b>	<b>1,295</b>	<b>0</b>	<b>0</b>	<b>12,555</b>

## 8. Distribution by County (9/29/2022 Edition) Thursday

COUNTY	CITY / AREA	STATE	CARRIER DELIVERY	CONTROLLED BULK / SINGLE COPY	MAIL	OFFICE / RESTOCK	TOTAL
Los Angeles	Beverly Hills Los Angeles West Hollywood	CA	11,260	1,295	0	0	12,555
<b>TOTAL</b>			<b>11,260</b>	<b>1,295</b>	<b>0</b>	<b>0</b>	<b>12,555</b>

## 9. Verification of Distribution – Mail and Carrier Delivery Distribution

Beverly Press - Park Labrea News reported an average mail distribution of 69 during the audit period. Mail distribution is verified through the review of mail statements and/or additional publisher support documents. Beverly Press - Park Labrea News reported an average carrier delivery distribution of 9,100 during the audit period. Carrier delivery is verified through the review of carrier statements and/or additional publisher support documents. The Circulation Verification Council performed a delivery & readership verification in the primary market areas indicated in paragraph nine. Delivery verification is performed using multi-source methodologies considered necessary under the circumstances of the audit. Delivery verification can include, but is not limited to, residential and cell phone interviews, online surveys, email surveys, USPS surveys, in-person interviews and/or social media surveys. Delivery verification source data can include, but is not limited to, residential phone listings, cell phone exchanges, delivery lists, opt-in email databases, online, and/or social media databases.

**CVC review indicates that a sufficient number of individuals reported that they receive Beverly Press - Park Labrea News on a regular basis to substantiate the publisher's distribution claims. CVC verification confirms that 241 of 388 or 62.1% report they regularly read or look through Beverly Press - Park Labrea News.**

\*Households reporting stop delivery requests were excluded from the survey.

The Circulation Verification Council estimates that all the information in this text box has a minimum accuracy level of +/-4%.

**10. Verification of Distribution – Controlled Bulk / Demand Distribution / Single Copy**

The Circulation Verification Council performed delivery verification in the primary market areas indicated in paragraph nine. Delivery verification is performed using multi-source methodologies considered necessary under the circumstances of the audit. Delivery verification can include, but is not limited to, on-site verification, business phone verification, online, email, and/or social media contact. Delivery verification source data can include, but is not limited to, business and cell phone listings, delivery lists, opt-in email, online, and/or social media databases. Circulation Verification Council performed the delivery verification from locations chosen randomly from the publication's delivery list(s).

**CVC verification confirms that a sufficient number of reported controlled bulk drop locations indicated they received Beverly Press - Park Labrea News on a regular basis to substantiate the publication's distribution claims.**

**CVC verification indicates that less than 15% of Beverly Press - Park Labrea News's returnable source distributed editions are returned to the publisher unclaimed after the edition cycle.**

**11. Paid Reporting Analysis**

<b>CARRIER DELIVERY</b>	Basic Rates: N/A
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
<b>MAIL</b>	Basic Rates: \$120.00 / 1-Year
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	69
Over 75% of basic rate	0
Over 50% of basic rate	0
Over 25% of basic rate	0
1%-24% of basic rate	0
Less than 1% of basic rate*	0
<b>SPONSORED</b>	Basic Rates: N/A
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
<b>SINGLE COPY</b>	COVER PRICE: N/A
	AVERAGE WHOLESALE RATE: N/A

**12A. Audited Average Website Reporting - [www.beverlypress.com](http://www.beverlypress.com)**

	Monthly Audit Period Average
Website Unique Users	45,594
Website Sessions	51,760
Percent of New Users	93.3%
Website Page Views	60,400
Pages Per Visit	1.17
Average Time Spent on Website	00:00:26
Bounce Rate	91.6%

**Explanatory – Website**

**PARAGRAPH TWELVE (A)**  
**UNIQUE USERS:** A unique user to a website where the user registers or where the user is identified or marked by a cookie, IP address, or other ID that is attached to the browser within the defined cycle. Limitations apply to the measurement of unique users. Please see CVC Rules & Regulations for further information.  
**SESSIONS:** The total number of sessions, expressed as a monthly average, to a publication’s website regardless of unique status, as expressed above.  
**PERCENT NEW USERS:** The percentage of users that have visited the publication’s website for the first time through the course of the month and are considered unique and are differentiated from multiple returning users.  
**PAGE VIEWS:** The transmittal of a full page contained within the website to the user’s browser.  
**PAGES PER VISIT:** The average number of page views per session, expressed as a monthly average.  
**AVG. TIME SPENT:** The average amount of time spent on a website during a single visit, expressed in hours, minutes and seconds.  
**BOUNCE RATE:** Bounce rate reports the percentage of visits that view only one page before exiting a site. This number is presented as a monthly average.

**12B. Audited Online/Digital Edition Reporting - Not Reported**

**12C. Text Media - Not Reported**

**12D. Social Media - Not Reported**

**12E. Email Media**

Media Type	Database Recipients
Non-Subscriber / Advertiser Email Opt-In Database	58,781
Average Open Rate	24.9%
Average Click Rate	2.2%

**Explanatory – Email Media, E-Newsletters & E-Blasts**

**PARAGRAPH TWELVE (E)**  
**NON-SUBSCRIBER EMAIL OPT-IN DATABASE:** Subscribers who have provided email contact data to receive newsletters, special content, special offers, coupons or redemption codes for use within a specified period of time, and are sourced through third party efforts such as trade shows, opt-in email newsletters or surveys.  
**ADVERTISER EMAIL DATABASE:** Subscribers provided by advertisers, who have provided email contact data to receive newsletters, special content, special offers, coupons or redemption codes for use within a specified period of time, with a specific advertiser.

**12F. Video & Podcast Media - Not Reported**

**Optional Publisher Reporting - Special Section / Special Edition Reporting**

SPECIAL SECTION TITLE	DEADLINE MONTH	EDITION MONTH	Current Edition
Our People Our Places – Annual Magazine	August	September	<u><a href="#">Our People Our Places 2022 by Park Labrea News and Beverly Press - Issuu</a></u>

### 13. Council Audit Statement

Circulation Verification Council (CVC) reviewed the printing, distribution, circulation, technology, and general business records of this publication for the purpose of compiling this information. The review was completed using Council audit procedures considered necessary under the circumstances of the audit in compliance with CVC Rules and Regulations. In our opinion, this report fairly and accurately represents the publication's printing, distribution, circulation, and technology reporting, if applicable, for the period indicated. The publication has sworn that the information presented for this audit reporting is accurate and supplied CVC with general business records substantiating the information under audit review. This report is released subject to the provisions of the CVC Rules & Regulations which are hereby incorporated by reference. CVC Rules & Regulations may be amended from time to time without notice at the sole discretion of CVC. In no event shall CVC be liable for indirect, incidental, consequential, special, or punitive damages, or damages for lost profits, lost income, or lost savings arising by negligence, intended conduct, breach of contract, or otherwise. CVC reports and data are released for the sole use of advertising purchase evaluations and any use for valuations or determination of value is strictly prohibited. CVC reports may not be used for USPS requestor or other permit qualifications. This report is subject to copyright laws and may only be reproduced by the publisher.



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**The current status of this report expires December 31, 2023.**

If this report is presented after December 31, 2023 please call the toll-free number listed below.



Beverly Press - Park Labrea News - Beverly Hills, CA - 01-4236 - Supplemental Readership Study

The Circulation Verification Council surveyed Beverly Press - Park Labrea News readers in the primary market areas indicated in publication's CVC audit report. The purpose was to identify the number of individuals who indicate they have read at least two of the last four issues of the publication, and gather study information solely for advertising purchase evaluations. Market statistics estimates appearing in CVC reports, when available, are obtained from EASI Software. CVC study sources can include, but are not limited to, residential and cell phone surveys, online surveys, email surveys, and/or social media surveys. Study source data can include, but are not limited to, residential phone listings, cell phone exchanges, publisher delivery lists, opt-in email, online, and/or social media databases. Residential and cell phone survey populations consist of adults age 18 and over, living in households within the survey area. Within this area, each individual had a known (or "non-zero") probability of being selected for the random sample. Surveys were conducted solely with pre-designated respondents and no substitutions were permitted. Initial survey attempts were spread evenly across all survey days (i.e., Tuesday through Saturday). A minimum of 250 completed surveys, or 2.5% of net circulation for publications under 10,000 circulation is required with no more than one survey per household. Survey Procedures: To ensure the highest degree of comparability and to facilitate the survey process, a standard, consistent, specified list of questions was asked. Surveys were conducted over a minimum period of two weeks to minimize the impact of weather and/or special circumstances. Every effort was made to ensure that surveys were assigned randomly by day and that an approximately equal number of surveys were completed on each survey day. Where appropriate, data was balanced and/or weighted by ZIP code using up-to-date known demographics: gender, age, number of adults in household and ethnicity in those cases where one minority comprised no less than ten percent of the total population. Non-responses to any single question were eliminated from the survey. In all cases, at least four attempts were made to contact all pre-designated respondents. Every effort was made to surmount language, cultural, behavioral and other barriers to a successful survey; and to the extent feasible, contact attempts were scheduled on a random basis. During the survey process, no questions were asked prior to the readership question, with the exception of a qualifying question designed to determine the ZIP code of the individual; and a general warm-up call explanation designed to put the respondent at ease. Warm-up questions did not include any reference to a publication itself or the nature of the study information. The study followed recommended guidelines developed in part from established media usage and evaluation guidelines. Survey totals may not equal 100% due to rounding. The Circulation Verification Council estimates that all the information in this survey has a maximum error margin of +/-4% at the 95% confidence level. 241 Survey respondents were interviewed during the verification of carrier delivery and mail distribution. 12 Survey respondents reported reading a minimum of two of the last four issues through single copy, controlled bulk, or pass along distribution. 123 Survey respondents responded to a geo-coded outbound email verification. This publication did not participate in the CVC online research program.

- Average estimated readers per edition during the audit period: 1.8**

\*Readership estimates compiled from 2022 CVC circulation & readership study data.

1. Beverly Press - Park Labrea News is distributed regularly in your area. Do you regularly read or look through Beverly Press - Park Labrea News?

YES	376	Survey Respondents
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2. Do you frequently purchase products or services from ads seen in Beverly Press - Park Labrea News?

YES	232	61.7%
NO	144	38.3%

3. How long do you keep Beverly Press - Park Labrea News before discarding it?

64%	1-2 Days
16%	3-4 Days
13%	5-6 Days
07%	1 Week or More

4. Reader Gender (Voice recognition - Gender Bias Rotation)

Reader	Market
Demographics	Demographics
45%	50% Male Readers
55%	50% Female Readers



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## 5. What range best describes your age.

Reader Demographics	Market Demographics
00%	05% 18 - 20
<01%	06% 21 - 24
04%	25% 25 - 34
14%	20% 35 - 44
26%	17% 45 - 54
27%	13% 55 - 64
22%	07% 65 - 74
06%	04% 75 - 84
01%	03% 85 years or older

## 6. What range best describes your combined annual household income for last year?

Reader Demographics	Market Demographics
00%	14% under \$15,000
00%	10% \$15,000 - \$24,999
<01%	09% \$25,000 - \$34,999
02%	12% \$35,000 - \$49,999
06%	15% \$50,000 - \$74,999
09%	10% \$75,000 - \$99,999
13%	07% \$100,000 - \$124,999
12%	05% \$125,000 - \$149,999
16%	06% \$150,000 - \$199,999
42%	12% over \$200,000

## 7. What is the highest level of education you have obtained?

Reader Demographics	Market Demographics
<01%	14% Some High School or Less
07%	14% Graduated High School
25%	23% Some College
37%	32% Graduated College
16%	10% Completed Master Degree
10%	05% Completed Professional Degree
05%	02% Completed Doctorate Degree

8. Which of the following products or services, if any, do you plan to purchase during the next twelve months?

16%	New Automobile, Truck or SUV	(% = Positive respondents)
12%	Used Automobile, Truck or SUV	
08%	Antiques / Auctions	
54%	Furniture / Home Furnishings	
25%	Major Home Appliance	
24%	Computers, Tablets or Laptops	
31%	Home Improvements or Home Improvement Supplies	
26%	Television or Electronics	
14%	Carpet or Flooring	
31%	Automobile Accessories (tires, brakes or service)	
42%	Lawn & Garden Supplies	
19%	Florist / Gift Shops	
08%	Home Heating & Air Conditioning (service, new equipment)	
52%	Vacations / Travel	
10%	Real Estate (Sell or purchase)	
46%	Men's Apparel	
63%	Women's Apparel	
12%	Children's Apparel	
02%	Boats or Personal Watercraft	
10%	Art & Crafts Supplies	
07%	Childcare	
06%	Education or Classes	
09%	Attorney	
26%	Veterinarian	
10%	Chiropractor	
28%	Financial Planner (Retirement, Investing)	
33%	Tax Advisor / Tax Services	
31%	Health Club / Exercise Class	
36%	Cleaning Services (Carpet Cleaning, Air Duct Cleaning, Home Cleaning)	
04%	Weight Loss	
33%	Lawn Care Service (Maintenance & Landscaping)	
19%	Legal Gambling Entertainment (Lottery, Casinos, Racetracks, Bingo)	
41%	Pharmacist / Prescription Service	
23%	Cell Phone or Smart Phone (New Service or Update Service)	
77%	Dining & Entertainment	
26%	Jewelry	
02%	Wedding Supplies	
14%	Athletic & Sports Equipment	
02%	Motorcycles / ATV's	
51%	Medical Services / Physicians	
27%	Pet Supplies	

# **Attachment 2**

# **BEVERLY PRESS**

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## **PARK LABREA NEWS**

**Beverly Press Project Management**

**Day Published: Thursday**

**Space Reservation: Tuesday, 5 pm**

**Material Submission: Tuesday, 5 pm - NOTE: We will accept late ads until Wednesday noon**

**Ad requests may be submitted via email or by phone with a subsequent email confirmation.**

**Send to:**

**Karen Villalpando**

**(323)933-5518**

**karen@beverlypress.com**

### **CITY OF BEVERLY HILLS ADVERTISING RATES**

**1/4 page      BW - \$395      COLOR \$525**

**1/2 page      BW - \$765      COLOR \$910**

**Full page      BW - \$1365      COLOR \$1820**

**Legal Advertising cost per square inch: \$9.50**

**Current Open Rates - see next page**

**Current Classified Rate: \$11 per square inch**

**Mechanical specs - see next page**

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## DISPLAY ROP ADS

AD SIZE	MODULAR SIZES
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<b>Full Page:</b>	<b>BW \$1680</b>
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5 col (10.25" w X 16" h)	<b>Color \$2100</b>
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<b>Half Page</b>	<b>BW \$840</b>
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5 col (10.25" w X 8" h)	<b>Color \$1050</b>
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<b>Quarter Page</b>	<b>BW \$500</b>
---------------------	-----------------

3 col (6.125" w X 8" h)	<b>Color \$625</b>
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<b>Eighth Page</b>	<b>BW \$255</b>
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2 col (4" w X 6" h)	<b>Color \$320</b>
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**PUBLICATION DATE:** Every Thursday

### DEADLINES:

Space closing and ads requiring proof: Monday prior to publication date.

Camera ready materials: Tuesday prior to publication date.

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## DIGITAL ADVERTISING RATES

**Leader Board Ads:** \$8/M impressions - Run of Site 728 X 90 pixels

**Cube Ads:** \$8/M impressions - Run of Site 300 X 250 pixels

\*Standard IAB Sizes

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### E-BLAST:

Rate: \$1,500 for 50,000 - rate increases for more distribution

Targeted email blast to your specific demographic - guaranteed 10% open rate

Best Day - Tuesday, 11 a.m.

10 day advance deadline

# **Attachment 3**



## **City of Beverly Hills**

**Request for Bid  
RFB-24-070-01**

**Notice Inviting Submission of Bids  
for  
Newspaper Legal Notices and Display  
Advertising Services**

**Due Date: Friday, [Insert Date] by  
5:00 p.m.**

**ADVERTISING AND NOTICES BIDS WANTED**

Bids should be sent by e-mail to [CityClerk@beverlyhills.org](mailto:CityClerk@beverlyhills.org) on or before **5:00 p.m. Pacific Standard Time, on Friday, [Insert Date]** at which time they will be opened for furnishing the services as indicated by the items hereunder listed and in accordance with the applicable specifications. Bids arriving after the specified hour will not be accepted.

**MINIMUM QUALIFICATION:** In order to qualify to submit a **bid** in **response to this solicitation**, **CONTRACTOR must operate a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the CITY.**

**Date of Request:** **Monday, [Insert Date]**

**Bid Number:** RFB-24-070-01

**Item Description:** Newspaper Legal Notices and Display Advertising Services

**Bid Submittal Deadline:** **Friday, [Insert Date] by 5:00 pm**

E-mailed bids must be **clearly legible** preferably in type written form and must contain a signature by an authorized officer of the company.

A bid may be withdrawn at any time prior to the bid opening. No bid may be withdrawn after the bid opening. Violation of this policy may cause bidder's removal from qualified Bidder's List.

**\*\*\*(IF YOU CHOOSE NOT TO BID, PLEASE COMPLETE PAGE 13)\*\*\***



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**City of Beverly Hills  
Beverly Hills, CA**

**REQUEST FOR BID  
For  
Newspaper Legal and Display Advertising Services  
RFB-24-070-01**

**Due Date: Friday, [Insert Date] by 5:00 p.m.**

**OVERVIEW AND BACKGROUND**

The City of Beverly Hills ("CITY") requests bids from qualified newspapers ("CONTRACTOR") to publish legal notices and display advertisements as required by the CITY.

Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica, and Culver City. Within its 5.7 square mile area, Beverly Hills has approximately 35,000 residents, with a business and commercial base that ranks alongside cities with populations of several hundred thousand.

Internationally recognized for its alluring retail stores, hotels, and exclusive attractions, Beverly Hills attracts visitors from around the world. As a full-service city, police, fire, water treatment, refuse collection, and building inspections, among other municipal services, are provided directly by the CITY.

Throughout the year, CITY prints display advertising to promote CITY sponsored events. The CITY is also legally required to print public notices (legal advertisements) such as Public Hearing Notices, ordinances, resolutions, and certain Requests for Bids.

Per California Public Contract Code Section 20169 the City Clerk's Office conducts an annual Bid for legal advertising and notices. While not a requirement, the City has historically also included display advertising in the Bid process.

**MINIMUM QUALIFICATIONS**

In order to qualify to submit a bid in response to this solicitation, CONTRACTOR must operate a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the CITY.

**OBJECTIVES AND SCOPE OF WORK**

The following Scope of Work shall apply to this project:

1. CONTRACTOR shall enter into an agreement with CITY for services from July 1, 2023 through June 30, 2024 (see Attachment A for sample agreement).

2. CONTRACTOR shall print, and publish on a non-exclusive basis, correctly and in a first-class manner in a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the CITY, all legally required advertising and any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the CITY, to be printed pursuant to the terms of this bid, and furnish proof of such publication.
3. Nothing in this Request for Bid (RFB) shall be construed to require CITY to place all advertisements, or any particular advertisement, with any CONTRACTOR to whom a contract is awarded. CITY retains the right to place advertisements in any publication or medium as required by law and as it determines to be in the best interests of the CITY.
4. Legally required advertisements can be display ads such as Public Hearing Notices and Summarized Ordinances which are normally placed in the "front pages". Legally required advertisements can also be classified ads such as full length ordinances, full length resolutions, and certain Requests for Bids (RFBs) which are normally placed in the "back page(s)" of a newspaper.
5. If specified by CITY in writing, up to one full page of legal or display advertisements shall be inserted with **best effort** upfront within pages 1-10 or in the first half of the newspaper if the newspaper is greater than 20 pages. Exceptions include last minute advertisements in which case, placement can be based on availability of space and with the mutual agreement by CITY. Other exceptions include legal/classified ads such as full length ordinances, full length resolutions, and certain Requests for Bids and Requests for Proposals.
6. Unless CITY specifies a different font style and font size, CONTRACTOR shall publish CITY's legal notices and advertising in the following font style and size:  
  
    serif= Times New Roman eight point font  
    san serif =Arial seven point font  
  
CITY will not be responsible for any additional charges for CONTRACTOR's use of larger font sizes, unless requested by CITY in writing.
7. CONTRACTOR shall accept digital transmission of legal notices and display advertisements from CITY. Written copy furnished by CITY shall not be photocopied and published in "as is" condition unless expressly authorized by CITY. All such written copy shall be typeset as required in the font style and size specified above unless otherwise specified by CITY. CITY may also provide CONTRACTOR with a camera-ready copy.
8. CONTRACTOR shall provide a proof prior to publication for CITY to review for accuracy. Unless CITY specifies a different font style and font size, CONTRACTOR shall submit the proof of publication in the font styles and sizes listed above. All CITY advertisements shall be approved by CITY in writing prior to publishing. CONTRACTOR shall provide one affidavit of publication within two weeks of each publication.

9. CONTRACTOR shall contact CITY first and within 24 hours of the distribution day of the papers to offer any last minute display opportunities at a competitive rate determined by the publication.
10. All advertisements shall be inserted in every edition of the newspaper issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by CITY requiring such publication and no more. If the newspaper is published on more than one day per week, then advertisements shall be placed on the publication date requested by CITY.
11. CONTRACTOR's deadline for publication of notices/advertising, space reservation and materials submission for publishing shall be as provided in the agreement between CONTRACTOR and CITY.
12. If at any time during the period of the agreement, the newspaper to which the agreement is awarded is not published and circulated regularly on its regular date of publication, CITY has the right to immediately terminate the agreement and to recover any damages from CONTRACTOR.
13. In the event CONTRACTOR fails to publish an advertisement or notice or publishes improperly, CONTRACTOR shall, at the election of CITY, republish on the next available publication date at no charge to CITY or shall not charge CITY for the improperly published advertisement.
14. CONTRACTOR will be required during the term of the agreement to deliver free of charge fifty (50) copies of each issue of said newspaper to CITY Hall Attn: City Clerk's office.

### **SCHEDULE**

The anticipated schedule for submission of this Request for Bid ("RFB") is as follows:

Solicitation issued:	[Insert Date]
Bid due date	[Insert Date]
Anticipated award date	[Insert Date]
Anticipated Retroactive start date	[Insert Date]

### **QUESTIONS**

Questions regarding this RFB shall be submitted directly to the City Clerk at [cityclerk@beverlyhills.org](mailto:cityclerk@beverlyhills.org).

### **ORGANIZATION OF BID**

Each bid shall contain the following major sections:

#### **1. Introduction Letter.**

Only one transmittal letter need be prepared to accompany all copies of the bid. The transmittal letter should include the name, title, address, phone number, and original

signature of an individual with authority to negotiate on behalf of and to contractually bind the CONTRACTOR, and who may be contacted during the period of bid evaluation.

The bid shall clearly identify the CONTRACTOR's legal name and address and the legal form of the CONTRACTOR (e.g. partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member, and attach a copy of the joint venture agreement. If the CONTRACTOR is a wholly-owned subsidiary of a "parent company," please identify the "parent company."

**2. Certification of Legal Adjudication.**

California Government Code Sections 6000 and 6008 are the two State statutes that allow a publication to become adjudicated as a newspaper of general circulation. Section 6000 was enacted in 1943 and was the only method for adjudication until Section 6008 was enacted in 1974. Publications can have either Section 6000 or Section 6008 adjudication but the adjudication must specify that it is in the City of Beverly Hills.

**3. Independent Verified Circulation Audit.**

CONTRACTOR's independent verified circulation audit must be for a period of one full year and have been completed within the last twelve (12) months, except that any CONTRACTOR who submitted a verified circulation audit to the CITY in connection with a previous bid need not furnish a new circulation audit if the previously submitted audit was completed within the twenty four (24) months prior to the Date of Request of this Request for Bids. The Council requests that new verified circulation audits submitted for **the FY 2023-2024 bid be for the period of October 2021 to September 2022.** However, nothing precludes a proposer from submitting their most recent audit as a deviation or exception, as that will help CITY gauge performance qualifications.

The independent verified circulation audit must include:

- a. Distribution by Zip Code
- b. Distribution by County
- c. Average Net Press Run
- d. Controlled Distribution Data and Returns
- e. Paid Distribution Data and Returns
- f. Carrier Delivery Rate and average number of subscriptions
- g. Mail Rate and average number of subscriptions
- h. Information that the City is billed the best available rate (if available)

The independent verified circulation audit shall include, if available, the following online metrics:

- a. Audited Average Website Reporting
- b. Audited Online/Digital Edition Reporting
- c. Text Media
- d. Social Media
- e. Email Media

CITY's evaluation of each CONTRACTOR's circulation will be based on the results from the submitted independent verified circulation audits. The circulation audit results will weigh heavily during the Evaluation and Criteria process.

**4. Demonstration of CONTRACTOR's experience** in operating a newspaper and publishing legal and display advertisements.

CONTRACTOR is to provide sample advertisements of each of the following:

1. Public Hearing;
2. Notice to Contractors; and
3. An Ordinance or Resolution.

**5. Project Management.** Describe the plans for accomplishing the required work and the CONTRACTOR's approach to representing the CITY, including:

- a. Weekly publishing day(s)\_\_\_\_\_
- b. Space Reservation Deadline Date\_\_\_\_\_ and Time\_\_\_\_\_
- c. Materials Submission Deadline Date\_\_\_\_\_ and Time\_\_\_\_\_
- d. The method by which the CITY will submit requests to CONTRACTOR (phone, email, etc.)
- e. Contact information of CONTRACTOR's Project Manager with whom CITY should contact for advertisements:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Cost Proposal.**

CONTRACTOR will charge the City the lesser of two rate calculations for all Back Page/Classified ads:

- a. The Per Legal Square Inch/Classified Rate for the entire ad; or
- b. A combination of the modular rate plus the Per Legal Square inch/Classified rate for any remainder of the ad that exceeds the modular space page.

Please provide the following:

- a. Prices for modular advertisements in black and white for:  
     $\frac{1}{4}$  page\_\_\_\_\_
- $\frac{1}{2}$  page\_\_\_\_\_
- full page advertisements\_\_\_\_\_
- b. Prices for modular advertisements in color for:  
     $\frac{1}{4}$  page\_\_\_\_\_
- $\frac{1}{2}$  page\_\_\_\_\_
- full page advertisements\_\_\_\_\_
- c. Price for per legal inch/classified advertisements in black and white \_\_\_\_\_
- d. Current Open Rate for  $\frac{1}{4}$  page,  $\frac{1}{2}$  page and full page advertisements
- e. Current Classified Rate

- f. Narrative of your newspaper's mechanical data including the size, per column width, and number of columns used in a full page advertisement.
7. **A map of the CONTRACTOR's newspaper delivery area.**  
The map shall clearly identify the locations in the CITY where newspapers are delivered and where they are not delivered. CONTRACTOR shall use a Thomas Guide Street Map or equivalent and specifically delineate streets or areas in the CITY where newspapers are delivered and streets or areas where newspapers are not delivered. The map shall also show those streets or areas in the CITY where newspapers are delivered free of charge and those streets or areas in the CITY where newspapers are delivered only with a paid subscription. All CONTRACTORS shall also describe the nature and extent of delivery of newspapers in commercial areas of the CITY and to multi-family residential properties.
8. **Additional Information.**  
No other documentation will be required; however, the CONTRACTOR may include up to five (5) additional pages which may include any deviations from the requirements listed above.

### **SUBMITTAL REQUIREMENTS**

Any submission shall constitute an irrevocable offer for one hundred eighty (180) days following the deadline for its submission. Information contained in the bid is confidential and shall remain so until a contract is signed. A bidder's proposal may be withdrawn at any time prior to the bid opening. No bid may be withdrawn after the bid opening. Violation of this policy may cause bidder's removal from qualified Bidder's List.

1. **Submittal Deadline**

CONTRACTORS shall email one (1) digital copy of bid in PDF format **no later than 5:00 p.m. Pacific Standard Time, on Friday, [Insert Date]** by emailing the City Clerk at [cityclerk@beverlyhills.org](mailto:cityclerk@beverlyhills.org).

2. **Contact**

CONTRACTORS shall not contact the CITY's Mayor, Councilmembers, or staff during this RFB process regarding the RFB other than the designated RFB Administrator (City Clerk Huma Ahmed or her designee). Only CONTRACTORS currently under contract with the CITY may have contact with the Mayor, Councilmembers, and staff, however the current CONTRACTOR **MUST NOT** discuss this RFB with the CITY's Mayor, Councilmembers, or staff during this RFB process or they **will be disqualified**.

3. **Rejection of Bids**

Bids received after **5:00 p.m. Pacific Standard Time, on Friday, [Insert Date]** shall be considered late. Late submittals will be rejected and will not be considered for review.

The CITY reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All bids will be reviewed for completeness of the submission requirements. If a bid fails to meet a material requirement in the RFB, or if it is incomplete or contains irregularities, the bid may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in this RFB.

Immaterial deviations may cause a bid to be rejected. The CITY may or may not waive an immaterial deviation or defect in a bid. The CITY's waiver of an immaterial deviation or defect shall in no way modify the RFB or excuse a CONTRACTOR from full compliance with the remaining RFB.

Bids that contain false or misleading statements may be rejected if in the CITY's opinion the information was intended to mislead the CITY regarding a requirement of the RFB. Bids may be rejected in any case where it is determined that the bids are not truly competitive, or where the costs presented are not reasonable.

**4. Proof of Authority**

The bid must also include the following information: name, title, address, and telephone number of the individual who has authority to bind CONTRACTOR and who may be contacted during the bid evaluation period. The bid shall be signed by an official authorized to bind CONTRACTOR and shall contain a statement to the effect that the bid is a CONTRACTOR offer for at least a one hundred eighty (180) day period.

**5. Conflict of Interest**

CONTRACTOR shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the CITY. CONTRACTOR shall notify the CITY of any existing contracts or proposed new contracts which may conflict with the CITY's interests. **CONTRACTORS submitting bids in response to this RFB must disclose to the CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this RFB. If this CONTRACTOR has no conflict of interest, a statement to that effect shall be included in the bid.**

## **EVALUATION CRITERIA AND SELECTION PROCESS**

**A. Evaluation**

An Evaluation Criteria has been established by the CITY's Newspaper/Advertising Ad Hoc Committee. The CITY reserves the right to establish criteria and weight factors. Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The bid will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFB. The following criteria will be used in evaluating bids:

1. Qualifications, including proof of legal adjudication and results of latest circulation audit, to determine effectiveness of each proposer with regard to reaching the CITY's target audience and exposure of advertisements. The circulation audit results will weigh heavily during the Evaluation and Criteria process.
2. Ability to provide services as outlined in the scope of work.
3. Ability to reach a large readership base, as demonstrated by audited circulation figure of publication.
4. Demonstrated compliance with the Scope of Work, including ability to publish per legal square inch/classified and display advertisements in the size, format and location specified by the CITY.



5. Advertisement placement considerations, including methods to request advertisements; request deadlines; and turnaround times for advertisements.
6. Responsiveness of bid to specifications described in this RFB, including whether the CONTRACTOR has agreed to the contracting requirements set forth in this RFB.
7. Cost and compensation required.
8. The ability of the CONTRACTOR to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances, and all lawful orders, rules, and regulations.

**B. Pre-Contractual Expenses**

In any event, the CITY shall not be liable for any pre-contractual expenses incurred by any selected CONTRACTOR. CONTRACTORS shall not include any such expenses as part of the price proposed in response to this RFB. The CITY shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFB.

Pre-contractual expenses include any expenses incurred by selected CONTRACTORS including, but not limited to, the following:

1. Preparing bid in response to this RFB.
2. Submitting bid to the CITY.
3. Travel or accommodation to the CITY to participate in the interview process.
4. Negotiations with the CITY on any matter related to bid.
5. Other expenses incurred by a CONTRACTOR prior to the date of award of any agreement.

**C. Selection Panel**

The Selection Panel ("Panel"), composed of CITY staff will evaluate the bids considering the scope of work and various evaluation criteria, as described above with the intent of selecting the most qualified CONTRACTORS.

CONTRACTORS may be telephoned and asked for further information, if necessary. The CITY reserves the right to select a CONTRACTOR based solely on written bids and not convene oral interviews.

Following the evaluation of the bids and upon determination of the final ranking of all proposers, the Panel will issue a recommendation to the City Council. The City Council shall have final authority for the selection, including number of awarded contracts and awarded contract amounts and costs.

Any contract offered by the CITY will be awarded in the best interest of the CITY and in the CITY's sole discretion. The CITY may select more than one CONTRACTOR for newspaper advertising services.

**D. Negotiations**

Negotiations will cover the scope of work, the contract schedule duration, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable agreement with the selected CONTRACTOR, the team will recommend to the City Manager that the negotiations be terminated and an alternative approach be attempted, including the possibility of entering into negotiations with the second ranking CONTRACTOR.

No contract or agreement, express or implied, shall exist or be binding on the CITY before the execution of a written contract by both CITY and selected CONTRACTOR. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the CITY in its sole discretion or if, after the CITY and CONTRACTOR agree to terms and execute a contract, that contract is terminated for any reason, the CITY may enter into negotiations and sign a contract with any other CONTRACTOR who submitted timely, responsive, and responsible bids to this RFB, or issue a new RFB and begin the bid process anew.

**NO BID RESPONSE**

If your response is "**NO BID**", please explain below:

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**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PLEASE RETURN BY E-MAIL TO:**

*CITYCLERK@BEVERLYHILLS.ORG*

**ATTACHMENT A – SAMPLE AGREEMENT**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
[**CONTRACTOR's NAME**] TO PROVIDE ADVERTISING AND  
NOTICES (LEGAL AND NON-LEGAL)

NAME OF CONTRACTOR: **CONTRACTOR'S NAME**

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Name, Title

CONTRACTOR'S ADDRESS: Street Address  
City, State, Zip Code  
Attention: Insert Name, Title

CONTRACTOR'S E.I.N/TAX I.D. NO.: **CONTRACTOR'S** Tax I.D. No.

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Huma Ahmed, City Clerk

COMMENCEMENT DATE: July 1, 2023

TERMINATION DATE: June 30, 2024

CONSIDERATION: Based on the rates set forth in Exhibit B,  
attached hereto and incorporated herein. Not to  
exceed the amount set forth in CITY authorized  
purchase orders.

SAMPLE

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
**[CONTRACTOR'S NAME]** TO PROVIDE LEGAL NOTICES AND  
DISPLAY ADVERTISING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and **[CONTRACTOR'S NAME]** (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Media Liability Insurance

CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Media Liability Coverage that includes errors and omissions coverage for public notices, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence. CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

(g) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records Retention and Examination. CONTRACTOR shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement including but not limited to (1) the rates paid by CITY under this Agreement, and (2) the distribution, delivery and circulation for five (5) years after receipt of final payment by CITY under the Agreement. CONTRACTOR shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CONTRACTOR shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONTRACTOR shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CONTRACTOR must include this provision in all subcontracts made in connection with this Agreement. If CITY or its representative determines that the rates paid by the CITY for advertising exceed the rates paid by any other advertiser of CONTRACTOR for the same advertising other than special introductory rates (rates for commercial advertisers who have not advertised for at least three years, with the rate not lasting more than 60 days) or special rates offered to advertisers who contract to purchase at least one half page in every edition of the newspaper for at least ninety (90) days, CONTRACTOR shall promptly reimburse CITY for all fees paid in excess of those required by this Agreement. In addition, CONTRACTOR shall reimburse CITY for all costs and expenses incurred by CITY in connection with such audit. This provision shall survive the termination of the Agreement.

Section 17. Nondiscrimination by CONTRACTOR. In the performance of this Agreement, CONTRACTOR assures that no person shall, on the basis of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law, be excluded from participation in, be denied the benefits of, or be otherwise



subjected to discrimination under this Agreement or under any project, program or activity supported by the Agreement, as required by Title VI of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, and Federal Executive Order 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations). CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law, and shall take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Circulation. CONTRACTOR shall, at all times during the term of this Agreement publish the **[CONTRACTOR'S NAME]** and circulate such publication, free of charge, weekly on its regular date of publication to the areas described in its bid proposal and shown in Exhibit D. Failure to comply with this section shall be a material breach of this Agreement.

Section 20. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 22. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 25. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
XXXX XXXX  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_(SEAL)  
HUMA AHMED  
City Clerk

CONTRACTOR: [insert name of newspaper]

\_\_\_\_\_  
CONTRACTOR'S NAME  
Title

\_\_\_\_\_  
CONTRACTOR'S NAME  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
NANCY HUNT-COFFEY  
City Manager

\_\_\_\_\_  
HUMA AHMED  
City Clerk

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Risk Manager

SAMPLE

EXHIBIT A  
SCOPE OF WORK

I. SCOPE OF WORK

CONTRACTOR shall, at CITY's written request, perform the following services to the satisfaction of CITY:

Print and publish, on a non-exclusive basis, correctly and in a first-class manner in the [insert name of newspaper], a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all legal advertising. In addition, CONTRACTOR shall print and publish, on a non-exclusive basis, correctly and in a first class manner in the [insert name of newspaper], any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills, to be printed pursuant to the terms of this bid, and furnish proof of such publication. However, nothing in this Agreement shall be construed to require CITY to place all advertisements, or any particular advertisement, with CONTRACTOR. CITY retains the right to place advertisements in any publication or medium as required by law and as it determines to be in the best interests of CITY.**

If specified by CITY in writing, up to one full page of legal or display advertisements shall be inserted with **best effort** upfront within pages 1-10 or in the first half of the Beverly Hills Courier if the newspaper is greater than 20 pages. Exceptions include last minute advertisements in which case, placement can be based on availability of space and with the mutual agreement by CITY. Other exceptions include legal/classified ads such as full length ordinances, full length resolutions, Requests for Bids and Request for Proposals.

Unless CITY specifies a different font style and font size, CONTRACTOR shall publish CITY's legal notices and advertising in the following font style and size:

serif= Times New Roman eight point font  
san serif =Arial seven point font

The CITY will not be responsible for any additional charges for CONTRACTOR'S use of larger font sizes, unless requested by the CITY in writing.

CONTRACTOR shall be required during the term of the Agreement to deliver free of charge fifty (50) copies of each issue of [insert name of newspaper] to the City Clerk's office.

Written copy furnished by CITY for publication shall not be photocopied and published in "as is" condition unless expressly authorized by CITY. All such written copy shall be typeset as required by CITY. CITY may also provide CONTRACTOR with camera-ready copy. CONTRACTOR shall contact the CITY first and within 24 hours of the distribution day of the papers to offer any last minute display opportunities at a competitive rate determined by the publication.

In the event CONTRACTOR fails to publish an advertisement or notice, or publishes improperly, CONTRACTOR shall, at the election of CITY, republish the advertisement or notice on

the next available publication date at no charge to CITY or shall not charge CITY for the improperly published advertisement.

Prior to the commencement of services under this Agreement and again on request by CITY, CONTRACTOR shall submit evidence satisfactory to the CITY of and its certificate of adjudication, its independent verified audit, and its newspaper delivery area within the City of Beverly Hills. Evidence of its newspaper delivery area shall indicate where newspapers are delivered without charge in the CITY and where newspapers are only delivered pursuant to a paid subscription and where newspapers are not delivered in CITY, and the approximate number of residences in the CITY to which the newspaper is delivered.

CONTRACTOR's deadline for publication of notices/advertising shall be shall be (Insert Date and Time) Pacific Standard Time for space reservation and (Insert Date and Time) Pacific Standard Time for materials submission for publishing on (Insert Day of Week).

CONTRACTOR shall provide one affidavit of publication within two weeks of each publication.

CONTRACTOR shall accept digital transmission of legal notices and display advertisements from CITY, and provide a proof prior to publication for CITY to review for accuracy. All CITY advertisements shall be approved by CITY in writing prior to publishing.

## II. INFECTIOUS DISEASE

A. The federal government and State of California, the County of Los Angeles, and CITY have declared an emergency due to a global pandemic caused by an infectious coronavirus which causes a disease referred to as COVID-19. In an effort to support and maintain a safe and healthy workplace for CITY employees and the community, CITY is requiring all contractors and CONTRACTOR to immediately monitor and track the signs and symptoms of COVID-19, the common cold and influenza for all of its employees and subcontractors (collectively "CONTRACTOR employees") assigned to CITY projects that come onsite to any CITY facility to perform services under the Agreement.

B. CONTRACTOR shall notify CITY immediately in writing if CONTRACTOR or CONTRACTOR employees have come in contact with anyone with an infectious disease or has contracted an infectious disease. Such CONTRACTOR employees shall immediately cease performing services under the Agreement.

C. CONTRACTOR shall monitor CONTRACTOR employees' signs and symptoms with written logs. CONTRACTOR shall maintain a daily recording of the following:

1. Require CONTRACTOR employees to take their temperature each time they enter and exit CITY facilities (both before and after work is performed at CITY facilities).

2. If CONTRACTOR employees have any symptoms of COVID-19, the common cold, or influenza including but not limited to a fever (100°F or higher), cough, trouble breathing, CONTRACTOR shall:

- (a) Direct employees not to report to work.
- (b) Contact your CITY Responsible Principal.

3. CONTRACTOR shall ask employees to identify any close contact they had with others at a CITY facility during the 48 hours prior to symptom onset or positive test, if asymptomatic. Close contact is defined as individuals who are within 6 feet of each other for 15 minutes or more over a 24 hour period. This definition may be modified by the Centers for Disease Control and/or the Los Angeles County Public Health Department.

4. CONTRACTOR shall disinfect all areas that CONTRACTOR's employees come in contact with while performing services under the Agreement before and after usage.

5. CONTRACTOR employees shall not return to any CITY facility until they meet the quarantine / isolation guidance\* of the Los Angeles County Department of Public Health.

\* CONTRACTOR acknowledges it has reviewed, understands and will follow the Los Angeles County Department of Public Health guidance workplaces.

D. CONTRACTOR shall also maintain daily monitoring and record keeping in connection with CITY projects where CONTRACTOR employees come on site for the following information:

1. Projects are adhering to Social Distancing and Industry Safety Standards for employees and the public. Please review Los Angeles County Department of Public Health guidelines for social distancing.

2. CONTRACTOR employees are not working while sick.

3. CONTRACTOR shall notify their CITY Project Manager or CITY Responsible Principal prior to reporting on site daily.

4. CONTRACTOR shall contact their CITY Project Manager or CITY Responsible Principal to reschedule non-essential services.

E. CONTRACTOR shall provide employees with handwashing and sanitizing equipment.

These requirements apply to all vendors and their employees regardless of whether they are fully vaccinated or not.

CONTRACTOR shall be required to know and adhere to Los Angeles County Public Health Order <http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm#orders>.

For the latest CITY updates and COVID-19 related FAQs please visit <http://www.beverlyhills.org/novelcoronavirus>

CITY reserves the right to review CONTRACTOR's daily logs to ensure compliance with this Agreement. CITY has the right to send CONTRACTOR employees home who do not comply with

these requirements. CONTRACTOR shall maintain the recordings and logs in accordance with the Agreement.

For questions, please contact CITY's Responsible Principal or Risk Management at 310-285-1073.

DRAFT

SAMPLE

## EXHIBIT B

## SCHEDULE OF PAYMENT AND RATES

## Schedule of Payment:

Within 30 days after the end of each month, CONTRACTOR shall submit to CITY an itemized statement which shall set forth in detail a description of the services performed during that month. CONTRACTOR shall also submit one affidavit of publication for each advertisement placed in the **[insert name of newspaper]**. CITY shall pay CONTRACTOR the amount of such undisputed billing within thirty (30) days of receipt of the itemized statement and affidavits of publication.

## Schedule of Rates:

If specified by CITY in writing, **up to one full page of legal or display advertisements shall be inserted with best effort upfront within pages 1-10 or in the first half of the [insert name of newspaper] if the newspaper is greater than 20 pages.** Exceptions include last minute advertisements in which case, placement can be based on availability of space and with the mutual agreement by the City. Other exceptions include legal/classified ads such as full length ordinances, full length resolutions, Requests for Bids and Request for Proposals.

CONTRACTOR shall charge the City the lesser of two rate calculations for all Classified/Back Page(s) ads:

- a. The Per Legal Square Inch/Classified Rate for the entire ad; or
- b. A combination of the full page modular rate plus the Per Legal Square inch/Classified rate for any remainder of the ad that does not fill a full page.

CONTRACTOR's rates shall not exceed the rates CONTRACTOR charges any other commercial advertiser (other than rates for advertising residential real estate) for the same advertising, in the same location, other than special introductory rates (rates for commercial advertisers who have not advertised for at least three years, with the rate not lasting more than 60 days)\_or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the **[insert name of newspaper]** for a duration of at least ninety days. For those advertisements requiring typesetting,

CONTRACTOR's rates shall not exceed the rates CONTRACTOR charges for any other advertiser for the same size advertising, in the same location, and typeset by CONTRACTOR, other than special introductory rates (rates for commercial advertisers who have not advertised for at least three years, with the rate not lasting more than 60 days)\_or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the **[insert name of newspaper]** for a duration of at least ninety days. CONTRACTOR shall submit to CITY upon execution of this Agreement and quarterly thereafter, a certified rate sheet which sets forth the rates it charges for advertising. CITY shall have the right to audit CONTRACTOR's business records as provided in Section 16 of this Agreement.

SAMPLE

**LEGAL SQUARE INCH/CLASSIFIED ADVERTISEMENTS**

These rates are used for advertisements such as full length ordinances, full length resolutions, Requests for Bids and Request for Proposals that are not specifically requested to be printed using the modular rate and are normally only provided in black and white.

<u>ITEM</u>	<u>ARTICLE</u>	<u>PRICE</u>
1	For black and white advertisements placed <b>with best effort</b> within pages 1-10 or in the first half of the newspaper if it is greater than 20 pages	_____
2	For black and white <u>back page</u> advertisements such as RFPs, RFQs, Bids, and long ordinances	_____

Display Advertising in modular form in both black and white and in color for ¼, ½ and full page advertisements placed **with best effort** within pages 1-10 or in the first half of the newspaper if it is greater than 20 pages shall be provided at the following rates on request by CITY:

<u>Advertisement Size</u>	<u>Modular Rate Prices</u>	
	<u>Black and White</u>	<u>Color Price</u>
¼ page	_____	_____
½ page	_____	_____
Full page	_____	_____

SAMPLE



### EXHIBIT C CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED \_\_\_\_\_

COMPANIES AFFORDING COVERAGE

A.  
B.  
C.

ADDRESS \_\_\_\_\_

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EXHIBIT D  
CIRCULATION AREA

DRAFT

SAMPLE