



Request for Proposals

For

Legal Advertising



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Section 1: General Information

Request For Proposals (RFP) – Legal Advertising

THE ABOVE DESCRIPTION MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

THIS IS NOT AN ORDER.

PROPOSALS MUST BE <u>RECEIVED</u> NO LATER THAN: Friday, May 14, 2021, at 5:00 pm (MST)	RFP INITIATIVE: Legal Advertising
<ul style="list-style-type: none">• All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.• All proposals must be emailed to contact person at the address below.• No hand-delivered proposals will be accepted in order to prohibit the transmission of COVID-19.• If pricing has been requested, it must be in emailed under separate cover and “Legal Advertising RFP Confidential Pricing” as the subject line.	
SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:	
Liz Kampa, Purchasing Agent Email: kampal@billingsmt.gov PHONE: (406) 657-8216	



Section 2: Objectives

Introduction and Objectives

This RFP is issued by City of Billings (City) for the purpose of obtaining information and pricing for the City's Legal Advertising service. It is the intent of the City to review and assess the RFP responses to determine which proposal best meets the needs of the City.

Suppliers are expected to provide their best and most competitive proposal.

Attachment F, the Intent to Respond form, must be completed and emailed or faxed at least two (2) days prior to the advertised RFP due date.

Section 3: Information for Suppliers

Disclaimer

This RFP does not form or constitute a contractual document. The City shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

Instructions to Proposers

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal by written request at any time prior to the due date set for receiving proposals.



PRICES HONORED

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

The prices established from this RFP may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

INSURANCE REQUIREMENTS

The proposer certifies that it/they can comply with the City insurance requirements of :

- 1. Workers' compensation and employer's liability coverage as required by Montana law.**
- 2. Commercial general liability, including contractual and personal injury coverage's - \$750,000 per claim and \$1,500,000 per occurrence.**
- 3. Automobile liability -- \$1,500,000 per accident.**

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the City prior to cancellation.

The City shall be listed as an additional insured on all policies except Worker's Compensation Policies.

Proposer shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Proposer shall maintain workers' compensation insurance coverage for all members and employees of Proposer's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment.

Specific Insurance Requirements for Cyber/Data Information Security:

The successful Proposer shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA.

If the Proposer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Proposer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.



Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the Proposer's officers, agents, representatives, assigns or subcontractors.

Note: If occurrence coverage is unavailable or cost-prohibitive, the City will accept 'claims made' coverage providing the following conditions are met:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and,
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Proposer must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

SYSTEM SECURITY

Proposer shall ensure systems delivered are adequately secure. For purposes of this RFP, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the City's use of its data and information technology or permit unauthorized access to the City's data or information technology.

The City has established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, Proposer shall provide reasonable proof, through independent audit reports, **security scans of operating systems, code or the technology environment provided**; that the proposed system meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the City's data and information technology.

Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Prohibited Activities and Spoofing

Licensors and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of the City or State of Montana's network or interfere or attempt to interfere with the systems, networks, authentication measures, servers or equipment, or with the use of or access to the network by any other user. Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the City or State's network or other systems; and (iii) attempting to portray itself as the City or State or an affiliate of the City or State or otherwise attempting to gain access, without authorization, via the network or systems to any account or information technology resource not belonging to Proposer or its officers, employees, agents, subcontractors, and affiliated users. Proposer shall not perform unauthorized spoofing or scanning of any kind, including user account identity. Systems shall not spoof the billings.mt.gov or mt.gov domains or engage in Email Spoofing. Email spoofing is the creation of email messages with a forged sender address. For example, Email spoofing includes creating or sending emails using the City or State's domain.



DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by City Administrator or City Council. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

The Proposer understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Proposer's performance.

QUESTIONS

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 2 business days prior to due date for proposals. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions via email using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

RFP Response Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete.

All proposals must be emailed to contact person listed in Section 1.

No hand-delivered proposals will be accepted in order to prohibit the transmission of COVID-19.

If pricing has been requested, it must be emailed under separate cover and "Legal Advertising RFP Confidential Pricing" as the subject line.



Section 4: RFP Evaluation and Selection Processes

Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

Phase II Evaluation

The evaluation of supplier's proposals may include, but is not limited to, the following criteria:

- Experience of Supplier with goods/services required by the City
- Capacity to assume new business
- Perceived ability to meet the City requirements
- Total Cost Competitiveness
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Company's financial stability
- Ongoing support
- Reporting capability
- Quality Control Process
- Process Improvements
- Training
- Compliance with the City Terms and Conditions
- Price

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.



Section 5: Scope of Work

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

The legal advertisements publishing contract shall be for one year, with four one-year options to renew by mutual agreement. The publications must be:

1. In a newspaper of general paid circulation with a periodicals mailing permit;
2. Publishing at least once per week; and,
3. Published in the county where the municipality is located.
4. The newspaper must have been published continuously in the county for the 12 months preceding the award of the contract under State Law, MCA 7-1-4127.

Proposals must include the following information:

- A. **PICKUP AND DELIVERY OF ALL LEGAL ADVERTISEMENTS:** One account representative to be assigned to handle the City account and to work closely with the City Clerk at all times. Account representative to pick up, at City Hall, or receive email copies of ads as close to Noon on Tuesdays as possible and deliver to publisher in time for publication on desired day of publication.
- B. **AFFIDAVIT OF ADVERTISEMENT:** delivered or mailed to the City Clerk, the same day as final ad publication. A color-coded affidavit of publication, properly completed, with a copy of the legal ad attached, delivered to the City Clerk's office the morning of the last publication date of ad.
- C. **TEAR SHEETS (copies of legal ad):** are to be emailed to the City Clerk the morning of the same day as first publication. The tear sheet should not be the page where the publication is printed, but a reproduced and/or trimmed or enlarged copy of the actual publication.
- D. **BILLING FOR LEGAL ADVERTISEMENTS:** Weekly invoices, with costs broken down showing cost and date of each ad during the billing period, the Department or Division of the City placing that ad, and a brief description of the ad.
- E. **THE CITY OF BILLINGS MAKES NO GUARANTEE** as to the amount of legal advertisement that will be completed during the contract term. During the time of the previous contract, the City spent an average of \$15,000/year on legal advertising. This amount may vary per year and the City makes no minimum guarantee.
- F. **PLEASE INCLUDE A STATEMENT OF THE PUBLISHER'S POLICY** on changes to advertisements. The City of Billings prefers the following:
 - a. **Changes to Ad:** One (1) day prior to publication date by 11:00 am that day.
 - b. **Stopping Ads:** One (1) day prior to publication date by 11:00 am that day.
 - c. **Copy Deadline:** One (1) day prior to publication date by 11:00 am that day.

The City of Billings has included two representative samples of legal advertisements, similar to those that would be placed during the contract term (Exhibit A). The publisher is required to format and produce tear sheets showing how the ad would appear in the publication and the total cost of each ad.

Please include in your proposal copies of Ads as they would appear in your newspaper.



ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

- 1) Company Name
Address:
Contact Name:
Contact Phone:
Contact Email:
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) Do you have Small Business Administration Status? If yes, can you provide documentation?
- 6) What are your standard payment terms?
- 7) References - Please attach a Word® document with all contact information for at least the following three references:
 - a) New Company (started doing business with them in the past 12 months)
 - b) Retained Company (have been doing business with them for 3 + years)
 - c) Former Company (contract terminated in the past 2 years)
- 8) Can you provide a statement and meet the City minimum insurance requirements of \$750,000 per claim and \$1,500,000 per occurrence, and the City being named as an additional insured?

FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City should your coverage change. Are you willing to do this?
- 3) The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment. Are you willing to do this?

QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.



ATTACHMENT B

SAMPLE CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the CITY OF BILLINGS, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "City," and _____, of _____ hereinafter referred to as "Contractor." In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform the services of publishing legal advertisements, more thoroughly described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on _____. The parties may extend this agreement for an additional four 1-year terms, in writing prior to termination each renewal year.

3. **Scope of Work:** The Contractor shall perform the services outlined below. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

A. **PICKUP AND DELIVERY OF ALL LEGAL ADVERTISEMENTS** – One account representative assigned to handle the City account and to work closely with the City Clerk. Account representative will pick up (at the City Clerk's Office) ad copy from the City Clerk as close to Noon on Tuesdays as possible.

B. **AFFIDAVIT OF PUBLICATION** – Affidavit will be delivered or mailed to the City Clerk the same day as final ad publication, except Saturday and Sunday for which affidavits will be due to the City Clerk by the following Tuesday. The Affidavit of Publication will be on pink computer paper or the City's choice of color on commonly available computer paper. Affidavit of Publication will have an exact copy of the ad attached and will be notarized.

C. **TEAR SHEETS (copies of legal ad)** – These are to be emailed to the City Clerk the morning of the same day as first publication. The tear sheet should not be the page where the publication is printed, but a reproduced and timed copy of the actual publication.

D. **BILLING FOR LEGAL ADVERTISEMENTS** will be on a weekly basis. Each department or division of the City will have an account number. A statement is provided weekly for each ad specifying the department or division. The run dates and a brief description of the ad (for identification purposes) will be listed for each legal ad on the statement. The bill(s) will be mailed or emailed to the Finance Department of the City of Billings.

E. **THE CITY OF BILLINGS MAKES NO GUARANTEE** as to the amount of legal advertisement that will be done in the contract period.

F. **THE CITY POLICY FOR THE LEGAL ADVERTISEMENTS** will be:

- (1) **CHANGES TO AD:** By 11:00 a.m. the day prior to publication
- (2) **STOPPING ADS:** By 11:00 a.m. the day prior to publication
- (3) **COPY DEADLINE:** As outlined in Item A.

5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City



employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of both Commercial General liability and automobile insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.**

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

8. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

9. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

10. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

11. Liaison: City's designated liaison with Contractor is _____ and Contractor's designated liaison with City is _____.

12. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

13. Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14. Successors and Assigns: Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.



ATTACHMENT C - PRICE MATRIX

(To be emailed separately with "Legal Advertising RFP Confidential Pricing" as the subject line)

<u>Sample</u>	<u>Price</u>
Cost of Sample A (Ad to run one time)	\$
Cost of Sample A (Ad to run two times)	
Cost of Sample A (Ad to run three times)	
Cost of Sample A (Ad to run four times)	
Cost of Sample A (Ad to run five times)*	
Cost of Sample B (Ad to run one time)	\$
Cost of Sample B (Ad to run two times)	
Cost of Sample B (Ad to run three times)	
Cost of Sample B (Ad to run four times)	
Cost of Sample B (Ad to run five times)*	

*State Law requires certain legal ads to run five (5) consecutive days in a daily newspaper and once per week in weekly newspaper.

	Yes	No
Is your newspaper of general paid circulation?		
Is your newspaper published at least once per week?		
Is your newspaper published in Yellowstone County?		
Has your newspaper been published continuously in Yellowstone County for at least 12 months?		
Do you have a periodicals permit?		

I/We acknowledge _____ addendum.

#

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



ATTACHMENT D

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



ATTACHMENT E

MASTER Q & A FORM

PROJECT: LEGAL ADVERTISING RFP

Master Q&A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	<ol style="list-style-type: none">1. Prepare questions or concerns on the template provided.2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).3. Submit the completed form via email to kampal@billingsmt.gov. Attach associated documents as necessary. <p>Please contact Liz Kampa with any questions regarding this process.</p>

Questions from: _____ Company: _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



ATTACHMENT F

INTENT TO RESPOND FORM

RFP: LEGAL ADVERTISING

Dated _____

Email the following Intent to Respond form to within two (2) days of RFP date even if your company chooses NOT to participate in the RFP.

To: **City of Billings**
Attn: Liz Kampa, Purchasing Agent
Email: kampal@billingsmt.gov

From:	_____	Contact Name
	_____	Company Name
	_____	Company Address

	_____	Phone Number
	_____	Fax Number
	_____	Email Address

We intend to respond to this RFP by the specified due date:

Yes _____ No _____

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



ATTACHMENT G

PROPOSER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

B. General Company and Financial Information

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	



EXHIBIT A

SAMPLE ADS

Sample A

NOTICE OF MEETING

The Public Works Board will hold its regular meeting on Monday, April 12, 2021, at 12:00 PM, online via Zoom and in person.

The meeting is open to any interested members of the public. If you would like to attend the meeting via Zoom or want additional information, please contact Debi Meling, Public Works Director at (406) 657-8230.

"In the event a quorum of the Council is present, no City-related decisions will be made during this meeting or event."

Published on April 2 and 9, 2021.

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

Dept: Public Works
Publish 4/2/2021 & 4/9/2021

Sample B

CALL FOR SEALED BIDS: NOTICE TO BIDDERS

Sealed bids entitled WATERBORNE TRAFFIC PAINT for the City of Billings, Montana, will be received by the Billings City Clerk, P.O. Box 1178, Billings, MT 59103 or via email at bids@billingsmt.gov, until 2:00 PM (MST) on Tuesday, March 23, 2021 and then publicly opened and read aloud via Facebook Live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding the WATERBORNE TRAFFIC PAINT can be obtained by contacting Derick Miller at 4848 Midland Road, Billings, MT 59101, by telephone at 406-657-8250, or via email at millerd@billingsmt.gov. The full bid packet may also be found on the City's website at www.ci.billings.mt.us, by clicking on "Doing Business," and then on "Bids."

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in an amount of \$15,000.00. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Published on March 12 and 19, 2021.

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

Dept: PW_Streets
Publish: 3/12 and 3/19/21