

Contract Routing Form

ROUTING: Routine

printed on: 06/28/2005

Contract between: Capital Newspapers
and Dept. or Division: Clerk's Office
Name/Phone Number:

Project: One-Year Contract With Capital Newspapers For Publication Services

Contract No.: File No.: 01277
Enactment No.: RES-05-00440 Enactment Date: 05/24/2005
Dollar Amount: 0.00

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-28-05	6-29-05
Affirmative Action Director	6-30-05	7-11-05
Kevin Houlihan, Risk Manager	7-12-05	7/12/05
Comptroller <i>Jim</i>	7-12-05	7-12-05
City Attorney <i>992</i>	7-12-05	7-26-05
Mayor	7-26-05	7-26-05

Please return signed Contracts to the City Clerk's Office
Room 103, City-County Building for filing.

Original + 1 Copies

AAP: Contract value < \$25,000



City of Madison Master

City of Madison
Madison, WI 53703
www.cityofmadison.com

File Number: 01277

File Number: 01277

File Type: Resolution

Status: Passed

Version: 1

Reference:

Controlling Body: COMMON
COUNCIL

Requester:

Cost:

Introduced: 05/11/2005

File Name: contract with Capital Newspapers for publication services.

Final Action: 05/17/2005

Title: Authorizing the Mayor and City Clerk to execute a one-year contract with Capital Newspapers for publication services

Notes:

Code Sections:

Agenda Date: 05/17/2005

Indexes:

Agenda Number:

Sponsors: Common Council By Request

Enactment Date: 05/24/2005

Attachments: 01277 Cap Times bid (exhibit A) pdf, 01277 WSJ bid pdf

Enactment Number: RES-05-00440

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	05/11/2005	Fiscal Note Required / Approval	Comptroller's Office/Approval Group	05/11/2005		
1	Comptroller's Office/ Approval Group	05/11/2005	Approved Fiscal Note By The Comptroller's Office	Clerk's Office		05/12/2005	
	Notes: Fruit						
1	Clerk's Office	05/12/2005	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - MISC. ITEMS	COMMON COUNCIL		05/17/2005	
	Notes: CC President Business						
1	COMMON COUNCIL	05/17/2005	Adopt				Pass

Text of Legislative File 01277

..Fiscal Note

Funds are included in the 2005 budget

..Title

Authorizing the Mayor and City Clerk to execute a one-year contract with Capital Newspapers for publication

services

..Body

BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute on behalf of the City, a one-year contract with Capital Newspapers beginning June 1, 2005 and ending May 31, 2006. Under the contract, The Capital Times is designated as the official newspaper of the City of Madison. The Capital Times will publish the proceedings of the Common Council, ordinances, orders and other official notices. The rate of payment is based on the legal rate as provided in the Wisconsin Statutes

CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**
This is a contract between the City of Madison, Wisconsin hereafter referred to as the "City" and Capital Newspapers hereafter referred to as "Contractor "
2. **PURPOSE.**
The purpose of this contract is as set forth in Section 3.
3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**
Contractor will perform the following services and be paid according to the following schedule Exhibit A and Exhibit B. (Attach pages as necessary)
4. **EFFECTIVE DATE.**
This contract shall become effective upon execution by the Mayor, on behalf of the City of Madison.
5. **ENTIRE AGREEMENT.**
The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties
6. **ASSIGNABILITY/SUBCONTRACTING.**
Contractor shall not assign or subcontract any interest or obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.
7. **DESIGNATED REPRESENTATIVE.**
 - A. Contractor designates Ellen Cox as Contract Agent with primary responsibility for the performance of this contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
 - B. In the event of the death, disability removal or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section 25 at its option
8. **PROSECUTION AND PROGRESS.**
 - A. Services under this agreement shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
 - B. The Contractor shall complete the services under this agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
 - C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
 - D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this agreement, and at such other times as the City may specify.
 - E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.
9. **AMENDMENT.**
This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.
10. **EXTRA SERVICES.**
The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price as set forth in Section 23, unless the contract is amended as provided in Section 9 above.

11 **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12 **NON-DISCRIMINATION.**

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race religion, marital status, age color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

13 **AFFIRMATIVE ACTION.**

The Contractor agrees that, within thirty (30) days after the effective date of this contract, the Contractor will provide to the City of Madison Department of Affirmative Action certain workforce utilization statistics using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Department of Affirmative Action no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City of Madison Department of Affirmative Action of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department of Affirmative Action if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The remaining portion of this paragraph is not applicable to Contractors who are determined to be "Exempt" in the following table.

VALUE OF AGGREGATE ANNUAL BUSINESS WITH THE CITY*

NUMBER OF EMPLOYEES	LESS THAN \$25,000	\$25,000 OR MORE
14 or less	Exempt	Exempt
15 or more	Exempt	Not Exempt

*As determined by the City Comptroller

ARTICLES OF AGREEMENT

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that of the following two paragraphs, paragraph A or B is true (check one):

- A It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council on March 20, 2001 for the years 2000-2004.
- B Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978 including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this

Contract value < \$25,000 MED.

16 **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City and that any persons who the Contractor utilizes and provides for services under this contract are employees of the Contractor and are not employees of the City of Madison. The Contractor's taxpayer identification number is _____ (if applicable) The Contractor's social security number is (if applicable) _____

The Contractor is informed that as an independent Contractor, he/she may have a responsibility to make estimated tax returns file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor The Contractor is further informed that he/she may be subject to civil and/or criminal penalties if he/she fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

(THIS PROVISION IS FOR NON-CORPORATE CONTRACTORS ONLY.)

17 **GOODWILL.**

Any and all goodwill arising out of this contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill

18 **THIRD PARTY RIGHTS.**

This contract is intended to be solely between the parties hereto No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19 **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee

20 **LAW APPLIED.**

This contract shall be governed by and construed interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts

21 **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees

22 **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this agreement
- B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this agreement.

23 **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$ N/A

24 **BASIS FOR PAYMENT.**

A. **GENERAL**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section 23 of this contract The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section The rate of payment for "extra services" shall be the rate established in this contract Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services
- (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this contract The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services The final invoice shall be submitted to the City within three months of completion of services under this agreement
- (3) Should this agreement contain more than one service a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this agreement
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this agreement, any amount the City determines the Contractor owes the City whether arising under this agreement or under any other agreement or otherwise
- (7) Compensation in excess of the total contract price will not be allowed unless authorized by an amendment under Section 9 AMENDMENT
- (8) The City will not compensate for unsatisfactory performance by the Contractor

contract, it will complete a model affirmative action plan approved by the Madison Common Council on March 20 2001 for the years 2000-2004

ARTICLE V

(This Article applies only to public works contracts)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action

ARTICLE VI

The Contractor will maintain records as required by Section 3.58(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 3.58(9)(f). The City agrees to keep all such records confidential except to the extent that public inspection is required by law

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this contract or Sections 3.23 and 3.58 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel terminate or suspend this contract in whole or in part
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000) whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor

ARTICLE VIII

(This Article applies to public works contracts only)

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions including sanctions provided for noncompliance

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE", "MBE" and "WBE" shall be substituted for the term "small business" in this Article)

14 **SEVERABILITY.**

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

15 **NOTICES.**

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Ray Fisher, City Clerk

(Department or Division Head)

210 Martin Luther King Jr. Blvd. Room 103

Madison, WI 53703-3342

FOR THE CONTRACTOR:

Ellen Cox

Capital Newspapers Legals Department

(The Capital Times)

B SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City using the procedure set forth in Section 15, NOTICES
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services Section 3 of this agreement including any amendments under Section 9 of this agreement
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this agreement. The notification shall include the justification for the claim for extra compensation or extra time or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing

25 **DEFAULT/TERMINATION.**

- A In the event Contractor shall default in any of the covenants, agreements, commitments or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract
- B Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection the City will pay for all work completed by the Contractor and accepted by the City

26 **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligent acts of the City, its agents or its employees

27 **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure as indicated, against the following risks to the extent stated:

Commercial General Liability

Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: Bodily injury, death and property damage of \$1,000,000 in the aggregate This policy shall also be endorsed for contractual liability in the same amount The subcontractor shall maintain a similar policy covering as insured each subcontractor

Automobile Liability

Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: \$1,000,000 combined single limits for bodily injury and property damage. Subcontractors shall maintain a similar policy covering as insured each subcontractor

Worker's Compensation

Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor as required by Wisconsin Worker's Compensation Law.

Professional Liability

The Contractor shall maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City

As evidence of the above listed coverages, a Certificate of Insurance shall be forwarded to the City Risk Management Office 210 Martin Luther King Jr Blvd , Room 406, Madison WI 53703 prior to the beginning of work under this contract.

28

OWNERSHIP OF CONTRACT PRODUCT.

All of the work product including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17 United States Code, Section 101(2).

As further consideration for the City entering into this contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29

LIVING WAGE (Applicable to contracts exceeding \$5,000).

The Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20 Madison General Ordinances.

IN WITNESS WHEREOF the parties hereto have set their hands at Madison, Wisconsin

Signed this 9 day of June, 2005

CONTRACTOR

Capital Newspapers (The Capital Times)

(Name of Contracting Entity)

By: Mary DeMiro
(Signature)

Date: 9 June 2005

Mari Rosen

(Witness)

Date: 9 June 2005

Check the box which applies:

(Type or Print Name)

(Type or Print Name)

MARY M. DeMIRO
(Type or Print Name)

(Type or Print Name)

is a sole proprietor.

is a partner duly authorized to bind the partnership

is a corporate officer duly authorized to bind the corporation

is duly authorized by the limited liability company

CITY OF MADISON, WISCONSIN
a municipal corporation

By: David J. Cieslewicz
David J. Cieslewicz, Mayor

Date: 7-26-05

By: Ray Fisher
Ray Fisher, City Clerk

Date: 6-29-05

Approved as to Form:

Michael P. May

Michael May City Attorney

Date: 26 July 2005

for T. Brasser

Dean Brasser, City Comptroller

Date: 7-12-05

Kevin Houlihan

Kevin Houlihan, Risk Manager

Date: 7/12/05

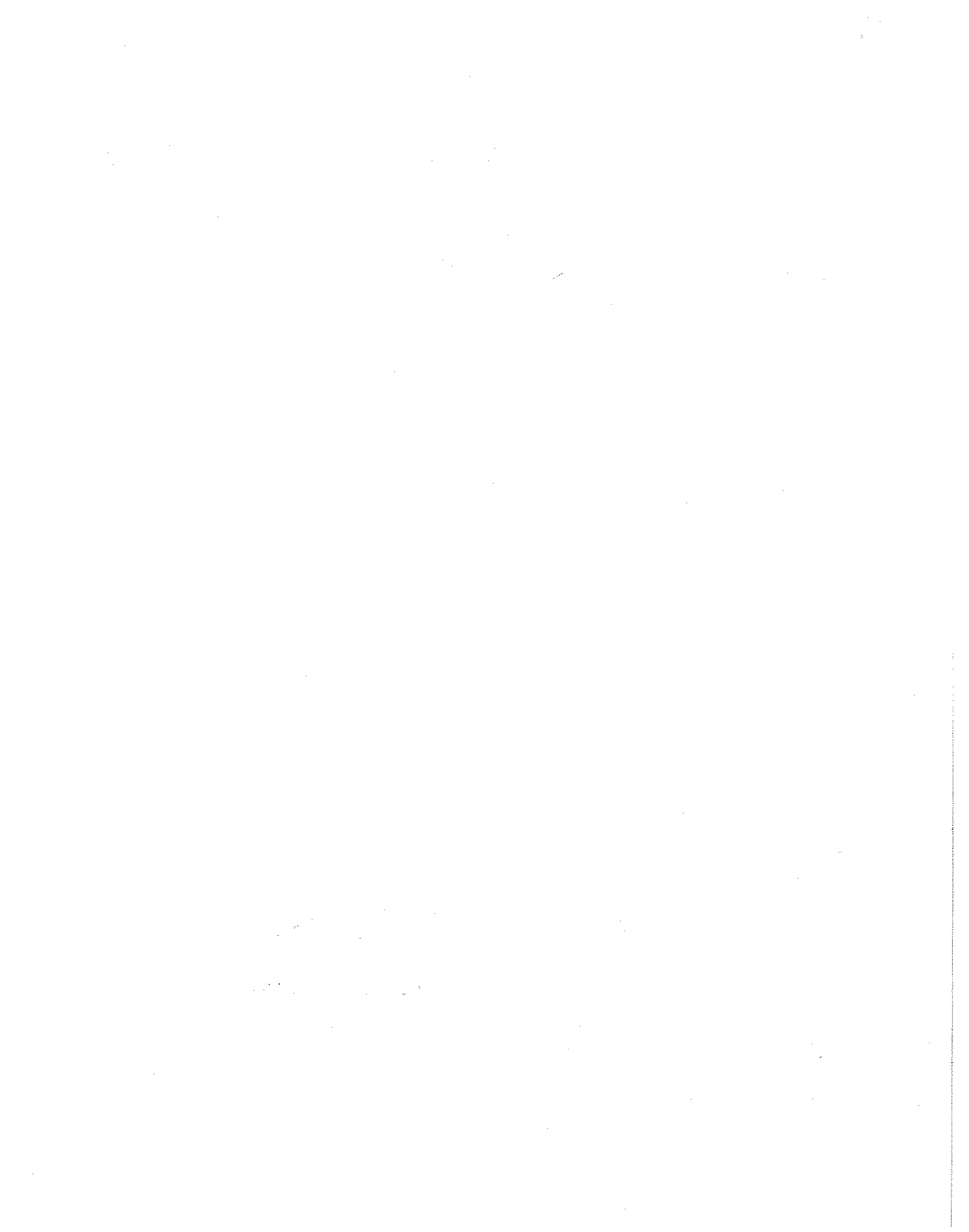


EXHIBIT A

01277



Capital Newspapers

RECEIVED CITY OF MADISON
CLERKS OFFICE

05 MAY -5 AM 10:17

April 28, 2005

Mr Ray Fisher
City Clerk
Room 101, City-County Building
210 Martin Luther King, Jr Blvd
Madison, WI 53703

BID FOR CITY PRINTING

The Capital Times submits its bid as Official Newspaper of Madison according to Wisconsin Statute Sections 985 03 and 985 06 in effect May 31, 2005 for the fiscal period starting June 1, 2005 through May 31, 2006 under terms and conditions agreed to in former contracts, or as changed and/or modified by mutual agreement. Prices stated in Wisconsin Statutes as of May 31, 2005 will continue through the contract period. A rate schedule is attached.

We appreciate the opportunity you have given us to meet your daily publishing needs and look forward to continuing to do business with you. If you have any questions, changes or concerns, please feel free to contact me at 250-5645.

Sincerely,

Ellen M. Morgan

Ellen M Morgan
Sales and Service Supervisor



Capital Newspapers

THE CAPITAL TIMES LEGAL RATES

SINGLE COLUMN	First Insertion	1 0347
	Subsequent Insertions	8129
TWO COLUMN	First Insertion	1 0700
	Subsequent Insertions	8407
THREE COLUMN	First Insertion	1 0817
	Subsequent Insertions	8499

EXHIBIT B
Scope of Services

1. The Capital Times is hereby designated as the official newspaper of the City of Madison.
2. The Printer agrees, for the period of June 1, 2005 until May 31, 2006, to publish the ordinances, election notices, facsimile ballots, orders and other official notices, and proceedings of the Common Council, as requested by the City.
3. The City will pay the Printer for such publication at the legal rate as provided in the Wisconsin Statutes. The Printer will provide a monthly itemized invoice and the City will pay the monthly charge within thirty (30) days of receipt of each invoice.
4. Twelve (12) copies of The Capital Times will be left daily at the Office of the City Clerk, Room 103, City-County Building for clipping and checking purposes; except that no Saturday or Sunday papers will be provided.
5. All printing, publication and advertising published under this contract shall be done in a neat, plain and accurate manner. Ordinances and legal notices shall be published seven (7) business days after delivery of the copy. After the Printer has received the copy, it will provide the City with proof copies so that errors can be corrected. The City agrees that it will pay the cost of correcting errors contained in the copy provided to the Printer. The Printer agrees not to charge the City for the cost of correcting errors made by the Printer.
6. As soon as any publication under this Agreement is complete, the Printer will promptly furnish and file with the City Clerk the proof of publication as provided by Wisconsin Statutes.