

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-89

This Cooperative Purchase Contract is made and entered into this 5th day of March, 2024 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Courier Graphics Corporation, an Arizona Corporation ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of General Printing Services.
- B. Peoria County conducted a competitive and open procurement process through Request for Proposal Solicitation No. P23-0052 that resulted in Contract No. ACON14423 with Contractor ("Agency Contract"); and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. **Materials and or Services Purchased:** Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

GENERAL PRINTING SERVICES

2. **Specific Requirements of City:** Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. **Payment:** City will pay Contractor for satisfactory performance of the Work in an amount not to exceed **FIFTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS AND THIRTEEN (\$57,789.13)**, including taxes and shipping fees; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$50,000; otherwise, City Council approval is required.
4. **Terms and Conditions of Agency Contract Apply:** All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
5. **Certificates of Insurance:** All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov
Phone: 928.213.2276

To Contractor:
Chris Cruz
Courier Graphics Corporation
2621 S 37th St
Phoenix, AZ 85034
Chris_Cruz@couriergraphics.com
602.437.9700

With a copy to:
Jennifer Schaber
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
JSchaber@flagstaffaz.gov
Phone: 928.213.2917

With a copy to:

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

Courier Graphics Corporation:

By: Mark Tennyson
Title: Executive Vice President of Sales

CITY OF FLAGSTAFF

By: Cory Clifton
Title: City Manager

ATTEST:

Stacy Saltburg
City Clerk

APPROVED AS TO FORM:

Angela Wendel For
City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated October 30, 2023

EXHIBIT A
SCOPE OF WORK
(attached)

1. PROJECT PROPOSAL – 1 Page

TO	Flagstaff CVB / Discover Flagstaff Jennifer Schaber		
FROM	Chris Cruz chris_cruz@couriergraphics.com 602-437-9700		
DATE	12/5/2023	ESTIMATE#	Q0003686
		CASE#	3757

PROJECT PROPOSAL

JOB DESCRIPTION	Flagstaff Visitors Guide
TRIM SIZE	4X9
SPECIFICATIONS	80 Page Text + 8 Page Cover
PROOFS	1 Set of Lo Res Proofs 1 Set of Hi Res Proofs
INK COLORS	Text: 4/4 = 4 Color Process / 4 Color Process Cover: 4/4 = 4 Color Process / 4 Color Process
PAPER	Text: 70# House #3 GLOSS-W Book 35.50x22.75 Cover: 70# House #3 GLOSS-W Book 35.50x22.75 FSC stock
BINDERY	Cut, fold, stitch, and box (25 lbs./box) Box in 25 lbs per box Skid Pack
FREIGHT	25,000 City of Flagstaff warehouse; 20,000 Direct Impressions Business Services; 45,000 Certified Folders (estimate freight): \$2,010
QUANTITY & PRICE	80 Pages Text + 8 Pages Cover 90,000 = \$51,362.00 Tax (8.6%) = \$4,417.13 // Total = \$55,779.13

CREDIT LIMIT: \$50,000

PAYMENT TERMS: Net 30 Days

PRICES DO NOT INCLUDE ANY APPLICABLE STATE OR FEDERAL TAXES

Accepted by _____ Date _____ Chris Cruz

PLEASE READ OUR SIMPLE "FINE PRINT"

- Price is valid while supplies last.
- This estimate is subject to review of final art.
- Credit card transactions are subject to a 3% convenience fee.
- Postage is always additional. Please review our postage at www.couriergraphics.com/postage
- Please have designer(s) review our file instructions page before sending artwork at www.couriergraphics.com/send
- Standard terms and conditions can be found here. www.couriergraphics.com/terms



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EXHIBIT B
AGENCY CONTRACT
(attached)

1. PEORIA COUNTY CONTRACT ACON14423 – 34 PAGES



CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

CONTRACT DETAILS

New Contract Amendment Extension Other: _____

Purchasing Job Number: P23-0052J Buyer Name: Drew Ashmun

Vendor / Contractor: Courier Graphics Corp.

Contract Description: General Printing Services

Scope/Change Description: _____

Start Date: 05.01.2023 End Date: 04.30.2025 Term Contract? No Yes Final Expiration: 04.30.2028

FINANCIAL DETAILS

City Department: Office of Communications Department Rep: Tim Eiden

Budget Account #: _____ CIP#: _____

A. This document amount: \$ 0.00

B. Total of all previous executed amounts for this contract: \$ 0.00

C. Total Contract Amount: \$ 0.00

APPROVALS

Council Approval Required?: No Yes: Council Date: _____

City Manager Signature Required? No Yes

Risk Management Approval Required? No Yes: Risk Mgmt Signature: _____

SPECIAL INSTRUCTIONS

CONTRACT NUMBER

ACON14423

MATERIALS MANAGER APPROVAL

Christine Finney



City of Peoria, Arizona Notice of Request for Proposal

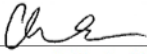


Solicitation No.:	P23-0052	Proposal Due Date: 02.28.2023
Capital Project No.:	N/A	Proposal Due Time: 5:00 P.M. AZ Time
Materials and/or Services:	General Printing Services (Citywide)	Purchasing Agent: Drew Ashmun
Contact Phone:	(623) 773-7116	
Contact Email:	Drew.ashmun@peoriaaz.gov	

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the submitted on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. *Proposals shall be submitted electronically via the City's Procurement Portal (Bonfire) or in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.* Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER



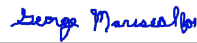

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:	Telephone: <u>602-437-9700</u> Fax: <u>602-437-9232</u>
Name: <u>Chris Cruz</u>	Email: <u>chris.cruz@couriergraphics.com</u>
<u>Courier Graphics Corp</u>	
Company Name	Authorized Signature for Offer
<u>2621 S 37th Street</u>	<u>Chris Cruz</u>
Address	Printed Name
<u>Phoenix</u> <u>AZ</u> <u>85034</u>	<u>Account Executive</u>
City State Zip Code	Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:  _____ Lori Dyckman, City Clerk  City Seal Copyright 2003 City of Peoria, Arizona CC: _____ Contract Number: <u>ACON14423</u> Official File: _____	City of Peoria, Arizona. Effective Date: <u>5/24/23</u> Approved as to form:  _____ Emily Jurmu, Acting City Attorney Contract Awarded Date <u>5/23/23</u> _____  _____ Christine Finney, Materials Manager
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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink or digital signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or



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creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

To the extent applicable, Contractor certifies to City that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in the provisions of ARS § 35-393.

Pursuant to the provisions of ARS §35-394, Contractor certifies that it will not use, during the term of the Agreement, i) the forced labor of ethnic Uyghurs in the People's Republic of China, ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or iii) any contractors, subcontractors, or suppliers that use forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. To the extent that Contractor discovers an issue for its goods or services provided to the City which is in contravention of the certification above, it will notify the City as soon as practicable and take corrective actions in order to remain consistent with its certification.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.



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13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of



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completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.



STANDARD TERMS AND CONDITIONS

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31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for General Printing Services (Citywide).
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
6. **Term of Contract:** The term of any resultant contract shall commence on the effective date indicated on page 1 and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
8. **Proposal Opening:** Proposals shall be submitted no later than the due date and time indicated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
9. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.



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12. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.
13. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
14. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
15. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
16. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
17. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.
18. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. **Required Insurance Coverage:**
 - a. Commercial General Liability



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Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. **Professional Liability**

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.



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All Certificates of Insurance required by this Contract shall be identified with a bid or contract number and title of the project.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.
23. **Independent Contractor:**
- a. General
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. Liability
 - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.
24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.
 - c. The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Manager determines to disclose the information, the Materials Manager shall inform the bidder in writing of such determination.
27. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying



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out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

28. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date
30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
31. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
32. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.



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33. **Business in Arizona:** The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov> for more information. Businesses are cautioned the processing time can be lengthy.
34. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
35. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- Cancel any contract;
 - Reserve all rights or claims to damage for breach of any covenants of the contract;
 - Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - Deduction from an unpaid balance;
 - Collection against the bid and/or performance bond, or;
 - Any combination of the above or any other remedies as provided by law.
37. **Travel:** Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.
38. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.
- The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.



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- b. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at <http://www.peoriaaz.gov/procurement>.



SCOPE OF WORK

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I. INTENT:

The City of Peoria is seeking vendors to print and prepare various promotional, informational, and educational materials that will vary in size and scope.

Such materials may include, but are not limited to: Flyers, posters, banners, business cards, reports, bindery, election materials, publicity pamphlets, envelopes, stationary, magnets, hats, bags, signage, business apparel, trophies, awards, flags, frames, car wraps and other miscellaneous or promotional printing.

It is also understood and agreed that anything created as a result of an award of this contract is considered a work for hire under the U.S. copyright laws and as such, the City of Peoria will own the copyright.

II. REQUIREMENTS:

- A. City of Peoria departments will work directly with the contracted printers for project requirements, specifications, quotes and payment.
- B. On occasion, city departments may have projects that require specialty finishes like die cuts, foil stamping and embossing.
- C. The city will provide text, artwork and photos.
- D. On occasion, city departments may have projects that require mail sort and postage.
- E. It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this contract belongs solely and exclusively to the City of Peoria.
- F. Documents, drawings, artwork and files used in this contract belong to the City of Peoria and are being used with permission.
- G. Contractors shall maintain a high standard of quality work on all printing jobs and must comply with the city's graphics standards, as outlined in the City of Peoria Graphic Standards Manual.
- H. Proofs may be required prior to the production and must be sent to the requesting department. The department will specify how it would like to receive the proof (e.g., email, physical copy delivered).
- I. Printing cannot proceed without the written approval from the city department.
- J. The city reserves the right to refuse poor quality work and will require the contractor to reproduce the work at no additional cost to the city.
- K. The city expects its contract printers to deliver the quantity ordered. If the delivery is short, the printer must reprint enough to cover the shortage at no additional cost. In addition, the city will not pay for overages.
- L. There is no pricing submittal required for this RFP. Competitive quotes will be obtained by City departments for each job. The City does not guarantee a minimum number of jobs or dollar amount of work per contracted printer.
- M. Because of the volatility of the printing industry, the city also reserves the right to add additional printers in the course of the agreements resulting from this solicitation.



SCOPE OF WORK

Solicitation Number: **P23-0052**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

III. ELECTION MATERIALS:

For the publicity pamphlets and other election related materials only, the following additional project-specific requirements apply:

These materials must be mailed to each household containing a registered City of Peoria voter. Pursuant to Arizona Revised Statutes 19-141, publicity pamphlets may be mailed over a period of days but shall be delivered prior to the earliest date early ballots are received by registered voters. A penalty shall be paid by the contractor to the City of Peoria for each day the publicity pamphlet mailing occurs on or after the earliest date for receipt of requested early ballots. The penalty shall be one cent (\$0.01) for each household with a registered voter for each day of late mailing. Supplemental mailings of the publicity pamphlets are not subject to the one-cent penalty.

In the past, publicity pamphlets have been printed on 50 lb. offset paper or newsprint. This depends upon the overall page count and the overall impact on the weight of the piece with respect to postage costs. Consultation with the vendor will be necessary to make decisions regarding paper selection.

Mail publicity pamphlets utilizing the City's non-profit authorization. The vendor shall maintain, or provide for the usage of, a permit to the Phoenix Post Office located at 4949 E. Van Buren St. Phoenix, AZ 85026-9998. The vendor shall use this location unless otherwise notified. The City of Peoria will, either directly or through the Maricopa County Recorder's Office, provide a list of registered voters in either Access/Excel/or CSV format to the vendor.

Compliance with Arizona Revised Statutes 19-123 and the Voting Rights Act of 1965.

All billings must be itemized.

Vendor will receive all documents/information from either the City of Peoria or through the Maricopa County Recorder's Office, including but not limited to: Voter Registration List (Access/Excel/CSV), sample ballots (PDF), maps (PDF), arguments, message from Clerk, voting information, full text of measures, and official ballot language.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P23-0052**

Materials Management Procurement

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I. PROPOSAL EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- A. Qualifications & Experience
- B. Understanding & Method of Approach

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

II. PROPOSAL FORMAT:

A. Qualifications & Experience

1. Provide a brief history of your company, including address, phone, years in business and business hours.
2. Identify previous and current clients/contracts, which are considered identical or similar to this Scope of Services. For each client/contract listed, state the type of service provided. Give the name, title, email address, and telephone number of a person the City may contact. If sub-contractor(s) are utilized as a resource, please provide references relating to their specific participation in this contract.
3. Provide a complete list of all services that can be provided (e.g. graphic design, bindery offset print, web offset process, specialty finishes, etc). Clearly state whether sub-contractors will be used for this contract.
4. Include a list of current in-house equipment and software that will be used to service this contract, to include brand, type (e.g. 4-color press, graphic design software), the approximate age, and condition of the equipment.
5. Identify key staff members and sub-contractors who will be working on City jobs. Include names, specific assignments, length of time in current position (or length of time as a sub-contractor to the vendor), relative qualifications and experience, and any certifications and/or awards received.
6. Provide a minimum of (3) digital samples that illustrate the quality and variety of work that your company produces. The City may ask for hard copy samples. Samples shall be provided at no cost to the City.
7. Describe your Internet capabilities; Do you have a website? If so, do you have or are you willing to provide a dedicated web portal for City of Peoria users? Can City departments place orders online, upload a proof or graphics, design print jobs on your website using design tools? How are files backed up, how are technical issues resolved?
8. Describe the format(s) that you can accept originals. In addition, please identify your preferred format to receive the City's official logos.

B. Understanding & Method of Approach

1. Indicate an understanding of all the requirements outlined in this RFP and indicate agreement with all provisions, terms and conditions.



SUBMITTAL REQUIREMENTS

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2. Describe the proposed services to be performed. Outline your company's Method of Approach to satisfy the requirements outlined in the RFP. Describe how jobs are received and processed through your facility. Identify personnel that are responsible for key functions and how sub-contractors' involvement will be coordinated and managed. Discuss how this structure ensures that work is processed in a timely manner and quality control is exercised.
3. Describe your company's customer service philosophy. Do you have sales staff or dedicated account reps? How will you ensure that the City of Peoria will be satisfied with the service and quality of product?

III. **PROPOSAL DUE DATE:**

Proposals are due no later than **5:00 P.M.** on **February 28, 2023**, unless the RFP is otherwise extended or cancelled via formal Solicitation Amendment.

IV. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:**

- A. Proposals shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- B. **Solicitation Amendments:** Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.



REFERENCES

Solicitation Number: **P23-0052**

Materials Management Procurement

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Please list a minimum of three (3) owner references from similar services whom the Materials Management Division may contact:

1. Company: City of Goodyear
 Contact Name: Sarna Obrien Phone: 623-882-7071
 Email: sarna.obrien@goodyearaz.gov
 Service Name: Inflows Magazine
 Service Cost: \$12,000 - \$20,000
 Service Description: City of Goodyear produces a monthly publication and about 50,000 in quantity.
Courier Graphics handles the printing and mailing.

2. Company: City of Phoenix Elections
 Contact Name: Whitney Juszcak Phone: 602-261-8839
 Email: whitney.juszcak@phoenix.gov
 Service Name: Election Pamphlets
 Service Cost: \$30,000 - \$150,000
 Service Description: Courier Graphics handles the print and mailing for election pamphlets.

3. Company: City of Tempe
 Contact Name: Cynthia Yanez Phone: 480.350.5240
 Email: cynthia@yanez@tempe.gov
 Service Name: Tempe Opportunities - Quarterly Magazine
 Service Cost: \$6,000 - \$10,000
 Service Description: Courier Graphics handles the print and mailing for the Tempe Opportunities Publication.



QUESTIONNAIRE

Solicitation Number: **P23-0052**

Materials Management Procurement

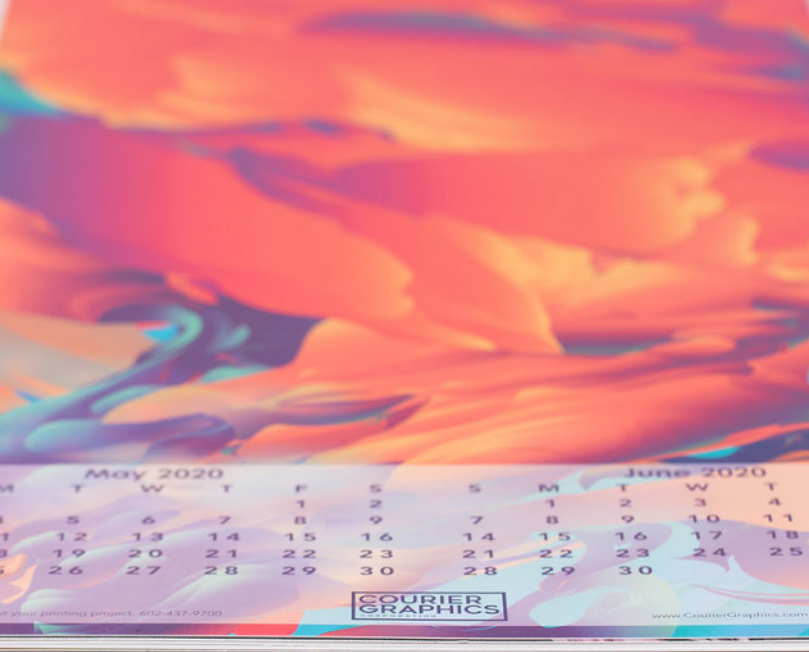
9875 N. 85th Ave., 2nd Fl.
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Offeror acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.

Yes No *If no, give reason below*

Offeror acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

Yes No *If no, give reason below*



CITY OF PEORIA

General Printing Services
Solicitation No.: P23-0052

prepared for

Drew Ashmun

prepared by

Chris Cruz - ACCOUNT EXECUTIVE

chris_cruz@couriergraphics.com

O 602 437 9700 | **C** 480 620 9923m | **F** 602 437 9232

COURIER GRAPHICS CORPORATION

2621 S 37TH Street, Phoenix, AZ 85034

World-class Customer Service.
Nationally Awarded Quality.
Premium Print Technology.



THANK YOU

May 18, 2023

Dear Drew Ashmun,

Courier Graphics would like to thank the City of Peoria for the opportunity to participate in this Request for Proposal for Printing and Mailing Services for the City of Peoria.

Courier Graphics understands the work to be completed and makes a positive commitment to perform the work within the required timeline.

We look forward to growing our relationship by gaining your trust and confidence. When given the opportunity for ongoing programs such as this, not only do our production teams have an opportunity to shine, but they also become innovators of efficiency, improvement, and excellence – all to serve you better.

We are excited to demonstrate our value and contribution in support of the success of your magazine. Should you have any questions, please do not hesitate to contact us.

Chris Cruz

Account Executive

Courier Graphics Corporation



VENDOR QUALIFICATIONS

“Courier Graphics was founded with one goal in mind: Deliver high-quality print products that exceed client expectations in the most efficient, cost-effective way possible.” – Darrell Smith, Founder, Courier Graphics, est. 1976

Three generations later we are still delivering on that principle, and much has changed over nearly five decades since our founding. Today we are 47 years stronger, 47 years wiser, 47 years more advanced, and we have 47 years of following through, without fail, on that original founding principle.

You will always have an open invitation to safely visit our facility and see for yourself just how that vision has grown as Courier Graphics has become one of Arizona’s largest sustainable print facilities providing a world-class work environment for our valued employees.

Experience firsthand how the support of local and regional clients like yourself, along with our passionate and talented employees and strong leadership, have helped to grow Courier Graphics into the company we are today.



CAPABILITIES AND SOLUTION HIGHLIGHTS

Prepress

Insite® File Upload Web Portal

Serving as our client's online project and file submission, collaboration, proofing and approval system, Kodak® also drives the workflow and color management processes at Courier graphics. Clients are able to upload and download files quickly and securely 24/7, providing a seamless, efficient workflow—saving time | capturing critical communications | providing turnkey proofs.

Color Management & Proof

- Kodak Virtual Matchprint®
- Epson Inkjet Proofing Solutions®
- G7 Master Certified® | Assuring accurate match from proof to print.

Print & Finish

Whether your projects are transactional or on-going, Courier Graphics offers a dynamic portfolio of print services designed to meet your specific needs—regardless of the scope, size or frequency of your project.

Our press and finishing lineup include:

- Manroland Heatset 5-color Web Press
- Heidelberg HUV 8-color + Coating Press
- Premium Ink Process
- Coatings: Aqueous | UV | Varnish | Scented
- Perfect Binding
- Saddle Stitching
- Folding | Gluing
- Tip-On Inserts
- Lamination
- Diecutting | Emboss/Deboss | Foil Stamping

Of Special Interest

Advanced Print Technology

- Printing @ 226 Line Screen (coated & uncoated stocks)

Products and Projects Include:

- Marketing Collateral
- Annual Reports
- Books and Booklets
- Event Collateral
- Programs and Directories
- Newsletters, Magazines, Publications
- Custom Envelopes
- Catalogs
- Direct Mail
- Pocket Folders
- Custom Packaging
- Brochure Formats (varied sizes and folds)

Coordination, preparation, and deployment of your direct mail into the US Postal System by our on-site postal experts. Courier Graphics will review and advise clients on current regulations, postal costs and potential savings, and manage the mail process to ensure compliance.

Our mailing services include:

- USPS® Mail Compliance
- USPS Every Door Direct Mail® Certified
- NCOA & Cass Certification Services
- Advanced Data and List Processing
- High-speed & Inkjet Addressing
- USPS Specialty Poly-bagging and Shrinkwrap

Warehousing | Inventory Management

- Custom Online Inventory Management Portal
- Order, Pick-and-Pack, Ship
- Real-time Tracking
- Custom Reports

Environmental

Courier Graphics is acknowledged as a leader in environmental protection practices in the graphic communications industry.

Our initiatives include:

- Extensive Recycling Programs
- Continuous Reduction of Carbon Footprint
- Use of Soy-based Inks and Coatings
- Reduced VOC Emissions through Technology Investments
- Free Pickup of Obsolete Inventory for Recycle

Certifications

- Idealliance G7 Master® Certified
- Forest Stewardship Council® (FSC) Certified
- National Women's Business Enterprise® Certification
- Local First Arizona™ Member



Sustainability is a key factor in our criteria in everything from choosing new equipment to selecting our house stocks. We require our vendor partners to be as environmentally conscious as we are, and we are always looking for ways to reduce waste, create smarter automation of our processes, and do our part to take care of our environment both locally and globally.

SCOTT CARRITT - PRESIDENT, COURIER GRAPHICS



SUSTAINABILITY, THE PRINTING INDUSTRY, & COURIER GRAPHICS.

Yes. We get it. Our industry uses paper. But did you know that sustainability managed forests contribute to the mitigation of CO2 emissions, absorb and store carbon, reduce forest damage and help prevent deforestation? Historically, paper and print didn't conjure up thoughts of an eco-friendly industry. But all of that has changed as the print industry has become part of a global transformation. And along the way, our industry has reinvented itself as a powerful force in a multichannel communications world where environmentally smart marketers are refocusing on print as a sustainable and successful communication vehicle.

Courier Graphics is no exception when it comes to leaning into change in an industry that is leading the way in the use of renewable resources.

Courier Graphics Green Initiatives Include:

- Extensive recycling programs including paper, chemicals, and metals
- Reduced energy footprint by more than 25% over the past 5 years
- Exclusive use of soy based inks
- Reduction of VOC's through planned programs
- Free pickup of obsolete inventory for proper recycling



Courier Graphics is proud to be an FSC® certified print facility. As an FSC Chain-of-Custody® certified company, we offer products from environmentally sustainable, socially beneficial and economically viable sources. We provide a variety of FSC® certified and recycled papers for both our web and sheetfed products. Be sure to ask for our FSC-certified products.



WEBSITE / PORTAL SEND FILES / PDF SETTINGS

Website: Couriergraphics.com

Portal: In-Site and Hightail

Courier Graphics has our own PDF profile.

**When exporting a PDF from any ADOBE product, please export using our settings.
This will ensure you get the best possible printed product.**

Please contact us with any questions at [602-437-9700](tel:602-437-9700) or prepress@couriergraphics.com

DOWNLOAD PDF SETTINGS

Please review the following before sending files:

Sending multiple revisions of files or stopping and starting the proofing process may incur additional charges.

- HIGH RES PDF's are preferred, but we can accept all file types.
- Images are saved as 300 DPI.
- Images are saved as CMYK not RGB.
- Black-and-white images are saved as grey scale or bitmap images.
- PMS colors are labeled and consistent throughout the piece.
- Rich blacks are set to 30% cyan, 30% magenta, 30% yellow & 100% black. [learn more](#)
- Text is saved as 100% black.
- Save as single page PDFs, not as spreads.
- 1/8" bleeds on all sides.
- Type or live area should be .25" from trim. [learn more](#)
- Borders should be at least .25" if near the trim line. (.375 is recommended)
- Please compress before sending by using Zip or Stuffit.
- Your project may be susceptible to web growth. [learn more](#)

Format to send files: Download PDF settings from

For repeat customers, please call and we will set you up with an INSITE username and password. 602-437-9700

SEND A FILE WITH INSITE

For files 3 GB or less, please send via High Tail.

SEND A FILE WITH HIGHTAIL

For files 20mb or less, please email to prepress@couriergraphics.com.

SEND A FILE VIA EMAIL

Please contact us with any questions at [602-437-9700](tel:602-437-9700) or Prepress@couriergraphics.com

WHY CHOOSE COURIER GRAPHICS?

1. Consistent high-quality print work.
2. On Time Every Time Track Record.
3. We can meet deadlines that are critical.
4. One point of contact from start to finish.
5. Able to produce a variety of print products.

HOW WE DO IT?



PREMIUM MATERIALS

We only use the best paper, ink and other ingredients while working on your projects.



SUPERIOR EQUIPMENT

We continually only invest in top-notch equipment giving you the best results every time.



WORLD CLASS TECHNOLOGY

State-of-the-art software makes the end result nothing but outstanding quality.

WHAT OUR CLIENTS SAY...

LAUREL P. | Executive Vice President at MLB.com

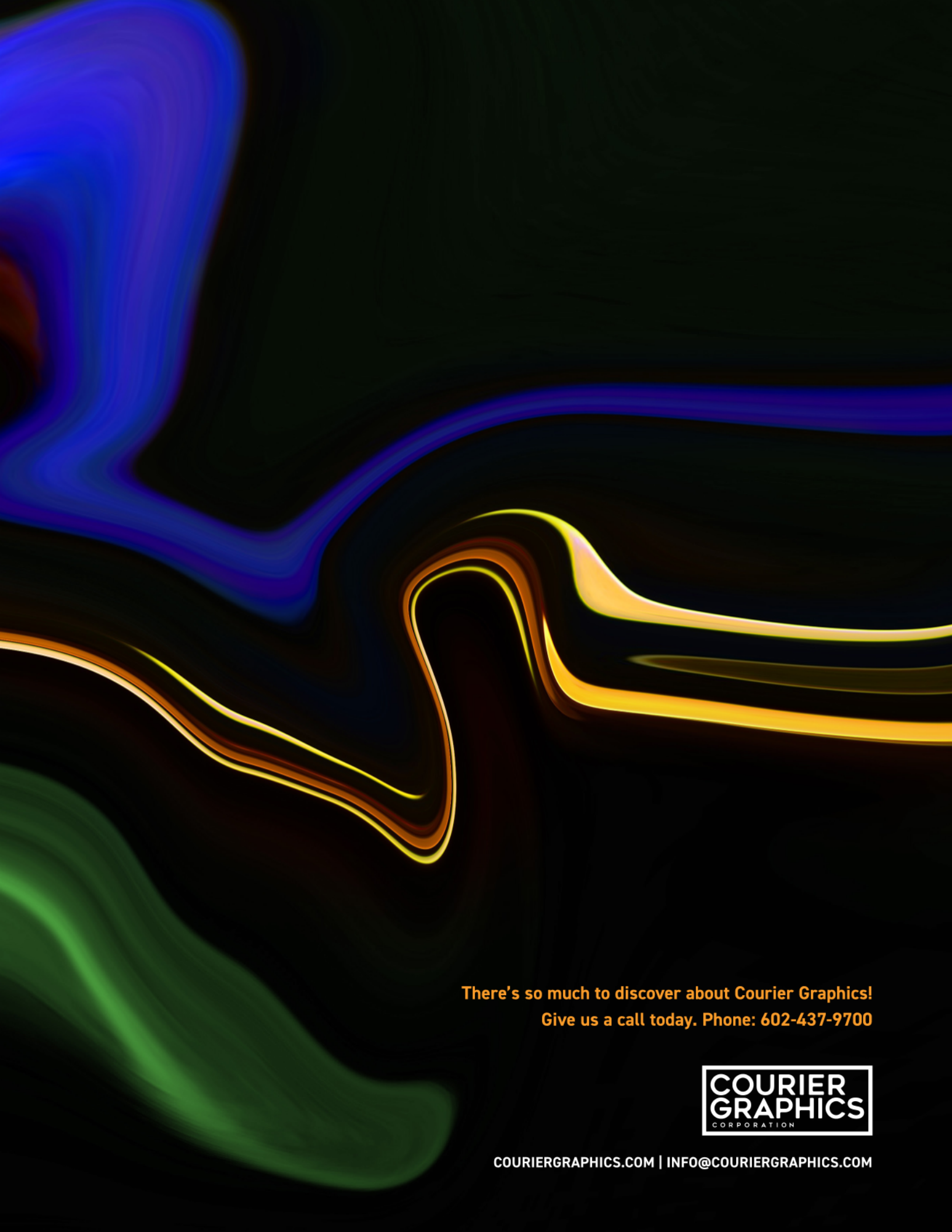
"Courier Graphics is a professional and impressive business capable of performing all project demands, big or small. They do so at competitive prices and have the scope and size necessary to accomplish projects on time. However, reassuring as those impressions are, it's the customer care which distinguishes them as a special place."

JOHN V. | Skeeter Boats

"While there are print shops from coast to coast willing to take your money, very few seek to truly walk alongside a customer, make them feel valuable, take the time to educate them on the options and provide the satisfaction that Courier Graphics has for Skeeter Boats. To see the countless hours of photo shoots, editing images, layout design and a plethora of revisions come to life with each impression of ink on paper is very rewarding, but even more so when you know you're in good hands."

KRISTEN C. | Green Street Communities

"Immediate response – in person! – to my website request for proposal for a big project I was working on. Very impressed with Courier Graphics Corporation on both the level of service and the product knowledge and suggestions. Our final product was beautiful and delivered in amazingly short period of time – on a Sunday! Would recommend Courier Graphics to anyone looking for a printing company."



There's so much to discover about Courier Graphics!
Give us a call today. Phone: 602-437-9700



COURIERGRAPHICS.COM | INFO@COURIERGRAPHICS.COM