

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
BALZIC ENTERPRISE, LLC,  
DBA M&J TROPHIES AND APPAREL**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of August 13, 2018, between the City of Avondale, an Arizona municipal corporation (the “City”), and Balzic Enterprise, LLC, an Arizona limited liability company, dba M&J Trophies and Apparel (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona (“Peoria”) entered into Contract No. ACON06718, dated February 16, 2018 (the “Peoria Contract”), for the Contractor to provide general printing services. A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Peoria Contract, at its discretion and with the agreement of the awarded Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Peoria Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with general printing services, as more particularly set forth in Section 2 below (the “Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 15, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Peoria Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for

renewal in each subsequent year, (ii) the term of the Peoria Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Peoria Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Peoria Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Peoria Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Peoria Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

3. Compensation. For the Initial Term, the City shall pay Contractor an amount not to exceed \$40,000.00 for the Services at the unit rates set forth in the Peoria Contract. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the Contractor an annual amount not to exceed \$25,000.00 for the Services at the unit rates set forth

in the Peoria Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$115,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Peoria Contract will be subject to rejection and may be returned.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration, American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to

comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City’s then current fiscal year. The City’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City’s termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the Peoria Contract and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Peoria Contract, the City shall be afforded all of the rights and privileges afforded to Peoria and shall be the “City” (as defined in the Peoria Contract) for the purposes of the portions of the Peoria Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Peoria to the extent provided under the Peoria Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold

harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:                   City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Charles Montoya, City Manager

With copy to:                   GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to Contractor:               Balzic Enterprise, LLC  
dba M&J Trophies and Apparel  
10802 North 43rd Avenue, Suite 2  
Glendale, Arizona 85304  
Attn: John Balzic

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Charles Montoya, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2018, before me personally appeared Charles Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**“Contractor”**

BALZIC ENTERPRISE, LLC,  
an Arizona limited liability company, dba  
M&J TROPHIES AND APPAREL

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, the \_\_\_\_\_ of BALZIC ENTERPRISE, LLC, an  
Arizona limited liability company, dba M&J TROPHIES AND APPAREL, whose identity was  
proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and  
acknowledged that he/she signed the above document on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
BALZIC ENTERPRISE, LLC,  
DBA M&J TROPHIES AND APPAREL

[Peoria Contract]

See following pages.





# City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No.: **P18-0001(G)** Proposal Due Date: **January 10, 2018**  
 Materials and/or Services: **General Printing Services (Citywide)** Proposal Due Time: **5:00 P.M. AZ Time**  
 RFP Mailing Address: **9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor** Contact: **Christine Finney**  
**Peoria, AZ 85345** Phone: **(623) 773-7115**

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 actual possession of the City of Peoria Materials Management 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 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.* All proposals shall be completed in ink or typewritten. 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: 602-548-4200 Fax: 602-548-4204  
 Name: John Balzic Email: john@manditrophies.com  
M&J Trophies and Apparel  
 Company Name  
10802 N. 43rd Avenue Suite 2  
 Address  
John Balzic  
 Printed Name  
Glendale AZ 85304 Owner  
 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: [Signature]  
 Rhonda Geriminsky, City Clerk

City of Peoria, Arizona. Effective Date: June 16, 2018

Approved as to form: [Signature]  
 Steve Burg, City Attorney

CC: \_\_\_\_\_

Contract Number: \_\_\_\_\_

**ACON06718**

Award Date: June 15, 2018

[Signature]  
 Dan Zenko, Materials Manager



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# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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 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

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

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.
  - d. The Vendor does not participate in, and agrees not to participate in during the term of any resultant contract, a boycott of Israel in accordance with A.R.S. §35-393.01
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, 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.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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 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.

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.
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



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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 a 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 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



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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.
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.



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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. **Contract Type:** Firm Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award (effective date) and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental one-year increments of up to a maximum of three (3) additional years, for a total term not to exceed five (5) years.
9. **Proposal Opening:** Proposals shall be submitted at the time and place designated 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. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
10. **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.
11. **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. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase





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that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the City concurrent with its announcement to other customers. Advanced 30 day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City of Peoria, Materials Management Division.

13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
14. **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.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **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.
18. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
19. **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.
20. **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](mailto:accountspayable@peoriaaz.gov).
21. **Payments:** The City shall pay the Contractor based upon work performed and completed to date, and upon submission of a proper invoice. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
22. **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.
23. **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.



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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.

#### 24. Required Insurance Coverage:

##### a. Commercial General Liability

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 subcontracting 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



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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.

25. **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.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

26. **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.

27. **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.
- ii. 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.

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.



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28. **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.
- 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.
  - 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.
29. **Annual Volume:** 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 volume or quantities actually acquired and that fact should be taken into consideration by each potential contractor.
30. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
31. **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 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.
32. **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.
33. **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.



## SPECIAL TERMS AND CONDITIONS

### Materials Management Procurement

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Fax: (623) 773-7118

Solicitation Number: P18-0001

- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
  - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - e. Ensure that offices and workspaces containing customer information are secure.
  - f. Ensure that computer virus protection is up to date
34. **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 delivery 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.
35. **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.
36. **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.
37. **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](mailto:salestax@peoriaAZ.gov).
38. **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.
39. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
40. **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.
41. **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:
- a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. 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.



## SPECIAL TERMS AND CONDITIONS

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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:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. 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;
- d. 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:
  - i. Deduction from an unpaid balance;
  - ii. Any combination of the above or any other remedies as provided by law.

42. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. 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.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
  - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
  - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
  - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
  - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://www.peoriaaz.gov/NewSecondary.aspx?id=51353>

43. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).

- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/newsecondary.aspx?id=2071>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
- b. The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> in the "Downloads" box on the right side of the web page.



## 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.



## SCOPE OF WORK

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- 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.

### 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.





## SCOPE OF WORK

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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:

- Submit one (1) original and five (5) copies of your proposal.
- Proposals shall be on 8 ½ x 11" paper.
- Proposals should be assembled in the relative order as outlined below (proposal content).

#### 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) samples that illustrate the quality and variety of work that your company produces. Each samples shall be properly tagged or labeled with your company's name and the solicitation number. 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 a dedicated web portal for City of Peoria users? Can City departments place orders online, upload a proof or graphics, design



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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. 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.
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 AND CONTACT INFORMATION:**

Proposals are due no later than 5:00 P.M. on **January 10, 2018**. This is not a post mark date. Proposals must be mailed or hand-delivered to the location indicated below.

City of Peoria - Materials Management  
9875 N. 85th Avenue, 2nd Floor  
Peoria, Arizona 85345

Proposals shall be submitted in a sealed envelope or package with the RFP number and your company's name and address clearly **labeled on the front of the package or envelope as shown below:**

*Attn: Christine Finney  
RFP No: P18-0001, General Printing Services (Citywide)  
Your Company Name*

All questions regarding this RFP should be sent in writing via email to the designated purchasing agent within forty-eight hours prior to the RFP due date and time.

The designated purchasing agent for this solicitation is:

Christine Finney, Purchasing Supervisor  
Phone: (623) 773-7531  
Email: christine.finney@peoriaaz.gov

*Contact with city staff other than the designated purchasing agent indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.*



# QUESTIONNAIRE

Solicitation Number: P18-0001

## Materials Management Procurement

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

1. Company: City of Goodyear

Contact Name: Mike Beadle Phone: 623-882-7532

Email: michael.beadle@goodyearaz.gov

Type of Work: Contract for Apparel for the City of Goodyear

2. Company: Buckeye Parks and Recreation

Contact Name: Miranda Gomez Phone: 623-349-6350

Email: mgomez@buckeyeaz.gov

Type of Work: We have a contract with the City of Buckeye for Apparel

3. Company: City of Glendale

Contact Name: Mike Davis Phone: 623-930-4612

Email: mdavis@glendaleaz.com

Type of Work: We do apparel and awards for Glendale through the Arizona State Contract.



## QUESTIONNAIRE

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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*



## QUESTIONNAIRE

Solicitation Number: P18-0001

### Materials Management Procurement

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes , No .

If yes, please provide details and documentation of the certification.

We are SBE Certified with the City of Phoenix



**City of Phoenix**  
EQUAL OPPORTUNITY DEPARTMENT

**Balzic Enterprises LLC dba M&J Trophies & Apparel**

*IS HEREIN GRANTED*

**SMALL BUSINESS ENTERPRISE (SBE)  
CERTIFICATION**

In the Area(s) of:

**Screen Printing Apparel, Trophies & Promotional Products**

***Certification Eligibility: April 29, 2014 – April 29, 2019***

This certification is valid through the above date provided this firm meets the on going programmatic standards and fulfils the annual update requirement to remain in good standing as a SBE.

*Sin-12*

**Lionel D. Lyons, Equal Opportunity Director**  
**City of Phoenix Equal Opportunity Department**

**ORIGINAL**

**P18-0001**

**GENERAL PRINTING SERVICES**

**M&J Trophies and Apparel**

[www.mandjtrophies.com](http://www.mandjtrophies.com)

**10802 North 43<sup>rd</sup> Avenue**

**Suite #2**

**Glendale, AZ 85304**

**CONTACT**

**John Balzic**

602-548-4200 p / 602-548-4204 f

*[john@mandjtrophies.com](mailto:john@mandjtrophies.com)*

**P18-0001**

**GENERAL PRINTING SERVICES**

**M&J Trophies and Apparel**

**QUALIFICATIONS AND EXPERIENCE**

M&J Trophies and Apparel is an 18 year old company, established in 1999. We are located conveniently on 43<sup>rd</sup> Avenue and Peoria at 10802 N. 43<sup>rd</sup> Avenue Suite 2, Glendale, AZ 85304. I, John Balzic will be the dedicated point of contact for this contract. Our Telephone number is 602-548-4200, fax 602-548-4204, my email address is [john@manditrophies.com](mailto:john@manditrophies.com). I, as the owner, have complete authority to bind this contract. Our hours of operation are Monday thru Friday 9-5:30. I am available after hours by appointment. My cell number is 623-341-3633 if I am needed to be reached after hours.

Throughout the life of our business our growth philosophy has been to take care of the customers we have now. We believe this is how a business should grow, with referrals and long-term relationships. M & J Trophies does not have an outside sales force soliciting new customers nor advertising other than word of mouth. We feel our resources are better used focusing our efforts on taking care of the key to our business, our customers (such as the City of Peoria). In 2004 we had revenues totaling \$575,000 annually. As we are winding down this year, we expect to reach \$2 million in annual revenue.

Our current contracts include the State of Arizona Contract for Apparel, Awards, and Promotional Products. This is our largest contract, as other government agencies (including Peoria) use this cooperatively. This contract allows us to serve agencies including Arizona Game and Fish, The Arizona Attorney General's Office, The Department of Public Safety, and The Department of Economic Security. These high valued clients require quick turn around and attention to detail when it comes to product quality and service.

We also are fortunate enough to service several valley school district contracts including Phoenix Union High School District, Dysart Unified School District, Peoria Unified School District, Glendale Union High School District, Deer Valley Unified, and Washington Elementary. Some city municipalities we serve would include Phoenix Parks and Recreation, Surprise Parks and



Recreation, Avondale Parks and Recreation, Glendale Parks and Recreation, Scottsdale Parks and Recreation, **Peoria Sports and Aquatics**, Arizona Parks and Recreation, and Buckeye Parks and Recreation. All of these entities share a common need, deadlines. If a team does not have uniforms for their first game, or awards for their banquet, the city or school looks bad, which in turn makes us look bad. We pride ourselves in making our customers look good, in a manner that is as easy on them as possible. Once an order is placed you can rest easy and be sure it will be done in a timely manner, with the quality you expect. We understand that coaches, teachers, and recreation coordinators have a job to focus on. We allow them to keep that focus on their job.

In addition to the references listed in this bid, feel free to contact some of our current Peoria Customers such as:

Stacy Beadle [Stacy.Beadle@peoriaaz.gov](mailto:Stacy.Beadle@peoriaaz.gov) 623-773-5247

William Moss [William.Moss@peoriaaz.gov](mailto:William.Moss@peoriaaz.gov) 623-773-7133

Adam Johnson [Adam.Johnson@peoriaaz.gov](mailto:Adam.Johnson@peoriaaz.gov) 623-773-7675

Christian Peck [Christian.Peck@peoriaaz.gov](mailto:Christian.Peck@peoriaaz.gov) 623-773-7143

Kevin Naughton [Kevin.Naughton@peoriaaz.gov](mailto:Kevin.Naughton@peoriaaz.gov) 623-773-8627

Alicia DiJulio [Alicia.DiJulio@peoriaaz.gov](mailto:Alicia.DiJulio@peoriaaz.gov) 623-773-7027

Some of the services we provide include screen-printing apparel, embroidery, awards, and promotional items. We do all of our awards, screen printing, and embroidery locally in our production facility and storefront. Since nothing is subcontracted out, we have a quick turnaround time and most importantly control over the quality of the products we produce. This in turn allows us to keep our promises and is something that M & J prides itself on. There is no middle man to deal with giving us complete control in meeting deadlines. If necessary, we can and do stay late to meet our customer's deadlines.

Increasing production capacity with state of the art equipment/technology and employee expansion have been a few of the key factors in our success. For printing apparel, we currently have 3 manual presses made by Workhorse, capable of up to six colors or full color process printing. We also have an automatic screen-printing press also made by Workhorse capable of 550 shirts and hour. We favor the Workhorse brand because they are local, and make all presses right here in Phoenix. Not only does this help the local economy and the 200 plus workers they employ, but it allows us to get parts same day if ever needed so that we are never down for more

than a few hours if a machine fails. We also have a number press made by Inline Technologies, and offer sublimation on both medal and apparel. For embroidery we have 3 Tajima top of the line embroidery machines. This includes a one head, and two six head machines. This equipment ranges from 2 to 10 years old. Our screen printing presses range from 1 year to 4 years old.

We have the staff, capacity, and experience to handle the volume that will be required with this contract. We feel we have proven this with the current contracts previously listed. Our current company structure has 20 employees. It is comprised of four sales people, two graphic designers, four screen printers, two production preppers, three production assemblers, two embroiderers, and one manager. Our artists have a combined 35 years of experience. Ken McGinty is our lead graphic artist and has 10 years in graphic design and has a bachelor's degree in graphic arts. Our other artist Adam Baizel has 17 years of work experience. Our third artist Mike Harck has 8 years here with our company. The average tenure of our staff is 8 years. I have been in the industry since 1994, and have been the owner of M&J Trophies and Apparel since 2004. Our staff takes a lot of pride in everything they do and produce. The lack of turnover and stability are key elements to the success of our company and the quality of the product we produce

M&J Trophies and Apparel has state of the art digital presence. Our website [www.mandjtrophies.com](http://www.mandjtrophies.com) has over 10,000 items. We have the ability to customize webstores for our customers, so that they can sell specific items we carry online. We are currently making a webstore for the City of Avondale, that will offer various polos for employees to purchase. In addition, we have a design studio that customers can design their own shirts. That link is <https://stores.inksoft.com/mitrophiesdesigner>. City employees can upload logos and incorporate that as part of the design. Because we have an inhouse art staff, we can accept designs in any format. We have the ability to create vector art from anything provided.

**P18-0001**

## **GENERAL PRINTING SERVICES**

### **M&J Trophies and Apparel**

## **UNDERSTANDING & METHOD OF APPROACH**

M&J Trophies and Apparel is interested in the contract with the City of Peoria under Proposal P18-0001. We are a current apparel vendor of the city, and have built relationships with several staff members. During this time period we have established procedures that work well the Peoria Staff and their procurement procedures. The PO process that Peoria uses follows State guidelines, which we are well aware of. We also understand the delivery and packaging requirements that the city desires. For example, when Parks and Recreation has an order, it is preferred that the order is separated and labeled by team. This saves the staff the time of separating 2000 plus shirts. This is one small example of how we make our customers life easier when it comes to purchasing apparel.

Our proposed services for this printing contract would be decorated apparel via the screen printing and/or embroidery process. As well as awards that may need printed, such as plaques, certificates and such. As outlined in the Qualifications and Experience section, this work is all done in house and not outsourced.

We have a "no questions asked" philosophy to satisfy our customers. We do everything in our power to make things right the first time. In the rare case something is not satisfactory (usually a size issue with apparel), we make it right. Although this can get costly, it is less costly to keep a customer than to have to look for a new one. This philosophy has allowed us to grow with no advertising or cold calling. We truly value our relationships with the people we serve. Our sales staff is empowered to make decisions that benefit our customer, without having to follow a protocol of approval.

Our insurance carried on the business includes auto, and the policy exceeds the requirements listed in this RFP. We are compliant with Affordable Care Act and have all Licenses necessary to do business in the State of Arizona.

As previously mentioned, John Balzic will be the dedicated point of contact for this contract. We are conveniently located on 43<sup>rd</sup> Avenue and Peoria at 10802 North 43<sup>rd</sup> Avenue, Suite 2 Glendale, AZ 85304. Our Telephone number is 602-548-4200, fax 602-548-4204, my email address is [john@mandjtrophies.com](mailto:john@mandjtrophies.com). I, as the owner, have complete authority to bind this contract. Or sales staff Claudia Balzic (co-owner), Christopher Burnett, and Cynthia Stautberg will be working under John Balzic to serve this contract.

**P18-0001**

**GENERAL PRINTING SERVICES**

**M&J Trophies and Apparel**

**PRICING STRUCTURE**

Our pricing structure as follows:

- Product Price 20% off catalog suggested retail or website price, including [www.mandjtrophies.com](http://www.mandjtrophies.com)
- Screen-printing cost per location. \$1.00 first color, 50 cents each additional color
- Embroidery Cost. \$3.00 per location
- Engraving and printing on plaques is at no charge. 20% off still applies to price of product.
- Art is at no charge, it is included as part of our service
- Delivery is included at no charge.
- Website setup is at no charge, with a \$1000 minimum purchase.

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
BALZIC ENTERPRISE, LLC,  
DBA M&J TROPHIES AND APPAREL

[Work Orders]

See following pages (to be attached subsequent to execution).