ORIGINAL

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No:	**P08-0053**	Proposal Due Date:	**February 26, 2008**
Materials and/or Services:	**Publicity Pamphlets**	Proposal Time:	5:00 P.M. MST
		Contact:	**Christine Finney**
Location:	City of Peoria, Materials Management	Phone:	(623) 773-7115
Mailing Address:	8314 West Cinnabar Avenue, Peoria, AZ 85345		

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:

Name: WILLIAM E. DOYLE Telephone: 623-561-8346 Fax: 623-561-8402

ELECTIONS OPERATIONS SERVICES — Company Name

William E Doyle — Authorized Signature for Offer

18986 N 74TH DRIVE — Address

WILLIAM E. DOYLE — Printed Name

GLENDALE AZ 85308 — City State Zip Code

OWNER — 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: _____
Mary Jo Kief, City Clerk

CC: _____

Contract Number: CON 21708

Official File: _____

City of Peoria, Arizona. Effective Date: 4/8/08

Approved as to form:

Ellen Van Riper, Assistant City Attorney
Stephen M. Kemp, City Attorney

Contract Awarded Date 4/7/08

Herman F. Koebergen, Materials Manager

COP 203RFP (9/98)HFK

SOLICITATION AMENDMENT

Solicitation No:	P08-0053
Description:	Publicity Pamphlets
Amendment No:	Two (2)
Solicitation Due Date:	March 4, 2008
Solicitation Due Time:	5:00 pm AZ time

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation due date is extended to March 4, 2008 at 5:00 PM Arizona Time.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

3,3,2008
Signature Date

William E. Doyle (owner)
Typed Name and Title

Elections Operations Services
Company Name

18986 N 74th Drive
Address

Glendale Arizona 85308
City State Zip

The above referenced Solicitation Amendment is hereby Executed

February 26, 2008

at Peoria, Arizona

Christine Finney
Buyer

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SOLICITATION AMENDMENT

Solicitation No:	P08-0053
Description:	Publicity Pamphlets
Amendment No:	One (1)
Solicitation Due Date:	February 26, 2008
Solicitation Due Time:	5:00 pm

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation is hereby amended as follows:

Additional information is being provided about the following sample projects for clarification:

Sample Projects 1 and 2 – 20 and 40 page publicity pamphlets are approximately 8 ½ x 11 self cover.

Sample Project 3 – 80 page publicity pamphlet is approximately 8 ½ x 11 self cover, printed on 30# news print.

Sample Project 4 – Voter ID notice is not inserted into an envelope; it folds into itself for mailing.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

3 3 2008
Signature Date

WILLIAM E. DOYLE (OWNER)
Typed Name and Title

ELECTIONS OPERATIONS SERVICES
Company Name

18986 N 79TH DRIVE
Address

GLENDALE AZ 85308
City State Zip

The above referenced Solicitation Amendment is hereby Executed

February 19, 2008

at Peoria, Arizona

Christine Finney
Buyer

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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management
Procurement
8314 West Cinnabar Avenue
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 on the cover page of 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
8314 West Cinnabar Avenue
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 11456.

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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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 pervious 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 contact. 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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of 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 conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

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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.

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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

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.

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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.

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.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P08-0053**

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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 **the Printing of Publicity Pamphlets.**

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:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Fixed Price

7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year 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 periods of up to a maximum of forty-eight (48) months.

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. **Proposal Content:** Specific proposal content requirements are listed on Page 17, Paragraph II.

11. **Submittal Requirements:** Proposal Submittal Requirements are outlined on Pages 17 – 18.

12. **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.

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13. **Evaluation:** 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. Project Understanding & Approach
    b. Firm's & Staff's Experience;
    c. Cost/Fee Proposal;
    d. References from Similar Projects;
    e. Conformance to the Request for Proposals.

    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.

14. **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.

15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.

16. **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.

17. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

18. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

19. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

20. **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.

21. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. 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.

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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.

    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/or 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 00011093 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.

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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 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

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

d. Professional Liability

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

25. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or 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 Aclaims 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.

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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.

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.

    a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

    b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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29. **Confidential Information:**

    a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

    b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

    c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

    d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

30. **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.

31. **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.

32. **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.

33. **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. 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.

34. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department. Format for the usage report will be issued to the successful bidder(s).

35. **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.

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36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

    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.

    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.

37. **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 accomodations within Peoria can be found on the following website: http://visitpeoriaaz.com/accommodations.php

	SCOPE OF WORK	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P08-0053**	

I. INTRODUCTION

Each election year, the City of Peoria distributes Informational/Publicity Pamphlets containing important official voting, election and ballot information to each household containing a registered City of Peoria voter. The City intends to establish a contract with a vendor to provide for the printing and mailing of these important official voting materials.

II. SCOPE OF WORK

The successful vendor shall provide for the translation (Spanish), design and layout, printing and mailing of the pamphlets by non-profit mail to each household containing a registered City of Peoria voter not less than 33 days before the election. Pursuant to Arizona Revised Statutes 19-123, the mailings may be made over a period of days but shall be mailed in order to be delivered to households before the earliest date for receipt by registered voters of any requested early ballots for the general election.

Specifically, the successful vendor shall perform the following duties:

A. Translation of all printed material into Spanish Language.

B. Design and layout of Publicity Pamphlet including typesetting.

C. Consultation with City Staff regarding layout of pamphlet.

D. Printing services **Final version must be provided to Clerk's Office in TEXT AND PDF formats**

- In the past, the 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.

E. Mail pamphlets utilizing the City's non-profit U.S. postage permit (the City of Peoria will provide a list of registered voters in either Access/Excel/or CSV to the vendor).

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

G. All billings must be itemized.

Vendor will receive all documents/information directly from the City of Peoria, 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.

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The following represents the City's previous year's usage data:

Year	# of Pamphlets Mailed	Size of Piece (# of Pages)
2004	35,000	80
5/17/05	39,500	60
9/13/05	41,000	20
11/8/05	41,000	20
9/5/06	43,000	16
9/5/06	66,000 (voter notice letter)	1 page (legal size), printed on yellow 50 lb. offset printed on 2-sides in black ink

The 2007 number is current from Maricopa County Recorders Office webpage. 2008 is estimated with an 8% increase due to the presidential election year. 2009 is estimated with a 2% increase. Reminder: Publicity Pamphlets will be mailed to **each household with a registered voter** (one per household).

Year	# of Voters
2007	67,603
2008	73,011
2009	74,471

SUBMITTAL REQUIREMENTS

Solicitation Number: **P08-0053**

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I. PROPOSAL FORMAT: Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of 20 pages. Additional data support information will not be counted in the 20 page limit. DO NOT BIND THE ORIGINAL COPY.

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission: Failure to provide the requested information below may result in proposal rejection.

A. Project Understanding & Approach
- Understanding of the Scope of Work
- Plan and Method of Approach to accomplish the Scope of Work
  - Service Level Commitment
    - Provide details on the formats vendor will accept as well as procedure for transmitting information.
    - Indicate whether any processes (i.e. design or printing) are outsourced.
    - Provide path of preparation and timeline/deadlines proofing process and for final delivery
- Anticipated City Involvement

B. Experience:
- Firm's & Staff's Experience
- Location of office performing the services

C. Cost/Fee Proposal:
- Provide a fee schedule for the tasks & services specified in the scope of work (be specific).
- Vendor shall include, in their cost proposal a detailed pricing matrix for printing services including the applicable up-charge for paper.
- Vendor shall complete the Price Sheet on Page 19.

D. References from Similar Projects:
- Provide names of former clients on form provided (page 20).

E. Exceptions:
- Any exceptions to any part of the RFP must be clearly noted and identified on form provided (see page 22).

III. EVALUATION: 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. Project Understanding & Approach
b. Firm's & Staff's Experience;
c. Cost/Fee Proposal;
d. References from Similar Projects;
e. Conformance to the Request for Proposals.

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.

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M., Arizona Time, on February 26, 2008.

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
RFP# P08-0053, Publicity Pamphlets
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package. No faxed or electronic proposals will be considered.

All questions regarding this RFP should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.

PRICE SHEET

Solicitation Number: **P08-0053**

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For the purposes of price comparison & evaluation, vendors shall provide prices to furnish & deliver the following four (4) **sample projects.** Please provide pricing below. All pricing shall be for work in accordance with the Scope of Work and include design, layout, consultation, translation into Spanish, printing, labeling and mailing (using the City's non-profit U.S. Postage permit).

Sample Project 1: 20-page publicity pamphlets, printed on 50# offset, saddle stitched, labeled & mailed.

Sample Project 2: 60-page publicity pamphlets, printed on 50# offset, saddled stitched, labeled & mailed.

Sample Project 3: 80-page publicity pamphlets, printed on newsprint, saddled stitched, labeled & mailed.

Sample Project 4: 1-page Voter ID Notice, legal size, printed on 2-sides, black ink, yellow 50# offset, folded, inserted & mailed.

Description	Quantity	Unit	Unit Price	Extended Price
Sample Project 1	40,000	Each	$ .30	$ 11,943.00
	50,000	Each	$ .27	$ 13,707.00
	60,000	Each	$ .26	$ 15,472.00
Sample Project 2	40,000	Each	$ .60	$ 24,181.00
	50,000	Each	$ .56	$ 28,025.00
	60,000	Each	$ .53	$ 31,869.00
Sample Project 3	40,000	Each	$ .54	$ 21,617.00
	50,000	Each	$ .49	$ 24,440.00
	60,000	Each	$ .45	$ 27,263.00
Sample Project 4	66,000	Each	$ .08	$ 5,528.00

PROPOSAL

A. Project Understanding & Approach

- EOS's understanding of the Scope of Work is quite complete.
- The plan and method of approach is to work closely with the City Clerk to insure that deadlines are met and the product is mailed in a timely fashion.
  - EOS will provide all the resources necessary to complete the project on time.
    - EOS will accept Word, WordPerfect and .pdf files (when necessary) files to be transmitted via e-mail.
    - Translating, Printing and Mailing will be outsourced.
    - English version of pamphlet, ballot (Eng and Span from county) and arguments to EOS 85 days prior to election day. Eng and Span version of pamphlet to City Clerk for review and revisions if any, 65 days prior to election. Final version of pamphlet approved by City Clerk to printer 55days prior to election. Printed pamphlet to mailing house 45 days prior to election. 1st mailing of pamphlets 40 days prior to election. 2nd mailing of pamphlets 19 days prior to election.
- City Clerk to provide above, proof same and approve final version of pamphlet for printing.

B. Experience

- 38 years experience. 1970-1985 worked for Maricopa County Elections Department, last position while there was Acting Director. 1985-Present, owner of EOS, we currently provide Translation, Typesetting, Layout, Printing and Mailing Services to over 100 election jurisdictions in Arizona.
- Home office located at: 18986 N 74th Drive, Glendale, AZ 85308.

C. Cost/Fee Proposal

- 1 invoice will be sent for payment after last mailing of pamphlets.
- Pricing:

Consulting:
Project 1 $1,500 Project 2 $1,500 Project 3 $1,500 Project 4 $25

Pamphlet Design, Layout and Typesetting for:

Project 1 (40,000) $1,200	Project 1 (50,000) $1,200	Project 1 (60,000) $1,200
Project 2 (40,000) $2,000	Project 2 (50,000) $2,000	Project 2 (60,000) $2,000
Project 3 (40,000) $3,000	Project 3 (50,000) $3,000	Project 3 (60,000) $3,000
Project 4 (66,000) $100		

Translations:

Project 1 (40,000) $1,000	Project 1 (50,000) $1,000	Project 1 (60,000) $1,000
Project 2 (40,000) $3,000	Project 2 (50,000) $3,000	Project 2 (60,000) $3,000
Project 3 (40,000) $4,000	Project 3 (50,000) $4,000	Project 3 (60,000) $4,000
Project 4 (66,000) $25		

Printing:

Project 1 (40,000) $7,011	Project 1 (50,000) $8,467	Project 1 (60,000) $9,924
Project 2 (40,000) $16,449	Project 2 (50,000) $19,985	Project 2 (60,000) $23,521
Project 3 (40,000) $11,885	Project 3 (50,000) $14,400	Project 3 (60,000) $16,915
Project 4 (66,000) $3,147		

Mailing label, sort and deliver to post office

Project 1 (40,000) $1,232	Project 1 (50,000) $1,540	Project 1 (60,000) $1,848
Project 2 (40,000) $1,232	Project 2 (50,000) $1,540	Project 2 (60,000) $1,848
Project 3 (40,000) $1,232	Project 3 (50,000) $1,540	Project 3 (60,000) $1,848
Project 4 (66,000) $2,231		

QUESTIONNAIRE

Solicitation Number: **P08-0053**

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

1. Company: City of Scottsdale
   Contact: Carolyn Jagger
   Address: 3939 N Drinkwater Blvd, Scottsdale, AZ 85251
   Phone: 408.312.2412

2. Company: City of Flagstaff
   Contact: Margie Brown
   Address: 211 W Aspen Ave, Flagstaff, AZ 86001
   Phone: 928.779.7607

3. Company: City of Yuma
   Contact: Brigitta Kuiper, City Clerk
   Address: One City Plaza, Yuma, AZ 85364
   Phone: 928.373.5035

Solicitation Number: P08-0053
Additional References

City of Surprise
Sherry Aguilar, Clerk
12425 West Bell Road Suite D-100
Surprise, AZ 85374

623.875.4214

City of Chandler
Marla Paddock, City Clerk
55 N Arizona Place
Chandler, AZ 85225

480.782.2180

Tom Schelling, Elections Director
Cochise County Elections
Old Bisbee High School, 3rd Floor
100 Clawson Ave
Bisbee, AZ 85603

520.432.8970

Town of Fountain Hills
Bev Bender, Town Clerk
P.O. Box 17958
Fountain Hills, AZ 85269

480.816.5115

Town of Oro Valley
Kathryn Cuvelier, Town Clerk
11000 North La Canada Drive
Oro Valley, AZ 85737

520.229.4700

City of Lake Havasu City
Carla Simendich, City Clerk
2330 McCulloch Blvd. North
Lake Havasu City, AZ 86403

928.453.4142

More references are available upon request. We current work with 50+ City/Towns in the Translation, Typesetting, Layout, Printing and Mailing of Publicity Pamphlets

	QUESTIONNAIRE	**Materials Management** **Procurement** 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P08-0053**	

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

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

	QUESTIONNAIRE	**Materials Management** **Procurement** 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P08-0053**	

Offerors are to indicate below any exceptions they have taken to the Special Terms & Conditions or Scope of Work:

NONE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DD: DOYLE-1

DATE (MM/DD/YYYY): 04/10/08

PRODUCER
Low & Johnson, Inc.
PMB 618
10645 N. Tatum Blvd, Suite 200
Phoenix AZ 85028-3053
Phone: 480-948-7838 Fax: 480-948-1707

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Election Operations Services
Attn: Bill Doyle
18986 N. 74th Drive
Glendale AZ 85308

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Auto-Owners Insurance	18988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	45401756	01/28/08	01/28/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Peoria, its agents, representatives, officers, directors, officials and employees are named as additional insureds under general liability except excluded for products/completed operations as respects bid #P08-0053.

CERTIFICATE HOLDER

CITYPE2

City Of Peoria
8314 W Cinnabar
Peoria AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dale A Drucker

© ACORD CORPORATION 19

CONTRACT AMENDMENT

Solicitation No P08-0053 Page 1 of 2
Description Publicity Pamphlets
Amendment No Ext 1 Date 01/09/09

Materials Management
Procurement
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Christine Finney

A In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended **The new contract term is 04/08/09 to 04/07/10 .**

B Standard Terms and Conditions are amended to reflect the following changes Paragraph 3, Applicable Law, Paragraph 19, Right to Audit Records, and Paragraph 32, Public Record, are hereby deleted and replaced with the following

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)

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

Signature	Date	Typed Name and Title	Company Name
William E Doyle	2,4,09	William E Doyle	Elections Operations Services

Address	City	State	Zip Code
18986 N 74th Dr	Glendale	AZ	85308

Attested by
Rhonda Simmons
For Mary Jo Kief, City Clerk

CC Number

ACON21708A
Contract Number

Official File

City Seal

(Rev 02/01/08)

Mary Jo Kief
Requested by
Christine Finney
Recommended by

Ellen Van Riper, Assistant City Attorney
Ellen M
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
02/13/09, at Peoria, Arizona

Herman F Koebergen, Materials Manager

A CON 21708A

CONTRACT AMENDMENT

Solicitation No P08-0053 Page 2 of 2
Description Publicity Pamphlets
Amendment No Ext 1 Date 01/09/09

Materials Management
Procurement
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Christine Finney

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 is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities

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

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

19. RIGH T 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

32. PUBLIC RE CORD. All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction

CONTRACT AMENDMENT

Solicitation No: P08-0053 Page 1 of 1
Description: Publicity Pamphlets
Amendment No: Two (2) Date: 1/22/2010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/07/10.

THE NEW CONTRACT TERM IS:

Contract Term: 04/08/10 TO 04/07/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
William E. Doyle	2,3,2010	William E. Doyle	Elections Operations Services

Address	City	State	Zip Code
18986 N. 74th Dr.	Glendale	AZ	85308

Attested by:
Rhonda Simmons
For Mary Jo Waddell, City Clerk

CC Number

ACON 21708B
Contract Number:

Official File

City Seal
(Rev 02/01/08)

Mary Jo Waddell
Requested by:
Christine Finney
Recommended by:
Ellen Van Riper, Assistant City Attorney
Ellen
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
February 4, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 21708B

ORIGINAL

CONTRACT AMENDMENT

Solicitation No: P08-0053 Page 1 of 1

Description: Publicity Pamphlets

Amendment No: three (3) Date: 8/26/2010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney, Buyer II

The above referenced contract is hereby amended as follows:

Page 15 of 22, Section II, Scope of Work, Item A, is hereby amended to include the translation of all election materials. Prices are as follows:

Written translation:
$55.00 per page, maximum 550 words, 8.5 x 11 inch page maximum.
$110.00 per page, maximum 110 words, 8.2 x 11 inch page maximum.
$25.00 minimum charge.

Oral Translation:
$ 100 per hour.

Nothing further.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	9/3/2010	William E. Doyle	Elections Operations Services

Address	City	State	Zip Code
18986 N. 74th Dr.	Glendale	AZ	85308

Attested by: Linda L Blas
for Rhonda Simmons
City Clerk

Rhonda Simmons
Requested by: Rhonda Simmons, Chief Deputy City Clerk

Christine Finney 8/26/10
Recommended by: Christine Finney, Buyer II

Ellen Van Riper, Assistant City Attorney
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed 9-13-, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

CC Number

ACON21708C
Contract Number:

Official File

City Seal

(Rev 02/01/08)

A CON 21708C

CONTRACT AMENDMENT

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0053 Page 1 of 2
Description: Publicity Pamphlets
Amendment No: Four (4), Ext No. 3 Date: 3/7/2011

Buyer: Christine Finney x7531

A. In accordance with Contract Special Terms and Conditions, Page 8, Paragraph 7, Term of Contract, and Paragraph 8, Contract Extension, the above referenced contract shall expire on 04/07/11 and is hereby extended. **The New Contract Term is 04/08/11 to 04/07/12.** CONTRACT EXTENSION NUMBER THREE (3).

B. In addition, the Contract Scope of Work, Page 15, Section II, is hereby REPLACED with the REVISED Scope of Work, Section II as outlined on Page 2 of 2 of this Amendment form.

See attached.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	3,25,11	William E. Doyle	Elections Operations Services

Address	City	State	Zip Code
18986 N. 74th Dr.	Glendale	AZ	85308

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

CC Number

ACON 21708D
Contract Number:

Official File

City Seal
(Rev 02/01/08)

Susan Thorpe
Susan Thorpe, Deputy City Manager

Recommended by: Rhonda Geriminsky

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed March 31, 2011, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager
per

A CON 21708D

CONTRACT AMENDMENT

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

Solicitation No: P08-0053
Description: Publicity Pamphlets
Amendment No: Four (4), Ext No. 3 Date: 3/7/2011

II. SCOPE OF WORK *(REVISED 3/7/2011)*

The vendor shall provide for the translation (Spanish), design and layout, and printing of the pamphlets. The vendor shall mail the pamphlets to each household containing a registered City of Peoria voter. Pursuant to Arizona Revised Statutes 19-123, the mailings may be made over a period of days but shall be mailed in order to be delivered to households before the earliest date for receipt by registered voters of any requested early ballots for the general election.

Specifically, the vendor shall perform the following duties:

A. Translation of all written election materials into the Spanish Language. The City may request the vendor provide oral translations, if needed, which will be billed to the City at an hourly rate.

B. Design and layout of Publicity Pamphlet including typesetting.

C. Consultation with City Staff regarding layout of pamphlet.

D. Printing services **Final version must be provided to Clerk's Office in TEXT AND PDF formats**
   - In the past, the 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.

E. Mail 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 Maricopa County, provide a list of registered voters in either Access/Excel/or CSV to the vendor.

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

G. All billings must be itemized.

Vendor will receive all documents/information directly from the City of Peoria, 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.

All other provisions of the contract shall remainin their entirety.

Nothing Further.

A CON 21708D

CONTRACT AMENDMENT

Solicitation No. P08-0053 Page 1 of 1

Description: Publicity Pamphlets

Amendment No. Five (5) Date: 1/9/12

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 4/7/12. CONTRACT EXTENSION FOUR (4)

LAST YEAR OF CONTRACT

NEW CONTRACT TERM

Contract Term: 4/8/12 to 4/7/13

RECEIVED
CITY CLERKS OFFICE
2012 JAN 11 AM 10:45

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	1,24,12	William E. Doyle	Elections Operations Services

Address	City	State	Zip Code
18986 N. 74th Dr.	Glendale	AZ	85308

Attested By: Wanda Nelson
Wanda Nelson, City Clerk

Susan Thorpe
Susan Thorpe, Deputy City Manager

Rhonda Geriminsky
Recommended By: Rhonda Geriminsky

CC Number

ACON21708E
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

January 31, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 07/05/11)

Official File

A CON 21708E

CONTRACT AMENDMENT

Solicitation No. P08-0053 Page 1 of 1

Description: Publicity Pamphlets

Amendment No. Six (6) Date: 3/25/13

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 4/7/13. CONTRACT EXTENSION FIVE (5) MONTH TO MONTH

This contract is being extended on a month to month basis not to exceed six months or until a new contract is in place. Contract Term: 4/8/13 to 10/7/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	4,2,2013	William E. Doyle	Elections Operations Services

Address	City	State	Zip Code
18986 N. 74th Dr.	Glendale	AZ	85308

Attested By:

for Rhonda Geriminsky, City Clerk

Susan Daluddung, Deputy City Manager

Recommended By: Natalie Gilstrap, City Clerk Specialist

CC Number

Approved as to Form: Stephen M. Kemp, City Attorney

ACON21708F
Contract Number

The above referenced Contract Amendment is hereby Executed

April 11, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 07/05/11)

Official File

A CON 21708F