CITY OF PHOENIX
Procurement Division

INVITATION FOR BID
IFB 16-070 (DC)

BALLOT PACKET MAILING - REQUIREMENTS CONTRACT

PROCUREMENT OFFICER
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Senior Buyer
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Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

☐ 1. All forms have been signed. All of Section V, Submittals, is included.
☐ 2. The prices offered have been reviewed.
☐ 3. The price extensions and totals have been checked.
☐ 4. Any required drawings or descriptive literature have been included.
☐ 5. The delivery information block has been completed.
☐ 6. If required, the amount of the bid surety has been checked and the surety has been included.
☐ 7. Review the insurance requirements, if any, to assure you are in compliance.
☐ 8. The specified number of copies of your offer has been included.
☐ 9. Any addenda have been signed and are included.
☐ 10. The mailing envelope has been addressed to:
    City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

        The mailing envelope clearly shows:
        Your company name and address, the solicitation number, and the bid opening date.

☐ 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.
1. **INTRODUCTION**

The City of Phoenix invites sealed bids for Ballot Packet Mailing for a three (3)-year period commencing on or about May 1, 2016 through April 30, 2019, in accordance with the specifications and provisions contained herein.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

2. **CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION**

Vendors must be registered in the City’s e-Procurement Self-Registration System at [https://www.phoenix.gov/financesite/Pages/EProc-help.aspx](https://www.phoenix.gov/financesite/Pages/EProc-help.aspx) in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City’s e-Procurement system.

3. **SCHEDULE OF EVENTS**

   **Bid Due Date:** Friday, February 26, 2016 at 2:00 p.m.
   Local Arizona Time

   **Bid Submittal Location:** Calvin Goode Building
   City of Phoenix Finance Department
   Procurement Division
   251 W. Washington Street, 8th Floor
   Phoenix, AZ 85003

   **Pre-bid Conference Date:** Wednesday, February 10, 2016 at 8:30 a.m.
   Local Arizona Time

   **Pre-bid Location:** Calvin Goode Building
   City of Phoenix Finance Department
   Procurement Division
   251 W. Washington Street, 8th Floor, Room 854
   Phoenix, AZ 85003

   **Written Inquiries Due Date** Thursday, February 18, 2016 at 10 a.m.

City reserves the right to change dates and/or locations as necessary.

4. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**

Interested offerors may download the complete solicitation and any/all associated from [https://www.phoenix.gov](https://www.phoenix.gov). Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror’s responsibility to check the website and verify all required information is submitted with their offer.

5. **PREPARATION OF BID**

5.1 All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due date.
SECTION I - INSTRUCTIONS

and time. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete to meet the City's needs.

5.2 It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

5.3 The City does 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. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

5.4 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.

5.5 Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

5.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.

5.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

5.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.
SECTION I - INSTRUCTIONS

6. ADDENDA
The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at https://www.phoenix.gov or by calling (602) 262-7181. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

7. LICENSES
If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

8. CERTIFICATION
By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror 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.

9. SUBMISSION OF BID
Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division’s clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror’s Name
Offeror’s Address (as shown on the Certification Page)
IFB Number
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

10. WITHDRAWAL OF OFFER
At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

11. BID RESULTS
Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each offeror and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City’s website.
A preliminary bid tabulation will be posted on the Procurement Division’s website, https://www.phoenix.gov, within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

12. AWARD OF CONTRACT
Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City’s solicitation. Bids do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

13. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST
The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

14. OFFEROR’S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS
The Offeror’s products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.
The City further reserves the right to make unannounced inspections of the Offeror’s facilities (during normal business hours).

15. **SOLICITATION TRANSPARENCY POLICY**

Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager’s Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager’s Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**

16. **PROTEST PROCESS**

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division’s website [https://www.phoenix.gov](https://www.phoenix.gov). Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.
1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION**

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

**May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

- "A.R.S." Arizona Revised Statute
- "Offeror" Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
- "Broker, Packager, Manufacturer's Representative, Jobber" A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or products.
- "Buyer" City of Phoenix, City Procurement Division staff person responsible for the solicitation.
- "CBP" U.S. Customs and Border Control.
- "City" The City of Phoenix
- "Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract/Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- "Contract Representative" The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor’s performance under this contract.
- "Days" Means calendar days unless otherwise specified.
- "Deputy Finance Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
- "Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed
persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“EPA” Environmental Protection Agency

“FIFRA” Federal Insecticide, Fungicide and Rodenticide Act

“FIS” Federal Inspection Services.

“Manufacturer” A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.

“Offer” Means bid or quotation.

“Regular Dealer” A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

“Solicitation” Means an Invitation for Bid (IFB) or Request for Quote (RFQ).

“Suppliers” Firms, entities or individuals furnishing goods or services directly to the City.

“Vendor” A seller of goods or services.

2. CONTRACT INTERPRETATION

2.1 APPLICABLE LAW: This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2 IMPLIED CONTRACT TERMS: Each and every provision of law and any clause required by law to be in the Contract shall 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 shall forthwith be physically amended to make such insertion or correction.

2.3 CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

A. Special terms and conditions
B. Standard terms and conditions
C. Statement or scope of work
D. Specifications
E. Attachments
F. Exhibits
G. Instructions to Offerors
H. Other documents referenced or included in the Invitation for Bid

2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

2.5 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.

2.6 NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.7 PAROL EVIDENCE: This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1 RECORDS: All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2 PUBLIC RECORD: All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering
the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

3.3 CONFIDENTIALITY AND DATA SECURITY: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this Agreement.

3.4 DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated
in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

3.5 **LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

3.6 **ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.

3.7 **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

3.8 **OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

3.9 **HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor’s products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
• A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Offeror’s facilities (during normal business hours).

3.10 COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor’s business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor’s acts.

3.11 LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot established that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.12 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.13 EMERGENCY PURCHASES: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.14 STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item 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 acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

4.1 PAYMENT TERMS: The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.
4.2 PAYMENT DEDUCTION OFFSET PROVISION: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

4.4 DISCOUNTS: Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5 NO ADVANCE PAYMENTS: Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.6 FUND APPROPRIATION CONTINGENCY: The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

4.7 MAXIMUM PRICES: The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.

4.8 F.O.B. POINT: All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

5.1 CONTRACT AMENDMENTS: Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.

5.2 ASSIGNMENT - DELEGATION: No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3 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 Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
5.4 **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. **RISK OF LOSS AND LIABILITY**

6.1 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

6.2 **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

6.3 **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

6.4 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by
reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

6.5 **FORCE MAJEURE:** Except for payment of 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. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the 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 provision, 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 when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

6.6 **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.7 **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. **WARRANTIES**

7.1 **GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

7.2 **QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged,
marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.

7.3 RESPONSIBILITY FOR CORRECTION: It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

7.4 LIENS: Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.

7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES: If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.

7.6 REPAIR AND REPLACEMENT PARTS: Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

7.7 WORKMANSHIP: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY’S CONTRACTUAL RIGHTS

8.1 RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party 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 this contract.

8.2 NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.
8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

8.4 ON TIME DELIVERY: Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.

8.5 DEFAULT: In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

8.6 COVENANT AGAINST CONTINGENT FEES: Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY): Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor’s performance.

8.8 COST JUSTIFICATION: In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City’s request upon termination of this contract. Contractor agrees that all materials prepared under this contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.
9. **CONTRACT TERMINATION**

9.1 **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found 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 making any determinations with respect to the performing of such contract. In the event this contract is canceled 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.

9.2 **CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

9.3 **CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.
1. **FOB POINT**  
Prices quoted shall be FOB destination and delivered, as required, to the following points: United States Postal Service (USPS) located at 4949 East Van Buren Street, Phoenix, AZ 85034; and the City of Phoenix City Clerk Department Customer Service Center, 2640 South 22 Avenue, Phoenix, AZ 85009.

2. **PRICE**  
All prices submitted shall be firm and fixed for the initial three (3) year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to IFB 16-070, Dora Chavez, 215 West Washington St., Phoenix, AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.

3. **AWARD**  
Award will be made on an "all or none" basis. Submittal prices must be shown for each item listed. Solicitations submitted without individual item prices listed will be considered as non-responsive and rejected.

4. **METHOD OF ORDERING (PURCHASE ORDERS)**  
Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5. **METHOD OF INVOICING**  
Invoice must include the following:

A. City purchase order number, requisition number, or contract agreement number.
B. Items listed individually by the written description and part number.
C. Unit price, extended and totaled.
D. Quantity ordered, back ordered, and shipped.
E. Applicable tax.
F. Invoice number and date.
G. Requesting department name and "ship-to" address.
H. Payment terms.
I. FOB terms.

6. **INDEMNIFICATION CLAUSE:**  
(standard service)  
Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that Indemnitee...
will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

INSURANCE REQUIREMENTS:
Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Complete Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The policy shall be endorsed to include the following additional insured language: “The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor”.

Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limits (CSL)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The policy shall be endorsed to include the following additional insured language: “The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

Worker's Compensation and Employers' Liability
Workers' Compensation and Statutory
Employers' Liability
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: procurement.workflow@phoenix.gov.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

**SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the
minimum requirements identified above.

**APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

7. **PARTIAL PAYMENTS**
Partial payments are not authorized on individual written contract order release number issued. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each contract order release number issued against the agreement.

8. **OPTION FOR ADDITIONAL QUANTITIES**
By signing and submitting this solicitation, Offer or agrees that the City may, at any time prior to ballot packet mailing, purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

9. **OPTION TO EXTEND**
The City may, at its option and with approval of the Contractor, extend the period of this contract up to two (2) additional years, in increments of up to one year.

10. **CONTRACT PERFORMANCE**
Offeror shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Offeror.

    The Offeror will have 24 hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Offeror. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

11. **LEGAL WORKER REQUIREMENTS**
The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

   A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

   B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

   C. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

12. **EMERGENCY TWENTY-FOUR HOUR SERVICE**
Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person, with phone number, who is authorized to
release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

13. **POST AWARD CONFERENCE**
   After award the Contractor may be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements.
1. SCOPE
   To provide all labor, materials, equipment, controls, administration and transportation to furnish ballot packet mailing which includes, but is not limited to the addressing, insertion, assembly, and mailing of mail ballot packets, on an as-needed basis for a three-year period of time starting on or about May 1, 2016 through April 30, 2019, in accordance with the specifications, terms, and conditions contained in this Invitation for Bid (IFB).

2. GENERAL DESCRIPTION
   The City of Phoenix, City Clerk Department, Records and Elections Division desires to contract for the addressing, assembly, and mailing of mail ballot packets. During the agreement period, the City is scheduled to conduct a Council Election and a possible Runoff Election and may also conduct additional citywide special elections or elections in fewer than all districts as may be determined by the Council or as required by law. The specific addressing and assembly schedule will be provided to the vendor prior to each election. The dates and quantities for all elections during the contract period will be sent to the successful bidder prior to an election, when the City Council approves the conduct of an election. Note: City of Phoenix daily requests for mail ballots are handled internally.

<table>
<thead>
<tr>
<th>Election Date</th>
<th>August 29, 2017</th>
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<tbody>
<tr>
<td>August 29, 2017</td>
<td>Council Election</td>
</tr>
<tr>
<td>November 7, 2017</td>
<td>Runoff Election</td>
</tr>
<tr>
<td>(If Necessary)</td>
<td></td>
</tr>
</tbody>
</table>

(1) The specifications for this project include the need for an automated process that prints specific voter information and voter name and address onto a ballot affidavit and the insertion of the voter affidavit, an official ballot and three to six additional items into a window mailing envelope. The additional items are described in the Submittal Section. These additional items will be printed and may be folded by the City of Phoenix and inserted by the vendor. Alternatively, the additional items may be submitted to the vendor for folding and insertion.

(2) An option for this contract is the ability to print or affix a U.S. Postal Service Intelligent Mail Barcode (IMB) to the envelope that would provide an outgoing audit trail and mail tracking system for the City of Phoenix.

(3) The vendor shall be responsible for addressing, possibly folding, inserting, presorting and mailing a quantity of approximately 50,000 to 800,000 Mail Ballot packets at a time. The following scheduled dates are listed below. For other special elections, the schedule of dates of mailing will be comparable to those listed below:

<table>
<thead>
<tr>
<th>Election Date</th>
<th>August 29, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin Mailing</td>
<td>August 2, 2017</td>
</tr>
<tr>
<td>Complete Mailing</td>
<td>August 3, 2017</td>
</tr>
</tbody>
</table>

(4) An additional mailing may be needed, which will be determined at a later date, after the close of Voter Registration. The dates and quantity for all other elections will be sent to the vendor as soon as the City Council has approved the conduct of an election (normally 50-90 days prior to an election). The contract will cover all elections conducted from May 1, 2016, through April 30, 2019 with two one-year extension clauses.
NOTE: All Bidders who bid on the project may be required to provide a demonstration of the machines in operations in order to verify capability of Bidder's performance, while working with material provided by City of Phoenix Election staff.

3. QUANTITY
The mail ballot packets will contain an affidavit printed for each voter and the additional items to be inserted will be required. In addition, if the City provides additional items for insertion into the mail ballot packet, a sufficient quantity of overage shall be provided.

<table>
<thead>
<tr>
<th>Election Type</th>
<th>Approximate Quantity Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Mail Election</td>
<td>50,000 to 800,000</td>
</tr>
<tr>
<td>Mayor &amp; Council Election</td>
<td>Quantity will vary</td>
</tr>
<tr>
<td>Runoff Election</td>
<td>Quantity will vary</td>
</tr>
<tr>
<td>Special Election</td>
<td>Quantity will vary</td>
</tr>
<tr>
<td>General Election</td>
<td>Quantity will vary</td>
</tr>
</tbody>
</table>

4. SIZE
The affidavit envelope which is to be addressed and have voter information printed on it will measure 5 5/8” x 10 1/4”. The window envelope to contain the inserted items measures 6 1/8” x 11 1/8”. If the vendor requires a specific size of envelopes in order to meet the specifications of their inserting equipment, the vendor shall be responsible for providing the appropriate quantity. The City of Phoenix will provide the artwork for all envelopes and sign off prior to final printing production.

5. MATERIALS FOR INSERTION
Each mail ballot packet will contain the items listed below:

(1) One Window envelope (Outgoing)
(2) One mail ballot affidavit envelope (Return)
(3) One Official ballot, varying in size between 6 ¾” x 12” folded to 6 ¾” x 4” minimum and 6 ¾” x 5” maximum and 9 3/4” x 20” folded to 9 ¾” x 5”, with letter fold edge. There will be one version per precinct for up to 125 precincts. The City of Phoenix will work with the vendor if the size of the ballot needs to be altered in order to meet the specifications of the equipment or the size of the envelopes.
(4) One Voting Instructions sheet 8 1/2” x 11” folded to 3 3/4” x 8 1/2”, with letter fold edge.
(5) One “Informational Flyer” sheet – 8 1/2” x 11” folded “Frequently Asked Questions” regarding mail ballots.
(6) Optional Item: Additional flyer folded varying in size, but not larger than 8 1/2” x 11.
(7) Optional Item: One information booklet (if needed). This full text booklet size will measure approximately 4” x 9” (5” x 8 1/4” folded trimmed and stitched on newsprint paper with self cover, 1/1 black ink, with approximately 24 pages, 6 sheets). The City reserves the right to consult with the vendor to determine the best size for inserting and mailing. Prior to printing, the City and the vendor will agree upon the exact size and number of pages that may result in a price change which will be consistent with current pricing and agreed upon by the City. Note: It is the intent of the City of Phoenix, Records and Elections Division to provide all of the envelopes, ballots, instructional sheets, and informational flyers.

If vendor can provide a secured area that meets the requirements of the City of Phoenix, the election materials used for the addressing and assembly may be stored at the vendor’s facility. For all items being supplied by the City of Phoenix, a sufficient number of these items will be delivered to the vendor by the
City Clerk staff prior to starting the addressing and inserting process. If the vendor does not have a secured area for storage, at the end of each workday, City Clerk staff will pickup addressed affidavits, Official Ballots and completed packets from the Vendor.

6. PROOFS AND SAMPLE MAIL BALLOT PACKETS
A proof of all materials, including the affidavit shall be required for review and approval prior to the start of assembly. Additionally, proofs for the Runoff Election or any other type of election will be provided approximately 30-50 days prior to the election. Exact dates will be provided prior to each scheduled election.

7. ADDRESSING
The City shall provide the vendor with a file containing data necessary to print the voter information on one or both ends of the same side of the affidavit envelope. The voter name and information will be supplied by the City Clerk Department on CD ROM or through a File Transfer Protocol (FTP) process using ASCII text comma delineated format, or any other format requested by the Vendor for use with their system (as long as that format can be generated by the City).

The following information will be provided:

A. Voter name and mailing address with zip codes to meet postal requirements for delivery. This address must be visible through the window envelope.

B. Voter information which is to be printed on the envelope face to the left of the name and address may vary from the following:
   (1) Election Date:
   (2) Voter ID number and barcode of this number with a two-digit suffix (suffix common to all affidavits). The voter ID and Election number shall be printed with the barcode.
   (3) Precinct number and name – up to 75 characters
   (4) District number
   (5) Affidavit number
   (6) Sequence number
   (7) Ballot style number (if needed)

C. Optional Pricing: In Section V of the bid submittal, the Bidder must offer additional optional pricing to provide information required for United States Postal Service (U.S.P.S.) IMB Codes which provides audit reports and out-going mail tracking or mail sorting. Bidder must also offer prices for additional printing on various envelopes and for possible ballot inserts. All options will be used at the sole discretion of the City.

VERIFICATION: The printer must have a system that verifies the exact number of affidavits printed and must also print sequential numbers on the affidavits. Both of these counts must match the number of records on the files provided. This number will be verified by City staff.

8. INSERTING PROCESS

A. The Vendor shall insert the following items into a window envelope for each voter.
   (1) One Addressed affidavit.
   (2) One Pre-folded official ballot (correct ballot style each voter by district/precinct).
   (3) One folded instruction sheet.
   (4) One “Informational Flyer” sheet - folded “Frequently Asked Questions” regarding mail ballots.
(5) Additional folded flyer, varying in size but no larger than 8 1/2" x 11" (if needed).
(6) One Information booklet (if needed).

B. The inserting must be processed by City Council district and precinct to ensure that the correct ballot for each voter is inserted. There are eight City Council districts and the number of precincts per district varies. **This job must have 100% accuracy on all processes when completed.**

C. The Vendor's inserting equipment must have sensors that will stop the inserting process when the feeder has picked up two items from the same stack, when it has not picked up anything from a stack or it has picked up an incorrect item from the stack. The inserting machine must have the appropriate computer counting devices to determine the number of mail ballot packets inserted by precinct. City Clerk staff will periodically verify this count against the voter data file.

9. **OBSERVATION**
   City Clerk Department employees may be present at any time to observe the addressing of the printed affidavits. City Clerk Department employees may be present to watch the inserting processing and verify insertion of the correct official ballot by district and precinct. The vendor shall provide as many employees as necessary to complete processing, ensure accuracy and quality control, and complete the job as scheduled. The City of Phoenix may request at any time that the number of employees provided by the vendor be increased.

10. **SORTING AND MAILING**
    A. The Vendor shall presort and bundle the mail ballot packets by district according to U.S.P.S. requirements for a first-class mailing, presort by zip code, presort by zip code and carrier route, or any other method that provides the best postal discount. The mailing method, cost and mailing dates must be approved by the City Clerk Department in advance.

    B. Mailing dates for each District will be specified by the City Clerk Department, Records and Elections Division. Specific dates for all other elections will be determined by the City Clerk Department, Records and Elections Division. The City Clerk Department will deposit funds in Permit Number 1208 or another account to cover the mailing expenses or the vendor may invoice the City of Phoenix separately for the mailing fees.

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</thead>
<tbody>
<tr>
<td><strong>Next Confirmed</strong></td>
<td>August 29, 2017</td>
</tr>
<tr>
<td><strong>Election Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Begin Mailing</strong></td>
<td>August 2, 2017</td>
</tr>
<tr>
<td><strong>Complete Mailing</strong></td>
<td>August 3, 2017</td>
</tr>
</tbody>
</table>

C. The Vendor shall provide the postal receipt to the City Clerk Department, Records and Elections Division after mailing.

D. **OPTIONAL:** The vendor must have the ability to generate reports indicating the date the mail ballot packet entered the mail system using the U.S.P.S. Planet Code and corresponding Voter ID number for each packet.
11. **OVERAGE/DAMAGED MATERIALS**
   Any damaged or mutilated mail ballot affidavits or official ballots shall be given to City Clerk Department staff upon completion of work at the end of each day or be destroyed on-site at the vendor facility with City Clerk Department staff supervision.

12. **RETURN OF VOTER INFORMATION**
   Once the job has been completed, the Vendor shall return the voter data file and sign an affidavit stating that all voter records have been purged from their computer system and that all data or other media has been returned as required by the City Clerk Department, Records and Elections Division.

13. **CRITICALITY OF DATES**
   All dates and times listed in this IFB are absolute and cannot be changed. Critical dates of document completion for unscheduled elections will be established by the City Clerk Records and Elections Division as required.

14. **COUNT VERIFICATION**
   The vendor shall provide their audit trail/verification report to the City Clerk Department, Records and Elections Division. The report must include the number of ballot packets and their contents prepared for mailing by district and precinct.

15. **SAMPLE PACKET**
   Sample packets are available upon request by contacting Dora Chavez at, 602-262-7189, or dora.chavez@phoenix.gov.
Please submit **one original and two (2) copies of the Submittal (Section V)**. **Please submit only Section V, do not submit a copy of the entire IFB document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

1. **ALL OR NONE BID PRICE SCHEDULE AND DELIVERY SCHEDULE**

   **Note:** Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

   To provide all labor, materials, equipment, and transportation for ballot packet mailings, as needed, for a three-year period starting on or about May 1, 2016, in accordance with the provisions and specifications referenced or contained herein:

   All prices must be consistent with one another. City will provide envelopes.

   **NOTE:** Includes addressing affidavits, inserting items, and sorting for best postal rate.

<table>
<thead>
<tr>
<th>Quantity Breaks</th>
<th>Preparation of Mail Ballot Packet (packet includes 6 separate items)</th>
<th>Preparation of Mail Ballot Packet (packet includes 5 separate items)</th>
<th>Preparation of Mail Ballot Packet (packet includes 4 separate items)</th>
<th>Preparation of Mail Ballot Packet (packet includes 3 separate items)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35,000 to 100,000</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>101,000 to 200,000</td>
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<tr>
<td>201,000 to 400,000</td>
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<td>$</td>
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<tr>
<td>401,000 and above</td>
<td>$</td>
<td>$</td>
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<td>$</td>
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</tbody>
</table>

2. **ADDITIONAL OPTIONAL PRICES:**

   **Number 1 Option:** **ADDITIONAL price to provide U.S.P.S. IMB Code Services** (for audit reports and outgoing mail tracking services)

   - 35,000 to 100,000 Unit price per 1,000 $_______
   - 101,000 to 200,000 Unit price per 1,000 $_______
   - 201,000 to 400,000 Unit price per 1,000 $_______
   - 401,000 and above Unit price per 1,000 $_______

   **Number 2 Option:** **Printing of Mail Ballot Affidavit Envelopes (Both sides)** 5 5/8” x 10 1/4”

   - 35,000 to 100,000 Unit price per 1,000 $_______
   - 101,000 to 200,000 Unit price per 1,000 $_______
   - 201,000 to 400,000 Unit price per 1,000 $_______
   - 401,000 and above Unit price per 1,000 $_______
SECTION V - SUBMITTAL

Number 3 Option:  Printing of Window Envelopes (Front only) 6 1/8" x 11 1/8"

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price per 1,000</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>35,000 to 100,000</td>
<td>$______</td>
<td></td>
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</tr>
<tr>
<td>201,000 to 400,000</td>
<td>$______</td>
<td></td>
</tr>
<tr>
<td>401,000 and above</td>
<td>$______</td>
<td></td>
</tr>
</tbody>
</table>

Number 4 Option:  Printing of Mail Ballot Inserts (8 1/2" x 11" Duplex) Early Ballot Instructions
(2/2 in English and Spanish)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price per 1,000</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>35,000 to 100,000</td>
<td>$______</td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>401,000 and above</td>
<td>$______</td>
<td></td>
</tr>
</tbody>
</table>

Number 5 Option:  Inserting Full text information Booklet 5" x 8 1/4" Duplex-Folded - Newsprint)
(1/1 in English and Spanish)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price per 1,000</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>35,000 to 100,000</td>
<td>$______</td>
<td></td>
</tr>
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<td>$______</td>
<td></td>
</tr>
<tr>
<td>401,000 and above</td>
<td>$______</td>
<td></td>
</tr>
</tbody>
</table>

Number 6 Option:  ADDITIONAL price to provide folding services (per piece)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price per 1,000</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>35,000 to 100,000</td>
<td>$______</td>
<td></td>
</tr>
<tr>
<td>101,000 to 200,000</td>
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</tr>
<tr>
<td>201,000 to 400,000</td>
<td>$______</td>
<td></td>
</tr>
<tr>
<td>401,000 to above</td>
<td>$______</td>
<td></td>
</tr>
</tbody>
</table>

Number 7 Option:  Labor Rate for Work Outside of Scope

$______ per person hour
3. PAYMENT TERMS
Bidder offers a prompt payment discount of ______% _______ calendar days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 calendar days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

4. DELIVERY
Contractor states that item(s) ordered will be delivered _____ days after receipt of order. This delivery schedule shall include any time for shipping.

5. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name

Telephone Number

Alternate Contact

Telephone Number
OFFER

TO THE CITY OF PHOENIX:
The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. __________________________________________

Use Tax No. for Out-of State Suppliers __________________________________

City of Phoenix Sales Tax No. _______________________________________

Taxpayer’s Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD

Enter City’s Registration System ID Number __________

Located at City’s eProcurement website (see SECTION I - INSTRUCTIONS - CITY’S REGISTRATION)

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature ___________________________ Date __________

Printed Name and Title ____________________________________________

Company Name ________________________________________________

Address ________________________________________________________

City, State and Zip Code __________________________________________

Telephone Number ______________________________________________

Company’s Fax Number __________________________________________

Company’s Toll Free # ____________________________________________

Email Address __________________________________________________

Company Name __________________________________________________

Bid Opening Date: February 26, 2016, 2:00 p.m. Local Time Solicitation No. IFB 16-070 (DC)
ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No.___________. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

__________________________
City Clerk

Approved as to form this 19 day of November, 2014

__________________________
Jim Campion, Deputy Finance Director

Awarded this _____ day of _____________, 2015.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.