

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 13-091

RFP ISSUE DATE: 02/01/2013

Commodity Code(s): 161-16

PROCUREMENT DESCRIPTION: Printing of City Forms

PROPOSAL DUE Thursday, February 28, 2013, 3:00 P.M. Local Time
DATE/TIME:

Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Tuesday, February 19, 2013, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen _____, CPPB E-mail: tony_allen@tempe.gov Phone No: (480)350.8548

Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/procurement and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, three (3) additional copies of RFP response on CD or Flash Drive are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

MG

Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer

Form 201-B (RFP)

"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: _____

Company Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Phone No.: _____ FAX: _____ E-mail: _____

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: _____ or

Arizona Use Tax No.: _____

Federal I.D. No.: _____

City & State Where Sales Tax is Paid: _____, _____

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) _____

Title of Authorized Individual (TYPE OR PRINT IN INK) _____

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror

Date

(H:/RFP 3-2008)

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe (“City”) in the sequence specified herein, on the forms attached hereto, including Vendor’s Offer, Form 201-B (RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal’s number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal’s number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor’s proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (<http://documents.tempe.gov/sirepub/web>).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/procurement) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and 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 Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. The City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, religion, color, national origin, ancestry, physical or mental disability, age, veteran status, marital status, sex, gender, sexual orientation or gender identification. Offeror agrees and covenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
 - C. 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. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by 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, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. 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. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
 - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
 - i) 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.
 - ii) Late performance by a subcontractor.
- C. 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 of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail 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 the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated 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 Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. 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 prior written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (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 replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** 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, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon 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, shall not release the Contractor from any responsibilities or obligations imposed by the 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.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **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.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.
- The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.
43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) 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. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
 - C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

8. **Insurance:**

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, 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 officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. **Worker's Compensation**

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of 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 services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. **Automobile Liability**

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insured's, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term. 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 by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver. The policies, including 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 work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. 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 the 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. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above 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.

9. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Package Label

Please cut out and attach the following label to the outside of your submission.

RFP 13-091

Printing of City Forms

Due Date: Thursday, February 28, 2013

Submitting Firm: _____

Proposal response must be in the possession of the City of Tempe Procurement Office by the stated due date and time.

US Mail parcels sent to the City of Tempe PO Box may not be delivered to the Procurement Office for 24 hours or more after receipt by the City because of internal mail processing procedures. Please keep this potential time delay in mind when **US Mail Service** is utilized.

Delivery addresses are shown below for your convenience.

If sending via US Mail:

Tony Allen
City of Tempe
Financial Services/Procurement Office
P O Box 5002
Tempe, AZ 85280

If sending via courier, FedEx, UPS or hand delivery:

Tony Allen
City of Tempe
Financial Services/Procurement Office
20 E Sixth St (2nd Floor)
Tempe, AZ 85281

Format of Documents

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

It is requested that your CD/Flash drive copies of your response be returned in Word format (a read only format is acceptable) to reduce memory requirements.

Any supplemental documentation that you feel is necessary for your response should be in pdf format, however, the scan should be optimized to low resolution.

For both the hard copy and disc/flash drive copies it is only necessary to include the items marked:

“Return this Section with your Response”

However, each respondent may submit any information it feels necessary to complete their submission.

Scope of Work

The City of Tempe is seeking to obtain proposals for the printing of City forms. The resulting contract(s) will be for an initial period of one-year with four one-year renewal options.

The printing services are utilized by departments Citywide.

The City does not guarantee that all listed forms will be purchased. Vendors should be aware that the City of Tempe has in house printing capabilities and intends to utilize this service when it is advantageous to the City.

Forms are ordered on an as needed basis. Contractor shall not perform any printing services under this contract until notified by a City of Tempe representative.

From time to time, it may be necessary to add or modify forms. Complete information (Name of form, size, number of parts, special instructions, cost, etc.) must be forwarded by the vendor to the Procurement Office for approval prior to production. If approved, contract will be modified to incorporate the new, or modified, form description, specification and pricing. Failure to comply with this provision may result in non-payment.

All artwork and negatives become the property of the City of Tempe and must be returned to the Procurement Office upon expiration of any resulting contract.

Samples of forms will be available for inspection (viewing only) in the City Procurement Office located at 20 E 6th St (2nd floor) in Tempe.

Quoted prices **must include all costs** inclusive of paper stock, printing, handling, shipping, delivery, etc.. **Delivery may require a lift gate equipped vehicle and may also require forms to be delivered to the inside of buildings on various floors.** The City will not pay fuel surcharges.

The City of Tempe prefers to award this contract to a single vendor if pricing is advantageous, however, we reserve the right to make multiple awards and/or to award contract by individual line items, groups of line items, or aggregate award. Submitters are not required to bid all items in order to be considered for award.

Specifications

Only specifications for non-standard size or specialty form are individually listed – standard forms (8-1/2 x 11) are included as a group.

Specifications noted are the best available, however, it is the submitting vendors responsibility to verify all information regarding forms – the City will not allow pricing changes based on incorrect information provided in this RFP.

One Part Forms

1	Vacation Watch/Extra Patrol Request Card
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Size:	8-1/2" x 5-1/2"
Parts:	1
Stock:	White, 90# Index
Ink:	Green

2	Order to Move Vehicle Form
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Size:	8-1/2" x 5-1/2"
Parts:	1
Stock:	Bright Orange, 90# Index
Ink:	Black front and back
Copy:	Front and back change
Special:	6 1/4" adhesive strips with removable liner along top and bottom on back

3	Abandoned Vehicle Form (TPD-05)
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Size:	8" x 5"
Parts:	1
Stock:	Green, 90# Index
Ink:	Black

4	Unattended Vehicle Sticker (TPD-130)
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Size:	4" x 8"
Stock:	Bright Orange, 90# Index
Ink:	Black
Special:	Sticker backing to extend past left and right sides of label by 3/8" – removable adhesive.

5	Accident Information Card (TPD-411)
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Size:	3" x 5"
Stock:	Blue, 90# Index
Copy:	Front and Back Change
Parts:	1
Ink:	Black

6	Citizens Mail-In Report Form (TPD-413)
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Size:	8-1/2" x 11"
Stock:	White, 90 # Index
Copy:	Front and Back Change
Parts:	1
Binding:	Pads of 25
Ink:	Green

7	Incident Report Continuation Form (TPD-423)
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Size:	8-1/2" x 11"
Stock:	White, 90# Index
Copy:	Front
Parts:	1
Binding:	Pads of 25
Ink:	Green

8 Field Information Card (TPD-432)

Size: 5" x 3"
 Stock: Green, 90# Index
 Copy: Front and Back Change
 Parts: 1
 Ink: Black

9 Emergency Traffic (RUET) Card (TPD-446)

Size: 5" x 3"
 Stock: White, 90# Index
 Copy: Front and Back Change
 Parts: 1
 Ink: Black

10 Boat Accident Information Report (TPD-447)

Size: 17" x 11"
 Pages: 4
 Stock: White bond
 Ink: Blue
 Printed: Head to Head
 Perforation and Fold: Vertical perforation running 11" direction at 8 ½" mark. Fold along perforation.

11 DUI Worksheet (TPD-704A)

Size: 17" x 11"
 Pages: 4
 Stock: 24# White Bond
 Ink: Green with screens
 Printed: Head to Head
 Perforation and Fold: Vertical perforation running 11" direction at 8 ½" mark. Fold along perforation.

12 Door Hanger – Meter Accessibility Problem

Size: 4-1/4" x 11"
 Pages: 1
 Stock: Blue, 90# Index
 Ink: Black
 Printed: Front and Back

13 Door Hanger – Water Meter Problems

Size: 8-1/2" x 11"
 Pages: 1
 Stock: Yellow, 90# Index
 Ink: Black
 Printed: Front and Back
 Perforation and Fold: Horizontal perforation running 11" direction at 4-1/4" mark. Fold along perforation

14 Pressure Seal Past Due Notices (TL-001)

Size: 8-1/2" x 11"
 Parts: 1
 Stock: 28# Versseal bond
 Ink: Blue
 Print: Two sides
 Binding: Pressure seals
 Special: 1 window die cut

Tags**15 Tags**

Size: #8
 Pages: 1
 Stock: Various colors, 100#
 Ink: Black
 Printed: Front
 Perforation and Fold: Reinforced hole with string

High Speed Printing Forms

All forms are run on a high speed laser printer – currently a Hewlett Packard (Model 9100DN). Supplier shall assume responsibility for replacement of any media that will not print acceptably on the high-speed laser printer utilized by the City of Tempe.

Adherence to the paper specifications herein noted are essential to prevent perforation tears, jamming, mis-feeding or multi-feeding of forms throughout printing and inserting process.

Media for the printers used by the City of Tempe are characterized by uniform physical properties, freedom from dust and lint, accurate cutting to size and packaging that protects it from moisture and physical damage.

Care in production and shipping shall be taken by the supplier to avoid common media problems.

Perforations must be clean cut (without burrs).

16 Service Suspension Notice

Paper: 24# micro bond, long grain (parallel to the long dimension)
Perforation: Manufactured micro perforation done on-line using rotary press - **off-line or flatsheet perforating will not be accepted**, 50 ties per inch located 3-3/4" from top of form
Size: 8-1/2" x 11"
Color: Authentic yellow (non-tinted)
Artwork: None – blank stock with perforation

17 Irrigation Bill

Paper: 24# micro bond, long grain (parallel to the long dimension)
Perforation: Manufactured micro perforation done on-line using rotary press - **off-line or flatsheet perforating will not be accepted**, 50 ties per inch located 3-3/4" from top of form
Size: 8-1/2" x 11"
Color: Authentic green (non-tinted)
Artwork: None – blank stock with perforation

18 Sales Tax Delinquency & Arrears Statement

Paper: 24# micro bond, long grain (parallel to the long dimension)
Size: 8-1/2" x 11"
Color: White
Artwork: None – Blank Stock

19 Privilege Tax Return

Paper: 24# micro bond, long grain (parallel to the long dimension)
Size: 8-1/2" x 11"
Color: White
Prints: Black - Front and Back
UV dryer used on press to assure no ink transfer and forms ready for immediate use.
Artwork: Camera ready artwork to be supplied

20 Privilege License

Paper: 60# micro bond, long grain (parallel to the long dimension)
Perforation: Located 3-3/4" from top of form
Size: 8-1/2" x 11"
Color: Yellow
Artwork: None – Blank Stock

21 License Renewal Billing

Paper: 24# micro bond, long grain (parallel to the long dimension)
Perforation: Manufactured micro perforation done on-line using rotary press - **off-line or flatsheet perforating will not be accepted**, 50 ties per inch located 3-3/4" from top of form
Size: 8-1/2" x 11"
Color: Green
Prints: Black, Front only. Text changes each year.

22 Customer Service – Blank Form

Paper: 24# micro bond, long grain (parallel to the long dimension)
Perforation: Manufactured micro perforation done on-line using rotary press - **off-line or flatsheet perforating will not be accepted**, 50 ties per inch located 3-3/4" from top of form
Size: 8-1/2" x 11"
Color: White
Prints: None – Blank Stock

Police Forms

23 Arizona Traffic Ticket and Complaint

Size: 8-1/2" x 11-3/4"
Parts: 5
Stock: White CB, White CFB, White CFB, Pink CFB, White CF 33# ledger
Ink: Black front all parts; Gray backer; Crash number red ink, carboned on parts on parts 2 thru 5.
Marginal Words: Red routing imprint bottom margin-right side.
Part 1: Complaint
Part 2: Court Report
Part 3: Prosecutor Copy
Part 4: Defendant Copy
Part 5: Enforcement Copy
Stubs and Perforation: Top 5/8" & bottom 1/4"
Copy Changes – Front: Parts 1 & 5 same
Parts 2 & 3 same as 1 & 5 except desensitized area (Judge's signature)
Part 4 Different copy
Copy Changes – Backer: Part 1, tumble style
Part 4, head to head and copy change
Punching: 2-1/4" holes, 2-3/4" CC all parts
Consecutive Numbers: Crash number upper left in Complaint number field
Marginal words: All parts in lower right
128 Barcode: Printed on Part 1 only
Binding: 25 sets bound at top with printed wrap-around manila tag, 150#
Specials: One (1) perforated removable log sheet 8 1/2 x 3 1/2 as top copy in each book. 20# white, black ink.
Packaging: Packaged in boxes of about 550 each
Warehousing: Typically 20 boxes ordered at a time. Contract warehouses 5 of the 20 boxes for City under next order is placed.

24 Parking Citation

Size: 4 x 9-3/8"
Parts: 2
Stock: 15# white CB, white CF 33# ledger
Ink: Black front and back; Crash number red ink part 1, carboned on part 2.
Stubs and Perforation: Top 1-3/8" & bottom 1-1/8"
Copy Changes: Parts 1 and 2 print same, backer on part 2 prints head to head.
Consecutive Numbers: Crash number in upper right hand on parts 1 and 2
Special: Parts 1 and 2 are tipped at bottom 1 1/8" stub to the mail back envelope.
Mail Back Envelope: 4-5/16 x 9-3/8", 28# white wove, printed 2 sides in black ink. Horizontal perforation 1-3/8" and score 2-1/8" from top flap. The envelopes attached to the citations are consecutively numbered in red ink to match the citation number. Numbers are to appear on the flap side of the envelope.
Binding: 25 form sets bound at top with 150# manila tag wrap-around cover with chipboard.
Special: One perforated removable log-out sheet, 4" x 8" as top copy in each book. 20# white w/black ink.

25 Public Service Fee Response Notice

Size: 4-1/4" x 10-1/2"
Parts: 2
Stock: 15# white CB, white CF 33#
Ink: Black front with Gray highlight; Gray backer ; Crash number red ink part 1, carboned on part 2.
Stubs and Perforation: Top 5/8"
Copy Changes – Front: Parts 1 & 2 same
Copy Changes – Backer: Part 1, tumble style
Part 2, head to head and copy change
Consecutive Numbers: Crash number in center bottom on parts 1 and 2

26 Pawn Shop Ticket

Size: 5-1/2" x 9-1/2"
Parts: 4
Stock: 15 white, 14 green, 14 pink, 15 canary
Ink: Black
Print: Front only
Special: Two stubs – left and right sides, continuous numbering, marginal words, package in boxes of 200

27 Crime Free Multi-Housing Card (TPD-428)

Size: 5-3/4" x 3"
Stock: 15# White CB, 105# Manila tag CF
Parts: 2
Ink: Black
Marginal Words: Red routing imprint bottom margin-center.
Part 1: CFMH Coordinator
Part 2: Community Copy
Stubs and Perforation: Left Side 5/8"
Copy Changes – Front: Part 1 and 2 are the same
Copy Changes – Backer: Part 2

28 Preliminary Missing/Runaway Juvenile Report (TPD-600)

Size: 8-1/2" x 5-1/2"
Parts: 2
Stock: White CB, Yellow CF
Ink: Black
Copy: All parts the same

29 Bicycle Registration Form (TPD-901)

Size: 6" x 5"
Parts: 3
Stock: White CB 1/4" shorter than pink, Pink CFB, Goldenrod CF 1/4" shorter than pink
Ink: Black front, Gray backer
Marginal Words: Red routing imprint bottom margin - center
Part 1: Mail to Police Dept.
Part 2: Owner's Certificate of Registration Keep in a safe place/Do not carry.
Part 3: License Name File Mail to Police Dept.
Stubs and Perforation: Top 3/4" or 5/8" acceptable
Copy - Face: Parts 1, 2, & 3 Same
Copy – Backer: Part 2 change

30 Finders Notification (TPD-213)

Size: 5-1/2" x 5"
Parts: 2
Stock: 15 white. 105 blue
Ink: Black front and back
Stubs and Perforation: Top 5/8"

31 Towed Vehicle Impound Report (TPD-405)

Size: 8-1/2" x 11"
 Parts: 4
 Stock: 20#
 Ink: Black front and back
 Binding: Glue
 Special: Plate change, block out on part 4, marginals

Fire Department Forms**32 Property Information/Inspection Report – Part 1 RFD-138**

Size: Page 1 8-1/2" x 11-5/8"
 Page 2 8-1/2" x 11-7/8"
 Page 3 8-1/2" x 12-1/8"
 Parts: 3
 Stock: 15 white, 14 pink, 15 yellow
 Ink: Black
 Print: Front and Back
 Stubs and Perforation: Stub - top 5/8"
 Special: Staggered, marginal words on all pages (red)

33 Property Information/Inspection Report – Part 2 RFD-139

Size: Page 1 8-1/2" x 11-5/8"
 Page 2 8-1/2" x 11-7/8"
 Page 3 8-1/2" x 12-1/8"
 Parts: 3
 Stock: 15 white, 14 pink, 15 yellow
 Ink: Black
 Print: Front and Back
 Stubs and Perforation: Stub - top 5/8"
 Special: Staggered, marginal words on all pages (red)

34 Property Information/Inspection Report – Part 3 RFD-140

Size: Page 1 8-1/2" x 11-5/8"
 Page 2 & 3 8-1/2" x 11-7/8"
 Page 4 & 5 8-1/2" x 12-1/8"
 Parts: 5
 Stock: 15 white, 14 pink, 14 pink, 14, yellow, 15 yellow
 Ink: Black
 Print: Front
 Stubs and Perforation: Stub - top 5/8"
 Special: Staggered, marginal words on all pages (red)

Miscellaneous Forms**35 T-shirt/cap/card receipt (TKZ-044)**

Size: 4-1/4" x 5-1/4"
 Parts: 3
 Stock: 20#
 Ink: Black
 Stubs and Perforation: Glue
 Special: Pad into books of 25

36 Correction Notice – Code

Size: 8-1/2" x 11"
 Parts: 2
 Stock: 20#, 105# Tag
 Ink: Black
 Stubs and Perforation: Glue
 Special: Hole punch - top

37 Correction Notice

Size:	8-1/2" x 11"
Parts:	2
Stock:	20#
Ink:	Black
Stubs and Perforation:	Glue
Special	2 adhesive strips on back of part 1

Standard Size Multi Part Forms

Forms under this price request shall be non-carbon with glue edge.

Proposal Questionnaire
“Return this Section with your Response”

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder, in response to this RFP.

1. Provide the address of the facility that will supply items to the City of Tempe.

2. Describe your company and its history. Include information about years in the business.

3. Please provide contact information for the primary account representative and a backup contact for the City of Tempe.

Name	Phone	Cell Phone	E-Mail

4. Do you have a local sales representative that would be available to the City?

5. Is the sales representative based in the Phoenix valley?

6. Do you produce your own forms or are you a reseller – subcontracting the actual printing work?

7. What is your normal delivery time after an order is placed?

8. What is your delivery time if an emergency (rush) order is placed?

9. If a rush order is placed, will you produce the form at the quoted price on bid?

Yes _____ No _____

10. If requested, will you print a larger production run of forms, warehouse them at no charge and deliver to the City on an as needed basis?

Yes _____ No _____

11. Will you comply with the requirement of this RFP to provide complete information, pricing and obtain approval from Procurement prior to the production of any additional requested forms not included as part of this RFP?

Yes _____ No _____

12. Will bidder meet or exceed the City of Tempe specifications?

Yes _____ No _____

If No, explain below

13. Can you provide all the requested form to the City of Tempe?

Yes _____ No _____

If No, explain below:

14. Do you agree to the Terms and Conditions of this RFP?

Yes _____ No _____

If No, explain below

15. List three (3) governmental or large corporate references for which you have provided similar services.

Firm or Organization	Contact Name	Phone Number

Proposal Checklist for Submittals

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any information or documents that will clarify your submittal.

Description		Included √
1	One signed and complete original of the RFP response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a	Vendor’s Offer – Form 201B (RFP) has been signed and included with response	
2	Three (3) additional copies of RFP response on CD or Flash Drive – a single copy of your response should be put on each requested CD or Flash Drive - only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a	It is preferred that responses be returned in “Word” format	
b	If utilizing a PDF file format, please optimize the file (low resolution) to lower memory space requirements	
3	Questionnaire has been completed and included	
4	Price information is complete and included	
5	Any addendum(s) have been included	

Evaluation Criteria

An evaluation committee composed of City staff will review the responses and score them according to the criteria listed below. All sub-categories have equal weight unless otherwise noted.

Award Criteria		Weight	x	Rating	=	Points
1	Cost	6 (46%)	x		=	
2	Qualifications of Firm	3 (23%)	x		=	
	a Experience of firm – to include years in the business					
	b Bidder is producer of forms					
	c Ability to provide all requested forms					
	d Availability of local sales representative					
	e References					
3	Delivery Time (normal and rush)	2 (15%)	x		=	
4	Ability to warehouse production runs and deliver on an as needed basis at no additional cost	1 (8%)	x		=	
5	Overall response to RFP	1 (8%)	x		=	
	a Quality, composition and completeness of response					
	b Firms acceptance of City's Terms and Condition of RFP					
Total						

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	8 to 10
Good	6 to 7.9
Average	3 to 5.9
Poor	0 to 2.9

Pricing Section

“Return this Section with your Response”

Quoted prices **must include all costs** inclusive of paper stock, printing, handling, shipping, delivery, etc.. **Delivery may require a lift gate equipped vehicle and may also require forms to be delivered to the inside of buildings on various floors.** The City will not pay fuel surcharges.

All costs shall be quoted in per thousand quantities.

Quantities listed on the Price Sheet are best guess estimated for evaluation purposes and do not obligate the City to order or accept more than actual needs and availability of appropriated funds permit.

The City will rarely print the annual quantities in a single printing. Pricing is requested for print runs as a percentage of the annual quantity to be produced at each printing.

Forms with higher quantities may be ordered on a monthly or quarterly basis.

Carbonless Forms – Per Specifications Page			Percent of annual quantity printed each run			
	Description	Annual Quantity	10%	25%	50%	100%
1	Vacation Watch/Extra Patrol Request Card	2,000	N/R	\$	\$	\$
2	Order to Move Vehicle Form	500	N/R	N/R	\$	\$
2	Abandoned Vehicle Form (TPD-05)	1,000	N/R	\$	\$	\$
4	Unattended Vehicle Sticker (TPD-130)	2,000	N/R	\$	\$	\$
5	Accident Information Card (TPD-411)	20,000	\$	\$	\$	\$
6	Citizens Mail-In Report Form (TPD-413)	5,000	\$	\$	\$	\$
7	Incident Report Continuation Form (TPD-423)	1,000	N/R	\$	\$	\$
8	Field Information Card (TPD-432)	30,000	\$	\$	\$	\$
9	Emergency Traffic (RUET) Card (TPD-446)	1,000	N/R	\$	\$	\$
10	Boat Accident Information Report (TPD-447)	100	N/R	N/R	N/R	\$
11	DUI Worksheet (TPD-704A)	2,500	\$	\$	\$	\$
12	Blue Door Hanger – Meter Accessibility Problem	500	N/R	N/R	\$	\$
13	Yellow Door Hanger – Water Meter Information	1,500	N/R	\$	\$	\$
14	Pressure Seal Past Due Notice (TL-001)	15,000	\$	\$	\$	\$
15	Tags	7,000	\$	\$	\$	\$
16	Service Suspension Notice	30,000	\$	\$	\$	\$
17	Irrigation Bill	5,000	\$	\$	\$	\$
18	Sales Tax Delinquency & Arrears Statement	50,000	\$	\$	\$	\$
19	Privilege Tax Return	145,000	N/R	N/R	\$	\$
20	Privilege License	40,000	\$	\$	\$	\$
21	License Renewal Billing	22,500	\$	\$	\$	\$
22	Customer Service – Blank Form	10,000	\$	\$	\$	\$
23	Arizona Traffic Ticket and Complaint	20,000	\$	\$	\$	\$
24	Parking Citation	5,000	\$	\$	\$	\$
25	Public Service Fee Response Notice	2,000	N/R	\$	\$	\$
26	Pawn Shop Ticket	10,000	\$	\$	\$	\$
27	Crime Free Multi-Housing Card (TPD-428)	5,000	\$	\$	\$	\$
28	Preliminary Missing/Runaway Juvenile (TPD-600)	1,000	N/R	\$	\$	\$
29	Bicycle Registration Form (TPD-901)	1,000	N/R	\$	\$	\$
30	Finders Notification (TPD-213)	2,000	N/R	\$	\$	\$
31	Towed Vehicle Impound Report (TPD-405)	4,000	\$	\$	\$	\$
32	Property Information/Inspection – Part 1 RFD-138	1,000	N/R	\$	\$	\$
33	Property Information/Inspection – Part 2 RFD-139	3,000	\$	\$	\$	\$
34	Property Information/Inspection – Part 3 RFD-140	1,000	N/R	\$	\$	\$
35	T-shirt/caps/card receipt	250	N/R	N/R	N/R	\$
36	Correction Notice – Code	5,000	\$	\$	\$	\$
37	Correction Notice	2,500	\$	\$	\$	\$

NR – Pricing not requested for that quantity

Pricing Section

“Return this Section with your Response”

Multi part forms

Typical City usage for this category of forms exceeds 100,000 annually.

Base Specification

Size	8-1/2" x 11"
Stock	15,14, . . . 15
Prints	1/0
Binding	Glue

Carbonless Forms		Quantity to be Printed				
		100	250	500	1,000	2,000
	2 part	\$	\$	\$	\$	\$
	3 part	\$	\$	\$	\$	\$
	4 part	\$	\$	\$	\$	\$
	5 part	\$	\$	\$	\$	\$
Upgrades and Additional Charges						
	Upgrade to 20# stock	\$	\$	\$	\$	\$
	Hole punch	\$	\$	\$	\$	\$
	Marginal in red	\$	\$	\$	\$	\$
	Print second side	\$	\$	\$	\$	\$
	Two color	\$	\$	\$	\$	\$
	Numbering	\$	\$	\$	\$	\$
	Pad into sets	\$	\$	\$	\$	\$

* Applicable Tax ____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of ____ % ____ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:	Cecilia Miller	Letters A – H
	Ramona Zapien	Letters I – Z
	Dana Janofsky	General AP Inquiries and AP Checks