

REQUEST FOR PROPOSALS

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	CR 19-060
Solicitation Title:	Citywide Promotional Products and Services
Release Date:	May 8, 2019
Advertisement Dates:	May 8, and May 15, 2019 – Southwest Valley Republic May 9, 2019 – Arizona Republic
NON-MANDATORY Pre-Submittal Conference:	May 22, 2019 9:00. a.m. (local time, Phoenix, Arizona) Avondale City Hall 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries:	May 28, 2019
Proposal Due Date and Time:	June 6, 2019 3:00 p.m. (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	June 13, 2019
Oral Interviews (if necessary):	June 25, 2019
Target City Council Award Date:	July 22, 2019
Anticipated Agreement Start Date:	July 23, 2019
RFP Administrator:	Loretta Browning lbrowning@avondaleaz.gov 623-333-2029

* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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PART I. RFP PROCESS; AWARD OF AGREEMENT

1. **Purpose; Scope of Work.** The City of Avondale (the “City”) is issuing this Request For Proposals (“RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Vendors”) to provide the City with various branded promotional products used to support, market and promote the City’s operations and activities (“Services”). The Services are to be ordered on an as-needed basis. The goal of the City is to select one or more Vendor(s) to assist the City with providing consistent appearance and quality for all branded promotional materials in a timely manner as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.1 **Background.** The City is seeking proposals from qualified printing services to produce various creative professionally branded (printed on) materials. Examples of projects include but are not limited to: magnets, hats, tote bags, business apparel, T-shirts, trophies and awards, drinkware, koozies, writing instruments and other miscellaneous promotional printing. Some City Representatives may have projects that are considered industry specific, such as police, fire & medical, and public works.

The printing services will be used on a per project basis by the City. The City is seeking a contractor willing to extend pricing agreed upon for this Agreement to all City Representatives and services.

1.2 **Qualifications.** The Vendor must have expertise, demonstrated ability, and a minimum five (5) years’ experience providing branded promotional products and services, and meet the following minimum qualifications.

- A. Vendor must be able to provide the City, at no cost, consultation services related to producing branded promotional items as performed under the scope of work of the resultant contract.
- B. Vendor must be a professional distributor of branded promotional products capable of providing items such as, but not limited to: writing instruments, drinkware, hats and apparel, trophies and awards, toys, bags, packaged candy, electronic/technology giveaways and other industry specific specialty items on an as-needed basis.

1.3 **Preparation/Submission of Proposal.** Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

- A. **Irregular or Non-responsive Proposals.** The City may consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to

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make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one hardcopy original and one PDF copy** of the Proposal on a flash drive or other similar electronic storage device. The PDF file must be in one file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The Proposal shall be a maximum of **18** pages to address the Proposal criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of proposals. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being determined non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) Vendor Information Form, with **original ink signature**.
- (3) References.

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- (4) Project Schedule, if required.
- (5) Resumes, Licenses and Certifications (if required).
- (6) Fee Proposal, with an **original ink signature**, and the same number of copies as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.
- (7) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **(CR19-060) Citywide Promotional Products and Services, Procurement Administrator: Loretta Browning, Ext. 2029** on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323. Proposals must be received in the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw

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its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, via e-mail or hard copy by the date indicated on the cover page of this RFP. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time. Any Vendor found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondaleaz.gov/procurement>. The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written amendment or addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

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1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum may result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at www.avondaleaz.gov/procurement.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager, or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

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C. No Gratuity. It 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 City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. **PRICES SHALL NOT BE READ.** The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

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B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

PART II. PROPOSAL FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of

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points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 20 pts.

- (1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).
- (2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- (3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.
- (4) Provide a general description of the Vendor's organization, including years in business.
- (5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.
- (6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.
- (7) Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor – 60 pts.

- (1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to professional printing of promotional and marketing materials and/or apparel.

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(2) Provide a list of at least three (3) organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references may result in the Proposal being considered non-responsive.

(3) The RFP Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

(4) Describe your company's capacity to perform the work that likely will be associated with this Scope of Services. Indicate which services (i.e. embroidery, imprinting, etc.) you would perform in-house and which would require outside vendors.

C. Key Positions - 20 pts.

(1) Identify each key personnel member that will render services to the City including title and relevant experience required.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the City.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor.

D. Proposed Services Provided and Project Approach- 80 pts.

(1) Provide a description of the type of services proposed. Include a sample of the proposed Services and schedule of operations as it relates to the Scope of Work.

(2) Describe the Vendor's approach to performing the required Services in the Scope of Work provided in the Professional Services Agreement in Exhibit B, of this RFP.

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- (3) Provide a list of brand names that your firm offers for promotional items.
- (4) Describe how your firm stays informed of product recalls and the processes you have in place to ensure applicable customers are notified promptly.
- (5) Describe unique and creative ways of providing value to your clients that set your firm apart from the competition.
- (a) Describe how your firm stays informed of trending products and/or promotional items.
 - (b) Describe how your firm informs its clients of short-term special pricing on select promo items.
 - (c) How would your firm assist City Representative(s) with selecting creative, attention-getting promotional items?
 - (d) What creative measures are taken to help customers select items that will enhance the delivery of each customer's branding or marketing message?
- (6) Describe any alternate approach that would best suit the needs of the City. Include rationale for any alternate approach and indicate how the Vendor will ensure that all efforts are coordinated with the City's representatives.

E. Submittal of Sample Product 70 pts.

Provide a sample of each item (not brand specific) being offered. Sample items shall be provided free of expense to City on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at Vendor's expense. Vendors shall provide the appropriate address and FedEx/UPS number for samples to be returned. Each sample package must be marked with Vendor's name and address, **City RFP 19-060 Citywide Promotional Products and Services** and opening date. Each individual sample must be labeled as to which item it is being substituted for. **DO NOT ENCLOSE IN OR ATTACH WRITTEN PROPOSAL TO SAMPLE.** Failure to include this information with your Proposal may result in the entire offer being considered nonresponsive.

(1) Provide a sample of merchandise choices that the City can select from to include fun, unique promotional items. Each sample submitted shall have a logo (sample does not need to be Avondale logo) and/or a message with a one color imprint, or engraved, on the item. Each proposal may include one (1) each of the following samples:

- Awards or Medals with customized plate or engraving
- Mid-level Pen or pen/stylus combo
- Tote Bag
- Coffee Mug
- Embroidered Collared Shirt

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- Screen printed T-shirt

Please include applicable quote documentation with each sample. Samples will be evaluated in conjunction with the criteria for uniqueness, quality, and pricing.

(2) Provide samples of order forms, pictorial guides, website URLs, or other documentation that would be used in supporting the resultant contract.

F. Pricing -50 pts.

(1) Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(C)(6) in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services Agreement. The Fee Proposal shall list the individual cost for each of the printing project and shall be provided in a spreadsheet format. Identify all other costs to be billed to the project, including project expenses (no mark-up on postage expenses will be allowed) and subcontractor fees.

(2) Provide catalog(s) of services and/or products ranging from high-end to low-end (website link will suffice). Catalog(s) must provide rack-rate pricing.

(3) Catalogs submitted for consideration must be provided noting minimum (%) discount offered off list price highlighting the page number where items are referenced. Submission of out dated price lists or catalogs may result in rejection of the response. Vendors must also provide anticipated fees/costs for logo and setup.

Total Possible Points for Proposal: 300

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview

80	Experience and Qualifications of the Vendor
40	Key Positions
<u>80</u>	Project Approach
200	Total Possible Points for Oral Interview

Total Points Possible for this RFP: 500

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PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2019, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, **CR19-060 "CITYWIDE PROMOTIONAL PRODUCTS AND SERVICES"** (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for _____ (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

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

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the

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“Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed \$_____.00 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor based upon project completion, and upon submission and within 30 days of approval of invoices. All invoices shall document and itemize all delivery of products and services provided. Each invoice statement shall include a record of products, services and installation labor in sufficient detail to justify payment.

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

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. 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. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

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10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and

SECTION B

employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein

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and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$23.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its

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agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the

SECTION B

Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or

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

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into

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other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to, nor will they combine business operations under this Agreement.

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

14.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement 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, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

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14.9 Subcontracts. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles A. Montoya, City Manager
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With copy to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Michael Wawro, City Attorney
 Cc: Loretta Browning, Senior Buyer

If to Contractor: _____

 Attn: _____

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

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor’s duties under this Agreement. 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 this Agreement.

14.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors

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hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any

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liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.22 Contractor Commitments. Not later than 15 days following award of the Contract, the Contractor shall deliver to the City a fully-executed copy of the Sustainability Commitment in the form attached as Exhibit D, which shall be appended to the Contract and incorporated as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Contractor's Proposal]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See following page(s).

SCOPE OF WORK

Citywide Promotional Products and Services CR 19-060

Introduction. The City is seeking one or more Contractors to provide a wide array of Avondale branded promotional product items. The Contractor will be responsible for providing various creative, professionally printed materials on an as-needed basis. Contractor will provide one or more of the product type categories and will provide products in varying quantities. These items may include but are not limited to: writing instruments, drinkware, hats and apparel, trophies and awards, toys, packaged candy, electronic/technology giveaways, awards, and other industry specific specialty items. These items may incorporate multiple variations of artwork depending on the use.

Background Information.

In year 2014, the City of Avondale embarked on a rebranding campaign and adopted the Avondale: Aspiring, Achieving, Accelerating tagline and new Avi Logo. The City's intent of the promotional items and products pursued through this RFP are to demonstrate to its employees and the community; the values and standards the City aligns itself with every day. The City's efforts to market and sustain its brand is carried out through the use of its logo on all printed materials issued by Avondale, and furthermore, through promotional products featuring the brand. The primary products include promotional and customized giveaways, apparel, and awards.

Giveaways. Orders for giveaways will consist of smaller souvenir type items to promote and further develop public interest and attract others to Avondale as a destination for employment, business, entertainment, living, or economic development. Giveaways are generally provided at community meetings, events, or conventions.

Apparel. Various designs shall be used throughout the contract. Contractor will be responsible for providing the types of apparel as more particularly described in the Scope of Work and Specifications attached hereto Exhibit B, of the RFP.

Awards. City departments, agencies, and programs may request assorted awards throughout the year. The Parks and Recreation Department, Fire Department, Police Department and Community Relations Department have the most requests for trophies and awards due to the types of programs they host. The Parks and Recreation Department hosts adult and youth sports leagues that provide awards for various sports, such as softball, basketball, soccer and volleyball. Parks and Recreation Department also hosts a variety of youth camps and clinics for such sports as football, basketball, tennis and baseball. Other departments and agencies within the City also use an assortment of awards for a variety of recognition purposes. Contractor will be responsible for providing the types of trophies and awards as more particularly described in the Scope of Work and Specifications attached hereto Exhibit B, of the RFP.

1. Objective. Professionally branded promotional goods support a positive and professional image of the City. These items will be produced for public consumption as well as internal use. Contracted vendors will collaborate with department representatives regarding product selection, availability, budget, timeline and any specific needs as it pertains to the production of Avondale branded promotional items. These needs will vary and may be industry-specific in nature.
2. City Responsibilities. City shall be responsible for the following:
 - 2.1 City shall assign a City Representative(s). All communications relating to the project Services shall be exchanged between the City Representative and the Contractor.
 - 2.2 Incoming Quality Inspection: Delivery of completed jobs will be subject to inspection and approval by the ordering City department. The City reserves the right to reject or refuse acceptance of products that do not meet quality standards. City Representative will immediately notify the Contractor of any service deficiencies including, but not limited to (i) failure to perform services within the agreed upon time frame, (ii) materials delivered in damaged condition, (iii) unacceptable color variation or (iv) wrong final count. Rejected work shall be at the expense of the Contractor(s).
3. Contractor Requirements Contractor shall be required to provide, at a minimum, the following materials and Services:
 - 3.1 Contractor shall supply all supplies and equipment necessary for the performance and prompt execution and delivery of Services.
 - 3.2 Contractor shall supply professionally branded promotional products such as, but not limited to: writing instruments, drinkware, hats and apparel, trophies and awards, toys, packaged candy, electronic/technology giveaways and other industry specific specialty items.
 - 3.3 Contractor shall maintain a sample reference catalog record of the City's promotional products ordered; either in electronic or a hard copy format.
 - 3.4 Orders may be placed by various City Representatives on an "as-needed" basis. The City requests that the supply be kept as close as possible to the quantities ordered. The City has the right to increase or decrease the amount ordered prior to the final proof stage.
 - 3.5 Contractor shall be responsible for providing all labor, equipment, material and consumables necessary to produce promotional items.
 - 3.6 Contractor shall provide support staff to assist in establishing requirements and problem resolution, free of charge.
 - 3.7 Product quality is to meet the highest industry standards in terms of readability, functionality and overall appearance. Acceptable quality is solely determined by the individual City Representative.

3.8 Proofs are required and are subject to City approval before print production commences. Corrections or product changes may be made up until the final stages of the production of materials. Unfortunately, these changes or corrections are often beyond the control of City Representative. The City will endeavor to ensure that changes are kept to a minimum, and/or sufficient notice is given to the Contractor when changes are necessary. These changes or corrections may include, but are not limited to, substitution due to lack of specific product availability, additional/changed text, graphics, sizing or changes in materials.

A. New proofs shall be submitted to the City for final approval if corrections are required. In most cases, a soft proof (pdf) will suffice.

B. No claims for extra work shall be entertained, and any additional work on behalf of the Contractor shall be authorized in writing prior to commencement of the work.

C. Should the Contractor require more information or clarification on any project, it shall be obtained prior to the submission of the proposed proofs.

D. Any change in production that results in additional charges to the City shall be discussed and accompanied with an email authorization, by a duly authorized employee of the City of Avondale (“City Representative”) prior to the commencement of the change. No invoices for additional charges shall be accepted without written authorization.

3.9 Logos. Only the Avondale approved logos will be utilized throughout the City. Some promotional items may be theme-specific with the brand incorporated into the overall design. Other than legal requirements the name of the Contractor will not be utilized.

3.10 Any designs, drawings, pictures, raw working files, etc. provided by the City department for use in production of printed material involves property rights of the City and shall be held confidential by the Contractor(s).

3.11 Contractor shall provide City Representative or designee with a PDF file of the final approved project as requested for any design project not handled in-house by City.

3.12 All packages, boxes, and cartons shall be labeled as to contents, purchase order number, job order number, quantity and ordering department name. Packing lists shall be included with each order, and packages shall be signed for by a City Representative

3.13 All work completed will be subject to inspection and approval by the ordering City Representative. The City reserves the right to reject and refuse acceptance of final products due to; missed deadlines, product failure, manufacturing quality that falls below industry standards, imprint/customization readability, functionality or overall appearance. Rejected work shall be at the expense of the Contractor(s).

3.14 The City requires Contractor(s) to have the capability to receive compatible graphics via electronic files (email, internet, flash drive). The City generally uses

Microsoft Office and Adobe products and Contractors shall be able to produce copies from all MS Office and Adobe file formats.

3.15 Delivery locations include, but are not limited to, any City of Avondale facility or business partner. The City shall designate the appropriate mail house or distributor at time of order. The following is a list of City facilities, which may be supplemented or amended:

Facility	Delivery Address	City, State, Zip Code
City Hall	11465 W. Civic Center Dr.	Avondale, AZ 85323
City Court	11325 W. Civic Center Dr.	Avondale, AZ 85323
Civic Center Library	11350 W. Civic Center Dr.	Avondale, AZ 85323
Neighborhood and Family Services Community/Senior Center	1007 S. 3rd Street	Avondale, AZ 85323
Police Department	11485 W. Civic Center Dr.	Avondale, AZ 85323
Public Works Department Municipal Operation Services	399 E. Lower Buckeye Center	Avondale, AZ 85323
Resource Center	328 W. Western Avenue	Avondale, AZ 85323
Sam Garcia Library	495 E. Western Avenue	Avondale, AZ 85323

The above is not an exhaustive list of project delivery locations required by the City. All delivery information shall be provided at the time of order and may vary by project.

If the Contractor determines that it is unable to deliver the project on the date agreed upon at the time of the order, a designated member of the City staff shall be notified within 72 hours prior to the anticipated delivery date of the order.

3.16 Product and customization pricing must be all-inclusive. Pricing must include all set-up fees, delivery/shipping, and rush charges, if applicable. If rush fees or delivery will be charged, the Contractor must specify in the Fee Proposal how the fees will be calculated. Final payment shall not be authorized until all materials are received, inspected, and approved by the requesting City Representative.

3.17 Promotional Product Estimates. The printing project specifications included in to Exhibit C. Fee Proposal, Section I. Printing Estimates of the RFP, are provided as a guide for each print project most often requested by the City. The City reserves the right to change project specifications as needed to meet changing informational and artistic needs.

4.0 Product Ordering Tools and Guidance.

4.1 Contractor will create an order form for City standard items for efficient ordering, to include photos of standard items for reference.

4.2 Maintain City logo for quick and frequent re-orders (i.e.: pens and apparel).

- 4.3 Provide a new catalog annually as applicable and/or upon new product availability.
- 4.4 Provide guidance and/or suggestions of the products and/or promotional items that are generating customer loyalty at the lowest costs.
- 4.5 Provide information on availability of product options and selections that support sustainable amenity items which consist of:
- A. High post-consumer (PCW) recycled content material
 - B. Readily recyclable items (“compostable” items do not count)
 - C. Minimized and readily recyclable packing
 - D. Nontoxic dyes or inks on Food/Liquid container items (e.g. water bottles) that does not contain Phthalates and/or Bisphenol A (BPA)
- 4.6 Provide suggestions for promotional item designs using the Avondale brand and provide a visualization of product with logo including:
- A. Ability to change product and logo color options.
 - B. Provide anticipated minimum quantity for purchases, as well as options for ordering processes.

5.0 General Pricing Requirements.

5.1 Unit Prices for the Core Listed Items shall be fixed for the initial one (1) year term of the resultant contract. No substitution will be allowed on Core List Items unless a letter of notification is provided from the product Manufacturer. No price increases will be accepted without written request issued by Contractor accompanied with appropriate, acceptable substantiated written documentation and written acceptance and approval of price increase by City. Price increase requests (including notification of new catalog prices) shall be submitted no less than 30-days in advance of the Contract Renewal Date. Catalog price updates shall not be unreasonably withheld. Price reductions may be issued at any time. Any price adjustments shall be mutually agreed upon by City and Contractor. The Contractor shall be responsible for notifying cooperative use agencies utilizing the contract of any price increases approved by the City.

5.2 Prices for Non-Core Items shall be based on a percentage discount from List Prices. Percentage discounts are to remain firm for the duration of the contract. Percentage discounts shall be the same for all items within the same category.

5.3 Price Warranty. Contractor shall give the City the benefit of any price reductions before actual time of shipment. If the City permits shipment to be made prior to specified shipping date, the City shall have advantage of any price reductions that occur before the originally-scheduled shipping date.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Proposal]

See following page(s).

**RFP Citywide Promotional Products and Services
CR 19-060
Fee Proposal**

NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be considered as a NO BID entry for that item.

Core List Items Promotional Products					
Item	Description	Quantity	Unit	Unit Price (to include tax)	Extended Price
1.	Stylus /Pen Barrel color preference is to match our brand colors: Orange (PMS 715), Blue (PMS 2915), Purple (PMS 258) and Green (PMS 376) Single color imprint – White or Black	250	Each		
		500	Each		
2.	Avondale Branded collared shirts for men and ladies. Shirt color preference is Black, Dark Gray, White or to approximate one of our brand colors: Orange (PMS 715), Blue (PMS 2915), Purple (PMS 258) and Green (PMS 376). Left chest embroidered logo, sizes XS – 4 XL	24	Each		
		48	Each		
3.	Tote Bag – 1 color imprint, 1 side; bag color to be Black, Dark Grey, or one of our brand colors: Orange (PMS 715), Blue (PMS 2915), Purple (PMS 258) and Green (PMS 376) Single color imprint – White or Black or one of our PMS colors	24	Each		
		48	Each		
		96	Each		
4.	16 oz coffee mug, body color preference is to match our brand colors: orange (PMS 715), Blue (PMS 2915), Purple (PMS 258) and Green (PMS 376) Single color imprint – White or Black, one side or wrap	48	Each		
		120	Each		
5.	Avondale Branded T-shirts Shirt color preference is Black, Dark Gray, White or to approximate one of our brand colors: orange (PMS 715), Blue (PMS 2915), Purple (PMS 258) and Green (PMS 376). Left chest imprinted with one color Avondale brand, back of the shirt to read “STAFF” in same imprint color, adult sizes XS – 4 XL	120	Each		
		180	Each		
		500	Each		
6.	Soccer glitter medal: 2.5” dia, solid antique finish silver metal, red and blue glitter resin accents, silver sub plate on back, with 7/8” quick-clip and red ribbon	120	Each		
		144	Each		
		204	Each		

**RFP Citywide Promotional Products and Services
CR 19-060
Fee Proposal**

NOTE: Contract shall use this section to provide additional product offers or incentive pricing.

Item	Description	Quantity	Unit	Unit Price (to include tax)	Extended Price
7.	Additional Items (Contractor must specify)				
8.	Additional Items (Contractor must specify)				
9.	Additional Items (Contractor must specify)				
10.	Additional Items (Contractor must specify)				

Catalogs submitted for consideration must be provided noting (%) discount offered off list price highlighting the Page number where items are referenced. Submission of out dated price lists or catalogs may result in rejection of the response. Vendors must also provide anticipated fees/costs for logo and setup. Percentage discounts are to remain firm for the duration of the contract. Percentage discounts shall be the same for all items within the same category.

Description of Catalog/Product Category: _____

Minimum % Discount offered: _____

Description of Catalog/Product Category: _____

Minimum % Discount offered: _____

Description of Catalog/Product Category: _____

Minimum % Discount offered: _____

Please note: The City recognizes that is a common practice for manufacturers to provide its registered distributors with product catalogs that do not call out specific pricing, therefore the percentage off list price would not be evident. If this is the case with your suppliers, instead an explanation of pricing structure shall be noted herein.

Company: _____

Authorized Signature: _____

Date: _____

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Sustainability Commitment Form]

See following page(s).

SUSTAINABILITY COMMITMENT

The City is committed to protecting the environment and being a successful sustainable community. Therefore, it is essential that sustainability considerations be part of all City activities and operations. This commitment is demonstrated through; compliance, environmental and social sustainability principles, commitment to continued improvement, and focus on pollution prevention. Each Contractor for the City is held to this same commitment and goal.

There are many laws and regulations relating to the protection of the environment. It is each contractor's responsibility to know which laws, regulations, approvals or permits relate to the work they perform for the City.

The City is pro-active in encouraging environmentally and socially sustainable practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental or sustainability requirements.

Check any of the following which apply to your business engages in and attach summaries to this page detailing (i) what your business does to participate in the program/practice, (ii) operation and provide reports detailing (A) compliance (if applicable), (B) performance, and (C) the tracking mechanisms used to measure results. Contractor shall also indicate how often the City will be provided reports.

- | | |
|--|--|
| <input type="checkbox"/> Recycling | <input type="checkbox"/> Raise awareness of sustainability |
| <input type="checkbox"/> Energy efficiency practices (<i>i.e. Paper Made with Renewable Energy</i>), | <input type="checkbox"/> Economic benefits for recipients and/or wider community |
| <input type="checkbox"/> Environmentally preferred (<i>i.e. Use of paper content 30% or > % PCW, Forest Stewardship Council (FSC) certified papers and printers, chlorine-free, recycled-content paper, use of environmentally-friendly inks</i>) | <input type="checkbox"/> Improved health and/or wellbeing of recipients or the wider community |
| <input type="checkbox"/> Water/energy conservation | <input type="checkbox"/> Contributions toward local regeneration and positive impacts on future residents |
| <input type="checkbox"/> Air quality/greenhouse gas emissions | <input type="checkbox"/> Contributions toward education concerning climate change/sustainability issues and methods. |
| <input type="checkbox"/> Disposal practices | |
| <input type="checkbox"/> Other environmentally friendly practices | |

Company Name: _____

Authorized Signature: _____ **Date:** _____