

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND AMERICAN REPROGRAPHICS COMPANY, L.L.C.
d/b/a ARC-WESTERN**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of _____, 2013, between the Rio Nuevo Multipurpose Facilities District, an Arizona tax levying public improvement district (the "District"), and American Reprographics Company, L.L.C., a California limited liability company, doing business as ARC-Western ("ARC-Western").

RECITALS

A. After a competitive procurement process, the City of Tucson, Arizona ("Tucson"), entered into Contract No. 13064-01 dated December 17, 2012 (the "Reprographic and Distribution Services Contract"), for ARC-Western to provide specialized construction procurement related to reprographic and distribution services. A copy of the Reprographic and Distribution Services Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The District is permitted, pursuant to A.R.S. Section 11-952, and the Intergovernmental Agreement between the City of Tucson, the City of South Tucson and the District, dated March 22, 2011, to purchase such services under the Reprographic and Distribution Services Contract, at its discretion and with the agreement of the awarded ARC-Western, and the Reprographic and Distribution Services Contract permits its cooperative use by other public entities including the District.

C. The District and ARC-Western desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Reprographic and Distribution Services Contract, (ii) establishing the terms and conditions by which ARC-Western may provide the District with architectural and design services, as more particularly set forth in the Scope of Work set forth in Exhibit B hereto (the "Services"), related to reprographic and distribution services (the "Project"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 District and ARC-Western hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2014, or upon the completion of the Project, whichever is earlier (the "Term"), unless terminated as otherwise provided pursuant

to the terms and conditions of this Agreement or the Reprographic and Distribution Services Contract.

2. Scope of Work. The Scope of Work for this Agreement on the Project is set forth in Exhibit B hereto.

3. Compensation. The District shall pay ARC-Western, an amount not to exceed \$10,000 at the unit rates as set forth in the Reprographic and Distribution Services Contract, for services associated with the Tucson Convention Center Arena Renovation Project. Subsequent Services shall be approved via Task Order or Amendment to this Agreement as deemed appropriate by the District.

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

5. Records and Audit Rights. To ensure that ARC-Western and its subcontractors are complying with the warranty under Section 6 below, ARC-Western's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any ARC-Western 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 District, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on ARC-Western's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement, and (ii) evaluation of ARC-Western's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the District to audit Records as set forth in this Section, ARC-Western and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District 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 (3) years after the date of final payment by the District to ARC-Western pursuant to this Agreement. ARC-Western and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this Section. The District shall give ARC-Western or its subcontractors reasonable advance notice of intended audits. ARC-Western shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, ARC-Western 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). ARC-Western's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District.

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

8. 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 Pima County, Arizona.

9. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep ARC-Western fully informed as to the availability of funds for this Agreement. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the District governing board fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the District and ARC-Western shall be relieved of any subsequent obligation under this Agreement.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any District-approved Work Orders, invoices and the Reprographic and Distribution Services Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Reprographic and Distribution Services Contract (collectively, the "Unauthorized Conditions"), other than the District's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the District of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Reprographic and Distribution Services Contract shall not alter or relieve ARC-Western from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Reprographic and Distribution Services Contract, the District shall be afforded all of the rights and privileges afforded to Tucson and shall be the "City" (as defined in the Reprographic and Distribution Services Contract) for the purposes of the Reprographic and Distribution Services Contract.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the District shall be afforded all of the insurance coverage and indemnifications afforded to the City to the extent provided under the Reprographic and Distribution Services Contract, and such insurance coverage and indemnifications shall inure and

apply with equal effect to the District under this Agreement including, but not limited to, ARC-Western's obligation to provide the indemnification and insurance. In any event, ARC-Western shall indemnify, defend and hold harmless the District and each governing board member, officer, employee or agent thereof (the District 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 ARC-Western, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Rio Nuevo Multipurpose Facilities District,
an Arizona tax levying public improvement district

By: [Signature]
Fletcher McCusker, Chairman

ATTEST:

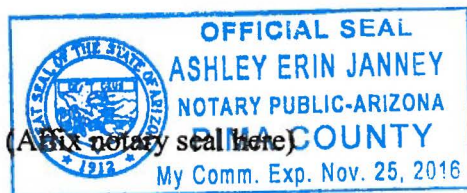
[Signature]
Mark Irvin, Secretary

American Reprographics Company, L.L.C.,
a California limited liability company,
d/b/a ARC-Western

By: Antonio Rodriguez
Name: Antonio Rodriguez
Title: Branch Manager

STATE OF ARIZONA)
) ss.
County of Pima)

On this, the 17 day of September, 2013, before me, personally appeared Antonio Rodriguez, the Branch Manager of American Reprographics Company, L.L.C., a California limited liability company, d/b/a ARC-Western, whose identity was proven to me on the basis of satisfactory evidence to be the person who ~~he~~she claims to be, and acknowledged that ~~he~~she signed the foregoing Cooperative Purchasing Agreement between Rio Nuevo Multipurpose Facilities District, an Arizona tax levying public improvement district, on behalf of the District, and American Reprographics Company, L.L.C., a California limited liability company, d/b/a ARC-Western.



[Signature]
Notary Public

**EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, AN ARIZONA TAX
LEVYING PUBLIC IMPROVEMENT DISTRICT, ON BEHALF OF THE DISTRICT,
AND AMERICAN REPROGRAPHICS COMPANY, L.L.C.,
A CALIFORNIA LIMITED LIABILITY COMPANY, D/B/A ARC-WESTERN**

[Reprographic and Distribution Services Contract]

(See Attached)

ORIGINAL

CITY OF TUCSON INVITATION FOR BID

INVITATION FOR BID NUMBER: 130624
BID DUE DATE: SEPTEMBER 6, 2012, AT 4:00 P.M. LOCAL AZ TIME
BID SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR LOBBY, TUCSON, AZ 85701
MATERIAL OR SERVICE: CITY-WIDE SPECIALIZED ENGINEERING DOCUMENTS
PRINTING, DISTRIBUTION & RELATED LARGE FORMAT
PRINTING MEDIA & SUPPLIES
PRE-BID CONFERENCE DATE: AUGUST 27, 2012
TIME: 2:00 P.M., LOCAL AZ TIME
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
CONTRACT OFFICER: JAMES GASTON
TELEPHONE NUMBER: (520) 837-4139
James.Gaston@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded from the City of Tucson Procurement Department website at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed bids for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited. Bids received by the correct time and date shall be publicly recorded. Bids must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late bids shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Bids must be submitted in a sealed envelope. The Invitation for Bid number and the bidder's name and address should be clearly indicated on the outside of the envelope. All bids must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

A preliminary bid tabulation will be posted on the Department of Procurement's website at <http://www.tucsonprocurement.com/> within 2 business days, after bid opening. A final bid tabulation will be posted on the website after contract award and will remain on the website for 60 days after the posting date. Bidders without Internet access may request a copy of the bid tabulation by contacting the Department of Procurement at (520) 791-4217.

ALERT

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

JG/sd

ISSUE DATE: August 16, 2012

THIS BID IS OFFERED BY:

ARC Western

INSTRUCTIONS TO BIDDERS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

Bidder: The individual, partnership, or corporation who submits a bid in response to a solicitation.

City: The City of Tucson, Arizona.

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this IFB document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments and the Contractor's bid as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of the bid as non-responsive.

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

2. **PRE-BID CONFERENCE:** If scheduled, the date and time of a Pre-Bid conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If a Bidder is unable to attend the Pre-Bid Conference questions may be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Invitation for Bid due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Invitation for Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation for Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Invitation for Bid. Oral statements or instructions will not constitute an amendment to this Invitation for Bid.
3. **INQUIRIES:** Any question related to an Invitation for Bid shall be directed to the Contract Officer whose name appears above. A bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions to be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the bid due date. Any correspondence related to a solicitation should refer to the appropriate Invitation for Bid number, page, and paragraph number. An envelope containing questions should be identified as such otherwise it may not be opened until after the official bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment to the Invitation for Bid will be binding.
4. **AMENDMENT OF INVITATION FOR BID:** The bidder shall acknowledge receipt of an Invitation for Bid Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a bid, each bidder shall familiarize itself with the requirements, laws, regulations and other factors affecting contract performance. The Bidder shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF BID:**
 - A. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms as required. Facsimile or electronic mail bids shall not be considered.
 - B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the bid.
 - C. The Offer and Acceptance page shall be signed by the person authorized to submit a bid. An authorized signature on the Notice Page, Offer and Acceptance page, Bid Amendment(s), or cover letter accompanying the bid documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Bidder shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the bid shall initial erasures, interlineations, or other modifications in the bid.
 - E. In case of error in the extension of prices in the bid, unit price shall govern. No bid shall be altered, amended or withdrawn after the specified bid due time and date, unless in accordance with the Tucson Procurement Code (§28-17(6)).

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- F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all bidders to examine the entire invitation for bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
 - J. Bidder must list any subcontractors to be utilized in the performance of the contract specified herein.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the bid price in determining the low bid. However, the City shall be entitled to take advantage of any payment discount offered by vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods. Unless otherwise specified on the Price Page, a two percent/twenty-one days cash discount will be assumed as allowable and will be considered in determining bid award.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax. All applicable sales tax shall be indicated as a separate item.
9. **BID FORMAT:** An original and 5 copies (6 total) of each bid response should be submitted on the forms and in the format specified in the IFB. Offerors shall also submit one electronic copy of the response on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the bid response should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the IFB.
- PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and shall become a matter of public record available for review subsequent to the Contract award.
11. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If a Bidder believes that any portion of a bid, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the bidder submits a formal written objection.
12. **CERTIFICATION:** By signature on the Notice Page, Offer and Acceptance page, solicitation Amendment(s) or cover letter accompanying the bid documents, bidder certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State law.
 - C. The Bidder 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, meal or service to a public servant in connection with the submitted offer.
 - D. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the Bidder to the Contract.
13. **WHERE TO SUBMIT BIDS:** In order to be considered, the Bidder must complete and submit its bid to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Invitation for Bid page. The bid shall be submitted in a sealed envelope. The words "SEALED BID" with the INVITATION FOR BID TITLE, INVITATION FOR BID NUMBER, BID DUE DATE AND TIME and BIDDER'S NAME AND ADDRESS shall be written on the envelope.
14. **LATE BIDS:** Late bids shall be rejected.
15. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires a bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the bid due date and time.
16. **WITHDRAWAL OF BID:** At any time prior to a specified solicitation due date and time, a bidder may formally withdraw the bid by written letter, facsimile or electronic mail from the Bidder or designated representative. Telephonic or oral withdrawals shall not be considered.

revised 01/09

17. **REQUEST FOR ADDITIONAL INFORMATION:** The City reserves the right to contact bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements.
18. **TAX OFFSET POLICY:** If applicable, in evaluating bids and for purposes of determining the low bidder, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
19. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful bidder shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
20. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov.
21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful bidder shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
22. **AWARD OF CONTRACT:**
- A. Unless otherwise provided within the IFB, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - B. Notwithstanding any other provision of the Invitation for Bid, the City reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all bids, or portions thereof; or
 - (3) reissue an Invitation for Bid.
 - C. A response to the Invitation for Bid is an offer to contract with the City based upon the terms, conditions, and Specifications contained in the City's Invitation for Bid. Bids do not become Contracts unless and until they are executed by the City's Director of Procurement and City Attorney. A Contract has its inception in the award, eliminating a formal signing of a separate Contract. All of the terms and conditions of the Contract are contained in the Invitation for Bid, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
23. **BID RESULTS:** Bid results are not provided in response to telephone, facsimile or electronic mail inquiries. A PRELIMINARY bid tabulation will be posted on the Department of Procurement's Internet site, <http://www.tucsonprocurement.com/> within 2 business days of the advertised bid opening. The information on the PRELIMINARY tabulation will be posted as it was read and prepared during the bid opening. The City makes no guarantee as to the accuracy of any information on the PRELIMINARY tabulation. A FINAL bid tabulation will be posted on the website after Contract award and will remain on the website for 60 days after the posting date.
24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of an Invitation for Bid shall be received at the Department of Procurement not less than five (5) working days before the Invitation for Bid due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Invitation for Bid or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

SCOPE OF SERVICES

The City of Tucson intends to enter into an annual requirements contract **City-Wide Specialized Engineering Documents Printing and Distribution and Related Large Format Printing Media and Supplies.**

**** Important: Local (Tucson, AZ) requirement.** Bidder must have a physical location within the Tucson metropolitan area to allow local contractors and other interested parties to pick up copies of Specification Books, Detail Books, Construction Plans, and other required documents. In order to assure that any contractors provide the necessary maintenance support required to obtain the materials, each contractor must have a local facility. Each facility must be staffed by trained support personnel and sufficient availability in order to provide timely quality service. The City may inspect the facility to determine adequacy.

There are two components (Groups) to this contract. This contract is primarily for the printing of engineering and/or specialized documents (Group 1) per the specifications below. This contract will also be used to provide various specialized engineering media and supplies (Group 2). Bidders do not need to respond to both groups to be considered for award.

Note that portions of the estimated annual usage are unknown. The City of Tucson's Department of Transportation is the using xerographic process. It is anticipated that blue / blackline prints, and other related products will be phased out of this contract as the City moves towards digital processes. In addition, the Urban Planning and Design Department, Development Services, Housing and Community Development Departments are reengineering their processes as a result of departmental consolidations. Group 1 purchases by City of Tucson Departments over the last 12 months were approximately \$130,000.00.

The Contractor must be able to provide the following services:

Group 1: Printing and Electronic Distribution of Specialized Engineering Documents, including Distribution of Specification Books, Detail Books, and Construction Plans

- 1.0 **TECHNICAL SPECIFICATION:** The plan sizes will vary; however, the standard sizes will be 24" x 36" and 30" x 42" for xerographic bond and 8 1/2" x 11" for bound Specification Books. Specification books will have a bid price sheet printed in yellow paper stock for Tucson Water Department solicitations to provide easier retrieval by City of Tucson staff during bid opening.
- 2.0 **SPECIAL REQUIREMENTS FOR DEPARTMENT HOUSING AND COMMUNITY DEVELOPMENT:** The returned plan will be arranged with the xerographic paper on the inside of the specifications. The outside of the bond paper shall have the log numbers written visibly.
 - A. Pick-up will be within one (1) hour of the department's call. Copies will be returned within four (4) business hours of pick-up.
 - B. Bidders are required to specify on the Price Page if there is an additional charge for these services.
- 3.0 **REDUCTION OF APPROVED SUBDIVISION FOR THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT:** Xerox reduction for the subdivision book shall be 14" x 11" with two (2) holes punched along the left 11" side. These holes will be 1/2" from side and spaced 8 1/4" apart.
- 4.0 **DISTRIBUTION OF CONSTRUCTION DOCUMENTS:** The Contractor will be required to print and distribute construction project documents, including, but not limited to, bound specification books and xerographic drawings, while adhering to the following guidelines:
 - A. Only complete sets are to be issued.
 - B. General contractors should be allowed to pick up a maximum quantity of three (3) sets per invitation for Bid.
 - C. HVAC, plumbing, electrical, masonry, and etc. subcontractors should be allowed a maximum quantity of one (1) set per invitation for Bid.
 - D. The contractor will be required to maintain an accurate Plan-holders List of contractors and construction news services receiving a set(s) of the invitations for Bid.
 - E. All other subcontractors and suppliers may obtain a maximum of one (1) set for the same deposit amount upon request.

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- F. Upon request, three (3) local and state construction news services should be allowed a maximum of three (3) sets per Invitation for Bid, free of charge. Any verified local and state construction news service can be provided a pdf or tif file copy electronically.

6.0 **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

6.0 **ELECTRONIC FILES:** The contractor will have the ability to accept, from City of Tucson Departments, completed files electronically through either e-mail or other proprietary software capable of handling the following formats:

- A. Microsoft Office® Software: Word, Access, Excel, PowerPoint, and Project
- B. Corel WordPerfect®
- C. AutoCAD®
- D. PDF files
- E. Tiff files
- F. JPG® files
- G. Revit® files

Contractor shall only distribute electronically files and plans in the following formats:

- A. PDF.
- B. Tiff
- C. JPG

TRACKING AND DEPOSITS: The contractor shall provide a reliable bookkeeping system to monitor the distribution of bid sets for each Invitation for Bid when requested by the City of Tucson, while adhering to the following guidelines:

- A. A refundable deposit is required for each set as determined by the individual City department for each project. (Exception: see 4.0, e. above).
- B. All deposits will be made out to "City of Tucson" on business checks only. Cash, personal checks, and credit cards will not be accepted.
- C. All plan-holders will receive their checks back upon return of the sets in good, useable condition, if returned within ten (10) days after Bid opening. Anytime thereafter, all checks will be transferred to the City of Tucson for deposit and will be non-refundable.

8.0 **RESPONSE TIME:** The contractor will meet or exceed a maximum eight (8) business hour turn-around response time for printing of any job with fewer than twenty-five (25) originals. For all City of Tucson Departments.

9.0 **STOCK REQUIREMENTS, STANDARD SPECIFICATIONS AND DETAIL BOOKS:** The contractor shall maintain a printed stock of the City/County 2003 Standard Specifications and Standard Details for Public Improvements. The contractor shall maintain a minimum of 4 books each for sale to the general public and City/County/Agency staff. The Standard Specifications and Details, along with revisions can be viewed online at <http://tdotmaps.transview.org/MandR>. The updated the Pima Association of Governments (PAG) Standard Specifications and Standard Details will be provided to the general public and City/County/Agency staff by PAG.

10.0 **STORAGE REQUIREMENTS:** The contractor will store specifications and drawings in a secure, non-public area, during periods of one (1) to three (3) months. All originals (vellums, mylars, disks, etc.) shall be stored in secure and fireproof cabinets or vaults, as approved by the Tucson Fire Department.

11.0 **MISCELLANEOUS REQUIREMENTS:**

- A. Distribute bid sets to those listed in 4.0 above, notify plan-holders in bid documents within four (4) hours of notification by the City of Tucson, distribute amendments via facsimile, regular mail, Federal Express, or UPS, as specified by the specific City department, and account for bid sets and amendments distributed.
- B. Provide special call grouping for each bid through facsimile. For example, distributions are automatically called and verified for amendments.

revised 01/09

- C. Provide pick-up and delivery of documents to and from the City of Tucson Department of Procurement (located at City Hall, 255 W Alameda, 6th Floor) and plans issued by other City Departments within eight (8) business hours of request.
- D. Provide appropriate back-up equipment or plan to ensure that services are available if primary equipment fails.

12.0 USAGE REPORT: The Contractor shall provide an electronic copy of a summary spending report, by City Department, to the Department of Procurement. The report shall provide complete information on the quantity and description of items purchased and totaled, for each Group, by each City of Tucson Department utilizing this Contract.

13.0 ADDITIONAL SERVICES:

The Scope of Services is intended to reflect the services required under this contract. The contractor is expected to carry out any reasonable additional services to ensure the successful performance of this contract. The services described herein shall be provided on an as-needed, if-needed basis only. Contractors will provide a reference internet link to their current on-line service.

The Contractor at the direction of the City of Tucson Departments will post specific individual projects/contracts utilizing the contractor's Internet based plan/specification viewing and distribution service.

Contractor services to include a free, of subscription or registration fees, City of Tucson branded on-line plan room (portal) hosted on the Contractor's servers. The plan room will provide instant access to the specified contract's current set of drawings at anytime from anywhere with internet access. For each project, the Contractor will provide a short description of the project, the proposal deadline, the location of the project. This will include the ability to review drawings, view revision histories and create document distributions. Components of the Internet will include:

- o Plans are viewed online as PDF files. The PDF files can be saved/emailed/printed for ease of use.
- o Any type of file can be posted, (not just drawings) including Specification Books, Manuals, Schedules, JPEG's, etc.
- o The Internet Portal provides access to both employees and subcontractors at different permission levels as necessary. Permissions can be configured at the project level (simple), down through the subfolder levels to allow a single point of document storage while controlling document web visibility.
- o The Contractor can import, as directed, a project/contract specific Contact Database into City of Tucson members' online Internet Address Book for email distribution.
- o Orders can be placed online for distribution with customized shipments for each person on the distribution list.
- o Plan Holders Lists are available via the Internet System (updated daily with walk-in contractors).

The Contractor will maintain an accurately recorded bidders/viewers list and a historical picture of the project including close out and transfer to the City of Tucson in an acceptable form of electronic media. No close out project/contract documents shall be deleted from the Contractor's online file without written permission from that project's plans administrator.

Close Outs are done at the beginning of occupation of the given building or acceptance of a project. The City's website is brought up to the latest versions of the plans and specifications by scanning and indexing any As-Built documents provided by the construction contractor. Equipment manuals, HVAC commissioning reports and/or any other documents useful to the building maintenance departments can be included for easy reference. The website project is then exported to disc for transfer, maintaining the look & feel of the website and the history of the included documents

The Contractor will provide designated city employees plan administrator training and coordination to gather the information needed for the creation of the project/contract, provide hard copy or electronic documents for the population of the project folders, and to decide on the desired level of permissions for access to the project and document folders.

revised 01/09

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
100 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

INVITATION FOR BID NO. 130624
PAGE 8 OF 29
CONTRACT OFFICER: JAMES GASTON
PH: (520) 837-4139 / FAX: (520) 791-4735

- 14.D TRAINING: The Contractor shall provide the City with primary training for basic operation of its website services. This training shall be adequate to the needs of the typical department user in order to assure proper operation and utilization of the system supplied. Any online manuals necessary to perform the required training shall be furnished by the Contractor.

revised 01/09

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
3 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

INVITATION FOR BID NO. 130624
PAGE 9 OF 29
CONTRACT OFFICER: JAMES GASTON
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Group 2: Specialized Engineering Media and Supplies (See Price Sheet, Group 2 for Specifications).

Group 2 will support the following equipment:

TUCSON WATER DEPARTMENT

<u>EQUIPMENT</u>	<u>SECTION</u>
OCE TDS 860 PLOTTER/SCANNER	MAPPING/GIS
OCE TCS 600 PLOTTER/SCANNER	MAPPING/GIS
MINOLTA RP 609Z	MAPPING/GIS
HP-800PS HP DESIGNJET PLOTTER	DISTRIBUTION DESIGN
1055C PLUS HP DESIGNJET PLOTTER	PLANT DESIGN
T1100PS HP DESIGNJET PLOTTER	PLANT DESIGN
1050C PLUS HP DESIGNJET PLOTTER	PLANNING
5500 HP DESIGNJET PLOTTER	WATER RESOURCE MGMT.

DEVELOPEMENT SERVICES DEPARTMENT

<u>EQUIPMENT</u>	<u>SECTION</u>
OCE SCANNER AND COPY MACHINE	PERMITS AND RECORDS
OCE9600	PERMITS AND RECORDS
OCETDS600	PERMITS AND RECORDS

GENERAL SERVICES DEPARTMENT

<u>EQUIPMENT</u>	<u>SECTION</u>
OCE 9476 II PLOTTER/SCANNER	A & E DIVISION
HP 1055 CM DESIGN JET PLOTTER	A & E DIVISION
HP 110 PLUS NR DESIGN JET PLOTTER	A & E DIVISION
HP DESIGNJET Z3200 44in photo PCL3	FACILITIES MAINTENANCE

DEPARTMENT OF TRANSPORTATION

<u>EQUIPMENT</u>	<u>SECTION</u>
1055CM HP DESIGN JET PLOTTER	INFORMATION TECHNOLOGY/ REAL ESTATE
1055CMPLUS HP DESIGN JET PLOTTER	SURVEY
5000 HP DESIGN JET PLOTTER	ENGINEERING

revised 01/09

DEPARTMENT OF ENVIRONMENTAL SERVICES

EQUIPMENT

SECTION

1055CMPLUS HP DESIGN JET PLOTTER
1055CMPLUS HP DESIGN JET PLOTTER
HP DESIGN JET 5500ps

ENGINEERING AND ASSESSMENT
LANDFILL
GIS

DEPARTMENT OF PARKS AND RECREATION

EQUIPMENT

SECTION

HP DESIGN JET, 5500

CAPITAL PLANNING AND DEVELOPMENT

MATERIAL/RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting materials purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

BRAND OR TRADE NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required.

ORDER QUANTITIES: The quantities ordered at any given time may vary based upon the usage at that time. The City cannot guarantee to order in standard industry package quantities. For example, if an item is typically packaged in sets of 12, and if the City has a current need of only 5, the order will be placed for 5 each.

The City of Tucson reserves the right to have Stock and Non-Stock items to be placed in "Will Call" so that a designated representative may pick up the item(s) if it is deemed necessary.

SPECIAL TERMS AND CONDITIONS

1. **MULTIPLE AWARDS:** It is the intention of the City of Tucson to award Groups 1 and 2 by total group. All items must be bid in those groups to be considered for award of that group.

2. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

3. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain Insurance coverage of the types and amount required in this section and keep such insurance coverage force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

revised 01/09

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
5 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

INVITATION FOR BID NO. 130624
PAGE 12 OF 29
CONTRACT OFFICER: JAMES GASTON
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5. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

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 Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

revised 01/08

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **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. 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.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Invitation for Bid issued by the City and the Offer submitted by the Contractor in response to the invitation for Bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the invitation for Bid. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the

revised 01/08

City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this 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 the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

revised 01/09

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall 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 party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

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

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

revised 01/09

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's bid shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
36. **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 valid provision or application.
37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

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

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

revised 01/09

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

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
42. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

INVITATION FOR BID NO. 130624
AMENDMENT NO. ONE (1)

**CITY-WIDE SPECIALIZED ENGINEERING DOCUMENTS PRINT AND
DISTRIBUTION**

DATE ISSUED: SEPTEMBER 4, 2012

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your bid. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to James Gaston, Senior Contract Officer, at (520) 837-4139 or James.Gaston@tucsonaz.gov.

Department of Procurement, City Hall
P.O. Box 27210
Tucson, Arizona 85726-7210
(520) 791-4704 Fax: (520) 791-4736

INVITATION FOR BID AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85728
(520) 837-4139
ISSUE DATE: SEPTEMBER 4, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: ONE (1)
PAGE 1 of 1


IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

CITY-WIDE SPECIALIZED ENGINEERING DOCUMENTS PRINT AND DISTRIBUTION

The Bid Due Date has been changed from September 6, 2012 to September 20, 2012 at 4:00 PM Local AZ Time.

ALL OTHER PROVISIONS OF THE INVITATION FOR BID SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature Date 9/20/12
Steve Petersen Account Executive
Typed Name and Title

ARC Western
Company Name
355 E. Speedway St 102
Address
Tucson AZ 85712
City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

INVITATION FOR BID NO. 130624
AMENDMENT NO. TWO (2)

**CITY-WIDE SPECIALIZED ENGINEERING DOCUMENTS PRINT AND
DISTRIBUTION**

DATE ISSUED: SEPTEMBER 6, 2012

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your bid. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to James Gaston, Senior Contract Officer, at (520) 837-4139 or James.Gaston@tucsonaz.gov.

Department of Procurement, City Hall
P.O. Box 27210
Tucson, Arizona 85726-7210
(520) 791-4704 Fax: (520) 791-4735

INVITATION FOR BID AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4139
ISSUE DATE: SEPTEMBER 4, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: TWO (2)
PAGE 1 of 18
IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

CITY-WIDE SPECIALIZED ENGINEERING DOCUMENTS PRINT AND DISTRIBUTION

SCOPE OF SERVICES

Group 1: Printing and Electronic Distribution of Specialized Engineering Documents, including Distribution of Specification Books, Detail Books, and Construction Plans

- 4.0 DISTRIBUTION OF CONSTRUCTION DOCUMENTS: The Contractor will be required to print and distribute construction project documents, including, but not limited to, bound specification books and xerographic drawings, while adhering to the following guidelines:
- F. (REVISED) Upon request, three (3) local and state construction news services should be allowed a maximum of three (3) sets per Invitation for Bid, free of charge to the construction news service. Any verified local and state construction news service can be provided a pdf or tif file copy electronically.
- 6.0 ELECTRONIC FILES (REVISED): The contractor will have the ability to accept, from City of Tucson Departments, completed files electronically through either e-mail or other proprietary software capable of handling the following formats:
- A. Microsoft Office® Software: Word, Access, Excel, PowerPoint, and Project
 - B. Corel WordPerfect®
 - C. PDF files
 - D. Tiff files
 - E. JPG® files
- 7.0 TRACKING AND DEPOSITS (REVISED): The contractor shall provide a reliable bookkeeping system to monitor the distribution of bid sets for each Invitation for Bid when requested by the City of Tucson, while adhering to the following guidelines:
- B. All deposits will be made out to "City of Tucson" on printed business checks only. Cash, personal checks, and credit cards will not be accepted.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85728
(520) 837-4139
ISSUE DATE: SEPTEMBER 4, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: TWO (2)
PAGE 2 of 16
IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

Group 2: Specialized Engineering Media and Supplies (REVISED)
See below City Department Inventory to determine the estimated volume and equipment the materials are to be provided for.

Group 2 will support the following equipment:

TUCSON WATER DEPARTMENT (REVISED)

<u>EQUIPMENT</u>	<u>SECTION</u>
OCE' TDS 860 LOTTER/SCANNER	MAPPING/GIS
OCE' TCS 500 LOTTER/SCANNER	MAPPING/GIS
MINOLTA RP 609Z	MAPPING/GIS
HP DESIGNJET 800ps PLOTTER	DISTRIBUTION DESIGN
HP DESIGNJET 1055c Plus PLOTTER	PLANT DESIGN
HP DESIGNJET T1100ps PLOTTER	PLANT DESIGN
HP DESIGNJET 1050c Plus PLOTTER	PLANNING
HP DESIGNJET 5500 PLOTTER	WATER RESOURCE MGT.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27240, TUCSON, AZ 85726
(520) 837-4139
ISSUE DATE: SEPTEMBER 4, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: TWO (2)
PAGE 3 of 16
IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

GENERAL SERVICES DEPARTMENT (REVISED)

EQUIPMENT

SECTION

HP DESIGNJET Z3200 Photo Printer

FACILITIES MAINT

HP DESIGNJET 1055cm PLOTTER

A & E

HP DESIGNJET 110 Plus

A & E

OCE 9400 II

ARCHITECTURE &
ENGINEERING

OCE 9476 II PLOTTER/SCANNER

A & E

DEPARTMENT OF TRANSPORTATION (REVISED)

EQUIPMENT

SECTION

HP DESIGNJET 1055cm PLOTTER

IT/ REAL ESTATE

HP DESIGNJET 1055cm Plus PLOTTER

SURVEY

HP DESIGNJET 5000 PLOTTER

ENGINEERING

DEPARTMENT OF ENVIRONMENTAL SERVICES

EQUIPMENT (REVISED)

SECTION

HP DESIGNJET 1055cm Plus PLOTTER
ASSESSMENT

ENGINEERING AND

HP DESIGNJET 1055cm Plus PLOTTER

LANDFILL

HP DESIGNJET 5500ps PLOTTER

GIS

DEPARTMENT OF PARKS AND RECREATION (REVISED)

EQUIPMENT

SECTION

HP DESIGNJET 5500 PLOTTER

CAPITAL PLANNING AND
DEVELOPMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
268 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85728
(520) 837-4139
ISSUE DATE: SEPTEMBER 4, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: TWO (2)
PAGE 4 of 18
IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

SPECIAL TERMS AND CONDITIONS

1. **MULTIPLE AWARDS (REVISED):** It is the intention of the City of Tucson to award Groups 1 and 2 by total group. All items must be bid in those groups to be considered for award of that group. For Group 2 the City intends to award to the responsive, responsible bidder meeting specifications with the highest discounts.
6. **MANUFACTURER'S REPRESENTATIVE (ADD):** For Group 2 vendors who submit a bid/offer as a manufacturer's representative must supplement the bid/offer with a letter from each manufacturer involved. The letter shall certify that the vendor is authorized to provide the specific materials presented, that the vendor is authorized to submit a bid/offer on such materials, and guarantees that should the vendor fail to fulfill any obligations established as a result of a Contract award, the manufacturer, upon assignment by the City, will either assume such obligations or provide an alternate authorized vendor for the balance of the Contract period. All other terms and conditions of the Contract shall remain the same.
7. **INVENTORY (ADD):** The City of Tucson has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that the Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation of the Contract.
8. **DELIVERY CONSIDERATION (ADD):** Delivery is an important consideration and will be a factor in the determination of an award for Groups 1 and 2. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, bids/offers must be clear in regard to those variations.

**CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT**

**INVITATION FOR BID NO.
130624
AMENDMENT NO.
THREE (3)**

**CITY-WIDE SPECIALIZED ENGINEERING DOCUMENTS
PRINT AND DISTRIBUTION**

**DATE ISSUED: SEPTEMBER
13, 2012**

The referenced document has been modified as per the attached Amendment No. Three (3).

Please sign this Amendment where designated and return the executed copy with the submission of your bid. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to James Gaston, Senior Contract Officer, at (520) 837-4139 or James.Gaston@tucsonaz.gov.

Department of Procurement, City Hall
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Tucson, Arizona 85726-7210
(520) 781-4704
Fax: (520) 791-4735

INVITATION FOR BID AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85728
(520) 837-4139
ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: THREE (3)
PAGE 1 of 10
IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

CITY-WIDE SPECIALIZED ENGINEERING DOCUMENTS PRINT AND DISTRIBUTION

Please pay detailed attention by item to this revised price page to ensure prices offered are accurate

REVISED PRICE PAGE

Group 1: Printing of specialized engineering documents, including distribution of specification books, detail books, and construction plans.

Item	Description	Unit Price
1.	Xerographic Enlargement and Reduction, various sizes:	
	a. Bond	\$.05 /sq. ft.
	b. Vellum	\$.15 /sq. ft.
2.	Xerographic Bond Prints:	
	a. 8 1/2" x 11" (single-sided)	\$.03 /each
	b. 8 1/2" x 11" (double-sided)	\$.06 /each
	c. 11" x 17" (single-sided)	\$.08 /each
	d. 11" x 17" (double-sided)	\$.14 /each
	e. 8 1/2" x 11" Color (single-sided)	\$.25 /each
	f. 11" x 17" Color (single-sided)	\$.49 /each
	g. 18" x 24" (single-sided)	\$.05 /sq. ft.
	h. 24" x 36" (single-sided)	\$.05 /sq. ft.
3.	Color Paper (inserts used as section dividers)	
	a. 8 1/2" x 11" Bond	\$.01 /sheet
	b. 8 1/2" x 11" 90# Cover Stock	\$.09 /sheet
4.	Binding	
	a. Spiral Binds	\$.20 /each
	b. Chicago (stud) Bind	\$.20 /each
	c. Staple (full size plans)	\$.00 /each
	d. Staple (small documents)	\$.00 /each
	e. Hole drill (3 hole 100 sheet lots)	\$.25 /each
	f. Hole drill (7 hole 100 sheet lots)	\$.25 /each
	g. Shrink wrap	\$.10 /each

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 265 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 (3) P.O. BOX 27210, TUCSON, AZ 85726
 10 (520) 837-4139
 TIME ISSUE DATE: SEPTEMBER 13, 2012
 GASTON

INVITATION FOR BID NO.: 130824
 IF0B AMENDMENT NO.: THREE
 PAGE 2 of
 IFP DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ
 CONTRACT OFFICER: JAMES

Group 1: Printing of specialized engineering documents, including distribution of specification books, detail books, and construction plans – con't.

Item	Description	Unit Price
5.	Miscellaneous	
	a. CD with case	\$ 2.75 /each
	b. Scan files onto CD	\$.25 /each
	c. Clear laminate	\$.50 /sq. ft.
	d. Xerox sticky backs 8 1/2" x 11"	\$.25 /each
	e. Mounting on foam board <u>with 3/16 core</u>	\$ 2.25 /sq. ft.
	f. Fax – Local	\$ N/C /each
	G. Fax – Long Distance	\$ N/C /each
	H. Folding	\$.05 /sq. ft.
6.	Laser Plotting (monochrome plotting capabilities up to 36" wide)	
	a. Bond	\$.05 /sq. ft.
	b. Vellum	\$.20 /sq. ft.
	c. Mylar	\$.70 /sq. ft.
7.	Inkjet Plotting (color plotting capabilities up to 60" wide)	
	a. Line Color – Bond	\$.75 /sq. ft.
	b. Line Color – Coated Special Stock 24x36 and 30x42	\$.95 /sq. ft.
	c. Full Color – Bond	\$ 1.25 /sq. ft.
	d. Full Color – Coated Special Stock 24x36 and 30x42	\$ 1.50 /sq. ft.
8.	Xerographic prints, rolled per specification, picked up and returned in five (5) hours from call of service.	\$ N/C /sq. ft.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4139
 ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
 IFB AMENDMENT NO.: THREE (3)
 PAGE 3 of 10
 IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: JAMES GASTON

Group 1: Printing of specialized engineering documents, including distribution of specification books, detail books, and construction plans – con't.

Item	Description	Unit Price
9.	Xerographic Mylar a. 18" x 24" b. 24" x 36"	\$.70 /sq. ft. \$.70 /sq. ft.
10.	Reduction of subdivision books, as per specifications	\$.05 /sq. ft.
11.	Charge per order for deliveries and pick-up to and from the City of Tucson	\$ N/C /order
12.	Delivery services to <u>other than City of Tucson (to local utility companies/firms with printing/utility letters), etc.</u>	\$ N/C /trip
13.	Courier Services <u>Within a 30 mile radius from City of Tucson boundaries</u>	\$ N/C /trip
14.	Additional charge (if any) for Department of Housing and Community Development services (see SCOPE OF SERVICES 2.0).	\$ N/C /each
15.	Internet Based Services: <u>ONE TIME SET UP CHARGE</u> a. Portal Creation/branding/customization <u>INDIVIDUAL PROJECT CHARGES</u> b. Project creation (waived for projects over 5 sheets) c. B&W Plans (>11x17) scanning/indexing per page d. Small format (11x17 & <) document scanning/indexing per page) e. Digital photos (JPG) or other native documents (small than 2 meg) f. CD of exported files (City use)/each	\$ N/C \$ N/C \$.75 \$.10 \$ N/C \$ 3.00
	GROUP 1 TOTAL (add all prices)	\$ 19.20

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85728
 (520) 837-4139
 ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
 IFB AMENDMENT NO.: THREE (3)
 PAGE 4 of 10
 IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: JAMES GASTON

Group 2: Miscellaneous Media and Supplies

Please provide your offered percentage discount from the manufacturer's current list price, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Except where specified as **No Substitutes or Brand Required**, any such reference is not intended to limit or restrict any offer by any vendor, but is only enumerated in order to advise potential bidders of the requirements of the City. Any offer which proposes like quality, design or performance will be considered. Certification of acceptability as an OEM item must be provided from the equipment manufacturer. The Bidder shall provide prices based on the percent of discount off of a referenced Manufacturer's Price List. (Note: The price list and catalog are not required as part of bid submission.) Bidders shall input a discount off each item for each catalog offered.

Mfg. & referenced Price List must be clearly indicated in the bid response. Failure to do so may result in bid rejection.

Item	Description	Estimated Annual Usage	Percentage Discount	Manufacturer's Price List - Date
1. XEROGRAPHIC MYLAR	a. 24" x 125', 2" core Double Matte, Inkjet film (for OCE no substitutions) OCE Various Model #s <u>Mfg. & Model</u>	6 rolls	<u>55%</u>	<u>9/20/2012</u>
	b. 36x150 4 MIL Double Matte Mylar 3" Core, (for OCE no substitutions) OCE	15 Rolls	<u>60%</u>	<u>9/20/2012</u>
2. INKJET VELLUM	a. 20' lb 24/36" x 150/500' 2" Core (for OCE no substitutions) OCE Various Model #s <u>Mfg. & Model</u>	7 rolls	<u>75%</u>	<u>9/20/2012</u>

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
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 ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
 IFB AMENDMENT NO.: THREE (3)
 PAGE 5 of 10
 IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: JAMES GASTON

Group 2: Miscellaneous Media and Supplies – con't.

3. XEROGRAPHIC Bond	a. 20lb 18" - 36" x 150' - 850' 2" - 3" Core (for OCE no substitutions) <u>OCE Various Model #'s</u> <u>Mfg. & Model</u>	110 rolls	<u>75%</u>	<u>9/20/2012</u>
4. INKJET BOND	a. 20 - 24lb paper 17" - 42" x 150' - 300' 2" - 3" core OCE & HP Product, No substitutes. <u>OCE Various Model #'s</u> <u>Mfg. & Model</u> <u>HP - N/A</u> <u>Mfg. & Model</u>	30 rolls OCE 25 rolls HP	<u>50%</u> <u>N/A%</u>	<u>9/20/2012</u> <u>9/20/2012</u>

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701
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 ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
 IFB AMENDMENT NO.: THREE (3)
 PAGE 6 of 10
 IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: JAMES GASTON

Group 2: Miscellaneous Media and Supplies – con't.

5. SPECIAL MEDIA	a. 36" - 42" x 100' Matte Photo Paper, 7 mil, 2" Core (for OCE no substitutions) OCE Various Models	4 rolls	70%	9/20/2012
	Mfg. & Model			
	b. 18lb, 24" x 150' Translucent Bond, 2" core Oce #8600180021	2 rolls	75%	9/20/2012
	Mfg. & Model			
	c. 8mil Glossy Photo Paper 36" x 100', 2" core (for OCE & HP no substitutions) Oce#GLPP836100	4 rolls OCE 4 rolls HP	15%	9/20/2012
	Mfg. & Model		N/A%	N/A
	d. 24 lb Presentation Matte Paper 36" x 100' 2" Core (for OCE no substitutions) Oce #PM24361002	4 rolls	20%	9/20/2012
	Mfg. & Model			
	e. 8mil 36" x 100' 2" Core: Satin Photo Paper (for OCE no substitutions) Oce #SNPP836100 Mfg. & Model	2 rolls	15%	9/20/2012
	f. 26lb 24" - 36" x 150', Universal Coated Paper, 2" Core, HP Product No substitutions	6 rolls	10%	9/20/2012

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
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 (620) 837-4139
 ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
 IFB AMENDMENT NO.: THREE (3)
 PAGE 7 of 10
 IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: JAMES GASTON

Group 2: Miscellaneous Media and Supplies – con't.

7. Toner	a. OCE' EI Toner (2 x 0.8 kg) (2x) Art 7015598) (for OCE no substitutions) Oce #7015598 Mfg. & Model	5 boxes	5%	9/20/2012
	b. OCE 9500 II Toner: B4 .45kg Bottle (for OCE no substitutions) Oce #25001878 Mfg. & Model	4 bottles	25%	9/20/2012
	c. 60ml – 69ml Cartaridge, #82 , Various colors (for HP DesignJet no substitutions) HP Various Model #s Mfg. & Model	80 cartridges	5%	9/20/2012
	d. 1050C Plus plotter cartridge, #80 various colors, (for HP DesignJet no substitutions) HP Various Model #s Mfg. & Model	4 cartridges	5%	9/20/2012
	e. 5500 DesignJet plotter, cartridge, #81 various colors (for HP DesignJet no substitutions)HP Various Model #s Mfg. & Model	10 cartridges	5%	9/20/2012

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85728
 (520) 837-4139
 ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
 IFB AMENDMENT NO.: THREE (3)
 PAGE 8 of 10
 IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: JAMES GASTON

Group 2: Miscellaneous Media and Supplies – con't.

Item	Description	Estimated Annual Usage	Percentage Discount	Manufacturer's Price List - Date
7. Toner, Ink and Supplies – con't.	f. 1055cm, 350ml cartridge #80, Various colors (for HP DesignJet plus no substitutions) <u>HP Various Model #s</u> Mfg. & Model	20 Cartridges	5%	9/20/2012
	g. Combo Kit Includes ink cartridge, Printhead & Cleaner, #80 350ml Various colors (for HP DesignJet 5000 no substitutions) <u>HP Various Model #s</u> Mfg. & Model	20 Kits	N/A kit	9/20/2012
	h. DesignJet Plotter, #81, cartridge, Various colors (for HP DesignJet 5000 substitutions) <u>HP Various Model #s</u> Mfg. & Model	12 cartridges	5%	9/20/2012
	i. DesignJet Plotter #81 Printhead/Printhead Cleaner, various colors (for HP DesignJet 5000 no substitutions) <u>HP Various Model #s</u> Mfg. & Model	12 Kits	5%	9/20/2012
	j. HP DesignJet: Toner and Printhead: #70 Gloss Enhancer: (for HP Z3200 Design Jet Plotter no substitutions) <u>HP Various Model #s</u>	18 Kits	5%	9/20/2012

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 265 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4139
 ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
 IFB AMENDMENT NO.: THREE (3)
 PAGE 9 of 10
 IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: JAMES GASTON

Group 2: Miscellaneous Media and Supplies – con't.

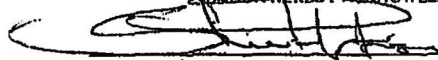
Item	Description	Estimated Annual Usage	Unit	Extended Price
7. Toner and Supplies – con't.	k. HP DesignJet Printhead and Ink Cartridge Kit #85;	12 Kits	_____ 5%	9/20/2012
	Various Colors			
	(for HP 130 DesignJet plotter no substitutions)			
	HP Various Model #s			
	Mfg. & Model	60 cartridges	_____ 5%	9/20/2012
	l. HP DesignJet Viviera #72 69 ml – 130ml Various Colors (for HP DesignJet T1100ps no substitutions) HP Various Model #s			
8.	Miscellaneous supplies (plotter pens, scales, other drafting supplies, etc.)		_____ 5% off list price	
9.	Miscellaneous other media supplies and paper not listed above (buff paper, etc.)		_____ 5% off list price	
		Group 2 Total average % discount for HP items in the group.		_____ %
		Group 2 Total average % discount for OCE items in the group.		_____ %

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
266 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4139
ISSUE DATE: SEPTEMBER 13, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: THREE (3)
PAGE 10 of 10
IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

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ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

	<u>9/20/12</u>	<u>ARC Western</u>
Signature	Date	Company Name
<u>Steve Petersen Account Executive</u>	<u>3955 E. Speedway #102</u>	
Typed Name and Title	Address	
	<u>Tucson</u>	<u>AZ 85712</u>
	City	State Zip

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
6 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

INVITATION FOR BID NO. 130624
PAGE 28 OF 29
CONTRACT OFFICER: JAMES GASTON
PH: (520) 837-4139 / FAX: (520) 791-4735

PROMPT PAYMENT DISCOUNT: As stated in the Instructions to Bidders, Paragraph 7- Discounts, the price(s) quoted herein can be discounted by 2%, If payment is made within 21 days. The payment terms shall apply to all purchases and to all payment methods.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

DELIVERY: Delivery is promised within 1 calendar days after receipt of an order.

SALES TAX PERCENT: 0 % (See Instructions to Bidders, Paragraph 8 - Taxes).

CREDIT CARD PAYMENT:

Will payment be accepted via commercial credit card? X Yes No

a. If yes, can commercial payment(s) be made online? Yes X No

b. Will a third party be processing the commercial credit card payment(s)? Yes X No

c. If yes, indicate the flat fee per transaction \$ N/A (as allowable, per Section 5.2.E of Visa Operating Regulations).

d. If "no" to above, will consideration be given to accept the card? Yes

 No

CITY OF TUCSON BUSINESS LICENSE: X Yes No

If yes, please provide a copy of your City of Tucson Business License.

HAVE YOU SUBMITTED *ALL* AMENDMENTS? CHECK OUR WEBSITE *NOW!*

AMENDMENTS MAY BE DOWNLOADED AT <http://www.tucsonprocurement.com/>

revised 01/09

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
100 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

INVITATION FOR BID NO. 130624
PAGE 29 OF 29
CONTRACT OFFICER: JAMES GASTON
PH: (520) 837-4139 / FAX: (520) 791-4735

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the invitation for Bid.

For clarification of this offer, contact:

ARC Western
Company Name
3955 E. Speedway Blvd Ste 102
Address
Tucson AZ 85712
City State Zip
[Signature]
Signature of Person Authorized to Sign
Steve Petersen
Printed Name
Account Executive
Title

Name: Steve Petersen
Title: Account Executive
Phone: 520-327-6700
Fax: 520-322-1681
E-mail: Steve.petersen@e-am.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130624-01 (Group 1)

CITY OF TUCSON, a municipal corporation

Approved as to form this 17th day of December, 2012.

Awarded this 17 day of Dec, 2012.

[Signature]
As Tucson City Attorney and not personally

[Signature]
As Director of Procurement and not personally

revised 01/09

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4139
ISSUE DATE: SEPTEMBER 4, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: TWO (2)
PAGE 16 OF 16
IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

VENDOR QUESTIONS

Item 22- Internet Based Services

Questions:

- 1) What is the current fee structure for the following:
 - a) Portal creation/ branding/ customization
 - b) Project creation
 - c) B&W Plans (>11x17) scanning/ indexing per sheet
 - d) BW Small format (<11x17) document scanning/ indexing per page
 - e) Digital Photos or other native documents
 - f) CD for exported files (for City use) each

A THRU F RESPONSE:

		Onetime Set up Charge	
Portal Creation/branding/customization			\$100
		Individual Project Charges	
Project creation			\$5 min
(Waived for projects over 5 sheets)			
B&W Plans (>11x17) scanning/indexing per page			\$1
Small format (11x17 & <) Document scanning/indexing per page			\$.05
Digital Photos (JPG)			
or other native documents (smaller than 2 meg)			\$.05
CD of exported files (City Use)			\$3 per CD

- 2) Please explain how the CDs with project data are distributed and to whom

RESPONSE: City project personnel can request at any point a CD of a project file and support documentation. A CD is usually created once the project is advertised and at closeout. Distribution is determined by the project manager for archive, contract designers, etc.

- a) How many project CDs are typically ordered?

RESPONSE: Due to the variety of City projects there is no "typical".

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ISSUE DATE: SEPTEMBER 4, 2012

INVITATION FOR BID NO.: 130624
IFB AMENDMENT NO.: TWO (2)

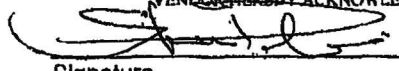
PAGE 16 OF 16

IFB DUE DATE: SEPTEMBER 20, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: JAMES GASTON

3) What data is included when the documents are indexed?

RESPONSE: All relevant documents; memos, as-builts, funding approvals, staged design drawings, etc. to the project.

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VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 9/20/12 ARC Western
Signature Date Company Name
Steven Petersen Account Executive 3955 E. Speedway St 102
Typed Name and Title Address
Tucson AZ 85712
City State Zip

**EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, AN ARIZONA TAX
LEVYING PUBLIC IMPROVEMENT DISTRICT, ON BEHALF OF THE DISTRICT,
AND AMERICAN REPROGRAPHICS COMPANY, L.L.C.,
A CALIFORNIA LIMITED LIABILITY COMPANY, D/B/A ARC-WESTERN**

Scope of Work:

Reprographic and Distribution Services related to the TCC Arena Renovation Project, and subsequent District solicitations.