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**REQUEST FOR PROPOSALS # 2009104  
Stockless Office and Classroom Supplies**

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April 7, 2009

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Mesa until **3:00 PM, Local Time, May 5, 2009**, to provide **Stockless Office and Classroom Supplies**.

**Brief Description: This Request for Proposals is intended to establish a term contract for Stockless Office and Classroom Supplies, providing next-day, desktop delivery. Fifty members of the SAVE (Strategic Alliance for Volume Expenditure) cooperative have expressed an interest in this contract and this contract will be available for potential use to any of the two-hundred-seven SAVE member agencies.**

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Please read the entire solicitation package and submit the response in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the response.

Questions concerning this solicitation should be directed to the following project contacts:

**General or Process Questions:**

**Eileen Williams**

Buyer Aide

Purchasing

(480) 644-2055

(480) 644-2655 Fax

eileen.williams@mesaaz.gov

**Technical Questions:**

**Diane Ross**

Buyer

Purchasing

(480) 644-2064

(480) 644-2655 Fax

diane.ross@mesaaz.gov

4/7/2009

V11/1/08

20 East Main Street Suite 400  
PO Box 1466  
Mesa Arizona 85211-1466  
480.644.2301 Tel  
480.644.2655 Fax  
www.mesaaz.gov

## INSTRUCTIONS

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**i.1 SUBMIT RESPONSES TO:**

City of Mesa  
Attn: Purchasing  
20 E. Main Street, Suite 400  
Mesa, AZ 85201  
PO Box 1466  
Mesa, AZ 85211-1466

Use label at the end of this solicitation package

Responses will be received publicly at this address. You may mail or hand deliver responses. E-mail or fax submissions will not be accepted. The City must actually receive submissions as specified. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

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**i.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:** (Also see Section i.15)

**Date:** May 5, 2009

**Time:** 3:00 P.M. (Local Time)

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**i.3 NUMBER OF COPIES:**

Submit a signed original and 8 copies of the response in a sealed container. Please do not put copies in binders and double-side print when possible.

- Proposals **may not** be e-mailed or faxed.

Electronic Format Requested Price Schedules Only on CD or DVD in MS Excel Format

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**i.4 RESPONSE FIRM TIME:** 120 Days from Opening

Responses shall remain firm and unaltered after opening for the number of days shown above. The City may accept the response, subject to successful contract negotiations, at any time during the response firm time.

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**i.5 SECURITY:** Proposal: \$ 0.00 Performance: \$ 0.00

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**i.6 VENDOR CONFERENCE / SITE VISIT:**  Yes  No

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**i.7 QUESTIONS.** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or the Purchasing Administrator. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the City.

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**i.8 LOBBYING.** The Respondent, his/her Agent, or Representative shall not contact, orally or in written form, any other City of Mesa employee, or appointed or elected Official regarding the contents of this solicitation or this solicitation process. The Purchasing Administrator shall disqualify a Respondent's proposal for a violation of this provision. This provision shall not prohibit public comment at City Council meetings.

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## INSTRUCTIONS

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- i.9 **ADDENDA.** The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who are on the City's bid list and to those who register on the City website when downloading solicitations. The City cannot be held responsible if Respondent fails to receive any addenda issued. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.
- i.10 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If Respondent suspects an error, omission or discrepancy in this solicitation, Respondent must immediately and in any case not later than five (5) business days in advance of the response due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the response. Respondents are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any Respondent errors or omissions.
- i.11 **PROPOSAL SECURITY.** If required herein, a Proposal Security in the amount specified must be submitted with the proposal. The Security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such Proposal Security shall be forfeited to the City of Mesa should the Respondent selected fail to execute a contract when requested.
- i.12 **FORM AND CONTENT OF RESPONSES.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of the response are required. Responses, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of an error in a price extension calculation, the unit cost will prevail. The City may require that responses be submitted on disk, CD or DVD. The response must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the response.
- i.13 **SPECIFICATIONS.** When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product is equal, is on the Respondent. Technical specifications define the minimum acceptable standard. The City reserves the right to reject responses that the City deems unacceptable.
- i.14 **RESPONSE RECEIPT.** The City will receive all responses properly and timely submitted, and will record the names and other information specified by law and rule. All responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been awarded by the City, proposals are available for inspection by contacting Purchasing (also see Section S.25).
- i.15 **LATE RESPONSES.** The Respondent assumes responsibility for having the proposal deposited on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The Respondent agrees to accept the time stamp in the City Purchasing Office as the official time.

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- i.16 **MODIFICATION / WITHDRAWAL OF RESPONSE.** Written requests to modify or withdraw the response received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the response and marked as a MODIFICATION or WITHDRAWAL of the response. Requests for withdrawal after the due date will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the due date shall be allowed solely at the City's discretion.
- i.17 **DISCLOSURE.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent must fully explain the circumstances relating to the preclusion or proposed preclusion in the Response. The Respondent shall include a letter with its Response setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- i.18 **EVALUATION PROCESS.** Responses will be reviewed by a screening committee comprised of City employees and/or authorized agents. Respondents, who, in the opinion of the committee, are best qualified and whose proposals appear to be in the best interest of the City, will be evaluated on the written proposal as well as any supplemental material or information requested by the screening committee. The City staff may or may not initiate discussions with Respondents for clarification purposes. Clarification is not an opportunity to change the response. Respondents shall not initiate discussions with any City employee or official. Points and other such evaluation methods are tools the City uses to aid in the evaluation process, but are not always definitive.
- i.19 **PRESENTATIONS/INTERVIEWS.** Respondent must provide a formal presentation/interview upon request. The City at its sole discretion may create a short list of the highest scored Respondents based on a preliminary evaluation against the evaluation criteria published in the solicitation. **Only those short-listed Respondents would be invited to give presentations/interviews.** Upon conclusion of any presentations/interviews, the City will finalize the scoring against the criteria published in the solicitation.
- i.20 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and the price proposal. All responses, regardless of the type of solicitation, must meet the following responsiveness and responsibility criteria.
- a) Responsiveness. The City will determine whether the response complies with the instructions for submitting responses including completeness of response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.
- b) Responsibility. The City will determine whether the Respondent is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced responses, past performance, references (including those found outside the response), compliance with applicable laws-including tax laws, Respondent's record of performance and integrity- e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

**INSTRUCTIONS**

- c) Technical Proposal. The City will determine how well the response meets its requirements in terms of the response to the specifications and how well the response addresses the needs of the project. The City will rank responses, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation. Respondents who do not meet the responsiveness and responsibility requirements and/or do not rank sufficiently high in the evaluation of their technical response need not be considered for price evaluation and award.
- d) Pricing Proposal. We will then evaluate the pricing proposals for responses that have met the requirements above

The elements that will be evaluated and their relative weights are:

Element	Points
Firm background and references	75
Ordering website – Content and ease of use	150
Overall Program presented	250
Core List Pricing	275
Ink and Toner Cartridges	100
Non-Core List Pricing	150

Price points will be determined using the following formula:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- i.21 **BEST & FINAL RESPONSES.** The City may request best & final responses if deemed necessary, and will determine the scope and subject of any best & final request. However, Respondent should not expect that the City will ask for best & finals to give Respondent an opportunity to strengthen Respondent’s proposal. Therefore, Respondent must submit Respondent’s best response based on the terms and conditions set forth in this solicitation.
- i.22 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Respondent must be prepared for the City to accept the response as submitted, but the City may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, the City may reject the response or revoke the award, and may begin negotiations with another Respondent. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, the City may reject response or revoke the award, and may begin negotiations with another Respondent. The City is charged by its Charter to make an award that is in the best interest of the City. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
- i.23 **COMMENCEMENT OF WORK.** If Respondent begins any billable work prior to the City’s final approval and execution of the contract, Respondent does so at its own risk.
- i.24 **RESERVATIONS.** The City reserves the right to reject any or all responses or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms, prices, and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor defects/technicalities or form errors or other informalities in any proposal. The City may seek clarification of the response from Respondent at any time, and failure to respond is cause for rejection. Submission of a response confers on Respondent no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City’s discretion and made to favor the City.

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## INSTRUCTIONS

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- i.25 **PROTESTS.** If Respondent objects to any provision of the solicitation, and/or believes the City improperly rejected its response, or believes the selected response is not in the City's best interests, Respondent may submit a written protest.

Protests must be received within seven (7) calendar days after the protester knows or should have known of the facts giving rise to the protest.

Respondent must submit the protest to the City's Purchasing Administrator who will act as the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

**PROTEST APPEAL.** If Respondent believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The Appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the Appeal to the City Council for review. If referred by the City Manager, the Council will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager or designee will issue a written response to the Appeal and this determination is final.

Protest and Appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a Protest or Appeal is resolved. Concerns raised seven (7) calendar days or more after award are not subject to this Protest/Appeal process. Protests and Appeals that do not follow the processes contained in this section will be rejected.

**PROTEST OFFICER:**

Jim Ruiz  
Purchasing Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655

**APPEALS:**

Christopher J. Brady  
City Manager  
20 East Main Street, Suite 750  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2175

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## STANDARD TERMS AND CONDITIONS

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- S.1 **CITY OF MESA ARIZONA:** Whenever the term “City” is used herein, it is referring to the City of Mesa, Arizona.
- S.2 **CONTRACTOR.** Whenever the term “Contractor” is used herein, it is referring to the Contractor as well as any subcontractors. The Contractor is fully responsible for subcontractor’s compliance with the Terms and Conditions herein as well as any resultant contract.
- S.3 **SUBCONTRACTING AND JOINT VENTURES.** The City intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. The Contractor may not subcontract work for a contract without the express written permission of the City. If the Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the City. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Mesa, nor shall the same create any obligation on the part of Mesa to pay any subcontractor. For any joint venture to be acceptable, Contractor must take full contractual responsibility for the obligation.
- S.4 **CONTRACTOR BUSINESS REQUIREMENTS.** The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. The Contractor must stay fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract and shall comply with the same. The Contractor’s personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, and privilege license and permit requirements, whether or not they have been referenced by the City.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws.

The Contractor shall comply with all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance prior to the contract commencement date. Upon request, Contractor shall demonstrate to the City’s satisfaction any programs, procedures and other activities used to ensure compliance.

Per Arizona Revised Statute (herein “A.R.S.”) §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act.

The Contractor shall be compliance with A.R.S. §35-391 and 35-393 which prohibit the Contractor from having scrutinized business operations in Sudan or Iran.

The Contractor shall be in compliance with all applicable tax requirements and shall be current in payment of such taxes.

The Contractor will be responsible for any damages to property when such property is the responsibility of or in the custody of the Contractor or its employees.

Upon request, the City may inspect or request copies of any such records it deems necessary to determine compliance with this section.

- S.5 **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS.** The Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Contractor Immigration Warranty”).

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## STANDARD TERMS AND CONDITIONS

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A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

S.6 **EMPLOYMENT PRACTICES.** Contractor asserts that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and asserts that it complies with all applicable Federal, state and local laws and executive orders regarding employment. The Contractor, its employees and subcontractors will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. §12101 et seq.) and applicable rules in performance under this Contract.

S.7 **DRUG FREE WORKPLACE PROGRAM.** Contractors are hereby advised that the City of Mesa has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the City, to ensure the safety and health of employees working on City contracts/projects.

The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties.

Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future City of Mesa contracts/projects.

S.8 **BACKGROUND CHECK:** The City may conduct criminal and driver history background checks of Contractor's officers, employees or agents who would supervise or physically perform the Contract requirements, and/or who will have access to the City's information, data, and/or facilities. Any officer, employee or agent deemed unsuitable by the City must be replaced immediately.

S.9 **FOB POINT & RISK OF LOSS.** All deliveries shall be FOB destination unless otherwise agreed. The Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder. Freight charged/terms shall be as agreed.

S.10 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Business Services Director and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Amendments may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

**Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.**

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## STANDARD TERMS AND CONDITIONS

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- S.11 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through the awarding of the contract.
- S.12 **TAX EXEMPTION.** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and Local sales/use taxes.
- S.13 **ASSIGNMENT.** No contract awarded by the City may be assigned either in whole or in part without first receiving written consent of the City. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the contract. No granting of consent to any assignment or subcontracting shall relieve the Contractor from any of its obligations and liabilities under the agreement. Any subcontracting in violation of this section shall also be void.
- S.14 **DEFAULT, TERMINATION AND OTHER REMEDIES.** The City reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The City will issue a written Notice of Default to the Contractor if in the opinion of the City, the Contractor:
- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
  - Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
  - Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
  - Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
  - Fails to complete the required work or fails to perform required services within the time frame stipulated.
  - Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the City's deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give the City cause to cancel this contract. In addition, any Contractor who is the recipient of three or more Default Notices during any twelve-month period, or five or more during the entire term of the contract, shall give the City cause for termination.

If the City terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In case of default and/or termination, the City reserves the right to purchase the services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The City may recover any actual excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

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

- S.15 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate any resulting order or contract in part or in whole upon thirty (30) days written notice. The City will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted.
- S.16 **FUNDS APPROPRIATION.** The City is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. In the event that an appropriation is not granted and operating funds are not otherwise legally available for the City to

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meet its obligations under any contract(s) resulting from this request, the City shall have the right to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date. The City will pay the Contractor all charges incurred through the termination date.

Due to ongoing budgetary constraints, certain tasks, performance frequencies, or both may be permanently reduced or eliminated by the City upon providing the Contractor with thirty (30) calendar days advance written notice during any term of this contract.

- S.17 **WARRANTY.** The Contractor warrants that all services will be performed in a good, workmanlike and professional manner. Unless otherwise agreed, the Contractor warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications. The Contractor warrants it has title to, or the right to allow the City to use, the supplies and services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.
- S.18 **CONFLICT OF INTEREST.** Pursuant to A.R.S. §38-511, the City Manager or his authorized agent may cancel any contract(s) resulting from this request within three years after award, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the City becomes an employee or agent of the Contractor.
- S.19 **QUANTITIES.** Any listing in this request referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept or pay for services which exceed its actual needs.
- S.20 **INDEMNIFICATION/LIABILITY.** The Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the City) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract. The Contractor shall assume risk of loss until delivery to the City's facility. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery. In any instance where the Contractor has accepted a tender from the City, the Contractor agrees to update the City during the course of the litigation and to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

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The City assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services.

Neither party shall be liable for incidental, special or consequential damages.

S.21 **INSPECTION OF RECORDS, FACILITIES AND EQUIPMENT.** The Contractor shall preserve the records required under this contract for a minimum of five years after the expiration of the contract. The City or its authorized agent reserves the right to inspect any records, facilities and equipment used or proposed to be used by the Contractor for the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by the Contractor in relation to the contract. The Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at the Contractor's place of business or at City of Mesa offices, as determined by the City.

S.22 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of the Contractor to the City shall be that of an independent Contractor.

The Contractor assumes full responsibility for all of the duties and responsibilities of the contract. The City assumes no liability or responsibility for work performed by any subcontractor. The Contractor shall notify the City any time a subcontractor is hired, and the City shall have the right to require the Contractor to submit an affidavit for settlement of claims prior to receiving payment for subcontracted work.

The Contractor shall pay all just claims due for services performed by employees or subcontractors, and for all material and equipment furnished or rented which is actually used in the performance of this contract. Upon request, the Contractor shall furnish satisfactory evidence that all of said persons have been fully paid.

S.23 **SUBSTITUTION OF GOODS OR SERVICES.** Should the Contractor fail to meet its contractual obligations, at its option and without notice the City may secure substitute services or goods. If the cost of obtaining substitute services or goods exceeds the contract price, the difference shall be charged back to the Contractor, or if no monies are owed the contractor/vendor, it shall promptly reimburse the City for such costs. The Contractor shall reimburse the City for any and all costs, fees, and expenses incurred in obtaining substitution services/goods and expended in obtaining reimbursement, including but not limited to administrative expenses, attorney's fees and costs.

S.24 **PERFORMANCE SECURITY.** If required herein, the successful Respondent, simultaneously with the execution of the Contract, will be required to furnish a Performance Security (Refer to i.5). The Security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said Security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said Security, if any, will be returned to Contractor upon the expiration or termination of the contract.

S.25 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. The contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

**Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.**

S.26 **PUBLIC RECORDS.** The Respondent acknowledges that the City is a public entity, subject to

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## STANDARD TERMS AND CONDITIONS

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Arizona's public records law (A.R.S. §39-121 et. seq.). Submission of a proposal may result in the disclosure of any aspect, part or portion of the proposal. Respondent hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the proposal, or in response to a public records request under Arizona's public records law or to a subpoena or other judicial process.

- S.27 **EXCLUSIVE POSSESSION.** All data provided by the City as well as all services, information, computer program elements, reports and other deliverables, which may be created under this contract, are the sole property of the City and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- S.28 **RESERVATIONS.** No term or provision of the contract shall be deemed to be waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of or payment for any goods or services hereunder, or approval of design, shall not release the other party of any of the warranties or other obligations of the contract and shall not be deemed a waiver of any such rights or remedies.
- S.29 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, fire, flood, explosion, legislation, and governmental regulation.

The party whose performance is so affected shall promptly notify the other party of all pertinent facts and take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. It is understood and agreed that settlement of strikes or other labor disputes shall be at the sole discretion of the party encountering the strike or other dispute and that the inability of Contractor or its subcontractors to meet the requirements of this Agreement as a result of labor strikes or disputes shall not be deemed to be a Force Majeure.

- S.30 **USE OF NAME.** Contractor shall not use the name of Mesa in any advertising or publicity without obtaining the prior written consent of Mesa.
- S.31 **SUPERSEDING EFFECT.** The contract documents resulting from this solicitation shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.32 **APPLICABLE LAW.** This contract shall be governed by the law of Arizona. The forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S.33 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by an Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- S.34 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

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## DETAILED SPECIFICATIONS

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1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.

2. **PROJECT GOAL.** This Request for Proposal is to establish a one-year contract with two (2) two-year renewal options with a qualified vendor whereby City of Mesa representatives can order Office and Classroom Supplies by telephone and internet for next-day delivery to various "desktop" delivery locations throughout the City.

Mesa is a member of the SAVE (Strategic Alliance for Volume Expenditures) cooperative. Fifty members of the SAVE cooperative have expressed an interest in this solicitation and may be interested in using the resulting contract. The cumulative estimated spend for office and classroom supplies for these organizations, including the City of Mesa is \$7,300,000. The final decision to participate rests solely with the individual agency. SAVE members who may not have expressed an interest to date are not precluded from participating. No volume is implied or guaranteed. The successful vendor will be responsible for reaching out to these agencies to market the products and services available under the contract. A complete list of SAVE members may be found at: <http://www.maricopa.gov/Materials/SAVE/save-members.pdf>

3. **MINIMUM QUALIFICATIONS.** The vendor shall provide the following services:

- Accept orders via the internet
- Next-day, desktop delivery for at least 95% of items available in vendor's catalog
- Separate login and password for each Agency Order Representative
- Packing slips accompanying each delivery
- Ability to accept payment through open account/purchase order
- Ability to accept payment through P-Card
- Access to on-line capabilities for reprinting invoices, statements, etc.
- Monthly usage and billing reports available in various formats such as Adobe .pdf and Microsoft Excel
- All purchase prices must be auditable by Agency staff
- Account able to be set up in hierarchical format (see Mesa example - Appendix A)
- Provide annual business review and reports that analyze purchases by agency, department, and/or division of issues including overall spend, spend by categories, on-line ordering use, recycled/green product use and historically under-utilized business use on a quarterly and annual basis
- Provide printed catalogs for each agency and ordering representative at no charge to the Agency.
- A primary account representative to support Agency Order Representatives
- A primary account representative to support Agency Accounts Payable

4. **DESIRED ELEMENTS.** The following services are desired:

- Adding, Editing and Deleting of Agency Order Representatives and delivery locations able to be done by 3-4 designated Agency administrators
- Prices to be fixed for periods no less than twelve (12) months. Escalations/De-escalations on paper may be proposed no more often than quarterly on copier paper based on a certified manufacturer's notice of price change no less than thirty (30) days prior to the effective date.
- Access to on-line capabilities for reprinting invoices, statements, etc.

5. **EVALUATION RESPONSE ELEMENTS:** Respondents shall submit the following with their response:

- Temporary login to ordering website (Order Representative level) for evaluation
- Sample Usage Report
- Sample Business Review Report(s)
- Samples of products to be provided upon request

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## DETAILED SPECIFICATIONS

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7. **DEMO PRESENTATION:** Respondents shall be ready to provide a presentation of the website to demonstrate user friendliness and accessibility for ordering and accounting purposes per the Instructions, section i.19.
8. **DELIVERY REQUIREMENTS/TERMS:** All deliveries shall be F.O.B. destination and all freight/delivery shall be included in unit prices. To specify if there are any price or delivery cost adjustments or alternative delivery methods for locations outside the Phoenix, Tucson or Yuma metropolitan areas, see page 18 Question 20. Mesa will only pay freight for special orders or orders that require rush shipping per the Order Representative's direction. It is the vendors responsibility to check with the Agency for verification of delivery days, times and locations.
9. **REMANUFACTURED TONER/INK CARTRIDGES:** The successful vendor will be asked to provide a cross reference between new cartridges and remanufactured cartridges. The use of remanufactured toner/ink cartridges is at the discretion of the ordering agency/department.
10. **FINGERPRINT CHECKS;** If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity.

11. **IRS W-9 FORMS.** In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the Agency.
12. **MATERIAL SAFETY DATA SHEETS.** Material Safety Data Sheets shall be readily available for all applicable products.
13. **INSURANCE REQUIREMENTS.** The Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1,000,000 per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without thirty (30) calendar days advance written notice to the City.

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

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## DETAILED SPECIFICATIONS

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### **Core List Items**

Respondents shall complete the Core List Price Schedule in the Excel spreadsheet provided. Each Respondent shall print out one (1) copy of the spreadsheet to submit with their written proposal and shall submit an electronic version in Excel on a CD or DVD. Responses that do not include both a printed and an electronic version of the spreadsheet shall be deemed non-responsive.

Respondents shall type in their product number on each line item in the Price Schedules.

Responses that include a material number of lines with no bids, may be deemed non-responsive.

If there are any discrepancies in product numbers, packaging or other issues, Respondents should indicate a comment number in the field provided on that line and put the corresponding comment on the comment sheet of the Excel spreadsheet.

Except on new ink and toner cartridges (Price Schedule lines 456-592) or when otherwise noted as "No Sub", where manufacturers/part numbers are specified it is for reference only and equal products may be bid. Only Original Equipment Manufacturer ink and toner cartridges will be considered in the Core List Price Schedule. Please see section 9 of the Detailed Specifications regarding the use of remanufactured cartridges. Offers that do not comply with "no substitute" requirements where specified will be deemed non-responsive.

### **Non-Core List Items**

Respondents shall attach a separate, detailed price schedule of how non-core list items are to be priced. For evaluation purposes, a spreadsheet is included for Respondents to price using this schedule. Each Respondent shall print out one (1) copy of the spreadsheet to submit with their written proposal and shall submit an electronic version in Excel on a CD or DVD. Responses that do not include both a printed and an electronic version of the spreadsheet shall be deemed non-responsive.

### **Copy Paper**

Certain agencies use other contracts including the State of Arizona contracts for a majority of their copy paper. Other Agencies/locations/users are unable to use this system and order off the office supply contract. This decision rests solely with the each Agency.

### **General Pricing Terms**

No price increases will be accepted without proper request by Contractor submitted with acceptable substantiation and response by the Mesa's Purchasing Division. Price increase requests (including notification of new catalog prices) shall be submitted no less than 30-days in advance. Catalog price updates shall not be unreasonably withheld. The Contractor shall be responsible for notifying Agencies partaking in the contract of any price increases approved by the City.

Sales/Use taxes should not be included in the RFP response prices. Sales/Use tax should be added to each invoice.

FOB: Destination

Freight Costs: Unit prices should include all shipping, insurance, transportation and unloading costs

No fuel surcharges will be accepted.

## **MILESTONES**

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**TENTATIVE TIMELINE:**

Publish RFP – April 7, 2009

RFP Due Date & Time – May 5, 2009, 3:00 P.M. (Local Time)

**BEGINNING AND END DATE OF INITIAL TERM:** July 1, 2009 through June 30, 2010.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

**EXTENSION:**

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

**RENEWAL:**

At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

2 Two-Year renewals possible at the City's option, per proposal documents

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## QUESTIONNAIRE

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*This questionnaire is being made available in a MS Word format as a separate document on Mesa's Purchasing website.*

1. Describe your company's history and experience in the office supply industry, including the length of time in the business-to-business and desktop delivery market.
2. Describe the training for your customer service representatives and their level of empowerment. What percent of customer requests are resolved in a single contact?
3. Will the Agency have a dedicated account representative to resolve questions and problems? What customer service interaction methods do you offer? Will the account representative be available to train new Agency Order Representatives?
4. Describe training and support available to Agency Order Representatives.
5. Describe in detail the stockless desktop office supply program being offered including ordering methods, paper and online catalogs, minimum order size, delivery times, order cut-off time, fill-rate percentage, next-day delivery standards, and delivery method.
6. How long will prices be firm? Describe when price increases will be scheduled.
7. How will the Agency be able to audit pricing for non-core item purchases? What is your pricing error/correction policy?
8. What is your return/restocking policy (return period, restocking charges, etc.)?
9. Describe usage, spend analysis reports available. Are they available in Excel spreadsheet format or simply as a paper or electronically presented report? Can they be customized to meet the Agency's needs? How will they be presented/made available to the Agency?
10. Does your firm have a policy on lower price matching to other firm's prices and to your own sale, retail or otherwise priced items?
11. Do you offer a business review process to assess aspects of Agency ordering? What types of items are discussed?
12. Does your firm offer any in-store programs for quick purchases? If yes, please detail. If yes, attach a list of the location(s) in Arizona.
13. Is your billing system able to accommodate the Agency's account hierarchies as exemplified in Appendix A, including the use of blanket purchase orders? Are you able to accept P-Cards?
14. Describe your internet ordering system, including its ease of use, Agency-specific customization, pricing that is displayed, individual login/PIN, security, ability to specify approvals for certain items/product lines/unit costs-dollar amounts/users, custom Agency-specific home page.
15. What ability does the website have to guide users and/or to promote use of core, green or historically underutilized business products?
16. Describe the management of Agency users and delivery locations as well as options for self-administration of certain website functions and ability to control rights.
17. Describe the implementation/transition process, timeline and resources available for this effort.
18. Payment terms (not less than net 30 days).

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## QUESTIONNAIRE

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19. Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.25?
  
20. Are there any price or delivery cost adjustments or alternative delivery methods for locations outside the Phoenix, Tucson or Yuma metropolitan areas?

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**REFERENCES**

Provide Names, contact and telephone numbers of four (4) organizations that have received similar services from our company. At least one reference should be comparable in size to Mesa's proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## SUBMITTAL CHECKLIST

Included	Item
	Temporary login to ordering website
	Sample Usage Report
	Sample Business Review Report(s)
	Completed Questionnaire
	References
	Exceptions, Confidential and Additional Materials page
	Contract Form and Signatures page
	Vendor Information page
	<u>Core List Price Schedule:</u>
	Product numbers are filled in on spreadsheet
	Discrepancies are indicated in the "Comment #" column and corresponding note is on the comments page
	<b>Printed</b> copy of Core List Price Schedule (including comments page)
	<b>Electronic</b> copy of Core List Price Schedule in Excel format on CD or DVD
	Non-Core List Price Schedule (schedule of how non-core items are priced)
	<u>Non-Core List Price Evaluation Spreadsheet</u>
	<b>Printed</b> copy of Non-Core List Price Evaluation Spreadsheet
	<b>Electronic</b> copy of Non-Core List Price Evaluation Spreadsheet in Excel format on CD or DVD
	Detailed information on any rebate program as part of the proposal
	One (1) Complete Set of Office Supply and Classroom Supplies Catalogs
	This checklist

### **ADDENDA**

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing/current\\_bids.aspx](http://www.mesaaz.gov/purchasing/current_bids.aspx) prior to the bid opening. No addenda will be issued within 3 business days of the bid opening date without adjusting the bid opening date. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Addenda Acknowledged (if any):

     #1      #2      #3      \$4      #5      #6      #7      #8      #9      #10

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

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**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Respondents shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

**Exceptions (mark one):**

- \_\_\_\_\_ No exceptions
- \_\_\_\_\_ Exceptions taken (describe--attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- \_\_\_\_\_ No confidential/proprietary materials have been included with this response
- \_\_\_\_\_ Confidential/Proprietary materials included. Respondents should identify below any portion of their response deemed confidential or proprietary (see Standard Terms and Conditions, section S.26). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Respondent and the City prior to any public disclosure. Requests to deem the entire response as confidential will not be considered.

**Additional Materials submitted (mark one):**

- \_\_\_\_\_ No additional materials have been included with this response
- \_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## PRICING PROPOSAL

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The pricing proposal consists of the following items:

- Core List Price Schedule (available in a MS Excel format as a separate document on Mesa Purchasing website).
- Detailed pricing proposal for Non-Core Items. The proposal will explain how non-core item pricing will be determined. A completed Non-Core List Price Evaluation spreadsheet shall be submitted, pricing the items as laid out in the proposal (available in a MS Excel format as a separate document on Mesa Purchasing website). Evaluation spreadsheets that are not priced consistently with the proposal will be deemed non-responsive.
- Detailed Information on any Rebate(s) that are part of this program. Identify if rebates will be based on each agency or cumulative spend on the contract. For the purpose of evaluation of RFP pricing responses, any rebate offered will be applied to core items, ink and toner, and non-core item pricing spreadsheets assuming, for the purpose of calculating the rebate percentage, a \$1,000,001 annual spend estimate.



**CONTRACT FORM AND SIGNATURES**

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**By signing and submitting this response, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has no known, undisclosed conflicts of interest.
- c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- d) The prices offered were independently developed without consultation or collusion with any of the other Respondents or potential Respondents or any other anti-competitive practices.
- e) It grants the City of Mesa permission to copy all parts of this Response, including without limitation any documents and/or materials copyrighted by the Respondent, for Mesa's internal use in evaluating Respondent's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- f) Under the provisions of A.R.S. §41-4401, Respondent hereby warrants to the City that the Respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- g) Under the provisions of A.R.S. §35-392, Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act.
- h) Under the provision of A.R.S. §35-391 and §35-393, Respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
- i) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- k) It is current in all tax obligations due to the City.
- l) The signatory is an officer or duly authorized agent of the Respondent with full power and authority to submit binding offers for the goods or services as specified herein.
- m) It will accept such terms and conditions in a resulting contract if awarded by the City.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE OF OFFER:**

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2009104**.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Edward Quedens, CPM  
As Business Services Director

## VENDOR INFORMATION

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Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Remit to Address (if different than above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

**Contact for Questions about this proposal:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_

City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ

Sales Tax Rate: \_\_\_\_\_

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_

City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ

Sales Tax Rate: \_\_\_\_\_

Certified Small Business Certifying Agency: \_\_\_\_\_

Certified Minority, Woman or  
Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

**APPENDIX A (CITY OF MESA INFORMATION)**

Mesa has been using the US Communities contract with Office Depot for stockless office supplies.

2008 Purchases	Approx. \$912,000
2007 Orders	4,000
2007 Internet Orders	97%
Average Order Size	Approx. \$200
2008 Purchases **	Approx. \$800,000
Order Representatives	Approx. 175
Delivery Locations	Approx. 112

**City of Mesa Account Hierarchy**

<b>Organizational Level</b>	<b>Activities</b>
Accounts Payable	Processing Payments Requested by Department/Responsibility Center, Receipt of Monthly Statement and Account Reconciliation
Purchasing	Issues not able to be resolved by Accounts Payable or Department/Responsibility Center, Auditing Contract Pricing, Distributing Reports to Department Heads on the purchases made by their staffs
Department/Responsibility Center (RC) (Ordering Representatives)	Placing Orders, Receipt of Invoices and Matching to Packing Slips, Initiating Payment
Delivery Location	Receiving Order, Verifying Items Against Packing Slip

Delivery locations may or may not be the same as the Department/Responsibility Center. Invoices must be mailed to the Ordering Representatives and not to the Delivery Location or to Accounts Payable.

The City desires the ability to establish, edit and delete Ordering Representatives and delivery locations by 3-4 administrators at the Purchasing level.

**APPENDIX A (CITY OF MESA INFORMATION)**

**City of Mesa Delivery Locations**

<b>BUSINESS NAME</b>	<b>ADDRESS</b>
MESA ART CENTER	1 E MAIN ST
FIRE EMS	1105 E 2ND AVE
CENTRAL PATROL DISTRICT	120 N ROBSON
MESA CEMETERY	1212 N CENTER ST
FIRE DEPT/PUBLIC ED	13 W 1ST ST
FIRE PREVENTION	13 W 1ST ST
FIRE SUPPORT	13 W 1ST ST
CRIME LAB	130 N ROBSON
IDENTIFICATION SERVICES	130 N ROBSON
PATROL RESOURCE DIV	130 N ROBSON
PD ADMINISTRATION	130 N ROBSON
PD EVIDENCE	130 N ROBSON
PD HOLDING FACILITY	130 N ROBSON
PD RECORDS	130 N ROBSON
PD TELESERVE	130 N ROBSON
POLICE DEPARTMENT - ADMIN	130 N ROBSON
POLICE DEPARTMENT - FISCAL	130 N ROBSON
POLICE DEPARTMENT - HIRING	130 N ROBSON
POLICE DEPT -IDENTIFICATION	130 N ROBSON
POLICE DEPT-CRIME LAB	130 N ROBSON
STAFF RESOURCES	130 N ROBSON
PS SYSTEMS SECTION	130 N ROBSON FL 2
COMMUNICATIONS	161 E 6TH PL FL 1
PUBLIC SAFETY COMMUNICATIONS	161 E 6TH PL FL 3
WILLIAMS GATEWAY AREA	20 E MAIN ST STE 10
PLANNING	20 E MAIN ST STE 130
PURCHASING	20 E MAIN ST STE 150
CITY AUDITOR	20 E MAIN ST STE 180
ECONOMIC DEVELOPMENT	20 E MAIN ST STE 200
PERSONNEL	20 E MAIN ST STE 250
MESA CHANNEL 11	20 E MAIN ST STE 300
ACCOUNTING SERVICES	20 E MAIN ST STE 350
FINANCIAL SERVICES	20 E MAIN ST STE 450
FINANCIAL SERVICES ADMIN	20 E MAIN ST STE 450
TAX & AUDIT COLLECTIONS	20 E MAIN ST STE 450
ENGINEERING	20 E MAIN ST STE 500
CITY CLERKS OFFICE	20 E MAIN ST STE 600
NEIGHBORHOOD OUTREACH	20 E MAIN ST STE 650
NEIGHBORHOOD SERVICES	20 E MAIN ST STE 650
REAL ESTATE	20 E MAIN ST STE 650
CITY MANAGER	20 E MAIN ST STE 750
CITY ATTORNEYS OFFICE	20 E MAIN ST STE 850
PARKS ADMINISTRATION	200 S CENTER ST BLDG 1
PARKS AND RECREATION-SCC	200 S CENTER ST BLDG 1
CODE COMPLIANCE	200 S CENTER ST BLDG 2
INFORMATION TECHNOLOGY	200 S CENTER ST BLDG 2

**APPENDIX A (CITY OF MESA INFORMATION)**

<b>BUSINESS NAME</b>	<b>ADDRESS</b>
CUSTOMER SERVICE	200 S CENTER ST BLDG 3
EMPLOYEE BENEFITS	200 S CENTER ST BLDG 3
SAFETY SERVICES	200 S CENTER ST BLDG 3
DOBSON RANCH GOLF COURSE	2155 S DOBSON RD
PARKS/WEST MAINENANCE	220 E 6TH PLACE
RIVERVIEW GOLF COURSE	2202 W 8TH ST
POLICE METRO / CAFV	225 E 1ST ST STE 102
MESA POLICE DEPT IA	225 E 1ST ST STE 207
DOBSON RANCH LIBRARY	2425 S DOBSON RD
SUPERSTITION SUBSTATION	2430 S ELLSWORTH RD
CITY COURT	245 W 2ND ST
CITY PROSECUTOR	245 W 2ND ST STE 201
DOBSON POLICE	2505 S DOBSON RD
METRO RESOURCES	255 W JUANITA AVE
COMMERCIAL FACILITIES DIV	263 N CENTER ST BLDG A
TRANS ADMIN	300 E 6TH ST
TRANSPORTATION	300 E 6TH ST
FLEET SERVICES SUPPORT	310 E 6TH ST
PURCHASING AT FLEET SERVICES	310 E 6TH ST
MAIL SERVICES	316 E 6TH ST
WAREHOUSE	316 E 6TH ST
WAREHOUSE ADMIN	316 E 6TH ST
PRINT SHOP	316 E 6TH ST # END
PRINT SHOP ADMIN	316 E 6TH ST # END
FIRE SPECIAL OPS/TRAINING	3260 N 40TH ST BLDG 4
CITY OF MESA/MUNC SEC	340 E 6TH ST
FACILITIES MAINTENANCE	340 E 6TH ST
AZ. MUSEUM FOR YOUTH	35 N ROBSON
FIRE BATTALION 201	360 E 1ST ST
FIRE/EMERGENCY	40 N CENTER ST STE 105
FIRE DEPARTMENT-ADMIN	40 N CENTER ST STE 115
FIRE PERSONNEL & WELLNESS	40 N CENTER ST STE 116
HOUSING SERVICES	415 N PASADENA
POLICE DEPARTMENT	4333 E UNIVERSITY DR
GREENFIELD WATER RECLAMATION	4400 S GREENFIELD RD
FIRE BATTALION 203	4530 E MCKELLIPS RD
FIRE STATION NUMBER 8	4530 E MCKELLIPS RD
FALCON FIELD AIRPORT	4800 E FALCON DR
MESA PD AVIATION	5110 E FALCON DR
AZ MUSEUM OF NAT HISTORY	53 N MACDONALD
BUILDING SAFETY ADMIN	55 N CENTER ST
ENVIRONMENTAL PROGRAMS	55 N CENTER ST FL 2
INFORMATION TECHNOLOGY/ISB	59 E 1ST ST
PD WGA STATION	5945 S SOSSAMAN RD
SOUTHEAST WATER RECLAMAT	6308 E BASELINE RD
RED MOUNTAIN LIBRARY	635 N POWER RD
MAIN LIBRARY	64 E 1ST ST

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**APPENDIX A (CITY OF MESA INFORMATION)**

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<b>BUSINESS NAME</b>	<b>ADDRESS</b>
ELECTRIC UTILITY	640 N MESA DR
UTILITIES ADMIN	640 N MESA DR
UTILITIES RESOURCE ADMIN	640 N MESA DR
UTILITY CONSTRUCTION	640 N MESA DR
UTILITY SERVICES	640 N MESA DR
UTILITY SERVICES ADMIN	640 N MESA DR
WATER DIVISION	640 N MESA DR FL 2
BUILDING INSPECTIONS	6935 E DECATUR ST
FIRE SUPPORT	6935 E DECATUR ST
REVENUE COLLECTIONS EMSC	6935 E DECATUR ST
STREET MAINTENANCE	6935 E DECATUR ST
PARKS/EAST MAINTENANCE	6945 E DECATUR ST
FIRE STATION 209 / BC202	7035 E SOUTHERN AVE
UTILITY CONSTRUCTION	7115 E ADOBE
SOLID WASTE	730 N MESA DR
PARKS/RED MTN MULTI-GEN CENTER	7550 E ADOBE ST
CAP WATER TREATMENT PLANT	7750 E BROWN RD
NORTH WEST WATER RECLAMAT	960 N RIVERVIEW

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## APPENDIX B (SAVE AGENCY INFORMATION)

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### SAVE Cooperative Agencies that have expressed an interest in this contract

Alhambra Elementary School District #68 (Phoenix)	Pinal County
Apache Junction Unified School District #43 (Apache Junction)	Queen Creek Unified School District #95 (Queen Creek)
Baslz School District #31 (Roosevelt)	Roosevelt School District #66 (Phoenix)
Buckeye Elementary School District #33 (Buckeye)	Safford Unified School District #1 (Safford)
Buckeye Union High School District #201 (Buckeye)	Stanfield Elementary School District #24 (Stanfield)
Catalina Foothills Unified School District #16 (Tucson)	Tempe Union High School District #213 (Tempe)
Cave Creek Unified School District #93 (Cave Creek)	Tolleson Elementary School District #17 (Tolleson)
Central Arizona Project	Tolleson Union High School District #214 (Tolleson)
City of Apache Junction	Tombstone Unified School District #1 (Tombstone)
City of Eloy	Town of Gilbert
City of Flagstaff	Town of Prescott Valley
City of Maricopa	Vail Unified School District #20 (Vail)
City of Mesa	Wilson Elementary School District #7 (Phoenix)
City of Tempe	Yuma Elementary School District #1 (Yuma)
Concho Elementary School District #6 (Concho)	Yuma Union High School District #70 (Yuma)
Coolidge Unified School District #21 (Coolidge)	
Creighton Elementary School District #14 (Phoenix)	
Douglas Unified School District #27 (Douglas)	
Florence Unified School District #1 (Florence)	
Fountain Hills Unified School District #98 (Fountain Hills)	
Fowler Elementary School District #45 (Phoenix)	
Gilbert Unified School District #41 (Gilbert)	
Glendale Elementary School District #40 (Glendale)	
Higley Unified School District #60 (Gilbert)	
Holbrook Unified School District #3 (Holbrook)	
Kingman Unified School District #20 (Kingman)	
Kyrene School District #28 (Tempe)	
Lake Havasu Unified School District #1 (Lake Havasu)	
Laveen Elementary School District #59 (Laveen)	
Liberty Elementary School District #25 (Buckeye)	
Litchfield Elementary School District #79 (Litchfield Park)	
Littleton Elementary School District #65 (Avondale)	
Marana Unified School District #6 (Marana)	
Maricopa Unified School District #20 (Maricopa)	
Mesa Public Schools #4 (Mesa)	
Osborn School District #8 (Phoenix)	
Page Unified School District #8 (Page)	
Paradise Valley Unified School District #69 (Paradise Valley)	
Pendergast School District #92 (Phoenix)	
Peoria Unified School District #11 (Peoria)	
Phoenix Elementary School District (Phoenix)	
Phoenix Union High School District #210 (Phoenix)	

A current list of all SAVE members is available at <http://www.maricopa.gov/Materials/SAVE/save-members.pdf>

## SEALED PROPOSAL

<b>Submitted by:</b>
Company Name:
Address:
City, State, Zip:

RFP # **2009104 Stockless Office and  
Classroom Supplies**  
Due Date: **May 5, 2009, at 3:00 p.m.**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201  
PO Box 1466  
Mesa, AZ 85211-1466