

CITY CLERK  
ORIGINAL

C-10598  
01/14/2016

SMALL PURCHASE CONTRACT BETWEEN  
THE CITY OF GLENDALE, ARIZONA AND GORDONGRAPHICS, INC.

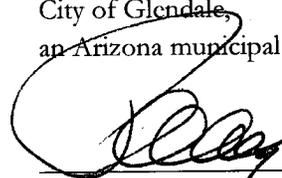
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 14 day of January 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Gordongraphics, Inc., (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**
2. Compensation. City shall pay Contractor a maximum contract price of \$ 7,134.80 for the Services as set forth in **Exhibit B** and incorporated herein by reference. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.
3. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.
4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.
5. Insurance, Bond and Indemnification.
  - (a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.
  - (b) Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations, including, but not limited to, those provisions regulated by the Arizona Registrar of Contractors and the City Engineering and Building and Safety Department. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.
  - (c) To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (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 in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract.
6. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.
7. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.
10. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

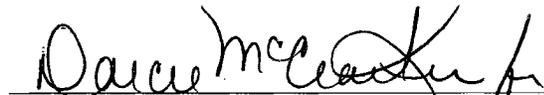
The parties enter into this Contract effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

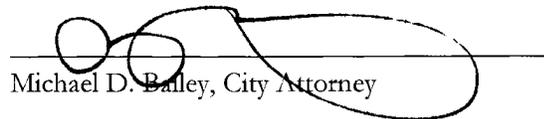


By: Richard A. Bowers  
Its: Acting City Manager

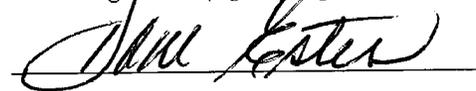
ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

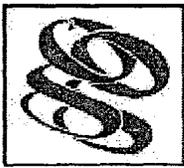
  
Michael D. Bailey, City Attorney

GordonGraphics, Inc.  
a Printing and Design Company



By: Dani Estes  
Its: Sales Representative

**EXHIBIT A**



**GordonGraphics, Inc.**  
**21640 North 14th Avenue, Suite B-2**  
**Phoenix, AZ 85027**  
**Ph: 623-582-0099 Fax: 623-582-0333**

**Estimate Number: 25371 - JE**  
 Phone: 623-930-2952

10/20/2015

John Penic  
 City of Glendale - Marketing Department  
 5800 W. Glenn Drive, Ste 150  
 Glendale, AZ 85301

Salesperson: Jim & Dani Estes  
 Telephone: 623-582-0099  
 Fax: 623-582-0333

Thank You for the opportunity to provide this estimate.  
 Final costs will be determined after review of final copy, art and customer alterations.  
 Any applicable taxes are additional.  
 There is a processing fee for credit card usage.  
 This estimate is valid for 30 days from the date that is printed on this form.  
 We look forward to working with you on this project.

**Terms: Net 30 Days**

<b>Quantities</b>	<b>56000</b>	<b>0</b>	<b>0</b>
<b>Unit Cost:</b>	<b>\$0.11764</b>	<b>\$0</b>	<b>\$0</b>
<b>Estimate Price:</b>	<b>\$6,588.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Estimate Specifications**

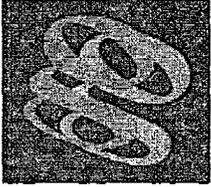
**Description** Clean & Green Newsletter 4/1 - 8 page Tabloid size  
**Finished Size:** 5.5 x 8.5  
**Stock Description:** Newsprint - 100% Recycled, White, 30#  
**Ink Colors Front:** Process Cyan, Process Magenta, Process Yellow, Process Black  
**Ink Colors Back:** Process Black  
**Film & Proof:** 1 - 8.50 x 11.00 Digital PDF Proof  
**Additional Operations:** Web Print, Mailing Services, Local Delivery - Samples to City of Glendale

**Estimate Notes:**

Postage will be calculated upon receipt of mailing list. Postage payable by separate check to US Postmaster.

**Authorized By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXHIBIT B**



**GORDON GRAPHICS, INC.**  
 21640 N. 14th Avenue, Ste B-2  
 Phoenix, AZ 85027  
 P:623-582-0099 F:623-582-0333

# INVOICE

DATE	INVOICE #
12/18/2015	15-2259

BILL TO
<b>City of Glendale</b> <b>5850 W. Glendale Ave.</b> <b>Glendale, AZ 85301</b>

SHIP TO
<b>City Hall</b> <b>5850 West Glendale</b> <b>Glendale, AZ 85301</b>

P.O. NUMBER	TERMS	REP	SHIP DATE	VIA
Debbie Coy	Due on receipt	Estes		GG Truck
QUANTITY	DESCRIPTION			AMOUNT
56,000	Clean & Green Newsletters/Mailing Services			6,588.00T

A processing fee may be added to any payments made by credit card. A finance charge of 1.5% will be charged on past due accounts.			<b>SUBTOTAL</b>	<b>\$6,588.00</b>
<i>It's a pleasure to be of service!</i>			<b>SALES TAX (8.3%)</b>	<b>\$546.80</b>
			<b>TOTAL</b>	<b>\$7,134.80</b>
PHONE #	FAX #	ACCOUNTS RECEIVABLE E-MAIL	<b>PAYMENTS/CREDITS</b>	<b>\$0.00</b>
623-582-0099	623-582-0333	Dani@gg-az.com	<b>BALANCE DUE</b>	<b>\$7,134.80</b>