

**CITY CLERK
ORIGINAL**

C-11389
12/01/2016

**SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND CENTURY GRAPHICS INC.**

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this *1st* day of *December 2016* between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Century Graphics Inc., (the "Contractor"). City and Contractor agree as follows:

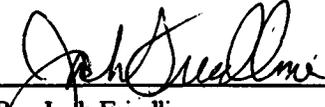
1. **Scope of Work.** Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**
2. **Compensation.** City shall pay Contractor a maximum contract price of \$ 5,866.91 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. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of 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.

[Signatures on the following page.]

City of Glendale,
an Arizona municipal corporation



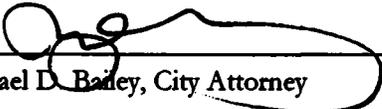
By: Jack Friedline
Its: Director

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Century Graphics, Inc.
a Printing and Design Company



By: Barbara Knight
Its: President - Owner

**SMALL PURCHASE CONTRACT BETWEEN
CITY OF GLENDALE, ARIZONA AND CENTURY GRAPHICS INC.**

EXHIBIT A

Scope of Work

Century Graphics Inc. will prepare and mail the Clean & Green Newsletter in accordance with the attached quotation.



2960 GRAND AVENUE • PHOENIX, ARIZONA 85017 • (602) 271-4060 • FAX (602) 271-4064

QUOTATION

TO: CITY OF GLENDALE

DATE: October 13, 2016

ATTN: JOHN PENIC

QUOTE NO: 19623

SALES REP: Century Graphics/cj

DESCRIPTION: TABLOID - 8 PAGE - SELF COVER

SIZE: 5.5 X 8.5

STOCK: 27.7 # WHITE RECYCLED NEWSPRINT

INK COLOR: 4CP / 4CP

BLEEDS: YES

COPY: COMPUTER FILES DIRECT TO PLATE FURNISHED TO CG SPECIFICATIONS- SUBJECT TO REVIEW
UPON RECEIPT OF ACTUAL MATERIAL.

PROOF: EPSON & DIGITAL BLUELINE

BINDING/FINISHING: TRIM, FOLD TO 5.5X8.5 NOT SADDLE STITCHED

PACKAGING: SKID TABLOID TO BE MAILED & BOX BALANCE - FOB 1 LOCAL DELIVERY

MAIL PREP: IMPORT DATA, NCOA, CASS CERTIFY, STANDARDIZE, INKJET, PRESORT, REQUIRED TABBING, SORT
& TRAY, DELIVERY TO POST OFFICE - POSTAGE NOT INCLUDED IN PRICE

MAIL PREP COST: 54,342 TO BE MAILED - THEY PROVIDE THE LIST

Quantity: 56,000

Price: \$3,778.00

Tax: \$ 324.91

Total: \$4,102.91

Est Mail Prep Add'l: \$31.50 per M

*The above prices are Cash Prices (Cash, ACH or Check). Non cash price is an additional 3.4%.

Thank you for the opportunity of submitting this proposal. The above prices, which are subject to acceptance within 30 days, are based on current rates for labor and are guaranteed only for work completed within 60 days of proposal date. Material prices are subject to market price changes. Prices are subject to revision upon receipt of art and/or copy. Customer changes in specifications and/or artwork will be charged in addition at prevailing rates. We shall be pleased to manufacture subject to approval of credit and conditions of sale on the reverse hereof. All prices are subject to applicable taxes. We abide by PIA printing standards on all printed jobs.

WE ACCEPT THIS PROPOSAL SUBJECT TO THE TERMS AND CONDITIONS AS STATED ON THE FACE AND REVERSE OF THIS PROPOSAL.

ACCEPTED BY _____

DATE: _____

**SMALL PURCHASE CONTRACT BETWEEN
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EXHIBIT B

Compensation

The total amount of compensation paid to Century Graphics Inc. for full completion of all work required by the Project must not exceed \$5,866.91 for the entire term of the contract.