



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

**21**

2. Council Meeting Date:  
February 26, 2009

TO: **MAYOR & COUNCIL**

3. Date Prepared: February 9, 2009

THROUGH: **CITY MANAGER**

4. Requesting Department: Public Works

5. **SUBJECT:** Extend Agreement No. EN6-962-2264 for one year with Scott Reprographics for blueprinting services in an amount not to exceed \$50,000.

6. **RECOMMENDATION:** Recommend extending Agreement No. EN6-962-2264 for one year with Scott Reprographics for blueprinting services in an amount not to exceed \$50,000.

7. **BACKGROUND/DISCUSSION:** Blueprinting services are required to print drawings and documents for construction projects and includes delivery to City offices and City consultants upon request. Based on last year's usage (Council approved \$50,000 last year) and the projected upcoming projects, staff is requesting a not to exceed amount of \$50,000. Blueprinting requirements are different for each construction project. The following are examples of the type of services utilized: digital bond reproductions, enlargements, and reductions on digital bond.

8. **EVALUATION PROCESS:** A one-year agreement with three optional one-year extensions was awarded to Scott Reprographics for blueprinting services in April 2006. Council approved a one-year extension in March 2007 and in March 2008. The agreement expires April 30, 2009. Staff is satisfied with the service being provided by the current contractor and is requesting a one year extension.

9. **FINANCIAL IMPLICATIONS:** Funds for blueprinting services will be from various departments printing accounts.

10. **PROPOSED MOTION:** Move to extend Agreement No. EN6-962-2264 for one year with Scott Reprographics for blueprinting services in an amount not to exceed \$50,000.

**APPROVALS**

11. Requesting Department

Sheina Hughes, Assistant Public Works Director/City Engineer

13. Department Head

R.J. Zeder, Public Works Director

12. Procurement Officer

Glenda Shackelford, CPPB

14. City Manager

W. Mark Peritz

AMENDMENT NUMBER THREE  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
SCOTTBLUE REPROGRAPHICS for BLUEPRINTING SERVICES  
AGREEMENT NO. EN6-962-2264

This Amendment No. Three (3) to that certain Agreement Between the City Of Chandler (CITY) and ScottBlue Reprographics (CONTRACTOR) for Blueprinting Services dated February 22, 2006, and is entered into this            day of            , 2009.

WHEREAS, a one year agreement with three (3) additional one year renewal options was awarded to ScottBlue Reprographics for Blueprinting Services. The agreement was extended for one year periods in March 2007 and March, 2008. This is the third and final renewal option.

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, May 1, 2009 through April 30, 2010,
2. Attached "Contractor Immigration Warranty" documents shall be incorporated as Exhibit C. **Section 2.4. Compliance with Applicable Laws** of agreement is amended to add the following language,
  - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
  - 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
  - 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
  - 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
  - 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.
- 3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

CONTRACTOR:

By: *Dennis Stevenson*  
Title: VP

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *[Signature]*

ATTEST: (If corporation)

ATTEST:  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)  
\_\_\_\_\_

[SEAL]

**EXHIBIT C**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

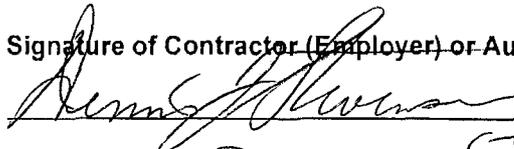
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: EN6-962-2264</b>		
<b>Name (as listed in the contract): ScottBlue Reprographics</b>		
<b>Street Name and Number: 133 West 1<sup>st</sup> Ave.</b>		
<b>City: Mesa</b>	<b>State: AZ</b>	<b>Zip Code: 85210</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

  
\_\_\_\_\_

**Printed Name:** Dennis Stevenson

**Title:** Vice President

**Date (month/day/year):** Jan, 27, 09