



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

20

2. Council Meeting Date:

May 14, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: April 15, 2009

THROUGH: CITY MANAGER

4. Requesting Department: C.A.P.A.

5. SUBJECT: Extend Agreement No. AS8-966-2576 for one year for Overflow Copying, Printing and Bindery Services, with JC Printing in an amount not to exceed \$100,000.

6. RECOMMENDATION: Recommend extending Agreement No. AS8-966-2576 for one year for Overflow Copying, Printing and Bindery Services, with JC Printing in an amount not to exceed \$100,000.

7. HISTORICAL BACKGROUND/DISCUSSION: These services are needed to ensure that printing and copying will be provided in a timely manner to meet schedules requested by City staff. The contract includes the pick up and delivery of documents at Administrative Services.

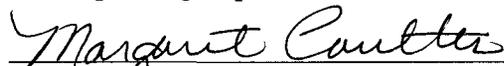
8. EVALUATION PROCESS: In April 2008, a one year agreement with two one year optional extensions was awarded to JC Printing for Overflow Copying, Printing and Bindery services. The one year agreement expires June 30, 2009, and staff is requesting a one year extension. The Contractor has agreed to extend the agreement for one year with no changes to the current contract.

9. FINANCIAL IMPLICATIONS: Funds for Overflow Copying, Printing and Bindery Services will be from various departments printing accounts.

10. PROPOSED MOTION: Move to extend Agreement No. AS8-966-2576 for one year for Overflow Copying, Printing and Bindery Services, with JC Printing in an amount not to exceed \$100,000.

APPROVALS

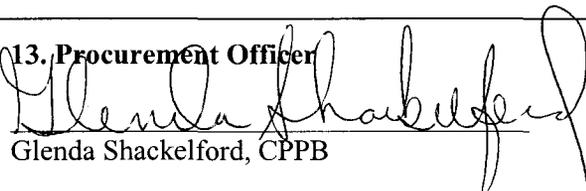
11. Requesting Department


Margaret Coulter, Communications Manager

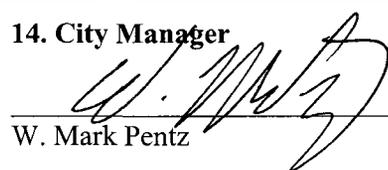
12. Department Head


Nachie Marquez, C.A.P.A. Director

13. Procurement Officer


Glenda Shackelford, CPPB

14. City Manager


W. Mark Pentz

AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER &
J.C. PRINTING FOR OVERFLOW PHOTO COPYING/PRINTING/BINDERY SVCS
AGREEMENT NO. AS8-966-2576

This Amendment No. One (1) to that certain Agreement Between the City Of Chandler (CITY) and J.C. Printing (CONTRACTOR) for Overflow Photo Copying/Printing/Bindery Services dated May 23, 2008, and is entered into this day of , 2009.

WHEREAS, a one year agreement with two (2) additional one year renewal options was awarded to J.C. Printing for Overflow Photo Copying/Printing/Bindery Services. This is the first one year renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 6, Term, is hereby amended to extend the contract one year beginning July 1, 2009 terminating on June 30, 2010,
2. Attached as Exhibit A to this Amendment is the "Contractor Immigration Warranty" described in Paragraph 2.4.1. of this Amendment which is to be executed by Contractor at the time of execution of this Amendment.
3. 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.

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.

4. 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: *[Signature]*
Title: PRESIDENT

APPROVED AS TO FORM:

City Attorney *[Signature]*

ATTEST: (If corporation)

ATTEST:

City Clerk

Secretary

WITNESS: (If individual or Partnership)

[SEAL]

EXHIBIT A

**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.

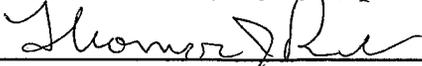
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: AS8-966-2576		
Name (as listed in the contract): J.C. Printing		
Street Name and Number: 3114 E. Indian School Rd.		
City: Phoenix	State: AZ	Zip Code: 85016

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: Thomas J Rich

Title: President

Date (month/day/year): 4-9-09