



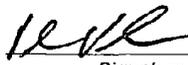
CONTRACT AMENDMENT

Solicitation No. Q11-08 Page 1 of 1
 Description: Closed Captioning Services
 Amendment No. Four (4) Date: 2/3/2015

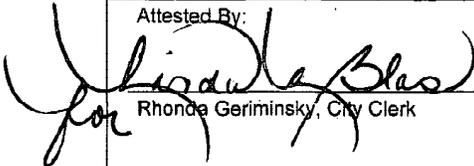
Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 2/28/2015. The contract is renewed and the new contract term is: **3/1/2015 – 2/28/2016. LAST YEAR OF CONTRACT**

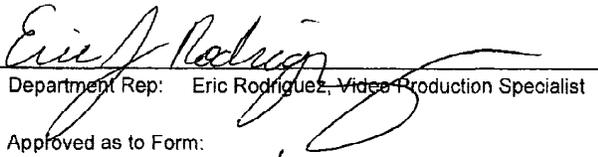
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

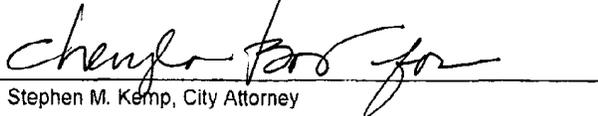
	<u>3/20/2015</u>	Peter G. Phan	TPUSA-FHCS, Inc. dba Teleperformance RapidText
Signature	Date	Typed Name and Title	Company Name
<u>111 North First Street, Suite 201</u>		<u>Burbank</u>	<u>CA</u> <u>91502</u>
Address		City	State Zip Code

Attested By:


 for Rhonda Geriminsky, City Clerk


 Director: Bo Larsen, Public Information Director


 Department Rep: Eric Rodriguez, Video Production Specialist
 Approved as to Form:


 Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:
March 26, 2015 at Peoria, Arizona


 Darf Zenko, Materials Manager



City Seal
 Copyright 2003
 City of Peoria, Arizona



CONTRACT AMENDMENT

Materials Management Procurement

9875 N 85th Ave, 2nd Fl
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Lisa Houg

Solicitation No Q11-08

Page 1 of 1

Description Closed Captioning Services

Amendment No Three (3)

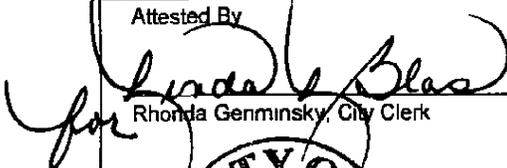
Date 1/16/2014

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/28/2014 The contract is renewed and the new contract term is 3/1/2014 – 2/28/2015

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

	January 21 2014	Peter G Phan	Aegis Receivables Management, Inc dba Aegis RapidText, Inc	
Signature	Date	Typed Name and Title	Company Name	
111 N First Street, Ste 201		Burbank	CA	91502
Address		City	State	Zip Code

Attested By

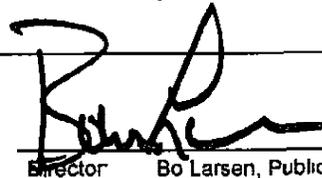

for Rhonda Genminsky, City Clerk



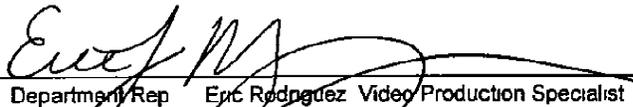
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City of Peoria Arizona

CC Number

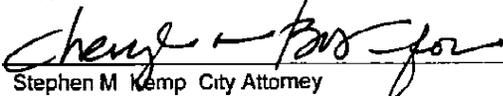
ACON09311C
Contract Number



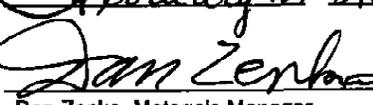
Director Bo Larsen, Public Information Director


Department Rep Eric Rodriguez Video Production Specialist

Approved as to Form


Stephen M Kemp City Attorney

The above referenced Contract Amendment is hereby Executed

February 12 2014 at Peoria Arizona

Dan Zenko Materials Manager

Rae



CONTRACT AMENDMENT

Solicitation No. Q11-08 Page 1 of 1
 Description: Closed Captioning Services
 Amendment No. Two (2) Date: 1/28/2013

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 2/28/2013. The contract is being amended to extend the contract term. The new contract term is 3/1/2013 – 2/28/2014.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	1-29-2013	Peter G. Phan, Authorized Signatory	Aegis Receivables Management, Inc. dba Aegis RapidText, Inc.	
Signature	Date	Typed Name and Title	Company Name	
111 N. First Street, Ste. 201		Burbank	CA	91502
Address		City	State	Zip Code

Attested By:
 City Clerk

Manager: Bo Larsen, Public Information Manager

 Department Rep. Eric Rodriguez, Video Production Specialist

CC Number
 ACON09311B
 Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
 Feb. 26, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor



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 (Rev 07/05/11)

Official File



City of Peoria, Arizona Request for Quotation



Request for Quotation No: **Q11-08** Bid Due Date: **December 2, 2010**
 Materials and/or Services: **Closed Captioning Services** Time: **5:00 P.M. AZ Time**
 Contact: **Lisa Houg, CPPB**
 Location: City of Peoria, Materials Mangement Phone: **(623) 773-7115**
 Mailing Address: **9875 N. 85th Ave., 2nd Floor, Peoria, AZ 85345**

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Vendor Quotation

Company Name	Address	City	State	Zip Code	Telephone
Aegis RapidText, Inc	111 N. First St. Ste 201	Burbank	CA	91502	800-234-0304

Glory L. Johnson Vice Pres. Media Svcs Dec 1, 2010
 Signature Typed Name Title Date

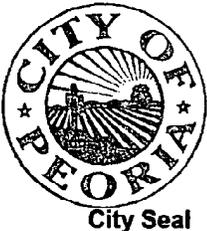
ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Purchase Order.

Attested by:
Wanda Nelson
 City Clerk

City of Peoria, Arizona. Eff. Date: 3/1/2011

Ellen Van Riper, Assistant City Attorney
Ellen Van Riper
 Approved as to Form Stephen M. Kemp, City Attorney



A **CON 093114**
 Contract Number
 Official File

Awarded on February 23, 2011
Herman F. Koebergen
 Herman F. Koebergen, Materials Manager



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

Q11-08 CLOSED CAPTIONING SERVICES

**THE CITY OF PEORIA AND AEGIS RAPIDTEXT, INC. HAVE
AGREED TO THE REVISIONS AS INDICATED IN THE ATTACHED
STANDARD AND SPECIAL TERMS AND CONDITIONS.**

STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
- c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that 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").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is 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.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. LEGAL REMEDIES: All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code, provided however, that should the Parties fail to resolve any dispute within the period provided hereunder, either Party shall have the right to terminate this Contract.

5. CONTRACT: The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. CONTRACT AMENDMENTS: This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. CONTRACT APPLICABILITY: The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. SEVERABILITY: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. RELATIONSHIP TO PARTIES: It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. INTERPRETATION-PAROL EVIDENCE: This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement.

executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. NO DELEGATION OR ASSIGNMENT: Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. SUBCONTRACTS: No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. RIGHTS AND REMEDIES: No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. INDEMNIFICATION: AND LIMITATION:

15.1 Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the ~~acts, errors, mistakes, omissions, work or services~~ negligence of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any ~~acts, errors, mistakes, omissions, work or services~~ negligence in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose ~~acts, errors, mistakes, omissions, work or services~~ negligence the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

City shall indemnify, defend and hold Contractor, its subsidiaries, affiliates, and each of their respective director, officers, employees, agents, or representatives, harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including without limitation reasonable attorneys' fees (collectively, "Claims"), which arise out of or relate to City's breach of this Contract or City's use of the services, except those resulting from the willful misconduct of Contractor.

15.2 Limitation. EXCEPT AS PROVIDED HEREIN, SERVICES ARE PROVIDED AS IS WITHOUT ANY WARRANTIES. CONTRACTOR MAKES NO WARRANTIES EXPRESSED OR IMPLIED AS TO THE SERVICES TO BE SUPPLIED HEREUNDER AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. IN THE EVENT THAT THE CITY DISPUTES THE PERFORMANCE OF SERVICES BY CONTRACTOR, CONTRACTOR RESERVES THE RIGHT TO RE-PERFORM THE WORK WITHIN A REASONABLE TIME. THE RE-PERFORMANCE OF THE SERVICE SHALL BE THE SOLE REMEDY OF THE CITY IN CONNECTION WITH SUCH DISPUTE.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS CONTRACT IN ANY WAY, INCLUDING, BUT

NOT LIMITED TO, LOSS OF DATA, LACK OF SERVICES, OR LOSS OF REVENUES OR PROFITS, EVEN IF A PARTY HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF THE FOREGOING. CONTRACTOR'S MAXIMUM LIABILITY TO THE CITY ARISING UNDER OR IN RELATION TO THIS CONTRACT FOR ANY AND ALL CLAIMS AND REGARDLESS OF THE FORM OF ACTION (I) WILL BE LIMITED TO PROVEN, ACTUAL, OUT-OF-POCKET EXPENSES, WHICH ARE REASONABLY INCURRED BY THE CITY AND (II) IN THE AGGREGATE SHALL NOT EXCEED THE FEES PAID BY THE CITY TO CONTRACTOR DURING THE THREE (3)-MONTH PERIOD PRECEDING THE INITIAL ACT OR FAILURE GIVING RISE TO THE FIRST CLAIM. THIS LIMITATION OF LIABILITY IS NOT APPLICABLE TO CITY'S OBLIGATION FOR SUMS PAYABLE TO CONTRACTOR IN CONNECTION WITH SERVICES UNDER THIS CONTRACT.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term Term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this ~~contract~~ Contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a 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.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City 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 made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this ~~contract~~ Contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this

~~contract~~Contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation. The City shall provide notice to Contractor of the non-conformance of the captioned content with the specification of this Contract within thirty (30) days after delivery of the captioned content; otherwise, such captioned content will be deemed finally accepted by the City as compliant with Contractor's warranties under this Section.

22. INSPECTION: All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. TITLE AND RISK OF LOSS: The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26. SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. LIENS: All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. LICENSES: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. PATENTS AND COPYRIGHTS: ~~All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be~~

Pre-Existing and Independently Developed Works. Contractor will retain all right, title, and interest in any software, ideas, concepts, know-how, processes, development tools, techniques, or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without use or incorporation of the intellectual property of the other party.

Contractor Ownership Rights. Insofar as Contractor is in the business of creating innovations, Contractor retains all right, title, and interest in and will be free to use all ideas, concepts, know-how, software, software development tools, know-how, methodologies, processes, technologies, and/or algorithms used in performing the services, which are based on trade secrets or proprietary information of Contractor or are otherwise owned or licensed by Contractor. Contractor will retain ownership of any Contractor - owned intellectual property rights as incorporated into software or tools that are used in producing any deliverables, even if such ideas, concepts, know-how, or other intellectual property is used or embedded in such deliverables.

The City understands and agrees that it is engaging Contractor to provide transcription/captioning services for materials furnished by the City (such materials collectively "City-Provided Materials") and all such City-Provided Materials transcribed/captioned by Contractor (the "Work") shall be works for hire and Contractor hereby transfers and assigns to the City any right, title or interest Contractor may have to the Work, and such Work shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

- 30. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 31. COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
- 33. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
- 34. DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
- 35. FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
- 36. PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
- 37. PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
- 38. PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q11-08

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Closed Captioning Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Fixed Price

6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.

9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only.

10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

a. Plan and Method of Approach.

- b. Qualifications and Experience.
- c. Cost Considerations.
- d. Conformance to Request for Quotation.

The City reserves the right to consider historic information and facts, whether gained from the Vendor's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Vendors, while conducting the proposal evaluations.

11. Interview Guidelines: During the interview, which may be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.

12. Proposal Opening: Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

13. Non-Exclusive Contract: Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

14. Price Adjustment: The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

15. Price Reduction: A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

16. Discussions: In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

17. Insurance Requirements: The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

18. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a ~~\$2,000,000 Products/Completed Operations Aggregate~~ and a \$2,000,000 ~~General Annual~~ Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 ~~each occurrence~~ with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

19. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

20. Cancellation and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

21. Independent Contractor:

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's negligence ~~negligence, omissions and intentional acts.~~

ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the ~~acts, errors, mistakes, omissions, work or services~~ negligence of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any ~~acts, errors, mistakes, omissions, work or services~~ negligence in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as

limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

22. Key Personnel: It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

23. Billing: All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

24. Licenses: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

25. Confidential Information:

a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

26. Identity Theft Prevention: The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons.

Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes

related to performance of the Contract.

b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.

c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.

d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

e. Ensure that offices and workspaces containing customer information are secure.

f. Ensure that computer virus protection is up to date.

27. Contract Termination: Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

28. Cancellation: The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract, subject to Section 16 of the Standard terms and Conditions. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

a. The contractor provides material that does not meet the specifications of the contract;

b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

a. Cancel any contract;

b. Reserve all rights or claims to damage for breach of any covenants of the contract;

c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

i. Deduction from an unpaid balance;

ii. Any combination of the above or any other remedies as provided by law.

29. Contract Default: The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or

b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the ~~contractor~~Contractor shall be liable to the City for any excess costs for such similar supplies or services.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that 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").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is 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.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes



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pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.



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13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party



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shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a 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.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City 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 made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.



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30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Closed Captioning Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Plan and Method of Approach.
 - b. Qualifications and Experience.
 - c. Cost Considerations.
 - d. Conformance to Request for Quotation.

The City reserves the right to consider historic information and facts, whether gained from the Vendor's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Vendors, while conducting the proposal evaluations.



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11. **Interview Guidelines:** During the interview, which may be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
12. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
13. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
14. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
17. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.



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The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

18. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.



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19. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

20. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

21. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

22. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must



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agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
23. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
24. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
25. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
26. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.



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f. Ensure that computer virus protection is up to date.

27. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

28. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

29. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



SCOPE OF WORK

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Solicitation Number: Q11-08

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. SUMMARY:

The City of Peoria is requesting proposals from qualified firms with the ability to provide real-time closed captioning services remotely for the Peoria Channel 11 programming and web streaming.

II. SCOPE OF SERVICES:

A. Service Requirements

- 1) Closed Captioning services are required but not limited to approximately 12 City Council, 18 City Council Study Sessions, 18 Planning and Zoning Meetings, 3 City Budget Meetings, and any other broadcasted meetings requested by the City of Peoria per year. Most meetings are held in the City's Council Chamber located at 8401 W. Monroe Street and remote meetings are held at 2 different locations, Pine Conference Room - 8401 W. Monroe Street inside City Hall, and Public Safety Administration Building - Peoria Conference Room - 8351 W. Cinnabar, 2nd Floor.
- 2) The Firm will supply the captioning transcripts in a text file of the broadcast to Channel 11 no later than 24 hours after the conclusion of the meeting.
- 3) If the Firm misses or is late for captioning a meeting they will be responsible to schedule with Peoria Channel 11 to re-caption the meeting within 24 hours.
- 4) In order to facilitate the creation, editing and transmitting of real-time captions to Peoria Channel 11 and web streaming, the Firm shall perform its work on computer-aided transcription equipment. The City of Peoria will provide the analog encoder and telephone audio interfaces for live broadcast. At this time the City of Peoria owns 2 models of analog encoders, Evertz Model 8084AD and Link Model PCE845.

B. Post-Production Caption Services (Optional)

- 1) Firm may be asked to provide captioning services of post-produced City programs. Peoria Channel 11 would provide a DVD, DVCpro or digital file.
- 2) Firm may be asked to translate or caption in another language.

III. SUBMITTAL REQUIREMENTS:

A. Submittal Requirements

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the RFQ. Proposals shall be on 8 ½" x 11" paper with text on one side only. All submittal information must contain data for the local office(s) which will be performing the work. The proposals shall not exceed ten (10) pages in length, but shall include the following:

- a. Plan and Method of Approach to accomplish the required services.
- b. Qualifications and Experience.
 - Describe firm and staff qualifications and direct experience.
 - Provide number of years firm has been in business, staff certifications, and any other relevant information.
- c. Complete Price Sheet, References and Questionnaire.



SCOPE OF WORK

Materials Management Procurement

Solicitation Number: Q11-08

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

B. Proposal Evaluation and Selection Process:

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- 1) Plan and Method of Approach.
- 2) Qualifications and Experience.
- 3) Cost Considerations.
- 4) Conformance to RFQ.

Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to the following location:

City of Peoria
Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

The proposal shall be due no later than 5:00 p.m. on December 2, 2010.

Lisa Houg, Contract Officer is the contact person and all questions regarding the proposal should be directed to Lisa Houg via email at Lisa.Houg@peoriaaz.gov



PRICE SHEET

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: **Q11-08**

Company Name:

Item	Description of material and/or services	Unit	Unit Price
1.	<p>Hourly Rate for realtime closed captioning services *List any other rates or fees that may apply. None</p> <p>See page 8, section C for details.</p> <p>Optional Post-Production Caption Services: See page 8, Section D for details, with optional rates on page 9.</p>	HR	\$ <u>93⁰⁰</u>



REFERENCES

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **Q11-08**

Please list a minimum of three (3) references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: The City of Los Angeles (L.A. City View 35)
Contact: Tony Ighani, Station Manager
Address: 120 South San Pedro, Suite 630
Los Angeles, CA
Phone: 213-485-4419
Email: tony.ighani@lacity.org
Type of Work: RealTime broadcast captioning of City Meetings
2. Company: United States Office of Personnel Management
Contact: John Susnir, AV Production Specialist
Address: 1900 E Street N.W, Room 5347
Washington, DC 20415
Phone: 202-606-2863
Email: John.susnir@opm.gov
Type of Work: Live captioning of USOPM dept meetings and
public meetings + trainings
3. Company: City of Rio Rancho
Contact: Rebecca Martinez, Deputy Clerk
Address: 3200 Civic Center NE
Rio Rancho, NM 87144
Phone: 505-896-8709
Email: ramartinez@ci.rio-rancho.nm.us
Type of Work: Closed Captioning of city government meetings



QUESTIONNAIRE

Solicitation Number: **Q11-08**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118



Attach a copy of your Business License to your bid submittal.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X_____.

If yes, please provide details and documentation of the certification.

DATE 10/30/08

CITY OF BURBANK

BT - 63121

BUSINESS TAX REGISTRATION CERTIFICATE

This Certificate signifies that the business or person named on the face hereof has fulfilled the requirements of Section 2-4-010 of the Burbank Municipal Code by registering with the License and Code Services Division and paying the required registration fee and business tax. This certificate is non-transferable, and does not constitute a business license or business permit unless otherwise designated.

ENTERTAINMENT/RELATED SERVICES

**AEGIS RAPIDTEXT INC
111 N FIRST ST 201
BURBANK CA 91502**



101A

POST IN A CONSPICUOUS PLACE

THIS CERTIFICATE IS NOT VALID AT ANY OTHER ADDRESS THAN LISTED ON THIS CERTIFICATE

**Response to Request for Quotation
Closed Captioning Services for the
City of Peoria, Arizona**

December 2, 2010

Attention:

Lisa Houg, CPPB
City of Peoria, Materials Management,
9875 N. 85th Ave., 2nd Floor,
Peoria, AZ 85345

Submitted by:

Glory Johnson, Vice Pres., Media Services
Aegis RapidText, Inc.
Tel: 800-234-0304 ext 46902
Email: glory.johnson@aegisglobal.com
111 North First Street, Suite 201

December 1, 2010

Lisa Houg, CPPB
City of Peoria, Materials Management
9875 N. 85th Ave., 2nd Floor
Peoria, AZ 85345

Re: RFP for Closed Captioning Services, City of Peoria, Arizona

To whom it may concern,

Aegis RapidText welcomes the opportunity to provide Closed Captioning Services for the City of Peoria, Arizona.

I have read and understand the instructions and scope contained in this RFP.

Aegis RapidText (RapidText), was founded in 1988, and has provided captioning and transcription services for government, business, entertainment and educational clients for over 20 years. We believe that based on our experience, capabilities, and solid business structure, we are the perfect match to provide these captioning services for the City of Peoria.

I trust you will find everything in order; however should you have any questions or need clarification on any items, please contact Kathy Furlan at 1-800-234-0304 ext 47124 (kathy.furlan@aegisglobal.com).

Thank you for the opportunity to participate in this Bid.

Sincerely,



Glory L. Johnson
Vice President, Media Services
Aegis RapidText, Inc.
111 North First Street, Suite 201
Burbank, CA 91502

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Cover letter
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Attachments:

Price Sheet
References
Questionnaire
Business License

Aegis RapidText – Company Profile

Aegis Rapidtext began as Rapidtext, founded in 1988 as a captioning software development company. With this technical background and knowhow, the company soon began services in transcription and captioning in 1990. Rapidtext quickly became a pioneer in the captioning industry.

Some company firsts include:

- First to offer instant steno translation to generic PC (1988)
- First to caption a live video teleconference (Los Angeles to Chicago)
- First remote classroom captioning (Auburn University)
- First to caption simultaneously to Internet, Broadcast and a third venue
- First to have Spanish and English captions simultaneously displayed from one software

RapidText has shown steady growth through the years.

- In 2004 Rapidtext purchased The Transcription Company.
- In 2006 both companies were acquired by PeopleSupport, Inc and became PeopleSupport Rapidtext.
- In 2008 PeopleSupport was purchased by Aegis Communications, Inc.
The name was changed to Aegis RapidText, Inc.

Aegis RapidText Today

Aegis RapidText (based in Burbank, CA) is a wholly owned subsidiary of Aegis USA, Inc., a \$600M+ global Business Process Outsourcing (BPO) leader headquartered in Los Angeles, CA. In turn, Aegis USA, Inc. is a privately-held subsidiary of \$15B Essar Group. This scale and financial backing is best-in-class in the Captioning Industry, assuring the City of Peoria that Aegis RapidText can successfully execute the City of Peoria's current in-scope requirements, as well as any future requirements that may arise. Aegis RapidText is an equal opportunity employer.

Today, Aegis RapidText's primary services include Realtime Captioning, Offline Captioning, Subtitling, translation, and Transcription, with a customer base ranging from government entities and major entertainment companies, to colleges and universities, businesses, hospitals and legal entities nationwide. RapidText's original founder Glory Johnson still serves as the Vice President of Media Services.

A. Plan and Method of Approach to accomplish required services

A.1. Aegis RapidText Solution for Closed Captioning Services for City of Peoria

Aegis RapidText already has a well-established captioning solution in place, which appears to be perfectly suited for integration with the broadcast captioning goals of the City of Peoria. This simplifies the implementation plan considerably.

We easily have the capacity to caption for 12 City Council, 18 City Council Study Sessions, 18 Planning and Zoning Meetings, 3 City Budget Meetings, and any other broadcasted meetings requested by the City of Peoria per year.

Aegis RapidText Solution Overview

 What	 Where	 Who	 When	 How
<p>GOAL:</p> <p>Deliver quality Closed captioning services for meetings of the City of Peoria</p> <p>Captioning will be delivered remotely</p>	<p>ADMINISTRATION:</p> <p>Administrative and Supervisory Staffing, Scheduling and Technical Support performed from RapidText's Burbank, California office</p> <p>CAPTIONERS:</p> <p>Independent contractors for realtime captioning services located throughout the US</p> <p>REDUNDANCY BACK-UP:</p> <p>RapidText has expert Tech Support and Scheduling employees in its Aegis office in Manila.</p>	<p>ADMINISTRATION</p> <p>Vice President and Director each have over 20 years' experience in the captioning industry</p> <p>REALTIME DEPARTMENT:</p> <p>Providing captioning services and support for over 20 years</p> <p>CAPTIONERS</p> <p>Professional captioners with proven speed and accuracy and experience with broadcast captioning of government meetings.</p>	<p>IMPLEMENTATION</p> <p>CONTACTS: Establish primary, scheduling, technical and billing contact info</p> <p>Administrative:</p> <ul style="list-style-type: none"> • Sign contract. • Establish billing procedure. <p>Scheduling:</p> <ul style="list-style-type: none"> • Confirm meeting schedules. • Assign Captioners. <p>Technical</p> <ul style="list-style-type: none"> • Confirm dial-in numbers for audio and encoder • Test for connectivity • Test with each Captioner 	<p>SCHEDULING: City of Peoria sends meeting schedule to RapidText scheduler. Scheduler assigns Captioner. Scheduler sends confirmation to City of Peoria</p> <p>TESTING: RapidText Tech Support discusses and schedules testing for connectivity. Captioner connects for test.</p> <p>CAPTIONING: Captioner dials in to meeting and provides captioning throughout. RapidText emails raw text file to the City within 24 hours of end of meeting.</p> <p>QUALITY CONTROLS: QC Process in place</p> <p>INVOICING: Detailed, line-item invoices</p>

• **WHAT**

Aegis RapidText will deliver quality captioning for 12 City Council, 18 City Council Study Sessions, 18 Planning and Zoning Meetings, 3 City Budget Meetings and any other broadcasted meetings requested by the City of Peoria per year, using realtime captioners who have proven speed, accuracy and quality to meet and exceed the RapidText's 98% accuracy benchmark for accuracy.

Captioners will connect with the City of Peoria's audio line and caption encoder, or stream captions by any other specs requested for video/web-based meetings. RapidText captioners can even send live captions to a broadcast encoder and send a separate text stream to the Web at the same time. This represents a significant valuable benefit to the City of Peoria. All services are backed up by RapidText's 24/7 Technical Support Team.

POST-PRODUCTION AND TRANSLATION SERVICES:

RapidText has a full Offline Video Captioning Department and a Translation Department, and so can provide captioning and services of post-produced City programs in DVD, DVC Pro or digital files. We offer translation and subtitling in all languages.

• **WHERE**

Administration and Scheduling will be coordinated in RapidText's Burbank, California office.

Captioners are independent contractors from multiple locations throughout the US. This provides built-in redundancy in services; In the event that there is a disaster or emergency situation in one region, we have back-up captioners in other regions who can seamlessly step in to assure no break in services.

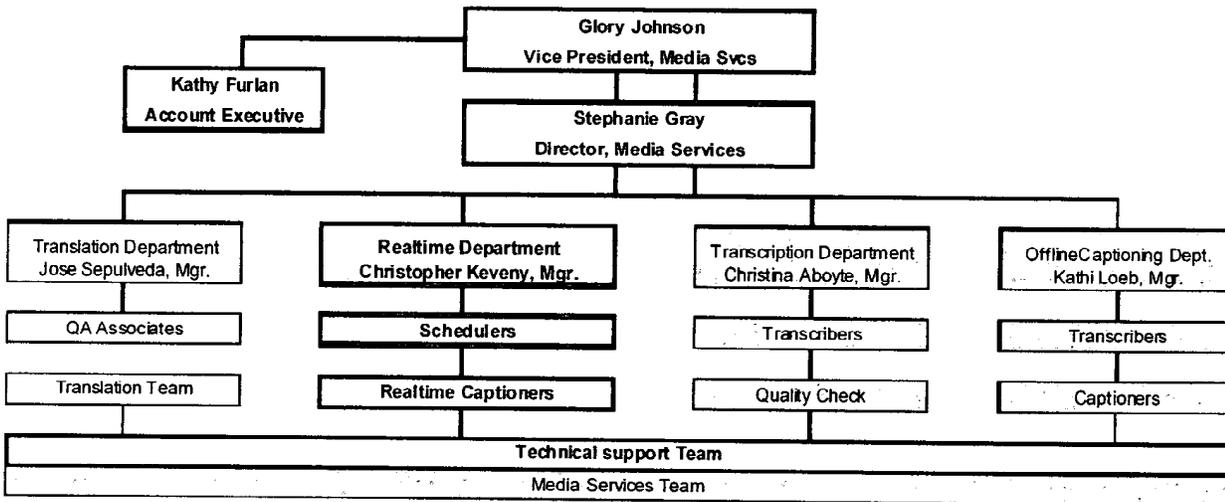
Technical Support is based and coordinated in our Burbank, California office. We also have technical support personnel in Aegis' office in Manila, who are experts in scheduling and supporting captioning. This again provides built-in redundancy. In the event there is a disaster or emergency situation in California, technical support and scheduling can seamlessly be coordinated from Manila to assure no break in services.

• **WHO**

Aegis RapidText is a full-service captioning and transcription company with an established Realtime Captioning Department with the capacity to meet the needs and standards set forth for the City of Peoria in this RFP.

The following is an overview of the Realtime Department within RapidText's organization:

ORGANIZATIONAL CHART - AEGIS RAPIDTEXT
Featuring our Realtime Department*



***KEY:**

- Blocks in Aqua reflect the organizational structure of our Realtime Department.
- Blocks in gray are other departments at RapidText

ADMINISTRATION: At the helm of Aegis RapidText is the company's original founder Glory Johnson, who serves as the Vice President of Media Services. Ms. Johnson background as a businesswoman, Certified Court Reporter, and her 20 years' experience in the field of captioning and transcription combine with her passion for excellence and customer service is the basis for the continuing success of the company.

Stephanie Gray is the Director of Operations and Media Services. Ms. Gray has a master's degree in fine arts from UCLA, and has served as Executive Producer of Public Affairs Broadcasting for KNBC in Burbank and other key positions in the broadcast industry. Having worked in media services for over 30 years, (20 of which were

4.

directly related to captioning and transcription) Ms. Gray understands the needs of the City of Peoria and will assure continuity and quality services under this contract.

Kathy Furlan will be RapidText's Account Executive for the City of Peoria. Ms Furlan holds a bachelor's degree in business management and has been with RapidText in this capacity for 8 years.

REALTIME DEPARTMENT MANAGER: Christopher Keveny is the manager of the Realtime Department at RapidText. With a background in business management, media services and IT, Christopher has the perfect mix of leadership and technical know-how to coordinate the ever-changing technical and scheduling needs of our Realtime Captioning Clients. With his experience, Mr. Keveny has a keen understanding of the nuances of captioning for city government meetings.

SCHEDULERS: Our Schedulers coordinate hundreds of hours of Realtime captioning each week. Utilizing our proprietary scheduling database, the schedulers can effectively track schedules and schedule changes, and manage captioners' assignments. The Scheduling team will communicate scheduling confirmations to the City of Peoria and creates their invoices. Our schedulers are used to the complexities of City Council meeting schedules.

REALTIME CAPTIONERS: Aegis RapidText maintains a large pool of experienced steno-captioners. These are independent contractors from across the US. Each has proven speed, accuracy and professionalism. RapidText's captioners have the hardware and software needed to provide captioning remotely, including all software and hardware and a minimum of three phone lines as needed to dial in to the audio, connect to the encoder, and a third line for communication with the City of Peoria's control room when needed. Each captioner is required to submit raw caption files of every assignment. These caption files are checked for accuracy on a random basis.

RapidText matches captioners with assignments based on the captioners' experience, expertise and technical capabilities. It is always our goal to assign a particular captioner to the same client or program permanently so the captioner becomes familiar with the assignment to best provide consistent service, time after time.

TECHNICAL SUPPORT: Realtime Manager Christopher Keveny leads the Technical Support Team. Each team member is familiar with every aspect of broadcast and webcast captioning including of connecting to closed caption encoders like the City's Evertz Model 8084AD and Link Model PCE845, and the importance of tests for connectivity prior to the onset of captioning, and often prior to every meeting. The Support Team knows each captioner's software and setup, and will offer support to the captioners as well as to the City of Peoria. Technical Support is available prior to a scheduled program for testing connectivity between the Captioner and Master Control at the City of Peoria, and is also available for immediate support in the event that a problem occurs during a captioning session. There is never a charge for technical support.

CROSS-TRAINING: It is important to note that Aegis RapidText has cross-training in place for each position above to ensure continuity of services when any member of the team is called away.

- **WHEN**

Aegis RapidText has all systems, processes and personnel in place to begin captioning for the City of Peoria right away. Upon selection as the vendor for this contract, RapidText Administration will work with the City of Peoria to sign the contract. Concurrently, RapidText's Schedulers and Technical Support Teams will work with contacts at the City of Peoria to get all schedules into the database, assign captioners, and conduct testing for connectivity with the City's Control Room personnel. RapidText is open throughout the holidays for any meetings, testing or other coordination that needs to take place.

5.

Aegis RapidText provides captioning services 24 hours a day, 365 days a year. After the onset of captioning, RapidText will be available to caption any last-minute, extended, or emergency meetings that may be needed.

- **HOW**

Upon being chosen as the vendor for the City of Peoria, Aegis RapidText will implement the following plan:

PHASE 1: PREPARATION:

Upon notification of being chosen as the vendor for this contract, Glory Johnson and the City of Peoria will agree upon contract terms and fully execute a contract.

During the contract process, RapidText's Schedulers will become familiar with City of Peoria's Website, reviewing the calendar of scheduled meetings and agendas in preparation for scheduling. RapidText and the City of Peoria will exchange contact information for scheduling, billing, technical support, connectivity testing, and agendas and prep materials for captioners.

RapidText's Scheduling Department will contact the City of Peoria to attain a formal schedule of meetings, and enter the information into the database, assign captioners, and send an "Activity List" for the City of Peoria's review. This Activity List will contain the schedule of each meeting as entered into the Realtime Database, including meeting dates, times, and anticipated lengths, and the captioner(s) assigned to those meetings. The City of Peoria will review the activity list for accuracy and confirm with Scheduling.

An important planning component prior to the onset of captioning for the City of Peoria will be preparation on the part of RapidText captioners. All captioners assigned to the City of Peoria will review the City's Website. They will review a sampling of meeting agendas, download lists council members and officials and enter them into their captioning dictionaries. RapidText will invite the City to send any additional lists of names, terms and acronyms that they deem to be important for captioner preparation. This preparation will be a vital component in guaranteeing the highest level of accuracy possible.

Meanwhile, RapidText's Technical Support Team and City of Peoria's Master Control Technicians will be in dialogue to establish all details needed to support broadcast captioning to the City of Peoria's specifications. Prior to the onset of captioning, RapidText's technicians will schedule testing between each captioner and City of Peoria's Master Control to confirm each captioner is familiar with the connection protocol.

PHASE II: IMPLEMENTATION:

Beginning with the first meeting, RapidText captioners will connect with City of Peoria's Master Control, and captioning will commence. Captioners will provide the raw caption notes for each session to RapidText's Scheduling Team. The notes will be forwarded to the City of Peoria within 24 hours.

Aegis RapidText Technical Support will be available by phone whenever there is a session in progress. They will schedule testing whenever requested by the City of Peoria.

The Scheduling Team will generate invoices from the database detailing each captioned session including the date, time, and length of the session. Invoices will be emailed to the City of Peoria twice monthly.

The City of Peoria will notify RapidText Schedulers of each additional meeting, hearings, press conference, and/or other event that requires captioning, and RapidText will follow the same procedures for entering new events into the database, scheduling captioners, and communicating schedules clearly with the City of Peoria.

It is important to note here that RapidText has developed a means by which its captioners can send live captions to a broadcast encoder and to send a separate live text stream to the Web at the same time. This service will be available whenever needed by the City of Peoria.

6.

Aegis RapidText has bilingual broadcast captioners who can caption Spanish language programming in Spanish or translate programming in realtime from English to Spanish or Spanish to English.

QUALITY CONTROLS:

Over the years, Aegis RapidText has instituted quality controls and remedies that have proven to be effective in identifying, rectifying and solving any technical or quality issues.

Realtime Captioners are required to submit the realtime transcript of all assignments by end of day, every day. All transcripts are kept on file in case they might be needed in the future. Every captioner's transcripts are checked for quality and accuracy on a random basis, and if any are found to be less than 98% accurate or if there are complaints from a client about the captioner's professionalism or accuracy, the captioner is notified and given a chance to improve. If a captioner's performance continues to be sub-par, that captioner will be removed from the assignment.

In the event that any irregular incidents arise during a realtime assignment, the realtime captioner contacts the Master Control room and/or RapidText Tech Support if assistance is needed. Even if no assistance was needed, the captioner is required to fill out a RapidText "Incident Report" and submit it to the Realtime Department. The Incident Report details the date time and nature of the incident. If further action or remedy is needed, the Realtime Department or Technical Support will take action accordingly.

If there is an emergency and the assigned captioner cannot fulfil a scheduled assignment, RapidText has procedures in place for another qualified captioner to seamlessly step in to ensure continuity of services.

A.2. Security and Redundancy

Aegis RapidText recognizes the extreme importance of security and uninterrupted service to the City of Peoria and can meet all the security provisions needed. The following are in place:

- Security measures are implemented to protect the security and integrity of protected information according to the client's as well as RapidText's own guidelines.
- Aegis RapidText maintains a password-protected FTP site for transfer of data and video files.
- Technical tests and evaluations are performed on a routine (monthly) basis to assure all systems meet or exceed specified security requirements
- Captioner accuracy is tested monthly to insure quality service is rendered to all clients
- Aegis RapidText's entire work force, both employee and contractor staff are trained on privacy, security, and confidentiality. Confidentiality and non-disclosure forms are kept on file for all contractors and employees.
- Computer systems and Equipment have sufficient system redundancy in place. All captioners have backup computers, phone lines and software.
- Technology Help Desk personnel are available around the clock to resolve or troubleshoot issues in a minimum time frame. Technical Support is available to support any live captioning that is ongoing.
- RapidText maintains sufficient redundancies of all critical equipment, hardware, software and captioners.
- RapidText has Data Recovery and Back-up through dual information-storage systems (on site and off site) utilized for periodic backups to prevent loss of data.
- UPS backup is available for all critical equipment (PCs, Servers, etc.). Generators are online for longer power outage situations. Our server Data Center has onsite generation and conditioned power.
- All computers require new strong passwords every 30 days to turn on the computers, and computers lock after a designated period of time, requiring re-entry of password.
- Firewalls and antivirus software are on all the computers, along with virus definitions that are updated and implemented as soon as they are released.
- Security services and processes are employed to prevent theft and/or vandalism of any information stored on our systems.
- Administrative procedures are in place to guard data integrity and document availability (Information Access Control and Access Authorization).
- We follow 128-bit encryption for all transferred files. AES, SSL3; TLS1.2 transport is available as well.

B. Qualifications and Experience

B.1. Describe firm and staff qualifications and direct experience

Aegis RapidText has been providing Realtime Captioning (including Broadcast and Webcast) for over 20 years. Our administration, schedulers, captioners, and support technicians are seasoned professionals, currently providing hundreds of hours of live broadcast and web captioning each month. Captioners and support technicians are quite familiar with the process of dialling in to access audio and connecting to a variety of encoder models. (A description of their qualifications is detailed above under the heading, "Who.")

Aegis RapidText has over 20 years' direct experience providing captioning and transcription services. We welcome the opportunity to add the City of Peoria to our long list of clients. A partial list is provided here:

➤ **We caption business and governmental meetings. A partial list of clients includes:**

- | | |
|--|---|
| ➤ City of Los Angeles | ➤ National Institute. of Standards & Technology |
| ➤ Bay Area Rapid Transit | ➤ US Dept of Health and Human Services |
| ➤ New York Liquor Authority | ➤ National Institutes of Health |
| ➤ AT&T | ➤ MeadWest Vaco |
| ➤ U. S. Office of Personnel Management | ➤ City of Rio Rancho |
| ➤ National Archives & Records Admin | |

➤ **We provide captioning & transcription for entertainment & Media. A partial list of clients includes:**

- | | |
|----------------------------|------------------------------------|
| ➤ Harpo Productions | ➤ National Public Radio |
| ➤ KCET TV | ➤ CBN |
| ➤ ABC News | ➤ Sony Pictures |
| ➤ DreamWorks Animation | ➤ Turner Broadcasting |
| ➤ Warner Bros. | ➤ Universal Pictures International |
| ➤ WNED TV | |
| ➤ Paramount, Pixar, Disney | |

➤ **We caption regular and Distance Ed/Online classes and content for colleges and universities. A partial list of clients includes:**

- | | |
|-----------------------------|------------------------------|
| ➤ Georgetown Law University | ➤ Montana State University |
| ➤ Stonybrook University | ➤ Los Angeles Harbor College |
| ➤ University of Hawaii | ➤ Mesa College |
| ➤ University of Memphis | ➤ UC Berkeley |
| ➤ Texas Tech University | ➤ College of the Redwoods |

- Granicus has selected Aegis RapidText to be their exclusive caption and transcription vendor for all their governmental clients.
- Aegis RapidText provides live captioning for all the Board of Governor's Meetings for the California Community Colleges.
- Aegis RapidText captions live meetings for the Board of Regents' of the California State University System.
- Aegis RapidText is certified as approved captioner for the US Department of Education, the Described and Caption Media Program (DCMP), and National Association for the Deaf.
- Aegis RapidText was selected to be a Vendor for the California Community Colleges' Distance Education Captioning and Transcription Grant.

B.2. Number of years firm has been in business, staff certifications

Aegis RapidText was founded in 1988 and has been providing captioning and Transcription Services for over 20 years. Staff experience is detailed above in the section entitled "Who". All captioners assigned to caption for the City will have CSR, CRR, or other similar certifications, and will have demonstrated track records for speed, accuracy and professionalism.

C. Complete Price Sheet, References and Questionnaire

The Price Sheet, References and Questionnaire are attached.

C.1. Rates for Realtime Captioning:

Aegis RapidText's Realtime Closed Captioning Services will be offered at the rate of \$93 per hour. This rate includes all administration, scheduling and technical support services.

Each assignment will be invoiced a one-hour minimum, with additional time rounded up to the next quarter-hour increment. There are no additional costs for setup fees or captioner preparation time. There is a 24-hour cancellation policy.

Invoicing: Invoices will be generated twice per month, and all invoices for Realtime Captioning will be itemized with the program name, dates and duration of each meeting.

D. Additional Aegis RapidText Services

A. Post Production Captioning Services:

RapidText has provided offline video captioning services since 1989 when RapidText developed its own proprietary captioning software, RapidCaption. Since then RapidText has been a pioneer in Offline Captioning, and currently captions thousands of videos each year using state-of-the-art software and hardware.

- RapidText provides captions on all tape formats. (Encoding rates may apply).
- RapidText captions DVD and Blu Ray.
- RapidText offers DVD authoring services to preserve active menus and buttons (or chapter stops) on the DVD. Additional charges apply, based on the specs of the individual project.
- RapidText works with all electronic formats; Windows Media, QuickTime, Flash, MP3, .wav, XML, etc. at no added charge.
- Aegis RapidText, Inc. has been certified by Google/YouTube™ as a "YouTube Ready" Qualified Caption Vendor
- RapidText provides subtitling in all languages. Additional rates apply based on the language requested. ↵

The City can submit video content for captioning three ways:

- Send videotapes, CDs, or DVDs to our Burbank office
- Upload digital video files to RapidText's ftp site
- Provide links to media already posted online.

Our process:

1. Upon receipt of video content, the order is logged into our proprietary order tracking system.
2. RapidText's Media Services digitizes the audio and sends it to our Transcription and/or Translation Department where the audio is transcribed and/or translated.
 - a. RapidText's transcripts and translations are not machine-generated. RapidText prides itself on accuracy so these functions are performed by experienced, trained personnel. The entire transcript is reviewed at least twice, and three very important processes occur at this time:

9.

- i. Transcript Quality Assurance: Transcripts are edited to guarantee that they are indeed verbatim to the recording.
 - ii. Research: If there is any doubt as to the spelling of any names, places or terminology, the editor performs online research to confirm the term is spelled or translated correctly. This is especially important for videos in which terminology can be especially technical (videos for nursing classes, history of foreign countries, Anthropology, oceanography, etc.).
3. The transcript is then sent to RapidText's Captioning Department where the transcript is time-stamped to match the video itself.
 - a. RapidText's caption files are not machine-generated. RapidText prides itself on accuracy, so Timestamping is performed by specially trained personnel. The entire video and transcript are reviewed during Timestamping.
 - i. Transcript Quality Assurance: The transcript is viewed for final editing during this process, guaranteeing that sound cues for the Deaf are inserted accurately.
 - ii. Caption Placement: If there is important video content at the bottom of the screen, Caption editors adjust placement of the captions so as not to obscure that content.
 - iii. Timecode Accuracy: The Offline editor verifies that the text exactly matches the dialogue in the video throughout the entire video.
4. RapidText will create caption files in any streaming formats that may be needed at no additional charge; .smi, .sml, QuickTime, Flash, .cap, .stl, .scc, and so on.
5. The technician who managed the original intake procedure monitors the workflow from intake through delivery to insure on-time delivery. This technician also creates the invoice based on the content of the order and the procedure requested.

Video Captioning Rates:

Content in English with captions in English:	\$2.50 per program minute
Content in English with captions in Spanish:	\$3.50 per program minute
Content in English with captions in English and Spanish:	\$5.00 per program minute

Additional rates may apply for encoding, other languages, or other video captioning services.

Translation and Subtitling:

Aegis RapidText provides translation and subtitling in all languages. Rates vary according to the language(s) needed.

Transcription:

Aegis RapidText also offers a full range of transcription services at rates varying by service.

D.1: General Guidelines

- This document contains general information and should not be construed as a legally valid and binding agreement between Aegis RapidText and the City of Peoria. If accepted, arrangements shall be formalized in writing incorporating mutually agreed terms and conditions.
- All material contained in this document will be discussed and modified as required based on the dynamic nature of the program requirements and needs of the City of Peoria. A formal contract would contain the final terms and conditions as agreed to between the parties and this document does not by its nature attempt to supersede it.
- The proposal and the pricing in this document will be valid for the next 90 days from the date of proposal and the time may be extended by written agreement of both parties.

E. Conclusion

We sincerely hope that we have demonstrated that Aegis RapidText meets and exceeds all the criteria set forth in this RFP, and that we will be the perfect match for the City of Peoria's needs. To recap:

- 20+ years' experience in the captioning, translation and transcription industry
Value to the City of Peoria: RapidText's extensive experience ensures strong execution of this contract.
- As a \$600 Million global business process outsourcing (BPO) company, Aegis USA, Inc. is a wholly owned private subsidiary of \$15 Billion Essar Group and will therefore, be able to assure the City of Peoria of stability and consistent supply of service
Value to the City of Peoria: RapidText is positioned to be a long-term partner/vendor with the City of Peoria
- Successfully providing services for local and federal government entities as well as well-known brands like Harpo, Disney, Warner Bros, ABC, CBS, DreamWorks, a host of colleges and universities.
Value to the City of Peoria: RapidText will be a credible, long-term captioning provider to the City of Peoria.
- Broad range of diversified services; Realtime broadcast captioning in English and Spanish, Offline video captioning for all video formats, Subtitling in any language and full transcription and translation services
Value to the City of Peoria: RapidText is a single vendor for all services
- Currently captioning a wide variety of content; television shows, classroom lectures, corporate and governmental meetings, seminars, webcasts, podcasts, professional training, special events and much more.
Value to the City of Peoria: RapidText's captioners with experience to match any City of Peoria programming.
- Transcription, translation and Offline captioning in any language needed.
Value to the City of Peoria: RapidText can help the City extend its reach to a wider viewing audience.
- Experience ramping up and beginning services to hundreds of clients quickly and efficiently.
Value to the City of Peoria: RapidText can ensure seamless transition to the City of Peoria's processes.
- Currently scheduling hundreds of hours of realtime captioning each month with a large pool of realtime captioners.
Value to the City of Peoria: RapidText has the capacity to meet the City of Peoria's realtime captioning needs
- 24/7 technical support, ready to offer support to the City of Peoria whenever needed
Value to the City of Peoria: RapidText has support in place for all City of Peoria meetings and events.
- RapidText's Vice President and the Director of Media Services and Operations actively oversee day-to-day services and operations, and sincerely care about the quality of services and the level of customer satisfaction for each client.
Value to the City of Peoria: RapidText will invest time and personnel to ensure quality service delivery

For additional questions about Aegis RapidText's capability, experience, capacity or references, please contact Kathy Furlan: 1-800-234-0304 ext 47124, kathy.furlan@aegisglobal.com. She will be happy to offer additional information at your request.

**Thank you for considering Aegis RapidText as the City of Peoria's Captioning provider.
Aegis RapidText – Meeting your needs today and your vision for the future!**