



CONTRACT AMENDMENT

Solicitation No. P12-0075 Page 1 of 1

Description: Event Management Services

Amendment No. Three (3) Date: 4/6/16

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

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/2/16.

New Contract Term Is: 7/3/16 to 7/2/17

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

Signature: K. Dunne, Date: 3-18-16, Typed Name and Title: Kerry Dunne Managing Member, Company Name: R Entertainment Company
Address: 16411 N. 90th St. Ste. 105, City: Scottsdale, State: AZ, Zip Code: 85260

Attested By: Rhonda Geriminsky, City Clerk



City Seal
Copyright 2003
City of Peoria, Arizona

CC Number
ACON33412C
Contract Number

Director: John R. Sefton, Jr., Community Services Director
Department Rep: Kelli Kincaid, Recreation Manager

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

The above referenced Contract Amendment is hereby Executed:

June 1, 2016 at Peoria, Arizona
Dan Zenko, Materials Manager

A CON 3 3 4 1 2 C



CONTRACT AMENDMENT

Solicitation No. P12-0075 Page 1 of 1
Description: Event Management Services
Amendment No. Two (2) Date: 4/1/15

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

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/2/15.

New Contract Term Is: 7/3/15 to 7/2/16

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

Signature: [Handwritten Signature] Date: 4-10-15
Kerry Dunne Managing Member R Entertainment Company
Company Name
16411 N. 90th St. Ste. 105 Scottsdale AZ 85260
Address City State Zip Code

Attested By:

[Handwritten Signature]
Rhonda Geriminsky, City Clerk

[Handwritten Signature]
Director: John R. Seton, Jr., Community Services Director

[Handwritten Signature]
Department Rep: Brenda Rehnke, Recreation Manager

Approved as to Form:

[Handwritten Signature]
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

[Handwritten Signature] April 22, 2015 at Peoria, Arizona

[Handwritten Signature]
Dan 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: Christine Finney

Solicitation No. P12-0075 Page 1 of 1

Description: Event Management Services

Amendment No. One (1) Date: 3/25/14

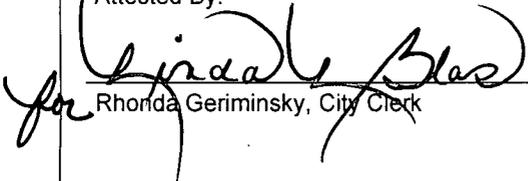
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/2/14.

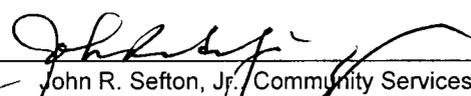
New Contract Term: 7/3/14 to 7/2/15

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

	2-14-14	Kerry Dunne Managing Member	R Entertainment Company
Signature	Date	Typed Name and Title	Company Name
16411 N. 90 th St. Ste. 105		Scottsdale	AZ 85260
Address		City	State Zip Code

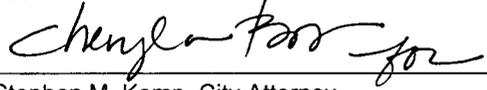
Attested By:


Rhonda Geriminsky, City Clerk


Director: John R. Sefton, Jr. Community Services Director

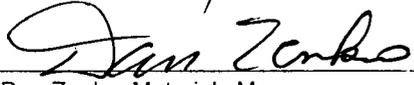

Department Rep: Brenda Rehnke, Recreation Manager

Approved as to Form:


Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

April 17, 2014 at Peoria, Arizona


Dan Zenko, Materials Manager



City Seal
Copyright 2003
City of Peoria, Arizona

ACON33412A



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: **P12-0075** Proposal Due Date: **June 5, 2012**
 Materials and/or Services: **Event Management Services** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Christine Finney**
 Pre-Proposal Meeting **May 21, 2012, 1:30 P.M. AZ Time** Phone: **(623) 773-7115**
 Mailing Address: **City of Peoria, Materials Management**
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. *Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.* All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact: Telephone: 480-657-7333 Fax: 863-583-0790
 Name: Kerry Dunne Email: Kerry@r-entertainment.com
R Entertainment Company Authorized Signature for Offer
 Company Name
16411 N. 90th Street, Suite 105 Printed Name
 Address
Scottsdale AZ 85260 Managing Member
 City State Zip Code Title

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

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Wanda Nelson
 Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 7/3/12

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



CC: _____
 Contract Number: ACON 33412
 Official File: _____

Contract Awarded Date July 2, 2012
Dan Zenko
 Dan Zenko, Materials Management Supervisor



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the *City of Peoria Procurement Code*. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment 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 proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's 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 proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



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 11246.
 - 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.



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

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.
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



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

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:** 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:



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

- 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 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.



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

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.
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: P12-0075

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Event Management Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. 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. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **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.

6. **Contract Type:** Fixed Price
7. **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 two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
9. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

ADDRESS: Point of View Conference Room
9875 N. 85th Ave
Peoria, Arizona 85345

DATE: May 21, 2012

TIME: 1:30 PM, Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

10. **RFP Format & Submittal Requirements:** Scope of Work, Proposal Content, and Submittal Requirements are outlined in detail on **Pages 16 – 21** of this document.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0075

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

11. **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.
12. **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. Method of Approach;
 - b. Firm's & Staff's Experience & Qualifications;
 - c. Cost Considerations;
 - d. References;
 - e. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror'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 Offerors, while conducting the proposal evaluations.
13. **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.
14. **Interview Guidelines:** During any requested interview, which would 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. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
15. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the City concurrent with its announcement to other customers. Advanced 30 day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City of Peoria, Materials Management Division.
16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
18. **Affirmative Action Report:** 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.
19. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0075

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

20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
21. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
24. **Payments:** The City shall pay the Consultant based upon work performed and completion to date, and upon submission of invoices. All invoices shall document assigned tasks and work completed. The City reserves the right to request invoices statements which include a record of time expended and/or work performed in sufficient detail to justify payment.
25. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
26. **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 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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0075**

Materials Management Procurement

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

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.

27. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$3,000,000 for each occurrence with a \$5,000,000 Products/Completed Operations Aggregate and a \$5,000,000 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.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0075

Materials Management Procurement

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

28. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and 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 "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.

29. **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.

30. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0075

Materials Management Procurement

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

31. **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.
- 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.
 - 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.
32. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.
- No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
33. **Confidential Information:**
- 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.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
35. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
36. **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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0075**

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

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

37. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria 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.

38. **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.
39. **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.
40. **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;



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0075**

Materials Management Procurement

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

- 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-compliant 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. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.
41. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.
- The following is a list of allowable travel expenses under this contract agreement:
- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
 - b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Solicitation Number: P12-0075

Materials Management Procurement

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

I. PURPOSE

The City of Peoria is issuing this Request for Proposal from event management companies to create and produce new Special Events or assist with existing events. Four (4) to five (5) companies will be placed on contract.

II. OVERVIEW

The City of Peoria produces annual community events that celebrate a variety of holidays and attracts mostly local Arizona residents, with a large majority of families of all ages. These events include the July 4th Celebration, Halloween Monster Bash, Holiday Festival, Dolly Sanchez Memorial Easter Egg Hunts and Peoria Pioneer Days. The events are held at the Peoria Sports Complex or downtown Peoria. Aside from Pioneer Days, all the events attract 10,000+ participants, with July 4th drawing 25,000+.

The City wishes to create and promote more special events that promote a sense of community that is welcoming and friendly, and events that draw the greater community together to enjoy a variety of activities that may include headline musical acts, dance performances, children's activities, cultural and art exhibits, and a wide range of food and beverage opportunities. Two of these events include the P83 Party and Fiesta Parties.

III. PERIOD OF SERVICE

Contractor's services shall be requested and performed on an as-needed basis. The contract will become effective on or about July 1, 2012, and will be in effect for two (2) years, through on or about June 30, 2014. Contractors shall perform services in accordance with the schedule(s) provided by City staff. Failure on the part of Contractors to adhere to such work schedule(s) shall be sufficient grounds for cancellation of their contract.

It is the intent of the City to create multiple source contracts that will fulfill the need for a variety of event management needs. Firms may offer services for all or a specialty subset of the classifications listed in the Scope of Work. The selected firms will be awarded contracts, which will be extended per the Special Terms and Conditions, Page 8, Paragraph 8.

The City may solicit additional proposals from firms prior to the extension of current awarded contracts. New proposals will be evaluated based on the criteria outlined in this RFP and may be awarded if deemed appropriate. Any added contracts would be in affect only for the remainder of the original contract term.

Firms that are awarded contracts from the original solicitation will not be required to re-submit proposals, but will have their contracts extended per the terms and conditions if deemed appropriate at time of renewal.

No selected firm is guaranteed a project. The City reserves the right to waive use of the selected consultants where, in the City's judgment, other selection methods may be more appropriate.

Once the City awards an "on-call" contract to multiple qualified firms, authorized City staff will contact the firms whose service offerings most closely match the services needed for a particular project. Those selected firms will be asked to provide specific qualifications and price quotes for the project at hand in order for an appropriate decision to be made by the City prior to final recommendations and project award. Qualifications and specific skills will be equally considered, along with cost, in determining the most responsive firm and, subsequently, receiving award of the project.



SCOPE OF WORK

Solicitation Number: P12-0075

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

IV. SCOPE OF WORK

The City of Peoria is seeking proposals from qualified firms to assist the City in producing an event and/or underwriting an event.

A. Assist the City of Peoria in producing an event(s). The following areas may be part of your scope of work depending upon the event.

- 1) Contract with artists, performers or entertainers.
 - Submit suggested artists to City prior to booking for approval.
 - Work with the City to develop the contracts, in the end providing a final contract copy to the City. Submit weekly reports on concert expenses; including records of payment for all expenses (artist and technical fees, labor, rental, sound systems, lighting and equipment fees and production costs). Final reports are due within 30 days after the conclusion of each event.
- 2) Responsible for fulfilling entertainers contract terms including but not limited to:
 - Sound equipment
 - Stage, lighting and related equipment
 - Back stage security and technicians, etc.
 - Transportation, lodging and food for contracted entertainment
 - Provide all request outlined in concert "riders" provided by artist.
- 3) Plan, coordinate and procure logistics for the event including but not limited to:
 - Event security
 - Crowd management
 - Ticket management
 - Traffic control (involved in planning phase)
 - Obtaining liquor license (if needed)
 - Securing logistical rental equipment – portable toilets, barricades, closure signs, fencing, generators, portable light towers, tents, chairs, tables, etc. Whether all of these items need to be utilized will depend on the venue.
 - If the event is at the Peoria Sports Complex, the event manager must work with the contracted food/beverage vendor.
- 4) Attend and support the City of Peoria at each event
 - Serve as the liaison between artist and City of Peoria while remaining on site during each event.
- 5) Risk Management
 - The City will provide general Risk Management oversight and recommendations from the City Attorney's Office. The City's Claims Coordinator's role is to manage the liability exposure to the City.
 - The Event Manager is required to retain its own Risk Manager for the purpose of managing the risk exposure to your company.
 - Carry the appropriate Liability insurance (as required by Special Terms and Conditions, Pages 10 – 12 of this RFP).



SCOPE OF WORK

Solicitation Number: P12-0075

Materials Management Procurement

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

6) Permits and Approvals Required

- The Event Manager shall obtain and comply with all necessary permits, licenses, approvals and deadlines from any applicable state, county and local agency.
- Permits for such Event, include but are not limited to: liquor permit, Sales Tax License; tent permit, generator permit, road closures, etc.
- Subcontractors must be e-verified.

B. Create, produce and underwrite an event(s) that attracts attendees from around the valley, is sustainable and has the potential to grow over the years. Money expended or earned from the event will be the responsibility of the Event Manager. The Event Manager will do all of the items referenced in Section A (above), *plus* the following:

1) Plan, coordinate and procure event activities including but not limited to:

- Interactive areas
- Securing vendors
- Youth activities
- Adult activities

2) Develop and implement marketing strategies and materials with the City of Peoria

- Create an advertising and marketing plan, such plan shall be subject to City approval and shall be implemented by the Event Manager.
- The City must approve all marketing materials prior to their distribution. All forms of Event signage, marketing materials, and associated advertising shall recognize the City of Peoria.

3) Plan, coordinate and sell including but not limited to the following:

- Sponsorships
- Event tickets
- Food vendors
- Beverages – alcoholic and non-alcoholic
- Specialty vendor booths
- Tickets for activities, if deemed necessary

4) The City will coordinate City services that may be needed at the event (i.e. police, fire, trash). The Event Manager would be responsible for paying for these services, unless otherwise negotiated and/or noted in the event pre-planning process.



SUBMITTAL REQUIREMENTS

Solicitation Number: P12-0075

Materials Management Procurement

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

I. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and four (4) copies and one electronic copy (PDF format on CD-ROM) on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of 20 pages, including resumes. Marketing and sales type information shall not be included. The page maximums are intended to encourage focused responses.

II. PROPOSAL CONTENT:

The proposal must contain all of the following information, in the same sequence as presented below:

A. Method of Approach:

- 1) Cover Letter – (1 page) – Provide a cover letter containing contact information, summary of related background experience and a short summary of how the organization and/or vendor will meet the scope of work.
- 2) Project Approach – (7 pages max) – The project approach should describe the ability of the firm to perform the work requested, as outlined in the scope of work. (Biographies and brochures are not included in the page limit and may be included in an appendix). Project Approach will include the following:
 - a) Indicate if you are proposing to:
 - Assisting the City of Peoria in producing an event(s) and/or
 - Creating, producing and underwriting an event(s)
 - b) Provide an overall organization/vendor description and identify the primary contact.
 - c) Event manager and project roles and designated responsibilities of the contractor and any subcontractor or other contributors.
 - d) Describe the overall project approach for the operation and management of events. Include all the sections mentioned above.
 - e) Provide a plan with timeline detailing how the contractor intends to manage all events.
 - f) Permitting, operations and follow-up responsibilities in accord with City regulations and deadlines.
 - g) Demonstrated understanding of corporate sponsor relationships.
 - h) Location of office performing the services.

B. Firm's & Staff's Experience & Qualifications:

- 1) Experience – (4 pages max) – A successful proposal must demonstrate that the applicant possesses the following qualifications and experience:
 - Experience/expertise in booking a variety of touring acts that will appeal to a diverse audience, with examples of successful, revenue-generating concerts.
 - Experience/expertise with stage management.
 - Experience/expertise in business management including marketing.
 - Experience/expertise in sound systems and sound level monitoring.
 - Experience/expertise with outdoor concert lighting.



SUBMITTAL REQUIREMENTS

Solicitation Number: P12-0075

Materials Management Procurement

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

- Experience/expertise with ticket management and ticket sales.
- Experience/expertise in dealing with various rental equipment vendors.
- Experience/expertise with concert publicity.
- Experience/expertise with concert security.
- Experience/expertise with problem solving.

2) Resumes – (3 pages max) – Provide resumes for key individuals associated with this proposal.

C. Cost Considerations:

- 1) (Limit 2 pages). Provide a base fee structure to be provide event management services. Specify if rates are hourly, all-inclusive, flat-rate, cost-plus, etc. Each event will be negotiated and a not-to-exceed amount will be agreed upon.

D. References:

- 1) Describe and provide 3-5 references for the contractor's involvement in successful management of at least three other events similar in size and scope to the City's events (Limit 2 pages).
- 2) If you are submitting on creating, producing and underwriting an event(s), provide a detailed business plan of a former event that outlines the items noted under Proposed Scope of Work, 2, A – C. (Limit 1 page).

E. Conformance to Request for Proposals:

- 1) Failure to provide all requested information may result in firm's proposal being rejected as non-responsive.
- 2) Complete all required City Forms indicated below. City forms are not counted in the page limit:
 - Offer and Acceptance (p.1) – Complete and sign the top portion
 - Exceptions (p.22) – All exceptions must be clearly noted and identified on the attached form.
 - Disclosure (p.23) – Provide a detailed listing of any litigation in which the vendor is or has been involved in other events they have managed during the last ten years.
 - Business License (p.24) – Complete the form and attach business license or indicate intent to obtain business license if awarded a contract.
 - Minority or woman owned business (p. 25) – Indicate status on the form, if applicable.

III. 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. Method of Approach;
- b. Firm's & Staff's Experience & Qualifications;
- c. Cost Considerations;
- d. References;
- e. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror'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 Offerors, while conducting the proposal evaluations.



SUBMITTAL REQUIREMENTS

Solicitation Number: P12-0075

Materials Management Procurement

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

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on June 5, 2012.

Proposals shall be submitted in one (1) original and four (4) copies and one (1) CD-ROM and shall be delivered to:

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

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

Company Name
Company Address
Attn: Christine Finney, Buyer II
RFP# P12-0075, Event Management Services

No faxed or electronic proposals will be considered. Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of proposal at the proper location by the specified date and time;
- Providing the number of copies and CD-Rom as requested;
- Adherence to maximum page requirement.

All questions regarding this solicitation should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this RFP, at any time, in any venue, is strictly prohibited and will be grounds for disqualification.



May 30, 2012

Christine Finney
Materials Management P12-0075
9875 N. 85th Ave, 2nd Floor
Peoria, AZ 85345

Dear Mrs. Finney,

A. Method of Approach:

Thank you for giving us the opportunity to bid on the Event Services Management contract for the City of Peoria. R Entertainment is a diverse company that provides turn-key solutions for their clients. R Entertainment books, produces, creates special events, and markets more than 200 events a year.

MISSION

Our mission is to provide diverse cultural entertainment opportunities that exceed guest's expectations while cultivating social responsibility, strong ethics and implementing the goals of our clients.

BACKGROUND

R Entertainment has produced numerous community events in Scottsdale, Glendale, Tucson, Phoenix, and throughout the state including the just concluded Arizona Centennial for the Governor's office. R Entertainment is lead by Reed Glick and Kerry Dunne who both have over 30 years experience in events.

SCOPE OF WORK

We build integrated, effective and measurable event marketing programs where all marketing activities are pursued. Whether the goal is building awareness for our client, generating revenues for a specific program, energizing educational programs, our team will provide turn-key management and resources for the City of Peoria events as well as create a new event that we will finance.

R Entertainment's team can be responsible for all production aspects including but not limited to, stage, sound and light, marketing strategies, public relations, advertising, city/county/state permits, police/fire liaisons, security, tenting, fencing, trash, street closures, parking, staffing, alcohol sales, procuring vendors, accounting, graphics, street team management, and booking all the entertainment from national touring acts to showcasing local Peoria musicians.

R Entertainment has a full roster of talented special events professionals that have been responsible for hundreds of events in the Valley of The Sun from Hispanic cultural events to Fourth of July show and has deep relationships with all the necessary vendors to make each event a success.

CONTACT

R Entertainment Company
16411 N. 90th Street/Suite 105
Scottsdale, AZ 85260-1574
480-657-7333

Sincerely,

Kerry Dunne

Kerry Dunne
Managing Partner

2. Project Approach

Section A

We are proposing to assist the City of Peoria in producing their events and creating, producing and FINANCING a new event.

Sections B & C-R Entertainment's Organizational Team

This team is made up of industry veterans that will supply knowledgeable, hands on professionals to assist the City of Peoria in their current special events. This team also will create, produce and underwrite a new event for the City of Peoria.

Kerry Dunne-Primary Contact/Event Manager/Corporate Sponsorship Sales
Reed Glick-Primary Contact/National Booking/Artist Liaison/Riders/Event Manager
Walter Morlock-Finance/Budget/Marketing Advertising Buys
Alison Newman-Booking/Stage Management/Artist Liaison
Chelsea Fox-Vendor Liaison/City & State Permits/Bidding All Contracts/Sponsorship Liaison
Jay Cillitto-Production Manager/Stage Director
Cynthia Dunne-Public Relations/Marketing Strategies
Kathryn Becerra-Social Marketing
Bailey Johnson-Public Relations
Harry Webber-Staffing/Labor Director
Rand Jenkins-Sponsorship Sales/On Site Venue Coordinator

Section D-R Overall Project Approach

If we are a successful bidder our approach will be the following:

1. Organize a strategic planning session with City Departments to ascertain the goals and history of each event as well as the deadlines to begin each initiative. Also identify business, political and community entities that benefit or participate in a given event to engage them into the planning process while coordinating with police and fire to construct a strong public safety plan that deals with security, road closures, emergency response, vendor equipment and City regulations.
2. The next step is for us to develop a plan for the City Departments review and approval. The plan will encompass, budget, corporate sponsorship, entertainment, theme of the event, media strategies, division of responsibilities-(R & City) , infrastructure needs-stage/sound/light/tents tables/chairs portable jons, barricades etc., vendors food & craft, ticketing and pricing strategies, security, street team poster & flyers, graphics, staffing, alcohol and other permitting, sanitation, fencing, generators, portable light towers, event maps, artist negotiations tourism and economic development components. We will furnish a monthly/weekly reports updating the progress of each initiative.
3. Upon approval of the plan by the City, R Entertainment will assign their personnel to the respective jobs and begin the process. All R Entertainment personnel that are assigned to these respective events will be on site for the duration of the event.
4. Once all the infrastructure needs of an event are identified we will bid them out and present the bids to the City Department responsible for the event. R Entertainment, who contracts millions of dollars

in entertainment and infrastructure per year, will leverage their buying power to drive costs down even further for the City. Please note the City of Peoria will SEE all the bids and R Entertainment does not mark up ANY of the bids. The City will have final approval on all infrastructure vendors we contract for an event.

5. IDEA: It may prove to save even more money on infrastructure to send out bids that would encompass all the events in one bid. For instance each tent company would bid on all events. This will also ensure each vendor is registered as a City of Peoria business, pays taxes, has a major stake in Peoria events and has the proper insurance. This would also eliminate time consuming bidding process on every single event and more importantly allow us to budget effectively for the entire event season.

Section E-Plan With Timeline To Manage All Events

To plan the following City of Peoria events: July 4th Celebration, Halloween Monster Bash, Holiday Festival, Dolly Sanchez Memorial Easter Egg Hunts, Peoria Pioneer Days, P83 Party and Fiesta Parties we will utilize the same disciplines we discussed in Section D.

To manage all the events listed above our first step is to layout a calendar for the timeline.

2013 Proposed Dates

January

February

March 2nd-P83 Party

March 23rd or 30th Dolly Sanchez Memorial Easter Egg Hunt

April-13 Pioneer Days

May

June

July-4th of July Celebration

August

September

October 12 – Fiesta Parties* (National Hispanic Heritage Month Sept 15-October 15)

October 26th Halloween Monster Bash

November-R Entertainment New Event For Peoria-Food Network

December-Old Town Holiday Festival

* Fiesta Parties-We propose to hold this event on a nontraditional timeframe so that the entire Valley has the opportunity to come to Peoria and celebrate. The traditional Fiesta celebration dates September 16 or May 5 is too competitive for sponsorship dollars, media and patron attendance. However, the second Saturday in October still falls under the National Hispanic Heritage Month. **National Hispanic Heritage Month** is the period from September 15 to October 15 in the United States, when people recognize the contributions of Hispanic and Latino Americans to the United States and celebrate the group's heritage and culture.

Timeline

First Quarter 2013

It appears that P83 will be the start of the Peoria event season which kicks off spring training. Last year we featured a band from Seattle and next year we may want to bring a national band in with San Diego roots to continue building on the success we had with the inaugural event.

Suggestions range from: Eddie Vedder, who also went to Washington to form Pearl Jam, Jason Mraz, Switchfoot, Jerry Riopelle and Gary Puckett & The Union Gap. Eddie Vedder is out with a new solo project and will be a HUGE draw.

Since Easter is March 31 the Dolly Sanchez East Egg Hunt should be looking at either Saturday March 23 or Saturday March 30th.

Second Quarter 2013

The only event slated for second quarter is the Peoria Pioneer Days kicking off on Saturday April 13th. If the event is to continue to have a "Green" Theme we may want to incorporate some of the major green initiatives coming out of ASU Research Center and also incorporating any green school projects the Peoria School District may have under way.

Third Quarter 2013

The All American Fourth of July at Peoria Stadium is a family tradition and the major event in the Northwest Valley. To further capitalize on your position as the number one place to see fireworks we may want to explore a partnership with Nickelodeon TV to bring one of their touring shows to the "Kids Stage" to generate even more media that will drive families throughout the Valley to Peoria that night.

Fourth Quarter 2013

October 12 Fiesta Parties to celebrate the culture and citizens of Peoria while opening up the event to all Valley residents to embrace National Hispanic Heritage Month. We believe a major Hispanic focused celebration will draw a wide range of culturally diverse patrons to Peoria.

October 26 Halloween Monster Bash followed by a November new event R Entertainment wishes to finance that will carry a Food Network culinary theme. The fourth quarter wraps up with the Old Town Holiday Festival in December.

Timeline by Month-2012

July 1-Set Up City Department meetings to begin planning process

July-Set Up Tourism, Chamber and Economic Development Meetings

August-Present Special Events Master Plan for City Department review

August-Once plan is approved begin execution phase/assign R Team members to their respective tasks

September-Monthly Meetings with respective City Departments/Committees Begin

September-Go to bid on all events infrastructure needs

September-Begin Soliciting Corporate Sponsorships and Vendors For Entire 2013 Event Season

September-Finalize Fiesta, Halloween, 2013 Culinary Festival (created and financed by R Entertainment) and Old Town Holiday Festivals-Begin Media Blitz for these events

September-Begin Public safety meetings with Police and Fire, Pull permits for Fiesta/Halloween

September-Promote Fiesta & Halloween Event in All City Publications

September 30-Send Monthly Written Progress Report to respective City Departments

October-Monthly Meetings with respective City Departments/Committees

October 12-Fiesta Parties
October-Pull all permits for Old Town Holiday Festival
October-Begin Marketing for Halloween & Old Town Holiday Festival
October 26- Halloween Bash
October 30-Monthly Progress Written Report

November- Monthly Meetings with respective City Departments & Post Halloween Evaluation
November-Contract a national act for P83 Party/Line-up media partners
November-Hotel Strategy Meetings Brief Padres/Mariners on P83
November-Begin Media Blitz for Old Town Holiday Festival
November 30-Update Written Progress Report to City Departments

December- Monthly Meetings with respective City Departments/Committees
December-Old Town Holiday Festival
December-Finalize all 2013 Corporate Sponsorships and Vendors
December 30-Update written report to City Departments

2013 Timeline

January- Monthly Meetings with respective City Departments & Post Holiday Fest Evaluation
January-P83 Marketing with Padre/Mariners Tickets
January -Host 83rd Ave Business Briefings to help them market into the event.
January-Meet with Nickelodeon TV to discuss 4th of July Opportunities
January-Finalize all permits for P83 Party
January-Update written report to City Departments

February-Monthly Meetings with respective City Departments/Committees
February-Finalize Negotiations with Food Network for November Event-Financed by R Entertainment
February-Full Media Blitz on P83 Party
February-Finalize Headliner of P83 rider, travel details and opening acts
February-Finalize all permits for Peoria Pioneer Days
February 27-Update report

March-Monthly Meetings with respective City Departments/Committees
March 2-P83 Party
March-Begin Media Blitz for Easter Egg Hunt & Pioneer Days
March 23-Easter Egg Hunt
March 30-Update Report

April-Monthly Meetings with respective City Departments/Committee's & P83/Easter Egg Evaluation
April-Secure 4th of July Talent/Fireworks contract
April-Finalize Fourth of July Permits & media partners
April 13-Peoria Pioneer Days
April 30-Update written report

May-Monthly Meetings with respective City Departments & Post Pioneer Days Evaluation
May-Finalize Fire Safety with PFD and Fireworks vendor
May-Finalize 4th of July traffic plan
May-Update written report

June-Monthly Meetings with respective City Departments/Committees
June-Begin 4th of July Media Blitz

June-4th of July info in all City Publications
June-Update written reports

July- Monthly Meetings with respective City Departments/Committees
July 4-All American Celebration
July-Update Written Reports

August- Monthly Meetings with respective City Departments & 4th of July Evaluation
August-Pull Permits for Halloween, Fiesta and Culinary Event
August-Strategic Planning Session to Create a 2014 Plan
August-Update Written Reports

September- Monthly Meetings with respective City Departments/Committee's
September-Media Blitz for Fiesta/Halloween/Culinary Event
September-Review 2014 Plan
September-Begin Marketing Fiesta & Halloween Festivals
September-Written Update Report to Respective City Departments/Committees

October-Monthly Meetings with respective City Departments/Committees
October Fiesta Parties
October-Pull all permits for Old Town Holiday Festival
October-Begin Marketing for Culinary Event
October -Halloween Bash
October 30-Monthly Progress Written Report

November-Monthly Meetings with respective City Departments & Post Event Evaluation Meetings
November-1st Saturday-Culinary Event-Financed by R Entertainment
November-Contract a national act for P83 Party/Line-up media partners
November-Hotel Strategy Meetings Brief Padres/Mariners on P83
November-Begin media Blitz for Old Town Holiday Festival
November 30-Monthly Written Progress Report

December- Monthly Meetings with respective City Departments & Post Event Evaluation Meetings
December-Old Town Holiday Festival
December-Finalize all 2014 Corporate Sponsorships and Vendors
December 30-Update written report to City Departments
December 31-Rest and get ready for 2014 Event Season

Section F-Permitting

R Entertainment has vast experience in City/County/State/Tribal permitting processes including special events liquor, Health Department, Fire, Building, Development and Street Closures. Chelsea Fox is responsible for obtaining all the necessary permits for each event in accord with regulations and deadlines. Last year R Entertainment pulled over 150 permits from various governmental entities for their client's events.

Section G-Corporate Sponsorships

R Entertainment has a vast network of local, regional and corporate sponsors that Kerry Dunne has worked with for over 30 years. R Entertainment is a turn-key sponsorship agency offering every facet of sponsorship from proposal to servicing the sponsor on location at the event. R Entertainment targets the specific sponsor, creates a custom program with definable ROI so the sponsor comes back multiple years and services the sponsor once the contract is signed. R Entertainment's principals have generated millions of dollars in sponsorship for their clients throughout the years. In fact many of the sponsors the City presently has, Alliance Beverage and Hensley have a long history of working with R Entertainment. Kerry Dunne is a frequent speaker on sponsorship acquisition at various national industry conferences as well as conducting sponsorship seminars for private companies.

Section H-Location of Office Performing Services

R Entertainment Company
16411 N. 90th Street/Suite 105
Scottsdale, AZ 85260-1574
480-657-7333

B. Firm's & Staff's Experience & Qualifications:

1) Experience

Booking

R Entertainment books a variety of national touring acts that appeal to a diverse audience. Here is a brief look at the national touring acts R Entertainment booked currently in 2012.

First Quarter 2013

P83 Festival-Candlebox
Good Life Festival-Pat Benetar/Foghat/Eddie Money/Bachman Turner/Styx
Street Eats Festival-Tyler Florence (Food Network)
The Arizona Centennial Celebration
Mormon Tabernacle Choir
Governors Centenarian Brunch Festival
Cooper Chopper Ride with Deirks Bentley
Chester's Harley Davidson's Bike Week
Molly Hatchet
The Outlaws
Lynch Mob
Blackfoot
Jimmie Van Zant
Devoured Culinary Classic Award Winning Festival
Rodney Carrington
The Piano Man
Rob Schneider
Don Rickles
Roger Hodgson
Aengus Og
Sinbad
Johnny Cash Tribute
Tonic & Sister Hazel
Kansas
Boyz II Men
Taste of Australia Wine Festival
Rage In The Cage- Live Mixed Martial Arts
Kathy Griffin
Craig Ferguson
LeAnn Rimes
Journey Tribute
Power Drive
High Up Festival in Kirkwood-Collie Buddz, Iration, The Movement
Phoenix Rock n Roll Marathon-Fitz & The Tantrums
Rock Block Festival
Peter Noonan

ABBA Tribute

2nd Quarter

FUN.
Primus
Charlie Daniels
Melissa Etheridge
War
Roger Clyne & The Peacemakers
Arizona BBQ Festival
Cinderella
Engelbert Humperdinck
Roberta Flack
Charo
Keith Sweat
Latino Fashion Live!
The B-52s
Los Lobos
CCR

3rd Quarter

Miranda Lambert
Darrius Rucker
Eden's Edge
Pink Floyd Laser Light Show
Willie Nelson
Pick N Pines Bluegrass Festival
BBQ & Brews Festival
Flagstaff Symphony

4th Quarter

America
Blood, Sweat and Tears
Alfie Boe
The Temptations
Vietnamese Concert
The Legends of Country Tribute Show

Examples of Successful Revenue-generating concerts/festivals

Many of the concerts that have taken place in 2012 have cash flowed positively as you can see by the volume of our booking that the concert business is starting to come back after three years of tough times. Many of the Festival R Entertainment booked and produced generated positive cash flow from the Tyler Florence "Street Eats Festival" to the Devoured Culinary Classic. The Devoured Culinary Classic generated over \$100,000 in profits in only its third year.

Stage Management

R Entertainment is blessed with three experienced stage managers, Jay Cillitto who has managed over 500 national shows, Alison Newman over 50 and one of R Entertainment's principals, Reed Glick has toured for 26 years producing shows with some of the biggest names in the music business including: Michael Jackson, Sting, The Who, Red Hot Chile Peppers, Bruce Springsteen, Peter Gabriel, Prince, to name a few of the tours Reed has managed.

Business Management & Marketing

R Entertainment business initiatives are lead by Walter Morlock a twenty five year veteran of the entertainment business. Walter has managed major performing arts centers in California as well as leading the marketing for the \$100 million dollar Mesa Performing Arts Center. The marketing team of Kerry Dunne, Cynthia Dunne and Walter Morlock creates over 150 plus marketing and public relations plans per year for their various concerts and clients festivals. They utilize all forms of marketing from newspaper, radio, TV, magazine, online, and social media. This team enjoys a great relationship with the media and leverages their buying power to assist clients to stretch their media budgets.

Experience in sound systems & sound monitoring

Producing as many shows in this market as we do, R Entertainment passes their knowledge and substantial buying power onto their clients so they get the right sound system the fits the act needs exactly and works with the sound engineer to insure proper sound levels are observed per city code.

Experience outdoor concert lighting

R Entertainment last year produced 57 outdoor concerts that required specific lighting and with our knowledgeable production team we provided every artist with their needs. We also spend a great deal of time discussing sound and lighting requirements with the touring artist's management to insure a drama-free show for our clients and a spectacular musical experience for our patron.

Experience with ticket management and ticket sales

R Entertainment utilizes the same ticketing software and hardware the City utilizes at their Peoria Sports Complex. As we sell tickets to our own events we have an extensive ticketing and tracking programs to follow the sales of our individual shows. Currently we have 25 concerts on sale at our ticketing site www.protix.com

Experience in dealing with various rental vendors

Our company utilizes several rental equipment vendors including ProEM, Whitehouse, Classic Party Rentals along with numerous staging, lighting and sound vendors. We have three vendors for each infrastructure need that we bid against each other so our client receives the most competitive prices.

Experience in concert publicity

Cynthia Dunne has been handling Public Relations for entertainment clients for over thirty years and has deep media ties in the Valley. She was handpicked by the Governor's office to handle the pr efforts for the Arizona Centennial. Her campaigns have sold millions of dollars worth of tickets and routinely has our events in the Arizona Republic, azcentral.com and various morning TV shows.

Experience with concert security

R Entertainment has contracted with state law enforcement agencies, municipal police and private security as the client dictates. R Entertainment utilizes E Staff Security as does the concessionaire at the Peoria Sports Complex, as well as ProEM for the Good Life Festivals and T.E.A.M. for the Street Eats, Oktoberfest and AZ BBQ Festival. We bid all private security to insure our clients of the best price and service these firms have to offer. As you see we utilize and have experience with all the major security firms in the Valley. We have a solid relationship with the principals of each of the firms we do business with. R Entertainment is one of the major employers for these firms.

Experience in problem solving

Having a veteran team that has produced thousands of events between them, R Entertainment strength is in their preparation for an event to mitigate problems. Problem solving during an event begins with leadership that has been battle tested. Leadership must possess effective communication skills to articulate the problem to the group and have the resources to solve it. R Entertainment has a track record of solving problems during an event from moving vendors for better traffic flow to increasing ticket sellers to process the box office lines faster. It is imperative for a production team to anticipate problems and fix them on the spot. This generally only happens successfully with extensive event experience which R Entertainment has garnered over the years.

2) Resumes

Kerry Dunne-Principal: Kerry Dunne is a marketing and business development professional for business and entertainment enterprises. He has served as president and CEO of sports franchises, as league consultant at the national level and has led a variety of sports marketing and entertainment companies, participating in nearly every facet of the sports and entertainment industry, including sports franchise ownership, league development, corporate sponsorship development, advertising, magazine publishing, national television and radio broadcast sales, and program production. Marketing partnerships, special event production, tour promotion, tour campaigns, and on-line marketing are all part of Mr. Dunne's expertise.

Reed Glick- Principal: R Entertainment founder Reed Glick is a 30 year entertainment industry veteran. His experience covers the spectrum of the live performance entertainment spanning a variety of venues, genres and capacities -- from stage manager, production manager, tour manager and accountant to artist management, producer, venue manager, promoter, talent buyer and consultant.

Mr. Glick's stints as stage manager have included such tours as Robert Plant's North American Tour, The Who World Tour and the Amnesty International World Tour with Bruce Springsteen, Sting and Peter Gabriel. Mr. Glick also served as stage manager for Peter Gabriel's World Tour and production manager for a number of others. The tour veteran has managed concert tours by the Red Hot Chili Peppers, Smashing Pumpkins, Pearl Jam and Clash of the Titans featuring Slayer, Megadeth and Anthrax. He served as international tour manager for the Vans Warped Tour overseeing a traveling crew of 300 for two tours in the United States, Australia and Japan.

All told, he has worked on more than 100 US and world tours, including 20 European concert tours and trips into South America, Australia and Asia with 20 tours in Japan alone.

Alison Newman, Talent Buyer/Event Coordinator: Alison graduated from Pennsylvania State University with a degree in public relations. She has more than three years of event planning and coordination experience in multiple settings, including non-profit organizations, government, corporations and entertainment. She joined R Entertainment in 2011 and has been an integral part of the team. Using her communication and organization skills, Alison's primary roles include talent buying, contract review, onsite event management, and talent liaison. She has experience with vendor coordination, box office/ticketing sales, merchandise sales, hospitality, and stage management.

Jay Cillitto, Production Manager: With over 25 years experience in the production industry, Jay has been a major contributor in events flowing as seamlessly as possible. His communication, composure, and attention to deadlines and details are what make him a valuable asset. Festivals are Jay's area of expertise- he has managed the production of P83, KIIM Country 4th of July, KXMA Days, and major acts at Tucson festivals among managing shows almost every week at Gila River Wild Horse Pass Casino for R Entertainment. Jay also has very strong relationship with major AV Companies and stage hands in the local industry.

Chelsea Fox, Event Coordinator: Chelsea is an event coordinator on the R Entertainment staff. She excels in the permitting process, planning, coordinating, and/or managing different aspects of R

Entertainment events. She develops and implements social media marketing strategies and materials and has taken the roll of selling event merchandise. Chelsea had a predominant role in managing Award Winning Devoured Culinary Classic 2012 at the Phoenix Art Museum. She has also worked on events for The Phoenix Suns Charities, the W Hotel, World Wide Mixed Martial Arts, Pepsi Amphitheater at Fort Tuthill Park in Flagstaff, and Chester's Harley Davidson for the City of Mesa.

Cynthia Dunne, Public Relations: Cynthia has lead public relations initiatives for R Entertainment since its inception. Cynthia is a veteran publicist that has spent thirty years in the entertainment industry promoting hundreds of shows per year.

Walter Morlock: A twenty five year entertainment industry veteran has run performing arts centers in Cerritos California and Palm Springs. Walter came to the Valley to lead the management team that launched the \$100 million dollar Mesa Arts Center. Walter's expertise is in fiancé, budget creation and marketing. He has also extensive knowledge in ticketing, advertising buying and artist negotiations.

C. Cost Consideration:

R Entertainment base fee is \$3,500 per event, 8% booking fee for national entertainment and 12% for local entertainment, \$600 public relations fee, \$60 per day for bartenders, \$15 dollars an hour for staffing charges, \$10 an hour for box office labor, \$250 per event day for a supervisor and 20% sales commission on any sponsorship we deliver and the City agrees upon. We also look to mutually work out a "success fee" that includes a bonus if the event exceeds the revenue goals set by the City.

D. References:

Aaron Studebaker-Salt River Fields at Talking Stick-480-270-5102

Cynthia Nemeth-Coconino County Pepsi Amphitheater at Fort Tuthill Park-928-679-8005

Tim Richards-ClearChannel Radio-602-374-6130

Tad Nowlin-Hensley-623-245-8023

Ed LeClere-Chester's Harley-Davidson Festivals-602-315-0711

Karen Churchard-Arizona Office of Tourism-602-364-4158

2) Creating, producing and underwriting a new event for the City of Peoria

We believe a major culinary event in Peoria would draw patrons from all over the Valley. The Food Network has asked us to develop a culinary event that they could utilize as a launching point for one of their new initiatives they are rolling out in 2013. As we currently work with several of their on-air "celebrity chefs" it was a natural extension for them to reach out to us to produce their new project. As it is still under development we do not have the full details but would model several of the components after our award winning Devoured Culinary Classic. Devoured is totally produced, financed and marketed by R Entertainment and that would be true of the new culinary event we wish to work on in the City of Peoria.

The budget for the new 2013 event will be at \$100,000 dollars and will be funded totally by R Entertainment.

Devoured 2012: As a result, *nearly* 10 million consumer impressions were generated on behalf of the Devoured Culinary Classic



In lockstep with a strong advertising and promotional campaign, record attendance was achieved for this 2012 event, with a sell-out crowd on day two of Devoured, Sun. March 11.

Despite a capacity crowd on Sunday this year, news media coverage was favorable across the board.

In fact, Howard Seftel, the Southwest's most influential food critic, described Devoured Culinary Classic as "Arizona's premier food festival" which "had its strongest event ever" this year.



E. Conformance to Request for Proposals:

Please see all required City Forms attached.

- Offer and Acceptance
- Exceptions
- Disclosure
- Business License
- Minority or woman owned business



QUESTIONNAIRE

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

Solicitation Number: **P12-0075**

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

N/A



QUESTIONNAIRE

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

Solicitation Number: **P12-0075**

Disclosure – Provide a detailed listing of any litigation in which the vendor is or has been involved in other events they have managed during the last ten years.

None



QUESTIONNAIRE

Solicitation Number: **P12-0075**

Materials Management

Procurement

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

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Request sent 5/15/12



QUESTIONNAIRE

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

Solicitation Number: **P12-0075**

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.