



# CONTRACT AMENDMENT

**Materials Management Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

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

**Buyer: Christine Finney**

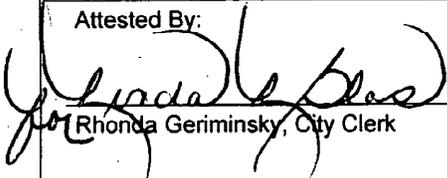
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/2/15.

**New Contract Term: 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.

	4/14/15	Stacey Lindsay, Owner Account Services Director	Tightline Systems dba Goosebumps Marketing & Events
Signature	Date	Typed Name and Title	Company Name
P.O. Box 47338	Phoenix	AZ	85068
Address	City	State	Zip Code

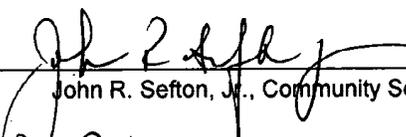
Attested By:

  
Rhonda Geriminsky, City Clerk



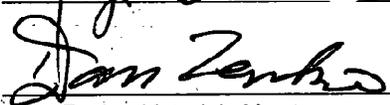
CC Number  
  
ACON33512B  
Contract Number

City Seal  
Copyright 2003  
City of Peoria, Arizona

  
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:  
May 13 2015 at Peoria, Arizona  
  
Dan Zenko, Materials Manager

ACON33512B



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## Materials Management Procurement

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Peoria, AZ 85345  
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Buyer: Christine Finney

Solicitation No. P12-0075 Page 1 of 1

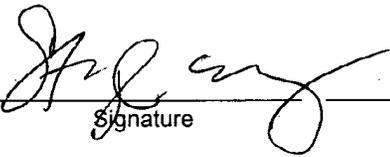
Description: Event Management Services

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

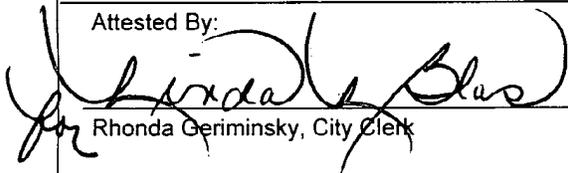
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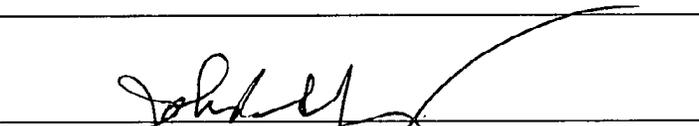
**New Contract Term: 7/3/14 to 7/2/15**

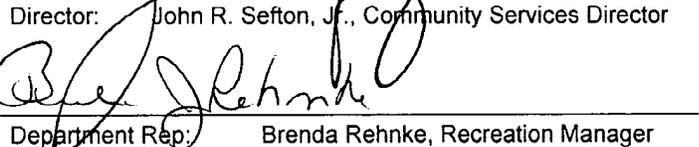
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	Stacey Lindsay, Owner Account Services Director	Tightline Systems dba Goosebumps Marketing & Events	
Signature	Date	Typed Name and Title	Company Name
P.O. Box 47338		Phoenix	AZ 85068
Address		City	State Zip Code

Attested By:

  
Rhonda Geriminsky, City Clerk

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

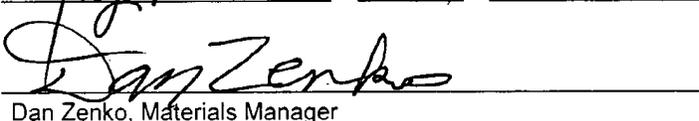
  
Department Rep: Brenda Rehnke, Recreation Manager

Approved as to Form:

  
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

May 1, 2014, at Peoria, Arizona

  
Dan Zenko, Materials Manager



City Seal  
Copyright 2003  
City of Peoria, Arizona

ACON33512A



City of Peoria, Arizona
Notice of Request for Proposal



Request for Proposal No: P12-0075
Materials and/or Services: Event Management Services
Pre-Proposal Meeting: May 21, 2012, 1:30 P.M. AZ Time
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.

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.

For clarification of this offer contact: Stacey Lindsay
Telephone: 602-418-5771 Fax: 602-926-8092
Email: stacey@gbump.com
Tightline Systems - DBA Goosebump Marketing & Events
P.O. Box 47338
Phoenix AZ 85068
Stacey Lindsay
Owner, Account Services Director

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.

Attested by: Wanda Nelson
Wanda Nelson, City Clerk



CC:
Contract Number: ACON33512
Official File:

City of Peoria, Arizona. Effective Date: 7/3/12
Approved as to form: Stephen M. Kemp, City Attorney
Contract Awarded Date: July 2, 2012
Dan Zenko, Materials Management Supervisor



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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

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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.



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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



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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:



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- 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.



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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. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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. 85<sup>th</sup> 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.



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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.



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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

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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 subcontracting 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.



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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.



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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



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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 contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date

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;



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- 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

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### 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. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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. 85<sup>th</sup> Avenue, 2<sup>nd</sup> 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](mailto: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.***

# goosebump

MARKETING & EVENTS

June 4, 2012

Materials Management Procurement  
9875 North 85<sup>th</sup> Avenue  
2<sup>nd</sup> Floor  
Peoria, Arizona 85345-6560

RE: Proposal for Event Management Services  
Solicitation Number: P12-0075

Thank you for the opportunity to submit a proposal. We are delighted to be considered for such a high-quality event program. Goosebump Marketing & Events is a full service event planning and marketing firm. The two primary contacts for this woman-owned business are Stacey Lindsay and Julie Peterson. Contact information may be found below:

- Stacey Lindsay, 602.418.5771 [stacey@gbump.com](mailto:stacey@gbump.com)
- Julie Peterson, 602.460.4472 [julie@gbump.com](mailto:julie@gbump.com)
- Company Website: [gbump.com](http://gbump.com)

We have more than 15 years experience producing events of all sizes. Our background includes such events as Fiesta Bowl Block Party, Tempe Festival of the Arts, New Times 10K Race, Planet Hollywood Grand Opening Events and Phoenix New Times Music Showcase Events. Goosebump Marketing & Events is currently under contract with the cities of Avondale and Goodyear to fulfill their event planning needs. Our firm recently completed a highly successful Avondale/Goodyear Centennial Parade and Festival. Goosebump Marketing & Events is currently working on community events for the City of Avondale for the fall season.

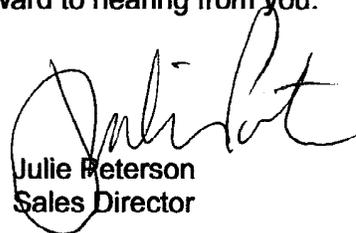
Goosebump Marketing & Events has the capacity to fulfill the scope of the work requested by the City of Peoria. The firm's experience will compliment the City of Peoria's existing community events. Goosebump Marketing & Events has the background to create, produce, underwrite and promote new special events that promote a sense of community and greater community involvement. These events may include headline musical acts, dance performances, children's activities, cultural activities, and art exhibits. Sub-contractors will be hired as needed to fulfill all of our obligations. All subcontractors will be e-verified. Julie Peterson and Stacey Lindsay will oversee all aspects of the scope of work of each event.

Thank you again for the opportunity. We look forward to hearing from you.

Sincerely,



Stacey Lindsay  
Account Services Director



Julie Peterson  
Sales Director

Goosebump Marketing & Events | P.O. Box 47338 | Phoenix, AZ 85068 | FAX: 602.926.8092

A CON 33512



## **Proposal Response**

### **City of Peoria RFP #P12-0075**

The following proposal details the responses to City of Peoria RFP #P12-0075 from Goosebump Marketing and Events to provide services to the City of Peoria. Each response is numbered in accordance with the RFP.

#### **2. Project Approach:**

- a) Goosebump Marketing and Events is proposing to assist the City of Peoria in producing events and creating, producing and underwriting new events.
- b) Goosebump Marketing and Events is an event production and marketing firm. We have more than 15 years experience in producing events in the valley. We operate as the primary organizers and supplement our staff with contract employees when needed. The primary contact is Stacey Lindsay and secondary contact is Julie Peterson.
- c) Stacey Lindsay will handle event operations, logistics, entertainment booking and staffing. Stacey will be the primary contact for the City of Peoria. Julie Peterson will handle sponsorship and vendor sales efforts. Other contract employees and/or vendors will be added in support roles on an as needed basis depending on the scope of work for individual projects. All subcontractors will be e-verified. Follow-up responsibilities will be handled in accordance with City regulations and deadlines.
- d) Goosebump's method of approach to the City of Peoria Events would be as follows:
  - 1) Existing Event: Meet with any staff previously involved in the specific event(s) in order to establish a smooth transition,

identify improvements, review previous budget and event plans and to create a working model.

**New Event:** Meet with City Staff to identify needs, goals/expectations, areas of interest, audience, potential time frame and dates to be added to the schedule then to research and propose new concepts.

- 2) Develop timelines for each event to detail specific tasks, and communicate these timelines for approval. Then follow the timeline to execute all event-planning activities.
- 3) Develop sponsorship opportunities. Create a vendor hit list and an entertainment hit list.
- 4) Conduct monthly meetings to review timeline, sponsorship, vendor, exhibitor and entertainment status and budget status with appropriate city staff, moved up to bi-weekly and weekly meetings as the event approaches. Provide weekly accounting and status reports.
- 5) Conduct post-event review meetings and provide reports.

e) **Timeline:**

Timelines for events vary based on the type of event and the amount of time available. Below are general timeline guidelines that will apply to most event concepts in an ideal situation. Timelines will be condensed as needed if the event does not allow for a full year of planning.

- |                      |   |
|----------------------|---|
| <b>Year out:</b>     | <ul style="list-style-type: none"><li>- Overall event concept determined</li><li>- Timeline set</li><li>- Budget established</li><li>- Event name identified</li><li>- Sponsorship levels determined</li><li>- Identify Sponsorship Hit List</li></ul>  |
| <b>9 Months out:</b> | <ul style="list-style-type: none"><li>- Meet with all previous sponsors and all major level potential sponsors.</li><li>- Calendar listings submitted</li><li>- City event and liquor permit process initiated.</li><li>- Begin talent inquiries and develop contract template for talent</li></ul> |
| <b>6 Months out:</b> | <ul style="list-style-type: none"><li>- Plan, coordinate and procure logistics for the event as needed</li></ul>  |

- Obtain permits, licenses and approvals as needed, (liquor permit, sales tax license, tent permit, generator permit, road closures, etc.)
- Exhibitor/Vendor/Exhibitor solicitation started
- Initial event layout started
- Marketing pieces developed and ticket sales plan finalized
- Entertainment solicited
- Submit suggested artists to City prior to booking for approval.
- 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).
- Solicit bids from rental companies and other potential vendors looking for best price & quality of service.
- Notify any business impacted by the event.
- Monthly magazines and articles pitched for event.
- Final event budget approved.
- Sponsorship deadline, all logos and day of specific set up needs identified.
- Street closure plans submitted.
- Meetings with all applicable city staff regarding street closures and city services.
- Volunteers and event day staff recruited
- Finalize trash/clean up plan.
- Finalize all rentals, port-o-lets, audio, lighting, etc.
- Review security and emergency plan with city officials.
- Ticket sales locations secured and marketing pieces to printer.

3 Months out:

- 1 Month out:**
- Event layout finalized.
  - Exhibitor deadline.
  - Event day setup forms and instructions sent out to all sponsors, exhibitors and vendors.
  - Advertising and PR campaigns begin
  - Traffic control/street closure plan completed and approved.
  - All final city permits and notifications submitted.
  - Neighborhood notifications distributed when applicable.
- 2 Weeks out:**
- Final meetings with all appropriate parties: vendors, city staff, marketing and event day staff .
  - Final layout walk-through with key staff and vendors.
  - Event 48-hour timeline finalized and distributed to all appropriate parties for event day.
- 1 Week out:**
- All event day supplies purchased.
  - Volunteer meetings.
  - Event materials packet.
  - Reminder contact with all sponsors, vendors, exhibitors and talent/performers
  - Event day checks for entertainers and vendors cut.
- 48 Hours/ Day of:**
- Follow 48-hour timeline regarding event set up, and day of procedures.
  - Oversee event set up and all day of activities.
  - Assist sponsors with any needs.
- 1 Week after:**
- Follow-up meetings scheduled with sponsors.
  - Final Budget expenditures reported
  - All invoices paid
  - Wrap up reports/notebooks compiled

- Send out feedback forms to sponsors, exhibitors, vendors and talent to identify any unseen problems.
- 2 weeks after:
- Meet with major sponsors to present wrap-up notebooks and collect feedback.
  - Meet with City contacts for feedback.
  - Finalize wrap-up report with all feedback.

f) Goosebump Marketing and Events will obtain all permits needed for each event. Goosebump Marketing and Events will 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 permits, generator permit, road closures, etc.

g) Goosebump has more than 15 years experience in selling sponsorships and managing corporate relations. Both Stacey and Julie have worked with clients in nearly every category including banks, auto, insurance, grocery, hotel/hospitality, cellular, utilities, lottery, government, liquor/beer, media and so forth. We have managed both cash and in-kind sponsorships for the following events:

1. Avondale and Goodyear Centennial Parade and Festival
2. New Times 10K
3. New Times Music Showcase
4. Tempe Arts Festival
5. Arizona Suicide Prevention Coalition Conference
6. Arizona Society of Addiction Medicine Conference
7. American Lung Association of Arizona Climb Phoenix Event
8. Teen Lifeline Crystal Ball Event
9. Mill Avenue Masquerade
10. Fresh Start Women's Foundation Secret Garden Event
11. Best of Phoenix Affair Culinary Event benefitting the March of Dimes
12. New Times Street Team Program

13. Numerous promotional programs such as CD Compilations, Grab Bag programs, and concert series.

h) Goosebump office is located at: 7744 N. 6<sup>th</sup> Street, Phoenix, AZ 85020.

**B. Goosebump Marketing and Events Experience and Qualifications:**

1) Goosebump has more than 15 years experience in event production, sponsorship and marketing. Our staff has produced a wide variety of events. Career highlights include the following examples; Note: following each event we have identified the required skills demonstrated by the event:

a. **New Times Music Showcase Series** – While working at New Times, Stacey Lindsay was responsible for producing “battle of the band” type events in 8 cities for 9 consecutive years. These events featured 25 – 40 bands depending on the city. Acts were performed on several stages on one night. The events culminated with a national or regional act. Stacey was responsible for all aspects of these events from start to finish including logistics, sponsorships, talent booking, marketing, securing street closures, liquor permits, etc. An example of the experience required follows:

- i. Booking touring acts, local, and regional acts ensuring a revenue-producing event.
- ii. Stage management
- iii. Business management and marketing
- iv. Sound systems and sound level monitoring
- v. Outdoor concert lighting on multiple stages at one time
- vi. Ticket management and ticket sales
- vii. Rental equipment
- viii. Concert publicity
- ix. Concert security
- x. Problem solving

b. **Fiesta Bowl Block Party** – While working with the Mill Avenue Merchants association, Stacey Lindsay produced the annual New Year’s Eve event, which attracted more than 150,000 people. She managed marketing efforts, sponsorships, volunteer efforts, and was part of the 5-person team who managed all the operations of the event. This is an example of the following experience required:

- i. Marketing
  - ii. Business management (Budget management)
  - iii. Ticket management and ticket sales
  - iv. Rental equipment
  - v. Concert security
  - vi. Problem solving
- c. **Planet Hollywood Grand Opening** – This Saturday evening event showcased more than 25 Hollywood celebrities, live entertainment on 2 stages and a huge public relations effort, which attracted 4,000 people. This effort required extensive travel coordination and numerous last minute requests from celebrities. This is an example of the following experience required:
- i. Booking touring acts appealing to a diverse audience
  - ii. Stage management
  - iii. Marketing
  - iv. Sound systems and sound level monitoring
  - v. Outdoor concert lighting
  - vi. Rental equipment
  - vii. Concert publicity
  - viii. Concert security
  - ix. Problem solving
- d. **City of Avondale and Goodyear Tale of Two Cities Centennial Parade and Festival** – This parade and festival was a combined effort between the cities of Avondale and Goodyear. The cities contracted with Goosebump to produce this event, which featured more than 75 parade entries and attracted over 4,000 attendees. Goosebump was responsible for all operational aspects of the event including sponsorship sales, event logistics, booking food vendors and kids' activities, as well as managing all parade entries, live entertainment and audio for both the parade and the festival. This is an example of the following experience required:
- i. Booking regional acts
  - ii. Stage management
  - iii. Business management and marketing
  - iv. Sound systems and sound level monitoring
  - v. Rental equipment
  - vi. Concert security
  - vii. Problem solving

- e. **Tempe Festival of the Arts** – While working with Mill Avenue Merchants Association, Stacey Lindsay was part of a 5-person team that managed all aspects of this bi-annual event which attracted more than 250,000 people at each event. Stacey was primarily responsible for all marketing, sponsorship, volunteers, kids' activities and layout of key areas of the festival. Stacey also assisted with vendor/exhibitor relations, entertainment and the city permit process. This is an example of the following experience required:
- i. Booking local acts appealing to a diverse audience
  - ii. Stage management
  - iii. Business management and marketing
  - iv. Sound systems and sound level monitoring
  - v. Rental equipment
  - vi. Concert publicity
  - vii. Concert security
  - viii. Problem solving
- f. **New Times 10K Race** - While at New Times, Stacey Lindsay produced the New Times 10K for 9 consecutive years. A staple event in the Phoenix running community, this was the largest foot race in Arizona at the time. The racecourse went through downtown Phoenix and culminated with a festival featuring a regional act and more than 40 exhibitors. Stacey worked with a race director to manage all aspects of this event. Stacey was specifically responsible for all marketing, public relations, sponsorship sales, festival exhibitors and event layout. This is an example of the following experience required:
- i. Booking local acts, ensuring the event was a revenue-producing event.
  - ii. Stage management
  - iii. Business management and marketing
  - iv. Sound systems and sound level monitoring
  - v. Ticket management and ticket sales
  - vi. Rental equipment
  - vii. Event publicity
  - viii. Problem solving
- g. **American Lung Association of Arizona Climb Phoenix** - Goosebump (while under the former name, Swivel Marketing) was contracted to manage all aspects of the newly created Climb Phoenix, a stair climbing event that took place in two

high-rise buildings in downtown Phoenix culminating with a festival that included live entertainment. Goosebump handled all marketing, sponsorship, and event logistics. This is an example of the following experience required:

- i. Booking local acts appealing to a diverse audience
- ii. Stage management
- iii. Business management and marketing
- iv. Sound systems and sound level monitoring
- v. Ticket management and ticket sales
- vi. Rental equipment
- vii. Event publicity
- viii. Problem solving

2) Resumes to follow:

## **Stacey A. Lindsay**

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### **Work Experience:**

**Goosebump Marketing & Events / Swivel Marketing** – (Phoenix, AZ)                      March 2005 – Present  
**Owner / Account Services Director**

Manage event and marketing agency specializing in event production and marketing strategy. Agency serves clients such as City of Avondale, City of Goodyear, Eatza Pizza, Arizona Society of Addiction Medicine, Arizona Suicide Prevention Coalition, IBM, KPMG, Association of Alternative Newsweeklies.

**Ruxton Media Group** – owned by NT Media, Inc. (Phoenix, AZ)                      March 2004 – March 2005  
**Business Development Director**

Develop new business platforms for national alternative rep firm specializing in alternative print, event marketing, street marketing, database building and promotional programs. Developed platforms for fast food, liquor, retail, cellular, music retailers, tourism, auto and other industries. Launched weekly concert series program in 10 markets. Created new media kits

**NT Media, Inc.** – DBA New Times (Phoenix, AZ)    June 1996 to March 2005  
**Promotions and Marketing Director**

Oversee 3 departments for chain of 13 Alternative Newsweekly publications to include Marketing & Promotions Department, Web Department and Marketing Design Department. Oversaw all marketing and promotional programs including all events for the chain of newspapers. Managed all budgets, hiring, training and execution of all programs.

**Mill Avenue Merchants Association** (Tempe, AZ)

**Marketing Manager**    September 1994 – June 1996

Directed all marketing and public relations for 5 major events a year: Fiesta Bowl Block Party (150,000 attendance), 2 Tempe Arts Festivals (250,000 attendance each), Mill Avenue Masquerade (5,000 attendance) and Flagstaff Festival in the Pines (7,000 attendance). Developed new business pitches, sponsorship programs and creative. Increased revenue by \$45,000 in the first year.

**Barclay Communications** (Phoenix, AZ)

**Account Executive**    September 1993 - August 1994

Planned and organized the Planet Hollywood grand opening in Phoenix and Las Vegas. Managed all public relations for the grand opening and all pre-opening celebrity events and press conferences  
Coordinated all event logistics, invitations and guest lists. Coordinated over 70 celebrity visits

### **Education:**

Northern Arizona University – BA in Advertising/Communications, Cume Laude  
International Events Group – Sponsorship Sales Training

### **Associations:**

International Festivals & Events Association, Member  
Arizona Festivals & Events Association, Member  
International Events Group, Member  
Teen Lifeline – Board Member, Event Committee Chair, Chair of the annual fund raising event  
Cystic Fibrosis, volunteer  
Pi Beta Phi Sorority, Founding President NAU Chapter

## Julie A. Peterson

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Goosebump Marketing & Events (Phoenix, AZ)      March 2011 - Present  
Sales Director

- Responsible for all aspects of marketing, solicitation and sales. Assist with managing event productions and client needs.

Madison Simis Elementary (Phoenix, AZ)      April 2007 – April 2011  
Board Member

- Served as a board member on the Madison Simis Elementary school, most recently as PTA President. Created & facilitated several fundraisers, community events, business partnerships and hospitality events.

Out of the Box (Phoenix, AZ)      January 2005 – February 2007  
Marketing & Sales

- Served as creative assistant at Out of the Box, a promotional product company. Assisted in sales, marketing, fulfillment and creative solutions for businesses.

USA TODAY (Tempe, AZ)      April 1989–January 2001  
Regional Marketing Manager

- Regional Marketing Manager at USA TODAY, a Gannett Newspaper. Managed a team of 10 people, responsible for a 3 state region to include all marketing sales & events, corporate partnerships and community relations.

Homebuyers Guide & Homes Illustrated (Phx, AZ)      March 1983- March 1989  
Marketing Sales Representative

- Marketing Sales Representative at two Valley homebuilder publications. Managed sales, marketing and publishing of periodicals

### Associations:

Girl Scouts of America (Cactus Pine Council), Team Leader & Trainer and Troop Leader (4 years)

PTM (Parents and Teachers at Meadows), Fundraising Committee Chairperson

NJHS (National Junior Honor Society), Team Leader & Parent Student Liaison

NAWBO, National Association of Women Business Owners, Member

Networking Phoenix, Member

Local First, Member

**C. Cost Considerations:**

Goosebump's hourly fee is \$100.00 per hour of service.

Goosebump Marketing and Events is also willing to negotiate a flat fee structure to assist in conforming to budgetary needs. Fees will vary based on the scope of work for each event.

For sponsorship sale services we require a \$500 retainer fee plus 15% for all cash and in-kind donations.

In addition, a 3% administrative fee will be charged for any event expenses paid for by Goosebump that are reimbursed by the City of Peoria. This fee does not apply to those event expenses paid directly by the City of Peoria.

**D. References:**

Event: Avondale and Goodyear Parade and Festival  
Pier Simeri  
City of Avondale  
602-503-5204  
[psimeri@avondale.org](mailto:psimeri@avondale.org)

Events: New Times Music Showcase and New Times 10K  
Michelle Laven  
Clear Channel Communications (formerly New Times)  
310-990-4043  
[michelelaven@clearchannel.com](mailto:michelelaven@clearchannel.com)

Events: Tempe Arts Festival and Fiesta Bowl Block Party  
Britt Kimbal  
Splashmaker Productions (formerly Mill Avenue Merchants Association)  
602-770-5057  
[brittandra@hotmail.com](mailto:brittandra@hotmail.com)

**E. Conformance to Request for Proposal Documents**



## QUESTIONNAIRE

Solicitation Number: P12-0075

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

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

Goosebump Marketing & Events are not taking any exceptions to the terms, conditions or Scope of Work at this time.



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**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.**

Goosebump Marketing & Events is not involved in any litigation at this time.



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**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](mailto: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.**

Goosebump Marketing and Events is not currently licensed with the City of Peoria but we are happy to obtain a city license should our proposal be accepted.



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

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

Goosebump is currently in the process of applying for a women owned business certification from the City of Phoenix.