CONTRACT AMENDMENT

Solicitation No: P08-0109 Page 1 of 1
Description: Video Production Services
Amendment No: Two (2) Date: 07/19/2010

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

Buyer: Lisa Houg

ORIGINAL

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/09/10.

THE NEW CONTRACT TERM:

Contract Term: 10/10/10 to 10/09/11

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

Signature	Date	Typed Name and Title	Company Name
Julie Nelson	8/1/2010	Julie Nelson, Producer	Brand Canyon Co.

Address	City	State	Zip Code
15010 N. 78th Way #206	Scottsdale	AZ	85260

Attested by:

Mary Jo Waddell, City Clerk

CC Number

ACON54608B
Contract Number:

Official File

City Seal
(Rev 02/11/10)

Requested by: Eric Rodriguez, Video Production Specialist

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed August 12, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 54608B

CONTRACT AMENDMENT

Solicitation No: P08-0109 Page 1 of 2
Description: Video Production Services
Amendment No: One (1) Date: 7/20/09

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 10/10/09 to 10/09/10.**

B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:

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).

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

Signature	Date	Julie Nelson, Producer Typed Name and Title	Brand Canyon Co. Company Name

Address	City	State	Zip Code
15010 N. 78th Way #206	Scottsdale	AZ	85260

Attested by:
Rhonda Simmons
For Mary Jo Kief, City Clerk

CC Number

ACON54608A
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Eric J. Roch
Requested by:
Lisa Houg
Recommended by:
Ellen Van Riper, Assistant City Attorney
Ellen Van Riper
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed October 20 2009, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 54608A

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

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 is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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

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

19. **RIGH T 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.

32. **PUBLIC RE CORD:** 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.

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No:	**P08-0109**	Proposal Due Date:	**August 26, 2008**
Materials and/or Services:	**Video Production Services**	Proposal Time:	5:00 P.M. AZ Time
		Contact:	**Peggy Ferrin**
Project No:	Location: City of Peoria, Materials Management Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345	Phone:	(623) 773-7780

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

OFFER

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

For clarification of this offer contact:

Name: Julie Nelson Telephone: 480.998.2195 Fax: 480.340.8808

Brand Canyon Co. & Apple Box Pictures — Company Name

Julie Nelson — Authorized Signature for Offer

15010 N. 78th Way #204 — Address

Julie Nelson — Printed Name

Scottsdale — City

AZ — State

85260 — Zip Code

Producer — Title

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

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

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

Attested by: Rhonda Simmons
For Mary Jo Kief, City Clerk

CC: _____

Contract Number: A CON 54603

Official File: _____

City of Peoria, Arizona. Effective Date: 10/11/08

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

Contract Awarded Date 10/10/08

Carl Swenson, City Manager

A CON 54603

COP 203RFP (06/26/08)HFK

City of Peoria

Video Production Services & Post Production Services
Solicitation Number: P08-0109

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BRAND canyon COMPANY

www.brandcanyonco.com
480.348.3877

APPLE BOX PICTURES
"Always big. Always good."
FILM · TELEVISION · VIDEO

www.appleboxpictures.com
480.998.2195

15010 N 78th Way • Suite 206 • Scottsdale, AZ 85260

Brand Canyon Co. and the Apple Box Pictures Connection

Apple Box Pictures is a full-service production company, located in the north Valley; we have been in business since 2002. Apple Box Pictures was initially created to be the exclusive film, TV and video production partner to Brand Canyon Co. Brand Canyon is a six year-old advertising and branding agency, one of only thirteen agencies on contract with the State of Arizona and one of only two with a Design Firm/Creative designation. Although both companies are still owned and operated by Brad Michaelson, Apple Box Pictures has evolved into a stand-alone operation that works not only with agency partner Brand Canyon, but for a multitude of other organizations and producers in and beyond Arizona.

Apple Box Pictures is unlike most other privately held Arizona production companies. We operate a production studio that features a one-thousand square foot studio with a green screen, sound booth and two control rooms and edit bays. We offer state-of-the-art production and post production equipment including Panasonic high-definition and standard definition cameras. We edit on Final Cut Pro or Avid and utilize Pro Tools for our audio work. We have a full-time staff that includes a photographer, an editor and two producers. We write all of our own material and rarely go outside of our key personnel for production help.

Those elements alone set us markedly apart from most of our peers. But what makes our organization truly special and uniquely talented is our commitment to creating compelling content and our belief that a great production is the result of careful and meticulous pre-production. We are committed to offering clients and viewers a more sophisticated approach to the production process that begins from the time we launch a project. Whether we write it ourselves or produce a piece for another company, the process and our commitment is always the same.

Pre-Production

It begins with the story. As a production company with branding agency partner, we always look at the story. We look for the message; we want to make sure that the core message is being delivered by the piece. It doesn't matter if the finished piece is five seconds long or two hours, we want to ensure that in the end, the audience will be affected and the message delivered. We focus on the script. At the same time, we make sure that every production dime is maximized. Our pre-production in meticulous and we handle everything including creative concept development, scriptwriting, location scouting, permits, casting, rehearsals, staging and blocking to make sure that when production begins, we get everything we need – and more.

Production

At the heart of the process is production. We have a solid core of professionals who have worked together on hundreds of shoots in a multitude of locations. We have produced everything from hour-long programs for AZ Fox Sports Net to four-second Web video banner ads and as a result have become extremely adept at managing the process.

Because of the equipment we have available, our goal is always to enhance the production value – to put on a good show. We do that with the use of dollies, jibs and steady-cams. Our audio technicians understand the power of strong, clean audio and the enhanced value it adds to any production. Our film and video professionals are all top rate and we make sure they have the equipment they need to ensure high quality – regardless of the size of the budget.

We have three people inside our office who coordinate the film, TV and video production process. In addition, we maintain relationships with ASU Film School and the ASU Walter Cronkite School of Journalism both of which have been extremely helpful in providing enthusiastic production assistants for every one of our shoots.

In the field and on location we are always fully prepared and the crews always consist of an Executive Producer, Producer, Writer, Director, Photographers (as we are big believers in two cameras whenever possible), Audio Tech, Grip(s), Gaffer(s), Production Coordinator and Production Assistants. Because of the importance of each of these key roles, we try to staff accordingly, regardless of the budget. We find a way.

Post Production

If we execute during the pre and production stages, we find that the post production is much simpler, richer and more fun. Because we own our own studio and the equipment, we function in the same environment. Our audio booth allows us the opportunity to ADR and Foley elements in post production. Our editor is both an expert in the craft and committed to storytelling. He understands how a story is told philosophically and technically. And he has the equipment and expertise to embellish the story with a host of post-production tools including graphics in both two and three dimensions, animation and special effects. We have produced shows for broadcast television and not only understand the timing and formatting but the graphic elements needs including show opens, transitions, closes, bumps, lower third graphic placement, background and logos. We also have a great deal of experience in green screen shooting, editing and inserting.

When the piece is finished, we are fully capable and equipped to output the material in any of a number of formats including AVI, DV, MPEG 2 and 3, AIFF, WAV, DVCpro, DV CAM and Beta. We can also compress for broadcast on the Internet.

You will see a sample of most of these applications included in our DVD "reel" that accompanies this presentation.

Apple Box Pictures is full-service and fully committed to creating and producing the best film, television, video and Internet material in Arizona. We have the staff, the location, the equipment and the experience to meet that commitment and provide every one of our clients with a product that they will not only be proud of but that will come in on time, within budget and send the right message.

[Fade Out]

Location

Brand Canyon Co. & Apple Box Pictures are located at 15010 North 78th Way, Suite 206, Scottsdale, Arizona 85260.

A Brief History

Our work with different state and local government agencies has allowed us an opportunity to develop some powerful and award-winning, graphics and video pieces for campaigns.

Expect the MAX™ - Award winning DUI Campaign for AZ DUI Task Force that features a number of graphic components including over 15 Television ads, online video ads, LED video ads, print ads, taxi-cab toppers, billboards, in-stadium restroom signage, posters, table tents and toppers and proprietary promotional products.

Flip the Chip – A designate-a-driver campaign developed and produced with the Phoenix Suns. The campaign features the development of slogans, taglines, all attendant graphic elements for television, radio and internet videos, magazine print ads, point-of-purchase displays, a proprietary poker chip that featured a unique number for on-line registration and prize redemption.

These Lights Will Silent Your Night™ - DUI Campaign for AZ DUI Abatement Council that featured all graphics for Television, radio, print ads, cocktail napkins, posters and a proprietary blinking ice cube.

Always Prepared. Always Aware™. Never impaired. – A safety campaign for AZ SADD and AZ Governor's Office of Highway Safety that included graphic design for all campaign components including Televsion, radio, posters, hero cards, lanyards and a die-cast collectible car.

Building the Future One Student at a Time – Video fundraising tool for a campaign for Catholic Tuition Organization, Diocese of Phoenix.

Zero, Nada, None – Underage consumption campaign for AZ Students Against Destructive Decisions and Safeway stores that included all graphic design, Television, radio, Website, posters, key-chains and air fresheners.

Staff

We offer a full staff of creative and production personnel including:

Brad Michaelson, *Executive Producer, Director and Writer*
Michaelson has written and produced all of the material handled by Brand Canyon Co. & Apple Box Pictures. He is an Emmy-award winning writer having won in 2007 for the "Fake ID" public service announcement created for Arizona Students Against Destructive Decisions and Safeway Stores. Michaelson has been a Screen Actors Guild member since 1984, worked on several films both as talent and as a technical advisor.

Tim Owens, *Editor and Director of Photography*
Another Emmy award winner, Owens is both a Director of Photography and Editor. He has been in the industry for over ten years.

Julie Nelson, *Producer*
Nelson has been in the industry for six years focusing on production in the last three years. Nelson's attention to detail and project management skills ensure that all projects stay on budget. Nelson continues to be the client's key contact from inception to completion.

Jamie Murdick, *Production Coordinator*
A graduate of the Walter Cronkite School of Broadcasting, Murdick is skilled in pre-production, production and comfortable behind or in front of the camera. Murdick has been in the industry for two years.

Cost

Costs and Fees

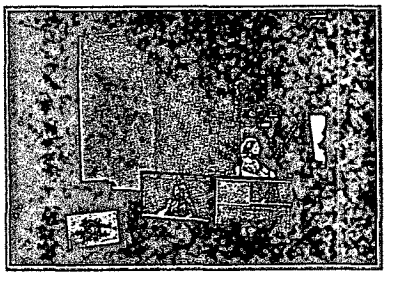
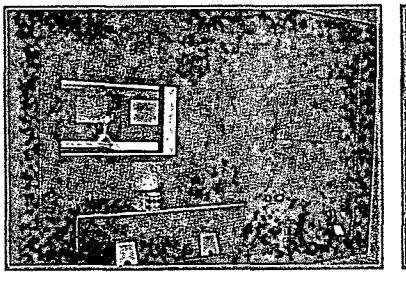
	Hourly Rate
Pre Production	
Scriptwriting	$95/hr
Production Coordinator	$65/hr
Producer	$90/hr
Post Production	
Editing	$150/hr
Graphic Creation	$95/hr
Animation/3D	$200/hr
Visual Special Effects	$250/hr
DVD Authoring	$50/hr
Field Production Crew	
Photographer	$150/hr
Audio Technical Service	$80/hr
Lighting/Key Grip	$70/hr
Grip	$60/hr
Production Assistants	$25/hr

Duplication Service

Price per piece depends on format, packaging, and quanity.

Brand Canyon Co. & Apple Box Pictures have experience working with all budgets. Projects can be billed hourly or on a project by project basis. Full day and half day rates are also available.

Brand Canyon Co. & Apple Box Pictures meet and exceed the qualifications outlined in the Scope of Work in Solicitation Number: P08-0109. Including but not limited to: Final Cut Pro HD, Avid, Adobe Photoshop, Adobe Illustrator, Adobe After Effects, Zaxwerks 3D, Maya 3D, 3D Studio Max, Character Generator Systems, Chyron, Avid Deko, Grass Valley Video Switchers and Video Playback servers, AVI, DV, MPEG, AIFF, WAV, DVCpro, DV CAM and Beta.

References

Brand Canyon Co. & Apple Box Pictures References

Company: Arizona Governor's Office of Highway Safety
Contact: Michael Hegarty
Address: 3030 North Central, Suite 1550, Phoenix, Arizona 85012
Phone: 602.255.3216
Description: Brand Canyon Co. and Apple Box Pictures are responsible for the creation and development of the statewide anti-DUI campaign, Expect the Max. The campaign includes many video components including:

- Television PSAs
- On-line Video
- In-arena message boards in partnership with the Phoenix Suns

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Company: Arizona Game and Fish Department
Contact: Ed Huntsman
Address: 5000 West Carefree Highway, Phoenix, AZ 85086
Phone: ~~623.236.7237~~
Description: Brand Canyon Co. and Apple Box Pictures are responsible for writing, producing, directing and editing Splash - Boating Safely in Arizona. Splash is a twenty-five minute movie that was written to be unlike any other state produced education video. Splash also includes a twenty-minute Director's Cut.

Company: Arizona SADD (Students Against Destructive Decisions)
Contact: Jessica Smith
Address: 23425 N. 39th Drive, Suite 104-116, Glendale, AZ 85310
Phone: 623.434.1670
Description: Brand Canyon Co. and Apple Box Pictures are responsible for creating several public service announcements for AZ SADD. Pieces have ranged from general branding PSAs to campaign specific PSAs. In 2007, Brand Canyon Co. and Apple Box Pictures won an Emmy for a PSA titled Fake ID. The spot is part of several pieces produced to promote a zero tolerance message to underage consumption - Zero, NADA, None.

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
8314 West Cinnabar Avenue
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 on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

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

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

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

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

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

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

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

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

12. **AWARD OF CONTRACT:**
    a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
    b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.
    c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

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

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

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

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

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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

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

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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 pervious 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 contact. 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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of 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.

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

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

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

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

    a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

    b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

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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.

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

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

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

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

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

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

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

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

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

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

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

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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.

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.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P00-0109**

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Video Production 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. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

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

5. **Contract Type:** Fixed Price Term Indefinite Quantity

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

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

8. **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

9. **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.

10. **Pre-Proposal Conference:** A conference will be held at City Hall:

ADDRESS:	8401 W. Monroe Street Peoria, Arizona 85345 Pine Room
DATE:	**August 19, 2008**
TIME:	**9:00 AM, Arizona Time**

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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.

11. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. Specific proposal content requirements are listed in Section III, Page 17.

12. **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 15 minutes, allowing 45 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.

13. **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. Project Understanding and Project Approach.
    b. Experience/Projects.
    c. Staff's Capabilities and Assignments.
    d. Cost.
    e. Conformance to Request for Technical Proposals.

14. **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.

15. **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.

16. **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.

17. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

18. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.

19. **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.

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20. **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.

21. **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.

22. **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.

23. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

24. **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.

25. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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

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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.

26. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 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 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, 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

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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.

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

    In the event any insurance policy(ies) required by this contract is(are) written on a Aclaims 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.

28. **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.

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

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

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

30. **Unifier Project Management System**: Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.

31. **Confidential Information:**

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

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

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

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

32. **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.

33. **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 delivery 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.

34. **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.

35. **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.

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

37. **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 accomodations within Peoria can be found on the following website: http://visitpeoriaaz.com/accommodations.php

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Section I - Description

The City of Peoria is seeking qualified Video Production and Post Production editing houses firms to video tape, write and produce shows, PSA's, Station ID, Station Bumps, Show Opens, along with to edit videos consisting of PSA's Community shows and information programs, Station ID's, Station Bumps, Show opens, Show closes, and other special projects for the City's Channel 11 department and other City departments on a on-call as needed basis.

Section II – Scope of Work

The City of Peoria is looking for Firms to assist with projects as well as deliver turnkey projects. Firms shall be able to design fresh, clean and high end graphics including but not limited to animated show opens, closes, bumps, special effects, special wipes, lower 3rd, over the shoulder graphics, backgrounds, 3D logos and 3Dspecial effects & wipes used for editing and any other needs.

Firms shall have experience with programs such as, but not limited to; Final Cut Pro HD, Avid, Adobe Photoshop, Adobe Illustrator, Adobe After Effects, Zaxwerks 3D, Maya 3D, 3D Studio Max.

Firms shall have experience with TV equipment such as but not limited to; Character generator systems, Chyron, Avid Deko, Grass valley video switchers and video playback servers as well as video and graphics formats such as AVI, DV, MPEG, AIFF, WAV, DVCpro, DV CAM, and Beta.

The Firm is required to deliver copies of RAW tapes and Video files along with copies of all project files and graphics at the end of projects.

Contract Labor and Professional Services to include but not limited to:

- Post production editing services
- Producer
- Graphic creation
- Scriptwriting
- Animation/3D
- Production coordinator
- Graphic creation
- Field Production Crew
- Visual special effects
- Audio technical services
- DVD authoring
- Duplication services

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Section III - Proposal Content

The proposal shall include the following:

A. Project Understanding & Method of Approach

Present a proposed method of satisfying the requirements of the Scope of Work, as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action. The objectives stated in the proposal should reflect the creativity and understanding of the project. The approach should include all aspects of video production services

1. Plan and Method of Approach to accomplish the Scope of Work

B. Firm's/Staff's Experience and Qualifications

1. Location of office performing the services
2. Provide a brief history of the firm and its experience
3. Provide information on those individuals assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated manager and his/her qualifications, including but not limited to years employed with the firm, experience, and training. Include qualifications, certifications, and background checking information.

C. Cost

Provide a cost breakdown by hourly fee for on-sight and off-sight on call services as needed, inclusive of all time and materials necessary to complete the plan and produce the desired deliverable. Also include markup fee (if any) for any materials and consumables or a price list for any consumables.

Include a fee schedule broken down by the following;

1) Contract Labor and Professional Services – State hourly fee for each service

Post production

Editing

Graphic Creation

Animation/3D

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Visual Special Effects

DVD Authoring

Producer

Script Writing

Production coordinator

Field Production Crew
Audio Technical Service

Duplication services

2) **Additional Services** - Provide breakout of any additional costs not included in hourly fee's as stated above. Including but not limited to travel costs, consumables or additional services.

D. References

Provide a list of three (3) clients with projects **similar** in scope.

E. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and five (5) copies and shall be delivered to:

City of Peoria/Materials Management
8314 W. Cinnabar
Peoria, AZ 85345

The proposal shall be due no later than 5:00 p.m. on August 26, 2008 All questions regarding the proposal should be directed to Peggy Ferrin at peggy.ferrin@peoriaaz.gov.

QUESTIONNAIRE

Solicitation Number: **P08-0109**

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

1. Company: _____
   Contact: _____
   Address: _____
   _____
   Phone: _____
   Description _____

2. Company: _____
   Contact: _____
   Address: _____
   _____
   Phone: _____
   Description _____

3. Company: _____
   Contact: _____
   Address: _____
   _____
   Phone: _____
   Description _____

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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.