



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P08-0044** Proposal Due Date: **November 15, 2007**
 Materials and/or Services: **Graphic Design Services** Proposal Time: **5:00 p.m. Arizona Time**
 Contact: **Christine Finney**
 Location: **City of Peoria, Materials Management** Phone **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

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

OFFER

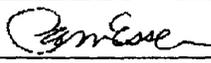
To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception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

For clarification of this offer contact:

Name: Pamela Esser Telephone: (602)257-9790 Fax: (602) 340-1640

Esser Design, L.L.C.

Company Name


Authorized Signature for Offer

2355 East Camelback Road, Suite 200

Address

Pamela A. Esser

Printed Name

Phoenix AZ 85016
 City State Zip Code

Vice President/Marketing Manager

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.

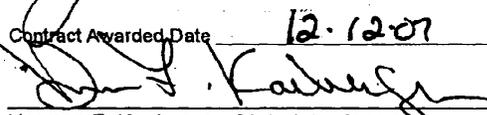
Attested by: 
 Mary Jo Kier, City Clerk

City of Peoria, Arizona. Effective Date: 12-13-07

Approved as to form:
William J. Emerson, Assistant City Attorney

CC: Stephen M. Kemp, City Attorney

Contract Number: A CON 76407 Contract Awarded Date: 12-12-07


Herman F. Koebergen, Materials Manager



A CON 76407



CITY OF PEORIA
Request for Proposal for Graphic Design Services (P08-0044)

submitted by:
Esser Design
November 15, 2007



November 15, 2007

Christine Finney
City of Peoria, Materials Management
8314 West Cinnabar Avenue
Peoria, AZ 85345

Dear Ms. Finney:

Thank you very much for the opportunity to present our proposal for graphic design services for the City of Peoria, Materials Management Division. Following, please find our proposal for the scope of work provided in your Request for Proposal Solicitation Number P08-0044 for Graphic Design Services. The scope you have outlined is an extremely good fit with our extensive experience in the areas of graphic design, brand development and strategic marketing for clients in the public sector.

Esser Design has been providing award-winning strategic planning and creative services for over 25 years and brings a high level of expertise to every assignment. Esser Design has recently completed branding and design programs for the City of Mesa, City of Tempe, The City of Phoenix Aviation Department, and the Peoria Police Department. We are also currently working with Peoria Unified School District and the Arizona Department of Commerce to provide design and branding services. Esser Design is an approved vendor under the Statewide Marketing Contract SCC060017 for graphic design services.

Our team would be delighted to meet with the review committee at your convenience to answer any questions or discuss our proposal in more detail.

We look forward to the opportunity to help you *make your mark*.

Best Regards,

Pamela A. Esser, Vice President/Marketing Director

Esser Design
2355 East Camelback Road, Suite 200
Phoenix, Arizona 85016
602 257 9790

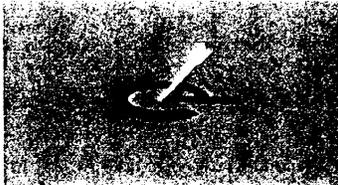


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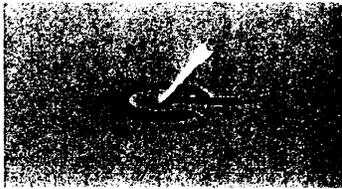
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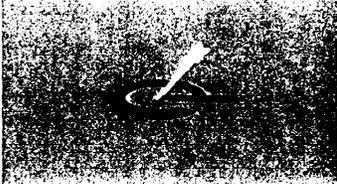
A. Experience

ESSER DESIGN EXPERIENCE

For over 25 years, Esser Design has been consistently awarded locally, regionally, nationally and internationally for creativity and design excellence. Founded in 1982, Esser Design has grown to be recognized for its creative and technical excellence and respected for its level of professionalism in the business community. Steve Esser oversees the creative product as Creative Director and Pam Esser takes the lead in strategic planning and business development for the studio.

Esser Design provides integrated branding services to local clients in a variety of industries. These include: State of Arizona government agencies, municipalities, retail products, healthcare, travel and hospitality, arts and entertainment, professional services, high-tech, education, real estate development, construction services, industrial manufacturing and finance.

Esser Design employs 15 full-time staff members and has consistently appeared in the *Phoenix Business Journal's* Book of Lists top ten graphic design firms. In 2000, 2006 and in 2007, *Ranking Arizona* Magazine has named Esser Design the number one design firm in Arizona.



STAFF'S EXPERIENCE & ASSIGNMENTS

We are presenting a design and management summary and bios for members of the Esser Design team involved in this assignment. The design and management team members consist of seasoned veterans with extensive backgrounds in design, art direction, production and image manipulation/retouching, as well as project management.

STEPHEN ESSER

President/Creative Director

Steve founded Esser Design in 1982 after pursuing a degree in Graphic Design from Arizona State University. He has since built Esser Design into a company with a reputation for conceptual thinking, high-quality creative work and measurable results for Esser Design's clients. The firm has received numerous creative awards – local, regional, national and international – and continues to be recognized as a leader in the creative field.

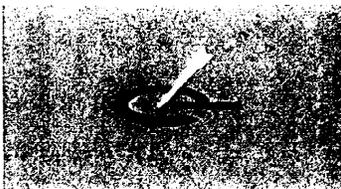
With 25 years of design experience, Steve oversees the creative staff and ensures the firm's high standards of creativity and quality are maintained.

PAMELA ESSER

Vice President/Marketing Director

Pam received her Bachelor of Fine Arts in Graphic Design from ASU. She joined Esser Design in 1989, and is responsible for business development and strategic planning.

Pam has over 25 years of experience in the advertising and design industries, and oversees the development of print, web and interactive projects, serving as a liaison between clients and creative staff. Her unique ability to work closely with larger client groups to build consensus and lead initiatives is a particular strength.



STAFF'S EXPERIENCE & ASSIGNMENTS CONT.

LINDA SIMES

Account Manager

Linda received her Bachelor of Arts from the University of Nebraska-Lincoln. With over 10 years of marketing and client consulting experience in corporate and non-profit settings, Linda brings a broad range of knowledge to the account services team.

Prior to joining Esser Design, Linda led the strategic marketing initiatives for a national non-profit dedicated to serving at-risk youth. She has also provided consulting and scan data research to the consumer packaged goods industry and provided the insight needed to drive marketing plans. As an Account Manager with Esser Design, she manages all aspects of a client's project and facilitates communication between the client and the creative team. Her clients include Glendale Community College, American Fire Protection Group, ASU Office of Global Engagement, and Goldwater Institute.

Client-centered

Esser Design's focus is on providing superior client service and cultivating long-term relationships.

We have been told that one of our greater strengths is our ability to listen to our clients and provide a proactive, customized solution.

KRISTIN STEELE

Account Manager

Kristin received her Bachelor of Science in Visual Communication from Ohio University, which included a specialization in advertising. As an account manager, Kristin works closely with clients on a daily basis to manage project budgets and schedules, and is involved in all aspects of a project from start to finish. She effectively handles multiple tasks while interacting with clients and internal staff to make sure a client's objectives and deadlines are being met.

Prior to joining Esser Design, Kristin spent one year with a design firm in Florida where she took on the roles of account manager, traffic and production. At Esser Design, she manages multiple print and multimedia assignments for a wide variety of clients and industries, including PING Golf, Peoria Police Department, Arizona Department of Commerce, the Flinn Foundation, SunCor Development, Jokake Construction, and Mesa Arts Center.

STAFF'S EXPERIENCE & ASSIGNMENTS CONT.

JULIE STARKEY

Account Coordinator

Julie received her Bachelor of Science from Central Michigan University with a focus on marketing and advertising. Prior to joining Esser Design, Julie worked as an account and traffic coordinator at a full-service ad agency in Louisville, Kentucky, where she gained valuable experience working with national clients.

At Esser Design, Julie is an integral part of the client service team, managing clients from a wide variety of industries. Julie consistently provides superior client service and ensures projects are running smoothly. Julie's clients include Peoria Unified School District, Pine Canyon, SunCor Development, and Civigroup Companies.

NATHAN JOSEPH

Design Director

Nathan earned a Bachelor of Fine Arts in Graphic Design from Brigham Young University. As design director, Nathan brings a wealth of experience and tremendous creative ability, leadership and direction to all of his assignments. Nathan has 14 years of design experience working on projects that include everything from logos, annual reports and corporate brochures to advertising, web and direct mail design. Nathan's award-winning design skills are a great attribute to our firm. He is an effective manager, provides guidance to all members of his teams, and helps to mentor mid- and junior-level designers.

Before joining Esser Design, Nathan worked with clients such as Celebrity Cruises, Del Webb, Rockwell International and Scottsdale Healthcare. At Esser Design, he has served as lead designer on projects for various clients including the Flinn Foundation, SunCor Development, Spirit Finance, City of Tempe, Gust Rosenfeld PLC, and Arizona Department of Commerce.

STAFF'S EXPERIENCE & ASSIGNMENTS CONT.

KEVIN SIROIS

Senior Designer

Kevin received his Bachelor of Fine Arts in Visual Communication from Northern Arizona University. Kevin is responsible for managing and providing art direction to his teams. He handles both large and small accounts, covering a wide variety of industries.

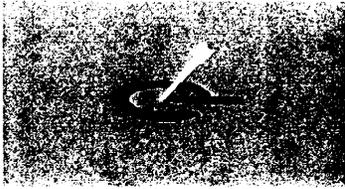
Kevin has over 10 years of design experience. Before joining Esser, Kevin served as the trademark licensing coordinator at Northern Arizona University, bringing experience with collegiate athletic marketing and trademark licensing to the firm, allowing Esser Design to strengthen its qualifications and expand into new markets. Since joining Esser Design, Kevin has been the design lead on assignments for Arizona State University, PING Golf, Peoria Unified School District, Collins College, Torrent Resources, City of Phoenix Aviation Department, Jokake Construction, and the Master of Engineering Partnership.

JAMIE BAIRD

Graphic Designer

Jamie received her Bachelor of Fine Arts degree with an emphasis in Visual Communication from the University of Arizona. With over five years of experience as a graphic designer, Jamie works with the creative team to develop creative concepts and programs for a wide variety of clients. She is involved in the design process from concept through production.

Prior to joining Esser Design, Jamie worked on a variety of projects including branding, corporate brochures, corporate identities, direct mail pieces, and web sites for a wide range of clients. Jamie's clients include Pine Canyon, Apollo College, Heart Ball, Helios Education Foundation, Goldwater Institute and Wincup.



STAFF'S EXPERIENCE & ASSIGNMENTS CONT.

HUGH MULLIGAN

Graphic Designer

Hugh attended the University of Arizona where he received his Bachelor of Fine Arts degree in Visual Communications with an emphasis on Graphic Design. Hugh works closely with other members of the creative team on a wide range of projects including logos, annual reports, brochures, business systems and web sites.

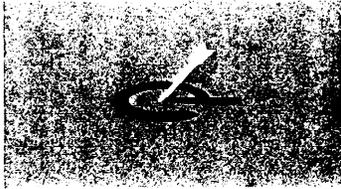
During his college career, Hugh provided logo development and design services to a variety of University of Arizona programs and events. Hugh brings a strong background in brand identity development to the Esser Design team. His clients include Peoria Police Department, Rencor Development, Artifex, CleanCut, and American Fire Protection Group.

DAN NEUMANN

Graphic Designer/Digital Imaging

Dan studied graphic design and illustration at the School of Visual Arts in Manhattan, New York. In addition to serving as a designer for corporate identities and various print collateral and web projects, Dan is Esser Design's digital imaging specialist. He performs color correction, photo manipulation, and image retouching for a wide variety of complex print and web projects. Dan's eye for detail ensures clean, crisp images for all of our projects.

Dan brings 18 years of experience to Esser Design, which includes design, illustration and high-end retouching, as well as creation, management and preparation of final art for print and web projects. At Esser Design, Dan is an integral part of projects for Torrent Resources, Pine Canyon, Mesa Arts Center, PING Golf, City of Phoenix Aviation Department, and Master of Engineering Partnership.



STAFF'S EXPERIENCE & ASSIGNMENTS CONT.

ANGEL GIDAK

Production Designer

Angel's 23 years of experience, coupled with her thorough understanding and dynamic use of QuarkXpress and InDesign, allow Esser Design to maintain tight schedules and consistency on complex documents. Angel is a key team member on every print assignment, and handles pre-flighting of files to ensure they are complete and accurate before they are released to a printer. Her experience at Esser Design includes production and layout of projects ranging from single page ads and simple 3-panel brochures to complex catalogs with hundreds of pages. She works closely with the creative staff, production manager, account manager and proofreader as an important part of the studio's quality control team.

TRACY HOGAN

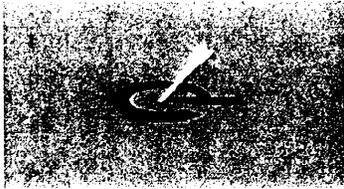
Production Manager

With over 19 years of experience, Tracy is involved in nearly every printing project at Esser Design. Tracy handles all aspects of the procurement process from securing vendor quotes to vendor and paper recommendations to printing supervision and quality control. From the estimating phase to press checks, Tracy ensures the production process runs smoothly and that the end product exactly meets a client's and Esser Design's expectations. She is very skilled at handling production challenges and seeks innovative ways to produce outstanding results.

GAIL HEDEN

Director of Operations

Gail received her Bachelor of Arts in English from Lewis University, located just outside of Chicago. She has 14 years of experience in the design and advertising industries, having previously taken on the roles of proofreader, traffic manager and senior project manager. Gail handles multiple operations and financial management tasks within the firm, including project billing and contract review. She maintains a weekly status report to convey current deadlines and budget conditions to all staff. She also serves as our proofreader and media buyer.



A. Experience

LOCATION OF OFFICE

esser design

2355 east camelback road
suite two hundred
phoenix arizona 85016

tel 602 257 9790

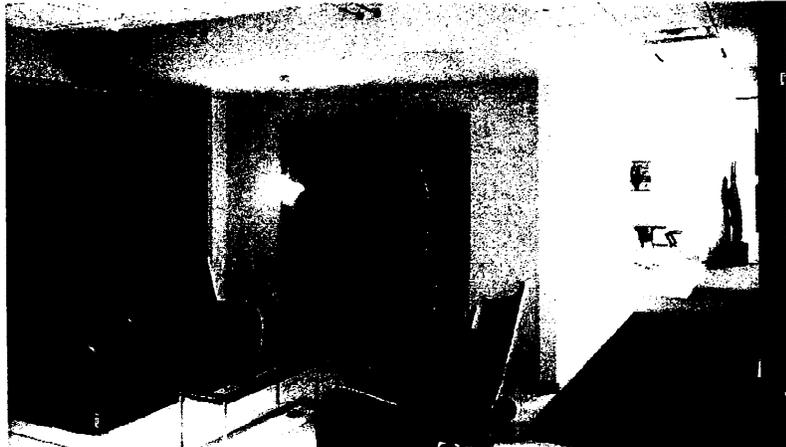
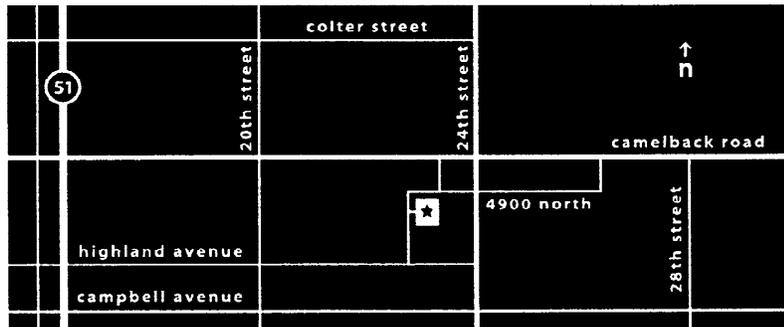
fax 602 340 1640

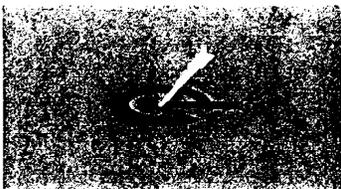
www.esserdesign.com

contact:

Pamela Esser

pam@esserdesign.com





B. References from Similar Projects

CLIENTS

Over the past 25 years, Esser Design has worked with many public sector clients on large-scale marketing and communication programs. We have chosen to present the clients listed below because these demonstrate our ability to work within complex organizations and extract the necessary input and information to develop compelling and effective communications. Sample pages highlighting these projects can be found in a separate envelope enclosed with proposal responses.

Arizona Department of Commerce – We are currently working with AZDOC on a brand identity program and development of a Technology Roadmap piece outlining key initiatives and milestones for the Department.

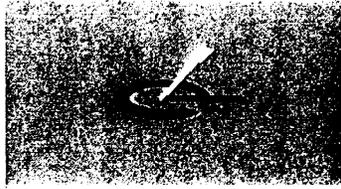
Arizona State University – We developed a unique brand identity program that represents ASU and its surrounding communities while also creating a cohesive University image. The logo was initially applied to launch materials, the campus-wide stationery system, merchandise and a comprehensive graphic standards program.

City of Phoenix Aviation Department – We developed a creative wayfinding graphics program for the East Economy parking lot including the ExpressPay program naming, branding, graphics, signage, kiosks, and maps.

Governor's Office of Community and Highway Safety – This public service campaign went beyond simply informing the public about the safety risks of leaving children unbuckled or placing them in the front seat. We strived to change the perceptions and actions of the community to ensure children are safe by keeping them buckled up and in the back seat. Various delivery methods got the message out – stickers, statement inserts and posters. This campaign captured the public's attention and raised awareness about a current problem.

Mesa Arts Center – We worked with Mesa Arts Center to develop a brand identity program and comprehensive web site that captured the strategic goals for this new \$96 million arts facility, the largest in the Southwest.

Tempe Center for the Arts – We worked with Tempe Center for the Arts on development of their new identity system, subbrand development and program collateral, web site design, and graphic standards manual.

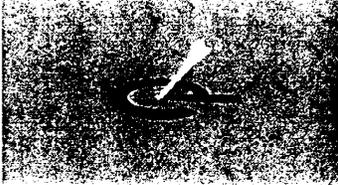


B. References from Similar Projects

WORK SAMPLES

We've provided a separate envelope containing several pages of project samples along with a few hard copies of selected work.

Our samples serve to demonstrate our experience with both individual graphic design pieces as well as complex marketing campaigns. These consist of responsibilities ranging from creating a name and developing a brand identity to unique collateral materials or a large-scale campaign that captures the community's attention and delivers the desired message.



FEE SCHEDULE

Esser Design's rate structure is based on the type of task performed through all phases of a given project. For this proposal, Esser Design has provided pricing based on the fees approved under the Statewide Marketing Contract (SCC060017) for graphic design services. Esser Design is committed to working with the City of Peoria to meet specific budget levels.

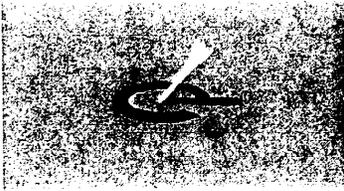
Description of services and costs

- a. Per hour charge for creative design \$ 95
- b. Per hour charge for production \$ 95
- c. Per hour charge for layout \$ 95
- d. Per hour charge for project management \$ 95
- e. Per hour charge for proofreading \$ 95
- f. Per hour charge for image retouching \$ 95
- g. Per hour charge for art direction \$ 95

OTHER EXPENSES

At the beginning of every project, Esser Design provides estimated costs based on scope of the project. In each estimate, we outline the expenses and project materials that are included and include number of rounds of revisions that are included. (Typically, each project includes two rounds of revisions and we include a set number of proofs that is agreed upon with the client.)

Esser Design will be compensated separately for outside material charges incurred in the production of final artwork. These additional expenses and services, not yet determined, will be estimated as identified and presented for client approval. Examples of these billable expenses include: Copywriting, Translation Services, Photography, Illustration, Color Separations, Scans, Printing, Shipping, Delivery, Telephone, Facsimile.



D. Exceptions

Esser Design has no exceptions to this request for proposal.



QUESTIONNAIRE

Solicitation Number: P08-0044

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

Please list a minimum of three (3) owner references whom the Materials Management Division may contact:

1. Company: City of Phoenix Aviation

Contact: Lennee Eller, Program Manager

Address 1: T3 L3 West 3400 Sky Harbor Blvd.

Address 2: Phoenix, AZ 85034-4403

Phone: (602) 273-2006

E-mail: lennee.eller@phoenix.gov

Type of Project: Creative wayfinding system, program naming, branding, graphics

2. Company: Arizona Department of Commerce

Contact: David Drennon, Director of Community And Public Affairs

Address 1: 1700 W. Washington St, Suite 600

Address 2: Phoenix, AZ 85007

Phone: (602) 771-1112

E-mail: davidd@azcommerce.com

Type of Project: Brand identity program, Brand positioning, Graphic design services

3. Company: Mesa Arts Center

Contact: Randy Vogel, Performing Arts Center Administrator

Address 1: 1 East Main Street P. O. Box 1466

Address 2: Mesa, AZ 85211-1466

Phone: (480) 644-6603

E-mail: randall.vogel@mesaartscenter.com

Type of Project: Brand identity program, graphic design services, comprehensive web site



QUESTIONNAIRE

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Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

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

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



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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
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 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. **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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; 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.



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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 general graphic design 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 date of award and shall continue for a period of one (1) year 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 forty-eight (48) months.
9. **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.
10. **Proposal Content:** Specific proposal content requirements are listed on Page 17, Paragraph II.
11. **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.



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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.
- Firm's Experience;
 - Staff's Capabilities/Assignments
 - References from Similar Projects;
 - Design quality of the sample products provided;
 - Cost/Fee Proposal;
 - Conformance to the Request for Proposals.
- 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. **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.
14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the field.
15. **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.
16. **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.
17. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
18. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. 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.
19. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall



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be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

20. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
21. **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.
22. **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.
23. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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

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



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24. 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.



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

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

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

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

26. **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.

27. **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,



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Fax: (623) 773-7118

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.

28. **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.
29. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
30. **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.
31. **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.
32. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
33. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department. Format for the usage report will be issued to the successful bidder(s).
34. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0044

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

35. Confidential Information:

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

36. 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.

37. 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.

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

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

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

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0044

**Materials Management
Procurement**
8314 West Cinnabar Avenue
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- 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.

39. **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: P08-0044

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. INTRODUCTION:

Graphic design and layout are an important part of publications and advertisements. Readers judge printed material by its appearance as well as its content. The City of Peoria seeks qualified graphic design firms/professionals for occasional work on a variety of printed material, including but not limited to design and/or layout of:

- Brochures
- Flyers
- Pamphlets
- Posters
- Signs/banners
- Advertisements
- Program graphics

II. SCOPE OF WORK:

The successful firm shall develop and produce graphic design services to obtain the objectives identified above. This includes but is not limited to: design consultation, pre-production, illustration, layout and consultation on printing specifications.

Specifically, the successful firm would perform one or more of the following duties:

- A. Upon request, meet with City staff to consult on the graphic needs of a project.
- B. Produce designs, layouts and/or illustrations and deliver them to requesting Department within mutually set deadlines.
- C. Produce necessary revisions and proofs to the work identified above within mutually set deadlines.
- D. Provide the final art as a digital file as specified and delivered electronically or on electronic transferable media as specified with necessary instructions for reproduction, including the designation of colors and materials to be used.

III. MULTIPLE AWARDS:

The City anticipates awarding a contract to the top 3 or 4 firms whose proposals are considered most advantageous to the City.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P08-0044**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

I. PROPOSAL FORMAT: Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of **20** pages. Additional data support information will not be counted in the 20 page limit. **DO NOT BIND THE ORIGINAL COPY.**

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission:

A. Experience:

- Firm's Experience
- Staff's Experience
- Staff Assignments
- Location of office performing the services

B. References from Similar Projects:

- Provide a list of former clients including samples of work.
- Provide three (3) (of each) copies of work samples.
 - Firms may request their samples be returned after notification of award. If no request to return samples has been made to the City within 30 days of contract award, samples will be destroyed.

C. Cost/Fee Proposal:

- Provide a fee schedule with an hourly rate for the services specified in the scope of work.
- Outline fees for additional services, if any (i.e. cost for 1st / 2nd set of proofs, phone consultations, travel charges if applicable, etc).

D. Exceptions:

- Any exceptions to any part of the RFP must be clearly noted and identified

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. Firm's Experience;
- b. Staff's Capabilities/Assignments;
- c. References from Similar Projects;
- d. Design quality of the sample products provided;
- e. Cost/Fee Proposal;
- f. Conformance to the Request for Proposals.

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: P08-0044

Materials Management Procurement

8314 West Cinnabar Avenue
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., Arizona Time, on November 15, 2007.

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

City of Peoria
Materials Management
RFP# P08-0044, Graphic Design Services
8314 West Cinnabar
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.

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 RFP at the proper location by the specified date and time;
- The number of copies of the submittal requested;
- Adherence to the form and format as contained in the Request for Proposal;
- Adherence to maximum page requirement.

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

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



QUESTIONNAIRE

Solicitation Number: P08-0044

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references whom the Materials Management Division may contact:

1. Company: _____
Contact: _____
Address 1: _____
Address 2: _____
Phone: _____
E-mail: _____
Type of Project: _____

2. Company: _____
Contact: _____
Address 1: _____
Address 2: _____
Phone: _____
E-mail: _____
Type of Project: _____

3. Company: _____
Contact: _____
Address 1: _____
Address 2: _____
Phone: _____
E-mail: _____
Type of Project: _____



QUESTIONNAIRE

Solicitation Number: **P08-0044**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

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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.



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: **P08-0044** Page 1 of 1
Description: Graphic Design Services
Amendment No: Ext #1 Date: 10/02/08

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/10/08.

The New Contract Term is:

Contract Term: 12/11/08 to 12/10/09

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

	10-30-08	Pamela Esser	Esser Design LLC	
Signature	Date	Typed Name and Title	Company Name	
2355 E. Camelback Rd., Ste. 200	Phoenix	AZ	85016	
Address	City	State	Zip Code	

Attested by:

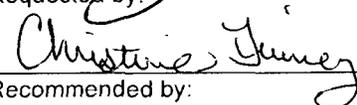
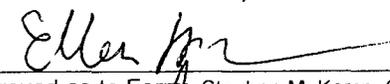
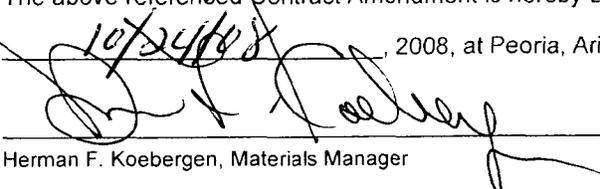
For Mary Jo Kief, City Clerk



City Seal

(Rev 02/01/08)

CC Number
ACON76407A
Contract Number:
Official File


Requested by:

Recommended by:
Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney
The above referenced Contract Amendment is hereby Executed
10/24/08, 2008, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: P08-0044
Description: Graphic Design Services
Amendment No: Ext #2

Page 1 of 2
Date: 10/07/09

Buyer: Christine Finney

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 12/11/09 to 12/10/10.**

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 10/19/09

Pamela Esser
Typed Name and Title

Esser Design, LLC
Company Name

2355 E. Camelback Rd., Ste. 200
Address

Phoenix
City

AZ
State

85016
Zip Code

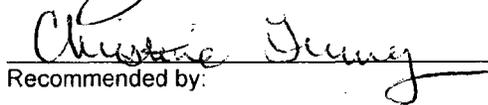
Attested by:



Mary Jo Kief, City Clerk

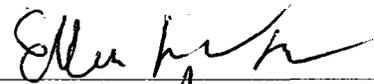


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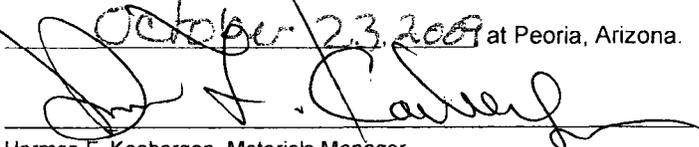
Recommended by:

Eileen Van Riper, Assistant City Attorney



Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
October 23, 2009 at Peoria, Arizona.



Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON76407B
Contract Number:

Official File



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0044

Page 2 of 2

Description: Graphic Design Services

Date: 10/07/09

Amendment No: Ext #2

Buyer: Christine Finney

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

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

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

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.

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.



CONTRACT AMENDMENT

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

Solicitation No: P08-0044 Page 1 of 1
Description: Graphic Design Services
Amendment No: Ext #3 Date: 8/30/2010

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/10/10.

THE NEW CONTRACT TERM

Contract Term: 12/11/10 to 12/10/11

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

 9-1-10
Signature Date

Pamela Esser

Typed Name and Title

Esser Design, LLC

Company Name

2355 E. Camelback Rd., Ste. 200

Address

Phoenix

City

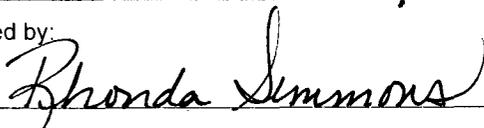
AZ

State

85016

Zip Code

Attested by:



City Clerk



City Seal

(Rev 02/11/10)

CC Number

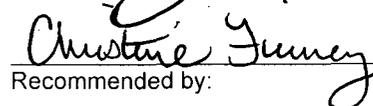
ACON76407C

Contract Number:

Official File

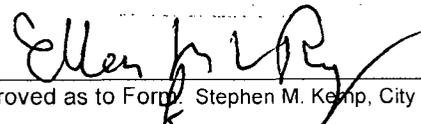


Requested by:



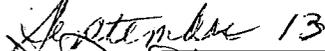
Recommended by:

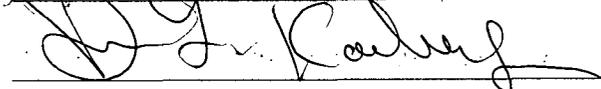
Ellen Van Riper, Assistant City Attorney



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

The above referenced Contract Amendment is hereby Executed

 13, 2010, at Peoria, Arizona.



Herman F. Koebergen, Materials Manager

A CON 76407C



CONTRACT AMENDMENT

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

Solicitation No: P08-0044 Page 1 of 1
 Description: Graphic Design Services
 Amendment No: Four (4) Date: 9/15/2011

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/10/11. LAST YEAR OF CONTRACT

THE NEW CONTRACT TERM

Contract Term: 12/11/11 to 12/10/12

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

Pamela Esser 10/4/11 Date: 10/4/11
 Signature Date Typed Name and Title Company Name
 Pamela Esser Esser Design, LLC

2355 E. Camelback Rd., Ste. 200 Phoenix AZ 85016
 Address City State Zip Code

Attested by:
Wanda Nelson

Wanda Nelson, City Clerk

Susan Bludding 9/27/11
 Susan Bludding, Deputy City Manager

Bo Larsen
 Bo Larsen, Public Information Manager



CC Number

ACON76407D

Contract Number:

Official File

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

The above referenced Contract Amendment is hereby Executed
October 26, 2011, at Peoria, Arizona.

Dan Zenko
 Dan Zenko, Materials Management Supervisor