ORIGINAL

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: Kathleen Shipe — Telephone: (602) 954-4595 Fax: (602) 954-4624

Bold Impressions, Inc. — Company Name

Kathleen Shipe — Authorized Signature for Offer

3150 N. 7th St. — Address

Kathleen Shipe — Printed Name

Phoenix AZ 85014 — City State Zip Code

President — 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 Kief

Mary Jo Kief, City Clerk

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

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

Stephen M. Kemp, City Attorney

CC:

Contract Number: A CON 76807

Official File:

Contract Awarded Date: 12-12-07

Herman F. Koebergen, Materials Manager

A CON 76807

COP 203RFP (9/98)HFK

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

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

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

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

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

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

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

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

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

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

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

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements

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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

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

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

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

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

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

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

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

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

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

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

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

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

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; 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.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P08-0044**

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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.

    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.

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 Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

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

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,

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.

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

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

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 delivery the material and/or service.

    Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

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.

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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;

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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 accomodations 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
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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	**Materials Management Procurement** 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P08-0044**	

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.

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	**Materials Management Procurement** 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P08-0044**	

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	**Materials Management** **Procurement** 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P08-0044**	

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.

Graphic Design Proposal -- City of Peoria

A. Firm's Experience

Bold Impressions, Inc., is located in Phoenix, on 7th Street between Osborn and Thomas Roads, in a building we purchased six years ago. We are a **WBE and SBE** business, registered with the City of Phoenix.

The company was founded in 1981, and has done business continuously in the Valley area since then. Including Kathleen, there are six members of the Bold team: Art Director, Bruce Andersen; Senior Designer and Web Designer, Adrian Delsi; Web Designer, Davin Lavikka (contract employee); Office Manager, Jerry Jacobson; and Vice President of Business Development, Marilyn Kafka.

Bold Impressions' principal services are visual communication and marketing. We excel at the creation of logos, corporate identity and collateral material, newsletter and brochure design, posters, packaging, and all aspects of the presentation of a company's identity to its clients and public. We recently added a full service marketing division, giving us the ability to design and launch full campaigns for a wide array of products and services. We can produce materials in English and Spanish, and have had translations produced work in German and Japanese, as well.

Besides marketing and design for print, our company offers high quality illustration, creative concept development, cartooning, photography, copy writing, web site/interactive computer design (kiosks), and supervision of photography and printing, from traditional to web and large format output. Our record includes over 30,000 projects completed during our 26 years in business.

Our clientèle runs the gamut from individuals to national corporations. We have designed surveys for PCS, Inc. that were mailed to thousands of physicians throughout the U.S., and created advertising and visual materials for the million-dollar roll out of Discount Tire Company's Tires Plus launch in Chino, California. We have created original logos, for example, for dozens of companies, large and small. Some examples:

- The Sun Angel Foundation
- ValTrans Rapid Transit System; we won a contest over approximately 375 competitors, and were chosen by a 4 to 1 vote over two other finalists in a public "popularity contest" via newspaper and library location voting
- Office of the Auditor General, State of Arizona
- *Curious Creatures* Shop at Sky Harbor's Terminal 3 (also designed store graphics, including ceiling mural)
- Several hotels and resorts
- Several car dealerships
- Numerous exhibition identities and programs at Phoenix Art Museum
- KJZZ/KBAQ Radio
- Madison School District

- **Phoenix Art Museum** has been a client for over 15 years. In 2006, we completed a re-branding program for the Museum, including a new logo and a new "look" for all of their printed materials. Our design experience with the Museum includes many, many examples of all of the materials mentioned as needs in your RFP: brochures, flyers, pamphlets, posters, signs/banners, advertisements and program graphics. We design the Museum's quarterly 16-20 page, full color *PhxArt* magazine. We have created dozens of logos and visual identities for programs and exhibitions.

- **Chaparral Suites Resort** has been a client for over fifteen years. We have designed image brochures, rack cards, ads, direct mail, flyers, posters, signs, advertising, and their web site.

- **Scottsdale Community College:** for many years, we designed all materials disseminated by the Marketing Department, including ads, direct mail, schedule covers, handbooks, view books and other visual materials.

- **Forever Houseboats**, a division of **Forever Resorts,** is one of our group of hotel/resort clients. We created a design motif for the direct mail and advertising needs for the this division, including such things as canisters for a sweepstakes to win a houseboat vacation.

- The largest of our credit union clients is **SunWest,** for whom we created the grand opening materials for their Peoria Office. We designed a new rack brochure line, beginning with checking, and created the identities for their *ReFi Rave* campaign and *Friends Can Join.* One of our capabilities is the programming of email blasts, which we did for *ReFi Rave.*

As you can see from these examples, Bold Impressions does not specialize solely, or even primarily, in a particular type of client. We have a large and diverse clientele. Other clients whose work has been similar to Peoria's needs: The Office of the Auditor General of Arizona, The Office of the Attorney General of Arizona, the City of Phoenix, the Phoenix Public Library Foundation, the Countywide Reading Program for the Public Libraries, Arizona State University, Maricopa County Community Colleges (District offices and numerous colleges), the City of Scottsdale, Florence Chamber of Commerce, Casa Grande Main Street, Casa Grande Clean and Beautiful, Pueblo Grande Museum, Barrow Neurological Institute, Muscular Dystrophy Association, and Arizona Hotel & Lodging Association, to name a few.

With respect, specifically, to the types of materials called for in the RFP, Bold Impressions has created hundreds of brochures, flyers, pamphlets, posters, signs, banners, advertisements, and program graphics for individuals, sole proprietors, corporations, and institutions of all sizes, including governmental units, educational institutions, hospitals, banks, credit unions, retail outlets, restaurants, manufacturers and distributors. The enclosed Company Profile gives a brief history of the company and the types of clientele we have served over our twenty-six years in business.

Honors and Awards

Bold Impressions has won a number of awards, particularly in the area of business-to-business direct response design, from Arizona's Direct Marketing Association, including their top award, "Best of Show." We have been ranked as high as #2 on *Arizona Business* Magazine's "Ranking Arizona" list of Top Ten Graphic Design firms. In 2004, we were chosen by Phoenix's *Business Journal* for two first place awards in its Readers' Choice competition: graphic design and web design. We were also included on the *2005 Arizona Woman Who's Who in Business* list. We have been included on the *Book of Lists* top 25 ranking since 1987.

B. Staff Capabilities/Assignments

Bruce Andersen, Art Director, will be the primary staff member responsible for work done under this contract. Bruce has designed a wide variety of printed materials like the ones called for in the RFP. He most recently completed a 184-page full color, perfect bound, program for the annual fund raising gala at Phoenix Art Museum. He also designs and lays out the Museum's quarterly *PhxArt* magazine. He has designed and done the computer composition for all of our major clients, including those listed under the References section below.

Bruce has a BFA with a major in graphic design, ten years' experience, including seven as an art director or creative director, and strong knowledge of all of the major graphic design programs, including QuarkXPress, InDesign, PhotoShop and Adobe Illustrator. He has worked in a print environment, and has a clear understanding of the principles necessary to translate design to print.

Adrian Delsi, Senior Designer, will be the second staff member assigned to the City of Peoria account. Adrian is both a general designer for such items as those listed in the RFP (brochures, flyers, pamphlets, posters, signs and banners, advertisements and program graphics), as well as a highly capable web designer. Before joining Bold Impressions, Adrian worked most recently for Kahala Corporation, where he was responsible for graphics for a large group of fast-food restaurants. Prior to that, he was a graphic designer for Phoenix College. Like his colleague Bruce Andersen, he is creative, well-organized, efficient and very competent. He has a certificate in graphic design from the Al Collins School, as well as a degree in design from Mesa Community College, and has been a tutor to other students.

Kathleen Shipe, President and owner of Bold Impressions, will act as liaison with the City of Peoria. Kathleen has over 26 years' experience in the role of client liaison, with state and city governments, public and private schools, large public and private corporations, and various other types of clients. She has worked with committees of all sizes, boards of directors, marketing and advertising executives and individuals to complete projects of all sizes.

Kathleen has undergraduate and graduate degrees from Arizona State University and Rutgers University, and completed additional work at the Parsons Institute of Technology and the School of Visual Arts in New York City. Her resume includes a long list of professional connections, as well as deep involvement in community organizations.

Resumes for Bruce, Adrian and Kathleen are attached.

C. References:

Sandy Chamberlain
Deputy Director
Phoenix Art Museum
1625 N. Central Avenue
Phoenix, AZ 85004-1685
(602) 257-2015
Fax (602) 253-8662
sandy.chamberlain@phxart.org

Type of project: over ten-year period -- brochures, flyers, pamphlets, posters, signs/banners, advertisements and program graphics, as well as an interactive kiosk in one of the galleries. Many invitations and show identities. Total rebranding of Museum.

Karie Stupek
Marketing Manager
Forever Resorts
7501 E. McCormick Parkway
Scottsdale AZ 85258
(480) 998-7199 x7127
Fax (480) 688-0897
kstupek@ForeverResorts.com

Type of project: advertising, brochures, direct mail, invitations, point-of-purchase sweepstakes pamphlets, flyers and cannister graphics.

Tom Silverman
Owner, General Manager
Chaparral Suites Resort
5001 N. Scottsdale Road
Scottsdale, AZ 85051
(480) 949-1414
Fax (480) 947-2534
tsilverman@chaparralsuites.com

Type of project: advertising, direct mail, facilities brochures, media kits, rack brochures, posters, flyers.

Althea Long
Producer/MCTV
Scottsdale Community College
9000 E. Chaparral Road
Scottsdale, AZ 85256-2626
(480) 425-6721
Fax (480) 423-6582
althea.long@sccmail.maricopa.edu

Type of project: advertising, brochures, media kits, viewbooks, student handbooks, posters, flyers, signs, catalogs, advertsing specialty item design

D. Samples: see attached

E. Cost Proposal

Bold Impressions' fees for the work performed under the proposed contract will be $95/hour, a reduction from our usual fees. We also normally charge a design fee for any project originating with us, that varies in magnitude, depending on its complexity. We will waive any design fees and charge only a flat hourly fee for the work proposed here.

Additional costs: during the creation of projects, most proofing will be done electronically, using pdf format for in-process files. We will personally deliver final physical proofs to the client at no additional cost or, if that is not possible, use a delivery service at approximately $15/delivery.

Scans: $40 Physical hi resolution proofs: $25 to $40, depending on size
Intermediate proofs (hi res color or b/w on matt stock): No charge
Digital Photography: $40/shot or $100/hour No travel charges

We have a full-color hi resolution Epson printer that produces proofs up to 11 x 17 that are very accurate in color, giving the client a close approximation of the look of the printed piece.

Project Director: Kathleen Shipe
Name: Bold Impressions, Inc. **Phone:** (602) 954-4595
Email: kathy@boldimpressions.net Fax: (602) 954-4624
Address: 3150 N. 7th Street, Phoenix, Arizona 85014
An **SBE/WBE** firm, registered with the City of Phoenix.
Tax ID No.: 86-0507076 **State License No.:** 07-349435 R

Kathleen Shipe

Kathleen has owned and operated Bold Impressions since 1981 as a full-service graphic design firm.
The company is a **registered WBE/SBE** with the City of Phoenix.

Education:

B.A.Ed. "with high distinction", Arizona State University, 1969; M.A. in Political Theory, 1971
M.Phil., Rutgers University 1981
Coursework, School of Visual Arts and Parsons Institute of Technology, NYC
Awarded "Social Science/Mass Media Summer Internship" in 1973, to work at *Ms. Magazine*.

Kathleen started Bold Impressions with a partner in 1981, and became sole owner in 1988. The company has grown from a small enterprise to one with approximately a million dollars in sales per year. Clients range from international corporations to start-up businesses in both the public and private sectors. Under Kathleen's leadership, the company has won numerous awards, particularly in the area of direct response design. Bold Impressions was named Scottsdale's "Small Business of the Year" in 1991; in 2004 it was chosen by readers of Phoenix's *Business Journal* as their favorite graphic design *and* web design firm. In 2007, the company was number three on *Arizona Business* magazine's list of top ten graphic design firms, and was included in *Arizona Woman's 2005 Who's Who in Business*.

Affiliations:

Contemporary Forum of Phoenix Art Museum (Board Member 1991-1994, 1996-2007);
President, two terms; newsletter chair; dinner auction chair; home tour chair
Phoenix Art Museum Board of Trustees "Volunteer of the Month", June, 2001
Asian Arts Council, Phoenix Art Museum
Friends of the Orphans (Fiesta Committee 1997-2005)
Phoenix Chamber of Commerce
American Marketing Association
Century 100 (group of distinguished Phoenix business women)
Graduate of Emerge, Arizona class of 2006

Past Affiliations:

Arizona Business Leadership Association, Inc.; Board member, 2004-2005
Scottsdale Chamber of Commerce (Chair of Small Business Awards Committee 1993-1995)
Arizona Direct Marketing Association (Winner of numerous design awards)
Muscular Dystrophy Association (President, Executive Committee 1985-1988)
ShowUp.com (Board sumcommittee, 2007)
Delta Dental Group (Board Member, 1992-1995)

Bruce Andersen

Education

Saint Cloud State University, Saint Cloud MN: BFA -- Graphic Design Major
Minneapolis Technical Institute, Certificate of Achievement, Graphic Arts
Computer Skills: Strong knowledge of the following Macintosh programs:
Adobe Photoshop CS2 - Adobe Illustrator CS2 – Adobe InDesign CS2 - QuarkXPress

Experience

Farran Media, Phoenix, AZ November 2001-Present

Creative Director

As the creative director for two monthly magazines, communicated with editors to design all print advertising, collateral, corporate identity, brochures and direct mail, communicating the product or service to appeal to the target audience. Provided creative design guidelines and brand identity for the production staff as well as oversee the work of photographers and illustrators.

- Magazine design and layout.
- Developed concepts for print ads, direct mail, media kits and websites.
- Attend editorial meetings and work with editors.
- Reviewed all page layouts before submission to editors.
- Scheduled and directed photo shoots

Quality Publishing, Houston, TX September 1997-December 2000

Art Director

As the art director, worked in conjunction with editors to establish the conceptual and stylistic direction for three magazines, *Inside Houston Magazine*, *Greater Houston Home Buyer's* Guide *Magazine* and *Accelerate Telecom Magazine*. Developed ancillary products and collateral material in a style consistent with the brand image and that maintains reader and advertiser expectations for high quality.

- Magazine design and layout.
- Established and managed workflows and schedules to meet prescribed deadlines.
- Reviewed and approved laydown for each issue.
- Communicated with editors to determine the design and photo needs of each issue.
- Scheduled photo shoots
- Reviewed and approved all final page proofs.

Metro Marketing Associates, Eagan, MN August 1993-June 1997

Graphic Designer

As the graphic designer, worked closely with the sales team to understand, execute and design a variety of direct mail print projects.

- Responsible for the design and layout of variety of direct mail pieces.
- Close contact with sales staff and clients.
- Worked closely with outside vendors such as photographers and printers.
- Press checks

Adrian Delsi

Diverse and creative professional specializing in the most marketable graphic solutions for a client's specific needs. An individual with solid interpersonal skills that help build and maintain positive relationships with clientele for effective business management. Proven analytical and problem solving skills to help manage multiple projects with attention to detail. Successful coordination of printing needs, including but are not limited to, locating outside vendors, negotiating print buying, and mail fulfillment while ensuring the highest quality possible. Experienced in the design, production and maintenance of large and small-scale websites.

Web Skills
Email marketing
Search engine optimization (SEO)
Web standards compliance
Basic accessibility issues
Information architecture
Browser compatibility
Web hosting configuration
PHP and MySQL
HTML/XHTML and Cascading Style Sheets

Design Skills
Photography principles
Typography principles
Color correction and manipulation
Color management
Variable data printing and design
Product packaging
Pre-press/production
High resolution scanning

Software/Hardware
Adobe/Macromedia Flash
Adobe Photoshop
Adobe Illustrator
Adobe InDesign
Adobe Acrobat/Distiller
Adobe ImageReady
Adobe/Macromedia Dreamweaver
Adobe Pagemaker
Quark XPress
Microsoft Office Suite
PC and Macintosh platforms

Experience

Kahala Corp. 10/2006 – 10/2007 Scottsdale, Arizona Corporate Web and Print Designer

Managed the corporate website and 12 additional websites. Set-up and tracked website statistics and generated reports for Vice President of Marketing. Create various external and internal email campaigns. Design and production of, but not limited to brochures, brand sell sheets, direct mail pieces, tradeshow graphics, redesign of corporate stationery and cd-rom packaging.

Phoenix College 05/2005 – 10/2006 Phoenix, Arizona Coordinator of Marketing, Webmaster, Graphic Designer

Charged with the completing the redesign of Phoenix College website, utilizing a proprietary content management system to introduce a new template and navigational menus at all levels. Responsible for performing routine website maintenance and administering user permissions. Research and suggest new features to integrate into website. Charged with design and mechanical production of, but not limited to various college marketing materials, publications, reports, direct mail pieces, tradeshow graphics, redesign of college stationery and interactive cd-rom authoring. Solicit vendors for printing and mailing services. Coordinate large scale campus photography shoots with professional photographers. Created collective photography library for fellow designers to share from. Developed project tracking database to track open jobs. Make recommendations for computer hardware/software updates.

Mesa Community College 04/2000 – 10/2006 Mesa, Arizona Web Designer/Graphic Designer

Community Education – Developed online registration capabilities to aid in increasing enrollment. Produced an online catalog. Provided resources to collect instructor applications and syllabi via website. Collaborated with college-appointed design agency and Office of Institutional Advancement for design of catalog materials. *New Frontiers* – Responsible for catalog design and mechanical production for Spring 2004, and Fall 2004 semester. Completed redesign of existing website utilizing PHP and MySQL to assist with adding and editing courses. *Institutional Advancement* – Designed and maintained website for a 20,000+ student body. Configured form processing using Coldfusion. Designed and implemented site graphics while maintaining the integrity of existing MCC graphic standards. Served as the support for graphic identity usage and updates.

Pantheon Chemical 01/2004 – 05/2005 Phoenix, Arizona Graphic Designer

Design and produce marketing materials from concept development to final layout and mechanical production. Projects include, but are not limited to: product packaging, advertisements, direct mail pieces, marketing brochures, reports, and informative booklets designed while adhering to corporate guidelines.

Aquent 01/2004 – 05/2004 Tempe, Arizona Graphic/Production Designer

Colliers International 03/2002 – 08/2003 Phoenix, Arizona Graphic Designer
Designed and produced marketing materials from concept development to final layout and mechanical production. Projects included, but were not limited to: advertisements, direct mail pieces, marketing brochures, reports, and informative booklets designed within corporate standard guidelines. Responsible for selection and communication with print vendors. Coordinated photo shoots. Converted marketing fliers to PDF format for self-printing and mass e-mail distribution.

Education

Mesa Community College
01/2002 – 05/2003 Mesa, Arizona
Graphic Design

Al Collins Graphic Design
05/1999 – 09/1999 Tempe, Arizona
Computer Graphics/Web Design
Certificate Program, completed with 4.0 GPA

Awards & Recognition

Associated Collegiate Press 2000, 2001
ACP Online Pacemaker Winner
www.studentpress.org/acp/winners/opm01.html
www.studentpress.org/acp/winners/opm00.html
Awarded for design, ease of navigation, graphics, and interactivity of Mesa Community College's Mesa Legend website.
Phoenix College Employee Recognition 05/2006, and 12/2005
PC Basics Exceed Expectations Award

City of Phoenix

EQUAL OPPORTUNITY DEPARTMENT

BOLD IMPRESSIONS

IS HEREIN GRANTED

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

IN THE AREA(S) OF:

Supplier of graphic design illustration, photography & cartooning

Certification Eligibility: March 10, 2006 – June 08, 2009

Carolyn S. Gall, Acting Director

City of Phoenix

EQUAL OPPORTUNITY DEPARTMENT

BOLD IMPRESSIONS INC

IS HEREIN GRANTED

WOMAN-OWNED BUSINESS ENTERPRISE (WBE) CERTIFICATION

IN THE AREA(S) OF:

Supplier of graphic design illustration, photography & cartooning

Certification Eligibility: July 17, 2006 – June 08, 2009

Carole Coles Henry

Carole Coles Henry, Director

CONTRACT AMENDMENT

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

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

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.

Signature	Date	Typed Name and Title	Company Name
Kathleen Shipe	10-9-08	Kathleen Shipe	Bold Impressions, Inc.

Address	City	State	Zip Code
3150 N. 7th St.	Phoenix	AZ	85014

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON76807A
Contract Number:

Official File

City Seal

Requested by:

Christine Finney

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 11/3/08, 2008, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

(Rev 02/01/08)

CONTRACT AMENDMENT

Solicitation No: P08-0044 Page 1 of 2
Description: Graphic Design Services
Amendment No: Ext #2 Date: 10/07/09

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

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	Typed Name and Title	Company Name
Kathleen Shipe	10-20-09	Kathleen Shipe	Bold Impressions, Inc.

Address	City	State	Zip Code
3150 N. 7th Street	Phoenix	AZ	85014

Attested by:
Rhonda Simmons
Mary Jo Kief, City Clerk

CC Number

ACON76807B
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Requested by:
Christine Finney
Recommended by:
Ellen Van Riper, Assistant City Attorney

Ellen M L
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

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

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

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

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

19. RIGH T TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RE CORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

ORIGINAL

CONTRACT AMENDMENT

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

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

Buyer: Christine Finney

In accordance with 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.

Signature	Date	Typed Name and Title	Company Name
Kathleen Shipe	9/8/10	Kathleen Shipe	Bold Impressions, Inc.

Address	City	State	Zip Code
340 E. PALM LANE, #320 ~~3150 N. 7th St.~~	Phoenix	AZ	85004 ~~85014~~

Attested by:
for City Clerk

CC Number

ACON76807C
Contract Number:

Official File

City Seal
(Rev 02/11/10)

Requested by:
Christine Finney

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 Sept. 27, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager
for

ACON 76807C