

RE: Resolution #2024-08 authorizing staff to solicit bids for creative professional services including graphic design, photography, and video production.

Background:

This resolution authorizes staff to solicit bids from qualified graphic designers, photographers, and videographers for professional creative services. Once bids are received, portfolios and qualifications are reviewed, and finalists are interviewed, staff will potentially recommend multiple contracts be entered into with the bidders for the City Administrator to execute. These contracts are not associated with any particular projects at this time.

The idea here is to establish working relationships with qualified, talented, and reasonably-priced creative professionals whom we then could assign projects such as designing print publications, taking professional quality photos for the city's use, or creating professional-looking videos in order to supplement the efforts of the staff of the Communications Department.

Analysis:

Bidders would submit their hourly rates, references, and portfolios of prior relevant work for staff to review and consider. It is possible we may want to establish contracts with multiple vendors for a variety of reasons.

For Example:

- One photographer may not be as talented with indoor controlled lighting, but very skilled using natural light sources in outdoor settings and charge a lower hourly rate than other bidders. Their portfolio may be of sufficient quality that we may want to use them to gather some local stock photography when we want to stretch our dollars.
- Another photographer may be more talented with indoor controlled lighting and portraiture, and charge a higher hourly rate. We may not want to assign this person a lot of outdoor photography work, but may find it worth the extra expense to hire them when taking certain indoor portraits when controlled lighting is preferred.

- Another benefit of having multiple creative professionals under contract is that if a vendor refuses a project assignment, we would already have other options established to whom we could offer the project assignment to.
- Some of these creative services projects may only take a couple hours and cost the city a couple hundred dollars, whereas other projects may require hundreds of hours.

Recommendation:

Staff recommends passage of this resolution authorizing the posting of three separate RFPs. Staff are prepared to post separate RFPs and solicit bids separately for photography, graphic design, and video production services.

MEMO SUBMITTED BY:

Drew Douglas | Director of Communications

ddouglas@nixa.com | 417-942-9946

RESOLUTION NO. 2024-08

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO SOLICIT PROPOSALS FOR CREATIVE PROFESSIONAL**
3 **SERVICES, INCLUDING GRAPHIC DESIGN, PHOTOGRAPHY, AND VIDEO**
4 **PRODUCTION.**

5 _____
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7 **WHEREAS** Chapter 2, Article V, Division 1, of the Nixa City Code authorizes the
8 City Administrator to purchase supplies, materials, equipment, and services on behalf of
9 the City when a competitive procurement method is utilized; and

10
11 **WHEREAS** Section 2-165 of the Nixa City Code requires the City Administrator to
12 obtain an authorizing resolution from the City Council prior to soliciting for purchases
13 totaling \$10,000.00 or more; and

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15 **WHEREAS** City staff is seeking authorization to solicit proposals for creative
16 professional services, including graphic design, photography, and video production; and

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18 **WHEREAS** the City Council desires to authorize City staff to undertake the
19 purchase described herein.

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21 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
22 **NIXA, AS FOLLOWS, THAT:**

23
24 **SECTION 1:** The City Administrator, or designee, is hereby authorized, pursuant
25 to Section 2-165 of the Nixa City Code, to undertake the purchases described in
26 "Resolution Exhibit A," "Resolution Exhibit B," and "Resolution Exhibit C," which said
27 Exhibits are attached hereto and incorporated herein by this reference.

28
29 **SECTION 2:** The City Administrator and the officers of the City are hereby
30 authorized to do all things necessary or convenient to carry out the terms and intent of
31 this Resolution.

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33 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
34 passage by the City Council and after its approval by the Mayor, subject to the provisions
35 of section 3.11(g) of the City Charter.

36
37 **[Remainder of page intentionally left blank. Signatures follow on next page.]**
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RESOLUTION NO. 2024-08

47 **ADOPTED BY THE COUNCIL THIS 6th DAY OF February, 2024.**

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ATTEST:

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52 _____
PRESIDING OFFICER

CITY CLERK

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55 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2024.**

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ATTEST:

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60 _____
MAYOR

CITY CLERK

61

62

63 APPROVED AS TO FORM:

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66 _____
CITY ATTORNEY



RFP-009-2024/Comm

Professional Graphic Design Services

Issue Date: 2/1/2024

Questions Deadline: 2/5/2024 12:00 AM (CT)

Response Deadline: 2/8/2024 12:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
City Hall
715 W. Mt. Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Event Information

Number: RFP-009-2024/Comm
Title: Professional Graphic Design Services
Type: Request for Proposal
Issue Date: 2/1/2024
Question Deadline: 2/5/2024 12:00 AM (CT)
Response Deadline: 2/8/2024 12:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Proposal for the procurement of Professional Graphic Design services.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors. However, paper bids will still be accepted, if necessary. If you are manually submitting a bid, all bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714

Please submit any questions regarding this bid in writing to the Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

The City of Nixa reserves the right to accept or refuse any or all bids.

Ship To Information

Contact: Drew Douglas
Address: Communications
City Hall
715 W. Mt. Vernon St.
Nixa, MO 65714
Phone: (417) 725-2353
Email: ddouglas@nixa.com

Billing Information

Contact: Accounts Payable
Address: Finance
City Hall
715 W. Mt. Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 725-3785
Email: accountspayable@nixa.com

Bid Attachments

Scope of Work_Graphic Designer V4.pdf

Scope of Work

[View Online](#)

Graphic Design Services Contract.pdf

Contract for Services

[View Online](#)

Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

W-9.pdf

W-9

[View Online](#)**Vendor Application.pdf**

Vendor Application

[View Online](#)**ACH Authorization Form.pdf**

ACH Authorization

[View Online](#)**Terms_and_Conditions-Formal.pdf**

Terms and Conditions

[View Online](#)**Requested Attachments**

Portfolio

If you have a portfolio you would like to include, please upload here.

E-Verify*(Attachment required)*

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

Additional Documentation

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

Vendor Application Form/W-9/ACH

If you are new to the City of Nixa, or have not done business with the City within the last year, please upload the Vendor Application, ACH, and W-9 forms here.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. ****Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes, if necessary.****

2 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

3 Proposal Opening

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted.

Any bid received later than the specified time shall be disqualified.

Questions pertaining to the bid should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

4 Section 2

PROPOSAL REQUIREMENTS

The following items require an answer

5 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree.

(Required: Check if applicable)

6 Non-Exclusivity

The City of Nixa has the ability to award contracts to multiple vendors, or none. By checking the box below, you understand the City has the right to assign work to whichever vendor it so chooses on a project by project basis. There is no guarantee of the value or amount of work which will be assigned.

I acknowledge.

(Required: Check if applicable)

7 Ownership of Work Product

The City is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein.

Nothing in this Contract shall prohibit the Contractor from using any Work Product created under this Contract in a portfolio or other similar format to display to potential customers or employers their prior work.

I acknowledge.

(Required: Check if applicable)

8 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree.

(Required: Check if applicable)

9 Evaluation of Proposals

Designated City of Nixa staff will evaluate all proposals submitted and compare them to the evaluation factors to determine professional qualification(s) to fulfill the needs of the City of Nixa. Proposal evaluation factors to be considered are:

Knowledge and expertise

Quality of prior applicable work

Cost of services

References

The City of Nixa reserves the right to reject any or all proposals or any part thereof and to accept in whole, or in part, such proposals as may be deemed in the best interest of the City. City staff will recommend City Council award a contract to vendor which best fits the needs of the City.

I acknowledge

(Required: Check if applicable)

10 Link to Portfolio

Please list the link to your portfolio or website.

(Optional: Maximum 25 characters allowed)

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Contract Terms/Information

Download the Contract for Services, located on the "Attachments" tab. If there are any changes you would like to be made or addressed, please let us know at this time. Thoroughly review, upload any changes to the "Response Attachments-Additional Documentation". Indicate below you have read and understand the Contract will be used unless other terms have been agreed to prior to Bid Award.

Contract Term

The City of Nixa's contract award for Services shall be for a period of three (3) years. The agreement may be extended for two (2) additional years on an annual basis. Upon expiration, the City shall re-solicit the bid.

For the duration of the contract, there will be a yearly escalation/de-escalation in the renewable terms for the pricing schedule. At no such time shall the yearly escalation terms for pricing exceed a 5% increase.

I agree.

(Required: Check if applicable)

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Anti-Collusion Statement

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I agree.

(Required: Check if applicable)

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Bid Award

The City of Nixa reserves the right to award Bids by line item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

Awards will be made to the Vendor whose Bid best serves the City's best interest.

I acknowledge.

(Required: Check if applicable)

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Vendor Application/W-9/ACH

If you have never done business with the City of Nixa, or if it has been over a year since conducting business with the City, please download the Vendor Application Form, ACH Form, and the W-9 Form located on the "Attachments" tab, complete and upload in the "Response Attachments" tab.

I acknowledge.
(Optional: Check if applicable)

Bid Lines

1 Please list your rate for Professional Graphic Design Services.

(Response required)

UOM: Per Hour Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFP shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

Print Name

Signature

EXHIBIT A

SCOPE OF WORK

Contractor shall provide, or cause to be provided the services set forth herein:

1. Consultation and best practices recommendations concerning the design of graphics, publications, and materials to be printed for mass distribution.
 - a. The city has adopted a Brand Standards document which defines the city's official logos, colors, fonts, and associated design standards. The Contractor shall follow and interpret these standards when designing products as assigned by the City. The Contractor may be asked to add to or update the Brand Standards document.
2. Design and revision of graphics (to be used for any official purpose of the City and for either digital or physical creation or distribution either to the public, City staff, or any other target audience as identified by the City), publications, and materials (such as flyers, business cards, posters, brochures, etc.) to be printed for mass distribution by the city or any of its departments or any other vendor as contracted by the city.
 - a. On a project-by-project basis, either the Director of Communications, City Administrator, or their designee may assign work to the Contractor. Each assignment should be given in writing and include notes to the Contractor regarding the project deadline, not-to-exceed budget for the project, and any relevant project brief or content to be included in the material to be designed. The Contractor may be asked to draft copy, however, all finally edited copy should be provided or approved by the Director of Communications, City Administrator, or their designee, for the Contractor to integrate into the design work.
3. General consultation and advice concerning best practices for visual design and user experience with designed communications products.
4. Liaison with any vendors contracted by the City to perform the printing or production of designed materials to ensure final products are produced to intended design and standards. During the proofing process with such a vendor, the Contractor may be required to edit or revise design files to make them suitable for the intended application. In the case of any revisions to design files, the latest version of the design files should be provided to the City and the City will be responsible for review and approval of those files before they shall be given to a vendor for printing/production.
5. Other services as may be agreed upon, in writing, between the City and Contractor.
6. Contractor is not required to provide printing services. Contractor is only required to provide the final design and final design files suitable for printing/production and/or digital production as specified for the project by the City.

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
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(X) **NEW CONTRACT** () **ADDENDUM NO. __**

CITY	CONTRACTOR
-------------	-------------------

Name: City of Nixa
Address: 715 W. Mt. Vernon St.
Phone: 417-942-9946
Email: ddouglas@nixa.com
Attn: Drew Douglas
Dept: Communications

Name:
Address:
Phone:
Email:
Attn:

CONTRACT FOR GRAHPIC DESIGN SERVICES

THIS CONTRACT FOR GRAPHIC DESIGN SERVICES ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City desires to engage Contractor to perform certain services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Addition to Services. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Intellectual Property Rights.

a. Ownership of Work Product. The City is and will be the sole and exclusive owner of all

right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein. For the purposes of this Contract:

“Intellectual Property Rights” means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world

“Work Product” means the Deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by Contractor solely or jointly with the City or others in the course of performing the Services or other work performed by or on behalf of Contractor in connection with the Services or this Contract and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

All original preparation materials, sketches, visuals, and unused ideas shown and considered but not approved or accepted as work product by the City will remain the property of _____.

b. Work Made For Hire; Assignment. Contractor acknowledges and agrees that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for the City and all copyrights therein shall automatically and immediately vest in the City. To the extent that any Work Product does not constitute "work made for hire," Contractor hereby irrevocably assigns to the City, for no additional consideration, Contractor's entire right, title, and interest in and to such Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

c. Applications for Patent and Registration of Intellectual Property Rights. Contractor acknowledges and agrees that, as between the City and Contractor, the City has the exclusive right (but not any obligation), in its sole discretion, to file and prosecute any patent application for or application for registration of any Intellectual Property Rights in the Work Product and maintain any resulting issuance or registration. Contractor shall not file any such application, during the Term of this Contract or at any time thereafter. In the event any such application is filed in Contractor's name, Contractor hereby irrevocably assigns to the City and its successors and assigns, for no additional consideration, Contractor's entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.

d. Moral Rights. Contractor hereby irrevocably waives in favor of the City, to the extent permitted by applicable Law, any and all claims Contractor may now or hereafter have in any

jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

e. Nothing in this Contract shall prohibit the Contractor from using any Work Product created under this Contract in a portfolio or other similar format to display to potential customers or employers their prior work.

5. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term. This Contract shall terminate on [REDACTED].

7. Renewals. The term of this Contract may be extended three times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Contractor and City; and
- c. City funds are appropriated for such purpose.

8. Payment.

a. **Conditioned on acceptable performance.** Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor at a rate of **\$XX.XX per hour**, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor which shall include an acknowledgement signed by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the Contract.

b. **Total compensation not to exceed.** It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$00,000.00** in a single calendar year.

9. Termination.

a. **Termination for breach.** Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court

costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

10. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

12. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

13. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

14. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R.

§ 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

16. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime

compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

18. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Scope of Services (Exhibit A)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provision of the Contract Documents conflict, the provisions contained in the Contract shall control, followed by Exhibit A.

19. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above.

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

CONTRACTOR

Jimmy Liles, City Administrator

Date: _____

Printed Name

ATTEST:

Title

Rebekka Coffey, City Clerk

Date: _____

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

Name

Date

VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF CHRISTIAN)

On this _____ day of _____, 20_____, before me personally appeared _____, for _____, LLC., known to me to be the person described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed on behalf of said LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires: _____.



RFP-008-2024/Comm

Professional Photography Services

Issue Date: 2/1/2024

Questions Deadline: 2/6/2024 12:00 AM (CT)

Response Deadline: 2/9/2024 12:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
City Hall
715 W. Mt. Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Event Information

Number: RFP-008-2024/Comm
Title: Professional Photography Services
Type: Request for Proposal
Issue Date: 2/1/2024
Question Deadline: 2/6/2024 12:00 AM (CT)
Response Deadline: 2/9/2024 12:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Proposal for the procurement of Professional Photography services.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors. However, paper bids will still be accepted, if necessary. If you are manually submitting a bid, all bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714

Please submit any questions regarding this bid in writing to the Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

The City of Nixa reserves the right to accept or refuse any or all bids.

Ship To Information

Contact: Drew Douglas
Address: Communications
City Hall
715 W. Mt. Vernon St.
Nixa, MO 65714
Phone: (417) 725-2353
Email: ddouglas@nixa.com

Billing Information

Contact: Accounts Payable
Address: Finance
City Hall
715 W. Mt. Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 725-3785
Email: accountspayable@nixa.com

Bid Attachments

Scope of Work_Photography V1.pdf

Scope of Work

[View Online](#)

Professional Photography Services Contract.pdf

Contract for Services

[View Online](#)

Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

W-9.pdf

W-9

[View Online](#)**Vendor Application.pdf**

Vendor Application

[View Online](#)**ACH Authorization Form.pdf**

ACH Authorization

[View Online](#)**Terms_and_Conditions-Formal.pdf**

Terms and Conditions

[View Online](#)**Requested Attachments**

Portfolio

If you have a portfolio you would like to include, please upload here.

E-Verify*(Attachment required)*

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

Additional Documentation

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

Vendor Application Form/W-9/ACH

If you are new to the City of Nixa, or have not done business with the City within the last year, please upload the Vendor Application, ACH, and W-9 forms here.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. ****Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes, if necessary.****

2 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

3 Proposal Opening

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted.

Any bid received later than the specified time shall be disqualified.

Questions pertaining to the bid should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

4 Section 2

PROPOSAL REQUIREMENTS

The following items require an answer

5 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree.

(Required: Check if applicable)

6 Non-Exclusivity

The City of Nixa has the ability to award contracts to multiple vendors, or none. By checking the box below, you understand the City has the right to assign work to whichever vendor it so chooses on a project by project basis. There is no guarantee of the value or amount of work which will be assigned.

I acknowledge.

(Required: Check if applicable)

7 Ownership of Work Product

The City is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein.

Nothing in this Contract shall prohibit the Contractor from using any Work Product created under this Contract in a portfolio or other similar format to display to potential customers or employers their prior work.

I acknowledge.

(Required: Check if applicable)

8 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree.

(Required: Check if applicable)

9 Evaluation of Proposals

Designated City of Nixa staff will evaluate all proposals submitted and compare them to the evaluation factors to determine professional qualification(s) to fulfill the needs of the City of Nixa. Proposals will be scored according to the scoring legend below.

Proposal evaluation factors to be considered are:

Knowledge and expertise of photography services

Quality of prior applicable work

Cost of services

References

The City of Nixa reserves the right to reject any or all proposals or any part thereof and to accept in whole, or in part, such proposals as may be deemed in the best interest of the City. City staff will recommend City Council award a contract to vendor which best fits the needs of the City.

I acknowledge

(Required: Check if applicable)

1
0 **Link to Portfolio**
Please list the link to your portfolio or website.

(Optional: Maximum 25 characters allowed)

1
1 **Contract Terms/Information**
Download the Contract for Services, located on the "Attachments" tab. If there are any changes you would like to be made or addressed, please let us know at this time. Thoroughly review, upload any changes to the "Response Attachments-Additional Documentation". Indicate below you have read and understand the Contract will be used unless other terms have been agreed to prior to Bid Award.

Contract Term
The City of Nixa's contract award of Professional Photography Services shall be for a period of three (3) years. The agreement may be extended for two (2) additional years on an annual basis. Upon expiration, the City shall re-solicit the bid.

For the duration of the contract, there will be a yearly escalation/de-escalation in the renewable terms for the pricing schedule. At no such time shall the yearly escalation terms for pricing exceed a 5% increase.

I agree.
(Required: Check if applicable)

1
2 **Anti-Collusion Statement**
By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I agree.
(Required: Check if applicable)

1 3	Bid Award The City of Nixa reserves the right to award Bids by line item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received. Awards will be made to the Vendor whose Bid best serves the City's best interest. <input type="checkbox"/> I acknowledge. <i>(Required: Check if applicable)</i>
----------------------	--

1 4	Vendor Application/W-9/ACH If you have never done business with the City of Nixa, or if it has been over a year since conducting business with the City, please download the Vendor Application Form, ACH Form, and the W-9 Form located on the "Attachments" tab, complete and upload in the "Response Attachments" tab. <input type="checkbox"/> I acknowledge. <i>(Optional: Check if applicable)</i>
----------------------	--

Bid Lines

1	Please list your rate for Professional Photography Services. <i>(Response required)</i> UOM: <u>Per Hour</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/> Supplier Notes: _____ _____ <div style="border: 1px solid gray; padding: 5px; display: inline-block;"><input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i></div>
----------	---

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFP shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

Print Name

Signature

EXHIBIT A

SCOPE OF WORK

Contractor shall provide, or cause to be provided the services set forth herein:

1. General consultation and advice concerning best practices for photography.
 - a. The city has adopted a Brand Standards document which defines the city's photographic style and objectives regarding photo content. The Contractor shall follow and interpret these standards while working in coordination with the Director of Communications regarding development of photo content.
2. Shooting and editing of photography.
 - a. Photos approved and acquired by the City may be used for any official purpose of the City and for either digital or physical creation or distribution either to the public, City staff, or any other target audience as identified by the City. This may include but is not limited to, website, print publications, advertisements or other materials to be printed for mass distribution by the city or any of its departments or any other vendor as contracted by the city. The city shall retain copyright for all images purchased under this contract allowing the city to permit other partner organizations to also use the photographs as agreed to by the City Administrator or designee and the contractor will not be owed any additional fee for such use by the city's partners as permitted by the City.
 - b. On a project-by-project basis, either the Director of Communications, City Administrator, or their designee may assign work to the Contractor. Each assignment should be given in writing and include notes to the Contractor regarding the project deadline, not-to-exceed budget for the project, and any relevant project brief or objectives for the photography to be shot and/or edited. Photography should be delivered in a digital download format at high-resolution including a raw version of the original photo file along with any edited versions of the photo also submitted to meet the project brief.
3. Contractor may, on occasion, be asked to liaison with any vendors contracted by the City to perform the printing or production of materials designed to include photography, to ensure final products are produced to intended visual quality standards. During the proofing process with such a vendor, the Contractor may be required to edit or revise photo files to make them suitable for the intended application. In the case of any revisions to photo files, the latest version of the photo files should be provided to the City and the City will be responsible for review and approval of those files before they shall be given to any vendor for printing/production.
4. Other services as may be agreed upon, in writing, between the City and Contractor.
5. Contractor is not required to provide printing services. Contractor is only required to provide final edited and/or raw photo files as specified by the City for the project.

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
------------------------	--------------------------	-------------------------

(X) **NEW CONTRACT** () **ADDENDUM NO. __**

CITY	CONTRACTOR
-------------	-------------------

Name: City of Nixa
Address: 715 W. Mt. Vernon St.
Phone: 417-942-9946
Email: ddouglas@nixa.com
Attn: Drew Douglas
Dept: Communications

Name:
Address:
Phone:
Email:
Attn:

CONTRACT FOR PROFESSIONAL PHOTOGRAPHY SERVICES

THIS CONTRACT FOR PROFESSIONAL PHOTOGRAPHY SERVICES ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City desires to engage Contractor to perform certain services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Addition to Services. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Intellectual Property Rights.

a. Ownership of Work Product. The City is and will be the sole and exclusive owner of all

right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein. For the purposes of this Contract:

“Intellectual Property Rights” means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world

“Work Product” means the Deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by Contractor solely or jointly with the City or others in the course of performing the Services or other work performed by or on behalf of Contractor in connection with the Services or this Contract and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

All original preparation materials, sketches, visuals, and unused ideas shown and considered but not approved or accepted as work product by the City will remain the property of _____.

b. Work Made For Hire; Assignment. Contractor acknowledges and agrees that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for the City and all copyrights therein shall automatically and immediately vest in the City. To the extent that any Work Product does not constitute "work made for hire," Contractor hereby irrevocably assigns to the City, for no additional consideration, Contractor's entire right, title, and interest in and to such Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

c. Applications for Patent and Registration of Intellectual Property Rights. Contractor acknowledges and agrees that, as between the City and Contractor, the City has the exclusive right (but not any obligation), in its sole discretion, to file and prosecute any patent application for or application for registration of any Intellectual Property Rights in the Work Product and maintain any resulting issuance or registration. Contractor shall not file any such application, during the Term of this Contract or at any time thereafter. In the event any such application is filed in Contractor's name, Contractor hereby irrevocably assigns to the City and its successors and assigns, for no additional consideration, Contractor's entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.

d. Moral Rights. Contractor hereby irrevocably waives in favor of the City, to the extent permitted by applicable Law, any and all claims Contractor may now or hereafter have in any

jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

e. Nothing in this Contract shall prohibit the Contractor from using any Work Product created under this Contract in a portfolio or other similar format to display to potential customers or employers their prior work.

5. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term. This Contract shall terminate on [REDACTED].

7. Renewals. The term of this Contract may be extended three times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Contractor and City; and
- c. City funds are appropriated for such purpose.

8. Payment.

a. Conditioned on acceptable performance. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor at a rate of **\$XX.XX per hour**, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor which shall include an acknowledgement signed by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the Contract.

b. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$00,000.00** in a single calendar year.

9. Termination.

a. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court

costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

10. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

12. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

13. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

14. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R.

§ 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

16. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime

compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

18. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Scope of Services (Exhibit A)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provision of the Contract Documents conflict, the provisions contained in the Contract shall control, followed by Exhibit A.

19. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above.

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

CONTRACTOR

Jimmy Liles, City Administrator

Date: _____

Printed Name

ATTEST:

Title

Rebekka Coffey, City Clerk

Date: _____

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

Name

Date

VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF CHRISTIAN)

On this _____ day of _____, 20_____, before me personally appeared _____, for _____, LLC., known to me to be the person described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed on behalf of said LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires: _____.



RFP-010-2024/Comm

Professional Videography Services

Issue Date: 2/1/2024

Questions Deadline: 2/5/2024 12:00 AM (CT)

Response Deadline: 2/8/2024 12:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
City Hall
715 W. Mt. Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Event Information

Number: RFP-010-2024/Comm
Title: Professional Videography Services
Type: Request for Proposal
Issue Date: 2/1/2024
Question Deadline: 2/5/2024 12:00 AM (CT)
Response Deadline: 2/8/2024 12:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Proposal for the procurement of Professional Videography services.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors. However, paper bids will still be accepted, if necessary. If you are manually submitting a bid, all bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714

Please submit any questions regarding this bid in writing to the Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

The City of Nixa reserves the right to accept or refuse any or all bids.

Ship To Information

Contact: Drew Douglas
Address: Communications
City Hall
715 W. Mt. Vernon St.
Nixa, MO 65714
Phone: (417) 725-2353
Email: ddouglas@nixa.com

Billing Information

Contact: Accounts Payable
Address: Finance
City Hall
715 W. Mt. Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 725-3785
Email: accountspayable@nixa.com

Bid Attachments

Scope of Work_Video Production V1.pdf

Scope of Work

[View Online](#)

Professional Videography Services Contract.pdf

Contract for Services

[View Online](#)

Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

W-9.pdf

W-9

[View Online](#)**Vendor Application.pdf**

Vendor Application

[View Online](#)**ACH Authorization Form.pdf**

ACH Authorization

[View Online](#)**Terms_and_Conditions-Formal.pdf**

Terms and Conditions

[View Online](#)**Requested Attachments**

Portfolio

If you have a portfolio you would like to include, please upload here.

E-Verify*(Attachment required)*

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

Additional Documentation

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

Vendor Application Form/W-9/ACH

If you are new to the City of Nixa, or have not done business with the City within the last year, please upload the Vendor Application, ACH, and W-9 forms here.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. ****Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes, if necessary.****

2 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

3 Proposal Opening

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted.

Any bid received later than the specified time shall be disqualified.

Questions pertaining to the bid should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

4 Section 2

PROPOSAL REQUIREMENTS
The following items require an answer

5 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree.

(Required: Check if applicable)

6 Non-Exclusivity

The City of Nixa has the ability to award contracts to multiple vendors, or none. By checking the box below, you understand the City has the right to assign work to whichever vendor it so chooses on a project by project basis. There is no guarantee of the value or amount of work which will be assigned.

I acknowledge.

(Required: Check if applicable)

7 Ownership of Work Product

The City is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein.

Nothing in this Contract shall prohibit the Contractor from using any Work Product created under this Contract in a portfolio or other similar format to display to potential customers or employers their prior work.

I acknowledge.

(Required: Check if applicable)

8 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree.

(Required: Check if applicable)

9 Evaluation of Proposals

Designated City of Nixa staff will evaluate all proposals submitted and compare them to the evaluation factors to determine professional qualification(s) to fulfill the needs of the City of Nixa. Proposal evaluation factors to be considered are:

- Knowledge and expertise
- Quality of prior applicable work
- Cost of services
- References

The City of Nixa reserves the right to reject any or all proposals or any part thereof and to accept in whole, or in part, such proposals as may be deemed in the best interest of the City. City staff will recommend City Council award a contract to vendor which best fits the needs of the City.

I acknowledge

(Required: Check if applicable)

10 Link to Portfolio

Please list the link to your portfolio or website.

(Optional: Maximum 25 characters allowed)

1 **Contract Terms/Information**

Download the Contract for Services, located on the "Attachments" tab. If there are any changes you would like to be made or addressed, please let us know at this time. Thoroughly review, upload any changes to the "Response Attachments-Additional Documentation". Indicate below you have read and understand the Contract will be used unless other terms have been agreed to prior to Bid Award.

Contract Term

The City of Nixa's contract award for Services shall be for a period of three (3) years. The agreement may be extended for two (2) additional years on an annual basis. Upon expiration, the City shall re-solicit the bid.

For the duration of the contract, there will be a yearly escalation/de-escalation in the renewable terms for the pricing schedule. At no such time shall the yearly escalation terms for pricing exceed a 5% increase.

I agree.

(Required: Check if applicable)

1 **Anti-Collusion Statement**

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I agree.

(Required: Check if applicable)

1 **Bid Award**

The City of Nixa reserves the right to award Bids by line item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

Awards will be made to the Vendor whose Bid best serves the City's best interest.

I acknowledge.

(Required: Check if applicable)

1
4

Vendor Application/W-9/ACH

If you have never done business with the City of Nixa, or if it has been over a year since conducting business with the City, please download the Vendor Application Form, ACH Form, and the W-9 Form located on the "Attachments" tab, complete and upload in the "Response Attachments" tab.

I acknowledge.
(Optional: Check if applicable)

Bid Lines

1

Please list your rate for Professional Videography Services.

(Response required)

UOM: Per Hour Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFP shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

Print Name

Signature

EXHIBIT A

SCOPE OF WORK

Contractor shall provide, or cause to be provided the services set forth herein:

1. General consultation and advice concerning best practices for video production.
 - a. The City Administrator, Director of Communications, or their designee will serve as executive producer for any projects assigned to the contractor, approving major creative decisions and providing direction for the project. However, contractor is expected to provide expert recommendations during planning, production, and post-production phases of each project.
2. Video pre-production (planning), production (including shooting) and post-production (including editing) services as requested on a per-project basis.
 - a. The City of Nixa shall retain copyright on all raw video and audio gathered during production as well as any video products approved by the City for publication/distribution in any electronic manner.
 - b. The City of Nixa shall be provided all unedited a-roll and b-roll clips in high-resolution format for archive and use on any future video projects.
 - c. Contractor shall provide appropriate closed caption files along with any final edited video products.
 - d. The City of Nixa may share video clips (either edited or unedited) with its partner organizations for any use permitted by the City Administrator or designee and the contractor will not be owed any additional fee for such use by the city's partners as permitted by the City.
 - e. On a project-by-project basis, either the Director of Communications, City Administrator, or their designee may assign work to the Contractor. Each assignment should be given in writing and include notes to the Contractor regarding the project deadline, not-to-exceed budget for the project, and any relevant project brief or objectives for the video to be shot and/or edited. Video clips should be delivered to the City in a digital download format at high-resolution including unedited a-roll and b-roll clips, along with any edited versions of the video requested by the City.
3. Other services as may be agreed upon, in writing, between the City and Contractor.
4. Contractor may be asked to upload video products online in some cases, however, generally, the City's Communications Department staff will be responsible for uploading videos to the City's website, YouTube, Vimeo, Facebook, or other social media accounts.

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
------------------------	--------------------------	-------------------------

(X) **NEW CONTRACT** () **ADDENDUM NO. __**

CITY	CONTRACTOR
-------------	-------------------

Name: City of Nixa
Address: 715 W. Mt. Vernon St.
Phone: 417-942-9946
Email: ddouglas@nixa.com
Attn: Drew Douglas
Dept: Communications

Name:
Address:
Phone:
Email:
Attn:

CONTRACT FOR PROFESSIONAL VIDEOGRAPHY SERVICES

THIS CONTRACT FOR PROFESSIONAL VIDEOGRAPHY SERVICES (“Contract”) is made and entered into upon its execution by the parties identified above.

WHEREAS the City desires to engage Contractor to perform certain services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor’s profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor’s own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Addition to Services. The City may add to the Contractor’s services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Exchange of Data. All information, data, and reports in the City’s possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Intellectual Property Rights.

a. Ownership of Work Product. The City is and will be the sole and exclusive owner of all

right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein. For the purposes of this Contract:

“Intellectual Property Rights” means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world

“Work Product” means the Deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by Contractor solely or jointly with the City or others in the course of performing the Services or other work performed by or on behalf of Contractor in connection with the Services or this Contract and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

All original preparation materials, sketches, visuals, and unused ideas shown and considered but not approved or accepted as work product by the City will remain the property of _____.

b. Work Made For Hire; Assignment. Contractor acknowledges and agrees that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for the City and all copyrights therein shall automatically and immediately vest in the City. To the extent that any Work Product does not constitute "work made for hire," Contractor hereby irrevocably assigns to the City, for no additional consideration, Contractor's entire right, title, and interest in and to such Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

c. Applications for Patent and Registration of Intellectual Property Rights. Contractor acknowledges and agrees that, as between the City and Contractor, the City has the exclusive right (but not any obligation), in its sole discretion, to file and prosecute any patent application for or application for registration of any Intellectual Property Rights in the Work Product and maintain any resulting issuance or registration. Contractor shall not file any such application, during the Term of this Contract or at any time thereafter. In the event any such application is filed in Contractor's name, Contractor hereby irrevocably assigns to the City and its successors and assigns, for no additional consideration, Contractor's entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.

d. Moral Rights. Contractor hereby irrevocably waives in favor of the City, to the extent permitted by applicable Law, any and all claims Contractor may now or hereafter have in any

jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

e. Nothing in this Contract shall prohibit the Contractor from using any Work Product created under this Contract in a portfolio or other similar format to display to potential customers or employers their prior work.

5. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term. This Contract shall terminate on [REDACTED].

7. Renewals. The term of this Contract may be extended three times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Contractor and City; and
- c. City funds are appropriated for such purpose.

8. Payment.

a. **Conditioned on acceptable performance.** Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor at a rate of **\$XX.XX per hour**, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor which shall include an acknowledgement signed by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the Contract.

b. **Total compensation not to exceed.** It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$00,000.00** in a single calendar year.

9. Termination.

a. **Termination for breach.** Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court

costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

10. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

12. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

13. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

14. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R.

§ 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

16. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime

compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

18. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Scope of Services (Exhibit A)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provision of the Contract Documents conflict, the provisions contained in the Contract shall control, followed by Exhibit A.

19. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above.

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

CONTRACTOR

Jimmy Liles, City Administrator

Date: _____

Printed Name

ATTEST:

Title

Rebekka Coffey, City Clerk

Date: _____

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

Name

Date

VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF CHRISTIAN)

On this _____ day of _____, 20_____, before me personally appeared _____, for _____, LLC., known to me to be the person described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed on behalf of said LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires: _____.