



DUCHESNE COUNTY  
BID PACKET  
FOR  
DUCHESNE COUNTY FAIR  
VIDEO AND PRODUCTION CONTRACT

PREPARED BY:

DUCHESNE COUNTY FAIR BOARD

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## **BID FORM**

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### **PART 1 GENERAL**

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#### **1.1 BID PROPOSAL**

A. After having personally and carefully examined all conditions surrounding the County Fair Video Production Agreement contained below, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all video production as is required by the County or County Fair Board, which is required to successfully execute the video and audio during the County Fair. Such bid shall be called:

**“Duchesne County Fair Video and Audio Production”**

B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule.

C. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Intention to Award. The Notice of Intention to Award shall be done in open meeting at the time the sealed bids are opened and consideration is made for each bid.

D. It is understood that the County or County Agency has the right to reject this bid proposal or to accept it at the prices listed in the Bid Schedule.

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**PART 2 EXECUTION**

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**2.1 BIDDER**

A. The Bidder is as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

**2.2 BIDDER SUBSCRIPTION**

A. Date: \_\_\_\_\_

B. Bidder's Signature: \_\_\_\_\_

C. Please print Bidder's name here: \_\_\_\_\_

D. Title: \_\_\_\_\_

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## PROPOSED BID

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### PART 1 GENERAL

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#### 1.1 PRICE SCHEDULES AND OFFICIAL BID.

Item	Classification of Work	Amount
1	Provide video and audio production and display of events occurring at the Duchesne County Fair between August 8, 2016 to August 13, 2016. The events that Producer will cover include, but are not limited to, the Duchesne County Rodeo, Duchesne County Derby, Duchesne County Arena Cross, and Duchesne County Monster Truck events. Producer must have a High-Definition Big Screen of 15' x 27' or bigger and capable of instant replay and sponsor highlights and commercials throughout each event production. Producer must also carry equipment to produce performance audio and visual capabilities, including video and audio cables, television cameras and tripods, and monitors. Producer must produce a DVD recording of the entire fair performance events.  Producer will cooperate with the Duchesne County Fair in formatting and show production.	
<b>TOTAL</b>		\$
<b>NOTES:</b> (a) Price includes all labor, crew, equipment, travel, setup, lodging and any other requirements necessary to performing the items listed above.		

**1.2 DOCUMENTS.** The Contract below is part of and included by reference into this bid. By bidding on this project, Bidder hereby represents that it accepts the contract in full. If the Bidder does not accept the contract in full, Bidder shall not bid upon the project.

**1.3 CONTRACT SCOPE.** I acknowledge that I fully understand the scope of this agreement and that if I had or have any questions regarding the scope and duties to be performed under this contract that I have fully resolved these questions. I acknowledge by bidding on this contract that no change orders or change in price will be accepted. Any price bid shall be the exact and only price paid by the County to the Producer for the full scope of the Agreement.

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## **SUBMISSION**

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Any bid shall be placed in a sealed envelope and submitted to BobbiJo Casper as is contained in the advertisement of the Request for Bid. Any non-conforming bid shall be immediately rejected.





DUCHESNE COUNTY  
CONTRACT  
FOR  
DUCHESNE COUNTY FAIR  
VIDEO AND PRODUCTION CONTRACT

PREPARED BY:

DUCHESNE COUNTY FAIR BOARD

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# CONTRACT

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## PART 1 GENERAL

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### 1.1 CONTRACT NAME

A. Name of Project: Duchesne County Video and Production Agreement

### 1.2 PRODUCER

A. Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

### 1.3 COUNTY

- A. Duchesne County, a political subdivision of the State of Utah (referred to hereafter as “County” or “Owner”)
- B. The County’s agency for this Contract is the Duchesne County Fair Board.
- C. The Fair Board Chair and Contact Person of the Duchesne County Fair Board is Debbie Thayne.

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**PART 2 SCOPE, TIMELINE, PAYMENT, AND PAYMENT PROCEDURES**

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**2.1 CONTRACT PRICE AND SCOPE**

- A. The contract price includes the cost for the Work specified in the Request for Bids, Bid, Contract Award, and this Agreement, collectively referred to hereafter as Contract Documents; plus the cost of all insurance certificates, premiums, fees required, and all charges, expenses or assessments of whatever kind or character.
- B. The schedule of Prices awarded from the Bid Form submitted by Producer are as follows:

Item	Classification of Work	Amount
1	Provide video and audio production and display of events occurring at the Duchesne County Fair between August 8, 2016 to August 13, 2016. The events that Producer will cover include, but are not limited to, the Duchesne County Rodeo, Duchesne County Derby, Duchesne County Arena Cross, and Duchesne County Monster Truck events. Producer must have a High-Definition Big Screen of 15' x 27' or bigger and capable of instant replay and sponsor highlights and commercials throughout each event production. Producer must also carry equipment to produce performance audio and visual capabilities, including video and audio cables, television cameras and tripods, and monitors. Producer must produce a DVD recording of the entire fair performance events.  Producer will cooperate with the Duchesne County Fair in formatting and show production.	
<b>TOTAL</b>		\$
<b>NOTES:</b> (a) Price includes all labor, crew, equipment, travel, setup, lodging and any other requirements necessary to performing the items listed above.		

- C. Based upon the above-awarded schedules, the Contract Price awarded is:

\_\_\_\_\_dollars

(\$ \_\_\_\_\_).

## **2.2 TIMELINE/COMPLETION AND PAYMENT PROCEDURES**

A. Producer shall perform video and production of the Duchesne County Fair events under the supervision and control of the Duchesne County Fair Board between August 8, 2016 and August 13, 2016. The length of this Agreement begins from the date of the signing of both the Producer and successful bidder and Duchesne County/Duchesne County Fair Board and will end at the end of the last event on August 13. Obligations under this agreement, if they have not fully been met will continue until the expiration of the statute of limitations.

B. Payment: Duchesne County shall pay fifty percent (50%) of the total contract bid price sixty (60) days before the event begins and the remaining balance paid at the end of the final event.

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## **PART 3    LEGAL PROVISIONS**

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### **3.1    CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE**

The provisions of this Contract shall be governed by the laws of the State of Utah, Duchesne County, and Duchesne City. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Duchesne County, in the Eighth Judicial District, Duchesne Department. Vendor agrees to be bound by the decision of Duchesne County in case of any dispute arising from the interpretation or application of the Terms and Conditions.

### **3.2    LAWS AND REGULATIONS**

The Parties signing below under this Contract and any and all supplies, services, and equipment furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

### **3.3    INDEPENDENT CONTRACTOR**

The Producer shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Duchesne County, or its members, to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Duchesne County, or its representatives, except as herein expressly set forth. Compensation stated herein shall be the total amount payable by Duchesne County. The Producer shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Duchesne County for these Contract services. Persons employed by Duchesne County and acting under the direction of Duchesne County shall not be deemed to be employees or agents of the Producer.

### **3.4    INDEMNITY**

The Producer agrees to indemnify, save harmless, and release Duchesne County, and all their officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of the Contract which are caused in whole or in part by the acts or negligence of (a) the Producer, (b) the Producer's officers, agents, volunteers, or employees, (c) the Producer's subcontractors, or (d) anyone for

whom Producer may be liable but not for claims arising from Duchesne County's sole negligence. The parties agree that if there are any Limitations of the Producer's Liability, including a limitation of liability for anyone for whom the Producer is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property. The Producer's duties contained within this provision do not expire upon the expiration of this contract and will continue until such time all such statute of limitations have expired.

Nothing in this contract shall waive the Governmental Immunity provisions within Utah State Code.

### **3.5 COPYRIGHTS, ETC.**

Producer will release, indemnify, and hold Duchesne County, its officers, agents, employees, and volunteers harmless from liability of any kind or nature, including the Producer's use of any copyrighted or uncopyrighted composition of any article or video furnished under the performance of this contract.

### **3.6 DEFAULT**

Any of the following events will constitute cause for Duchesne County to declare Producer in default of this Contract: (1) Nonperformance of contractual requirements; or (2) A material breach of any term or condition of this Contract.

### **3.7 AVAILABLE REMEDIES**

Duchesne County may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Producer from receiving future solicitations. County shall be entitled to deduct and retain liquidated damages or other damages out of any money, which may be due or become due the Producer under this Agreement. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Producer, the Producer shall be liable for such amounts and shall promptly pay said amounts to the County.

### **3.8 INTERPRETATION OF CONTRACT**

Any ambiguities in the contract language shall be liberally construed in favor of Duchesne County.

### **3.9 SEPARABILITY**

Any invalidation of any sections or provisions of this contract will not affect the validity of the remainder of the provision or other provisions in the contract.

### **3.10 CERTIFICATE OF INSURANCE**

Producer shall be able to produce a certificate of insurance with coverage of 1 million per occurrence. Producer shall also have included in their certificate proof of general property damage, bodily damage, and personal injury insurance. Producer shall also show that all employees and agents of producer are covered under workers compensation.

The insurance certificate shall name “Duchesne County, 734 N. Center Street, Duchesne, UT 84021” as a Certificate Holder and cover at the very least the dates of August 8, 2016 to August 13, 2016. Producer shall furnish certificate of insurance sixty (60) days before work shall begin.

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## **PART 4 MODIFICATIONS AND TERMINATION**

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### **4.1 MODIFICATION**

This agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

### **4.2 TERMINATION**

Either non-breaching party may terminate the Contract upon a material breach by the non-breaching party. Any performance will be accelerated and due upon the breach and termination of the Agreement.

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**PART 5 MISCELLANEOUS PROVISIONS**

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**5.1 ASSIGNMENT AND SUBCONTRACT**

The parties agree that Producer will not delegate performance obligations under this Agreement, in whole or in part, without the prior written approval by the County. Authorization must come from Duchesne County.

Any such delegation of responsibilities is declared as void and will not relieve Producer from any liability or performance obligations under this Agreement.

**5.2 ENTIRETY OF CONTRACT**

This Agreement supersedes all other Agreements that may have been signed between the Parties prior to date of the Parties signing of this Agreement. This Agreement incorporates by reference all Contract Documents noted above.

**5.3 ACKNOWLEDGMENT**

The parties understand and have read this agreement and have been provided sufficient time to review it with an independent attorney, or have otherwise refused or elected not to seek legal review. By signing this Agreement, I certify that I am authorized to sign it for the party I am signing it for. I certify that I am capable of understanding this contract and hereby fully understand or have had the opportunity to inquire further into any provision of this contract I do not fully understand and hereby waive any future claim of misunderstanding such terms.

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Producer

Date

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Duchesne County Commission Chair

Date

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Duchesne County Fair Board Chair

Date