



RFP INVITATION

The City of Keller, Texas (the City) is soliciting sealed Requests for Proposals for professional services for digital photography, videography and marketing services. The successful Vendor shall agree to provide the City with the specific services as outlined in the RFP specifications.

RFP Due Date/Time: 3:00 p.m., Tuesday, November 13, 2018

Designate on the front, lower left-hand corner of your response, the following:

RFP Number: 19-005

Subject: Digital Photography, Videography and Marketing Services

Do Not Open-RFP Documents

RFP Mailing: City of Keller
Address: Purchasing Agent
P.O. Box 770
Keller, Texas 76244

RFP Courier: City of Keller
Delivery address: Purchasing Agent
1100 Bear Creek Pkwy.
Keller, Texas 76248

For convenience at RFP opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

CONTRACTOR INFORMATION:

360 Liferview LLC
Company name

5121 Senator Dr.
Address

Fort Worth, TX 76244
City, State & Zip

817-888-6340
Area code & telephone number


Company representative signature

Luke Robinson
Company representative printed name

CEO
Title

11/09/18
Date

***** THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED *****

RFP FORM RETURN CHECKLIST

	REQUIRED	SUBMITTED
1. Acknowledgement of Insurance Requirements	<u> X </u>	<u>LR ✓</u>
2. References	<u> X </u>	<u>LR ✓</u>
3. Signature Page	<u> X </u>	<u>LR ✓</u>
4. Conflict of Interest Questionnaire	<u> X </u>	<u>LR ✓</u>

INTRODUCTION

The City of Keller is accepting proposals for professional services for digital photography, videography and marketing services for an innovative, first-year project. The services for this project are intended to assist community businesses in establishing their online presence, provide the necessary guidance in order to allow each business to manage its own online presence thereafter and to establish a large digital impact for Keller, through the direct promotion of all Keller businesses on Google.

Keller is located in the northeast area of Tarrant County and has a current population of approximately 44,940. The City currently has approximately 754 businesses (excluding home-based businesses). In 2017, the City welcomed 73 new businesses and has seen an increase of 63 new businesses to date in 2018.

SCOPE

Digital Photography, Videography and Marketing services shall consist of:

- (1) Photography of the interior and exterior (the "Photographs") of each Keller business (the "Business"), each of which will designate the areas which are acceptable for photography in connection with the Google Business View Program. These photos shall lead to the creation of a Google Virtual Tour of each Business to be provided by the Vendor.
- (2) Providing each Business and the City of Keller with copies, applicable rights and attributions of all Photographs of the Business.
- (3) Obtaining of all necessary waivers from Business staff and patrons, in addition to Vendor staff required to perform the services requested.
- (4) Assist each Business with claiming, verifying and correcting their individual Google business listing.
- (5) Provide a tutorial to each business on how to use Google listing services, managing individual Business pages and embedding codes on website and social media pages.
- (6) Other photography, videography and marketing services.
- (7) Acquiring verification of completion of items 1-6 from each business.

1. Photography

- (1) Vendor will use commercially reasonable efforts to ensure that the Photographs meet Google Maps Business View Program's technical specifications.
- (2) Vendor will upload the Photographs to Google for processing and use in accordance with Google's Terms Governing the Uploading, Processing, and Use of Photographs.
- (3) Vendor will be responsible for the coordination of all scheduling activities and appointments with each Business in order to provide for expedited photographic services.
- (4) Vendor shall provide each Business with copies of all Photographs equal to or better than the original Photographs procured at any initial or subsequently scheduled appointment for photographic services.

2. Rights and Attributions

- (1) Vendor shall assign, or procure the assignment of, all ownership rights in the Photographs, including intellectual property rights, to each Business.

3. Waivers

To the extent permitted by law, Vendor will obtain:

- (1) Waivers from all of the Vendor's personnel in respect of any "moral rights" that such personnel may have in the Photographs, including any right of attribution.
- (2) Assignments by Vendor's personnel to the Business of all moral rights in the Photographs.

4. Business Listings

- (1) Upon initial inspection of the Google business listing for each Business, Vendor shall claim the business listing as the Business, with the Business owner's written consent and only if the Business has not already claimed its Business listing.
- (2) The Vendor shall provide all necessary assistance, as outlined in any subsequent Agreement, in claiming, verifying and correcting the business listing.
- (3) The Vendor shall relinquish all roles and responsibilities in future maintenance of the Business listing once the final Agreement concludes.

5. Tutorials

- (1) Vendor shall provide a tutorial to each Business providing the necessary information required for the Business to perform any and all future updates to their business listing.
- (2) Any tutorial shall contain information which will allow any Business the ability to update any applicable website or social media platforms with Photographs and Google Virtual Tour.

6. Photography, Videography and Marketing Services - Other

- (1) Tertiary to any subsequent agreement agreed beyond the provisions of this RFP, the Vendor shall provide each Business that accepts photography, videography and marketing services with the winning Vendor an individual Google Maps Business View Photography Services Agreement which shall be exclusive of the Vendor and the Business.
- (2) Funding for any subsequent agreement of this RFP is provided by the City of Keller (the "City") to pay for agreed upon services, which shall be awarded by the City Council before services are to commence. Any additional requested services outside of any subsequent agreement are solely the responsibility of any Business which requests such services.
- (3) Re-moderation services shall be available to any Business which operates multiple businesses from the same physical space.

7. Verification of Completion

- (1) Vendor shall verify completion of all preceding items listed under "Scope" and shall provide the City with evidence thereof, including an acknowledgement by each business of completion.

Compensation and Phasing

Provide a fee schedule (Exhibit A) for photography, videography and marketing services and what this fee schedule includes. In addition, provide hourly fees for all personnel assigned to each project, if applicable.

Project shall be broken into phases which shall be billed at the completion of each phase as evidenced by written statements from each business. It is preferred by the City that these phases be broken down by a quantity of city businesses not to exceed 100 businesses per phase.

Contract Documents

The contract entered into by the Vendor and the City shall consist of the Request for Proposal, the proposal submitted by the winning Vendor and the resulting listing agreement, all of which shall be referred to collectively as the contract documents.

Anything called for by one of the contract documents and not called for by the others shall be of the effect as if required of called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

MINIMUM INFORMATION

Responses to the RFP should include the following as listed below:

- (1) Provide a brief description of the firm, including number of years the firm has been in existence, range of services, office location(s), and staff size.
- (2) Provide qualifications and resumes of all owners and principle staff.
- (3) Include an organizational chart that indicates the key personnel proposed for this project and their key roles and responsibilities. This chart should also include any proposed subcontractors, including their qualifications, resumes and roles. Designate at least one responsible person in charge who is a "Google Maps Street View Trusted Partner."
- (4) References from municipalities and/or businesses if the firm has performed similar duties.
- (5) Demonstrate abilities by providing examples of similar projects.
- (6) Cost of services and fee schedule.
- (7) Turnaround time for services.
- (8) Any additional information which you feel would make your firm uniquely qualified or describe why your firm should be selected.

Note: Firm must never have been subject to any disciplinary action which would have revoked or suspended the firm's ability to perform services in any municipality.

MINIMUM QUALIFICATIONS

- (1) Principle staff must be certified by Google as a Google Maps Street View Trusted Partner or approved equivalent.
- (2) Proficiency with digital photography, videography and internet integration.
- (3) Proficiency with public interaction and management.
- (4) Proficiency with business marketing on a digital platform.

INSTRUCTIONS FOR RFP

Terminology Throughout this document, the terms Contractor, Professional Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFP or contract (e.g., Contractor, Vendor).

1. RFP INSTRUCTIONS

- A. Completed RFPs will be received until **3:00 p.m., Tuesday, November 13, 2018**, at the Town Hall Receptionist's Desk or by the Purchasing Agent, Finance Department, 1100 Bear Creek Parkway, Keller, Texas, 76248. RFP responses received after the closing time and date will be returned unopened to the Vendor.
- B. The City **WILL NOT ACCEPT** an RFP response or alterations to an RFP response via Fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No RFP responses received via Fax or e-mail will be considered under any circumstances.
- C. The City will not release any information of vendors who have received the RFP Specifications until such RFPs have been opened.

2. SIGNATURES

All RFP responses must be signed by an authorized representative of the Contractor. Unsigned RFP responses will not be considered under any circumstances. Signatures on all RFP responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in this RFP and RFP Specifications, unless stated otherwise in writing by Contractor under "Deviations."

3. **DEVIATIONS BETWEEN RFP SPECIFICATIONS AND SERVICES RENDERED**

Prior to acceptance of the proposed service, the City reserves the right to question and inspect examples of performance to verify compliance with all RFP specifications and operational requirements. Should the services fail to meet the specifications as required in the RFP, Contractor agrees that the City may elect to do one of the following:

- A. Reject the RFP and void the award as to any and all RFP items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- D. Hire outside sources to correct deviations at Contractor's expense.

4. **RFP AWARD/EVALUATION CRITERIA**

- A. The City reserves the right to reject any or all RFPs, in whole or in part; to waive any informality in any RFP; and to accept the RFP, which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award RFPs by item, combination or groups of items, or total RFP. **Vendors submitting on an "All or None" basis must so indicate on the RFP.**
- B. The RFP award shall be based on, but not necessarily limited to, the following factors:
 - **General Quality and Adequacy of Response**
 - Completeness and thoroughness
 - Understanding of the project
 - Responsiveness to terms and conditions
 - **Organization, Personnel, and Experience**
 - Qualifications and experience of individuals who will perform and supervise the work requested by the City
 - Technical capabilities of the firm
 - Prior demonstrated experience in accomplishing similar projects
 - Demonstrated timeliness on similar projects
- C. RFP's do not become contracts until they are awarded by the City Council and accepted by issuance of a Contract and Purchase Order by the City of Keller.

D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The proposer may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, and human and financial resources to provide the work specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City of Keller in regard to the proposer's qualifications. The City of Keller reserves the right to reject any RFP if the evidence, submitted by or derived during the investigation of the proposer, fails to satisfy the City of Keller that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
2. The ability of the proposer to perform the work promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the proposer; and
4. The quality of performance on previous contracts or work.

E. Continued non-performance of the Contractor by failure to meet the terms of the specifications shall be a basis for termination of the contract by the City.

F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a RFP. Such expenses shall be borne exclusively by the proposer.

5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Karla Parker, Purchasing Agent, at (817) 743-4030. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the RFP request to be acceptable to all Contractors in all respects.

6. EXCEPTIONS/ALTERNATES TO RFP

Any alteration or erasure made before the deadline must be initialed by the signer of the RFP, guaranteeing authenticity. Any exceptions or alternates to the RFP are to be clearly indicated on the page entitled, "EXCEPTIONS/ALTERNATES TO RFP" Any exceptions/alternate from specifications and alternate RFP must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to RFP may or may not be considered by the City.

Changes prior to opening of RFP must be submitted before the opening deadline. Changes must be noted on the outside of the RFP envelope as follows: **"Changes to RFP 19-005"**

7. RFP WITHDRAWAL OR REJECTION

The City reserves the right to withdraw this RFP for any reason or to reject any and all proposal responses. The City further reserves the right to accept part or all of any specific proposal(s), or any combination of proposals unless presented as "All or None" as described in paragraph 4.A. herein.

After opening, proposers shall not be allowed to withdraw their proposals unless an obvious mistake is presented and supported by objective evidence that the mistake was unintentional, and approved by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the proposal. Such request shall be received by the City within one (1) day after opening. If permitted to withdraw its proposal, the proposer shall not supply any service, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, proposers may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

8. LATE RFPS

Proposals received after the official RFP opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the proposal. It is the policy of the City that late proposals will be returned to the sender unopened provided there is a return address on the envelope. However, if a late proposal is opened in the mail room by City staff in error, or the proposal invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late proposals be considered, even if opened, **Contractor is solely responsible for ensuring that proposals are received by the City on or before the RFP due date and time.**

9. PRICES HELD FIRM

- A. All prices quoted shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.
- B. Each proposal to the RFP shall be valid for one hundred eighty (180) calendar days after the opening date of the proposals and shall constitute an irrevocable offer to the City of Keller for the 180 calendar day period. The 180 calendar day period may be extended by mutual agreement of the parties.

10. QUANTITIES

- A. To assist in establishing a total proposal amount for RFP tabulation purposes, estimated quantities may have been listed in the specifications, or on the RFP tabulation form for each item. Proposer acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.

11. SERVICE PRICES AND EXTENSIONS

If service prices and their extensions do not coincide, the City will accept the proposal price(s) resulting in the lesser amount(s).

12. IDENTICAL PROPOSALS

In the event of two or more identical low RFPs, the RFP will be awarded as prescribed by Section 252.043 (h) of the Texas Local Government Code.

13. TERMINATION OF AGREEMENT

A. Written Notice

- i. The City or Contractor may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

B. Non-appropriation of Funds.

- a) In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

C. Duties and Obligations of the Parties.

- a) In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Contractor for services actually rendered up to the effective date of termination and Contractor shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination.

14. **ASSIGNMENT OF CONTRACT**

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

15. **RIGHT TO ASSURANCE**

Whenever the City has reason to question the Contractor's intent to perform, the City may demand that the Contractor(s) give written assurance of Contractor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

16. **RFP AMBIGUITY**

Any ambiguity in the RFP resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of RFP shall be construed in the favor of the City. **Proposer is solely responsible for understanding all aspects of RFP specifications and RFP instructions.**

For clarification of these specifications, call Karla Parker, Purchasing Agent, at (817) 743-4030.

17. **CONTRACT DELETIONS/ADDITIONS**

The City of Keller reserves the right to make changes to the contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued.

18. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/proposal amount will not be processed until signed change order(s) are submitted to the Finance Department.**

19. CLARIFICATIONS AND ISSUANCE OF ADDENDA

- A. Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFQ must be requested from Karla Parker, Purchasing Agent, on or before 3:00 p.m., Tuesday, November 13, 2018.
- B. If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- C. Requests for explanations or clarifications may be faxed to the City of Keller at (817) 743-4191 or emailed to kparker@cityofkeller.com. Emails and Faxes must clearly identify the RFP Number and Title.
- D. Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City's Economic Development Department. Contractors shall acknowledge receipt of all addenda within the responses.

20. GRATUITIES/GIFTS

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

21. VENUE

Any contract awarded at the conclusion of the RFP process will be governed and construed according to the laws of the State of Texas. The contract is performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

22. RESPONSE FORM(S) TO BE USED

The proposal quote must be submitted on the form(s) provided in the RFP package in compliance with all conditions listed thereon, unless otherwise specified in the RFP specifications. Proposals may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to bid on this requirement, please fill out and return the attached "STATEMENT OF NO PROPOSAL" response form.

23. PAYMENT TERMS

All payment terms shall be "Net 30 Days" unless specified in the proposal.

- B. Payment(s) to Contractor will be made after satisfactory receipt of services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise.
- C. The City operates on a fiscal year that ends September 30th. All invoices including work/ services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.
- D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U.S. Post Office or deposited via ACH.

24. NEGOTIATION

Any attempt to negotiate or provide information on the contents of this RFP with the City or its representatives prior to RFP award shall be grounds for disqualification of the RFP.

25. PRICE FIXING

In submitting a RFP response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed RFP.

26. REFERENCES

Contractor must provide a minimum of (3) verifiable references where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities and/or businesses in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

27. PROPRIETARY INFORMATION

- A. If a Contractor does not desire proprietary information in the Qualifications to be disclosed, it is required to identify all proprietary information in the Qualifications. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Contractor fails to identify proprietary information, it agrees that by submission of its Qualifications that those sections shall be deemed non-proprietary and made available upon public request.
- B. Contractors are advised that the City, to the extent permitted by law, will protect the confidentiality of their Qualifications. Contractor shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Contractor can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Keller, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Contractor, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

28. UNAUTHORIZED COMMUNICATIONS

After release of this RFP, Proposer's contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Agent, as indicated, is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this RFP, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above-listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

29. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediate collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

30. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

31. EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety supplies and equipment.

32. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated and shall be grounds for immediate termination. Enforcement of this policy is the responsibility of Contractor.

33. CRIMINAL HISTORY BACKGROUND CHECK

Prior to each employee commencing work, Contractor must conduct a criminal history check acceptable to the City, and forward all reports to an authorized City representative.

34. CUSTOMER RELATIONS

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, business owners/employees and/or customers of the City. The City reserves the right to reject any Contractor or employee and/or request replacement at any time.

35. **LICENSES**

The Contractor shall obtain and pay for all licenses required for the work. Upon written notification, the Contractor shall provide notarized copies of all valid licenses required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

36. **TAX EXEMPTION**

The City of Keller is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

37. **NON-ENDORSEMENT**

If a Proposer/Contractors Qualifications are accepted, as outlined in previous sections, the successful Proposer, hereinafter "Contractor," shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Keller's endorsement of the successful Firm's services.

38. **COOPERATIVE PURCHASING**

Proposers/Contractors agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The Proposer/Contractor may be asked, and is encouraged, to provide services, based upon the proposal price, to any other governmental entity. Proposer/Contractor acknowledges that other governmental entities are eligible, but not obligated, to purchase services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own services from the successful Contractor as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as Proposer/Contractor, agree that all terms, conditions, specifications, and pricing would apply.

Yes

No

LR Initial

****It is highly desirable for the winning Contractor to participate in Cooperative Purchasing; however, it is not required and a non-response to the Cooperative Purchasing Section will indicate the Proposer does not wish to participate with other governmental entities.**

39. CONTRACT CLAUSE

All Proposers understand and agree that the Proposer's response to this RFP invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded or amended only if replaced with a more extensive contract that is agreed to by both parties.

40. CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all services to be provided under this contract. If a service is found to be unsuitable or as required by this contract, the Contractor will be required to remedy the service at Contractor's expense. Contractor will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Contractor shall not handle any complaints or request from citizens. Any citizens' concerns should be directed to the City Manager, his designee, or the appropriate City Department.

41. FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

42. INDEPENDENT CONTRACTOR

The contractor who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

43. INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the Contractor.

44. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

45. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Keller or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

46. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

47. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall provide all workers' compensation insurance for its employees as required by law.

48. INDEMNIFICATION

For consideration included in the proposal price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

49. WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

50. BONDS

Bonds are not required with this submittal.

51. DEBARMENT

By submitting a proposal, the proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

52. BANKRUPTCY

If Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Contractor, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Contractor, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

53. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

54. PRE-ESTABLISHED CONTRACTS

The City has access to "Pre-Established Contracts" such as US Communities, State Contracts and Local Buying Agreements. The City will evaluate the proposal amount with what is offered through these contracts and determine which is the most advantageous to the City.

55. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any section regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

56. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "Conflict of Interest" questionnaire (attached). Please complete the attached questionnaire and return with the RFP specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: "(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1)."

57. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this BID documentation.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities.

58. LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270

Vendor shall submit HB89 Verification form prior to award of contract as outlined below.

59. COMPLIANCE WITH APPLICABLE LAW

Proposer agrees that the contract will be subject to, and proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules and regulations.

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The first contract period will begin the date of City Council award if subsequent thereto, through a one (1) year period. At City of Keller's option and approval by the Contractor, the contract may be renewed for four (4) additional one (1) year periods, as further explained in Renewal Options. **Prices must not exceed the RFP amount for the entire contract period.**

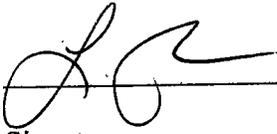
RENEWAL OPTIONS

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new RFP solicitation.

If the primary contractor elects not to exercise the option(s) to renew for four (4) additional one (1) year periods, the next low contractor for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original RFP submitted by that contractor. If both the primary contractor and the next low contractor for any section elect not to renew or accept award of the contract, a new RFP will be re-issued. The City of Keller reserves the right to issue a new RFP for the entire contract if the pricing of the next low contractor appears to be excessive.

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a bid for this project, I am aware of the insurance requirements outlined in these specifications (Number 43-47). If I am awarded the bid, I will comply with all insurance requirements within 10 working days of the bid award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the bid, I understand my bid bond will be forfeited.



Signature

 Luke Robinson

Printed name

Name of Company: 360 Lifeview LLC

Address of Company: 5121 Senator Dr.

City, State & Zip: Fort Worth, TX 76244

Telephone Number: (817) 888-6240 Date: 11/9/18

****THIS PAGE MUST BE COMPLETED OR BID WILL BE REJECTED****

STATEMENT OF NO PROPOSAL

Digital Photography, Videography and Marketing Services

RFP # 19-005

If proposer is not proposing on the services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** _____

Signature: _____

**The above has declined to submit a RFP response for the following reason(s):
(Please check one or all that apply)**

- Specification too "restrictive", i.e., services offered by our company do not meet stated specifications.**
- Specifications unclear (please explain).**
- We do not offer this commodity and/or service or an equivalent.**
- Insufficient time to respond to the RFP.**
- Our schedule would not permit us to perform.**

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

- _____ **Minority-Owned Business Enterprise**
- _____ **Women-Owned Business Enterprise**
- _____ **Disadvantaged Business Enterprise**

**REFERENCES
ATTACHMENT I**

1. Company F N G Ent's
Address 201 Town Center Ln. #1101, Keller, TX 76248
Phone 817-741-5200 Email Bob@fngents.com
Contact Bob Stephenson - Co-owner

2. Company Juice Junkies
Address 251 Town Center Ln. #2109, Keller, TX 76248
Phone 682-717-4843 Email JMARANCHELLO@gmail.com
Contact VANESSA - store manager

3. Company Keller Trophy & Awards
Address 425 N Main St., Keller, TX 76248
Phone 817-431-1284 Email _____
Contact Scott - owner

House Bill 89 VERIFICATION

I, Luke Robinson (Name), the undersigned representative of 360 Interview LLC (Company or Business name), hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Keller, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

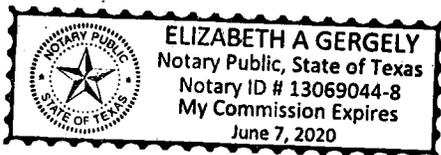
11/09/18
Date

[Signature]
Signature of Company Representative

On this 09th day of Nov, 2018, personally appeared Luke Robinson, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature]
NOTARY SIGNATURE



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Luke Robinson

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

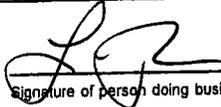
Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4


Signature of person doing business with the governmental entity

11/09/18
Date

Adopted 08/29/2007

****THIS PAGE MUST BE COMPLETED OR BID MAY BE REJECTED****

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Exhibit A
Compensation**

See
Attached — 

Exhibit A

6) Cost of services and fee schedule.

Schedule Attached

- Google Virtual Tour customized business package--up to (8) panos (any additional would be handled by the business owner)
- (10) updated HD photos of the business (any additional would be handled by the business owner)
- Claim Business local listing
- Verify Business local listing
- Fix any errors on the listing (GPS, Address, Telephone number, Website, Category, ect)
- Create/Gain access to Google My Business listing
- Give Business owner tutorial on Google local listing, Google Plus page, and how to manage the page
- Create embed codes for Facebook & Website
- Copy of each 360 photos for use on Social Media (give them copyrights to use freely)
- Each Business owner would have my personal cell for any questions or updates needed on their account

Cost: \$300 per location

Additional Services:

Professional Photographer for hire: \$149/ HR

Drone/ Aerial Photography for hire: \$149/ HR

1/8 Mile of Google Maps 360 Photography & Maps Editing: \$149

1/4 Mile of Google Maps 360 Photography & Maps Editing: \$249

1/2 Mile of Google Maps 360 Photography & Maps Editing: \$449

1 Mile of Google Maps 360 Photography & Maps Editing: \$699

Commercial/ Videography: TBD based on client

Social Media Ads & Management: TBD based on the client

Content Creation: \$20/ Add

Website Design/Rebrand: TBD based on the client

Google Ad Words: Budget determined by the client

- 1) Provide a brief description of the firm, including number of years the firm has been in existence, range of services, office location(s), and staff size.
- 2) Provide qualifications and resumes of all owners and principle staff.
- 3) Include an organizational chart that indicates the key personnel proposed for this project and their key roles and responsibilities. This chart should also include any proposed subcontractors, including their qualifications, resumes and roles. Designate at least one responsible person in charge who is a "Google Maps Street View Trusted Partner."
- 4) References from municipalities and/or businesses if the firm has performed similar duties.
- 5) Demonstrate abilities by providing examples of similar projects.
- 6) Cost of services and fee schedule.
- 7) Turnaround time for services.
- 8) Any additional information which you feel would make your firm uniquely qualified or describe why your firm should be selected.

1) Provide a brief description of the firm, including number of years the firm has been in existence, range of services, office location(s), and staff size.

We started with a large marketing firm, (Business Photos of America & The Kyros Group) for the pilot program of Google Business View, just a little over 4 years ago. After that business was sold it allowed me to open up my own firm. 360 Life View LLC, was born and registered with the State of Texas as of last Spring. Our footprint of photographers and subcontractors stretch from the West Coast to the East Coast, if we had to handle other work outside of North Texas, but our focus is right here in DFW. We have 1 location with 3 staff members, and several subcontractors.

Our bread and butter is utilizing Google's Digital Footprint to maximize exposure for small to medium sized businesses. We offer several services in order to accomplish that goal, which 9 out of 10 times is to get more exposure. We give the business a digital makeover in that sense. Through updating the local listings, maximizing organic searches, creating immersive photos with a 360 virtual tour, and all the bells and whistles that come with that. The most important is to educate the business owners or partners how these things work, and that business to continue staying relevant and at the top in the Google search bar. From maximizing their budget spent, to understanding the data in Google analytics, to teaching them how to make a Google Plus+ posting or event.

In addition to being a Trusted Photographer for the Google Business View Program, we also offer Drone and Ariel photography, Videography, Commercials, or Video Interviews/Testimony, Social Media Creation and Management, Content Creation, Google AdWords, and Website design and hosting services. We provide a value that we feel can't be duplicated. Not just photography, but the entire package, to assist a business from start to finish in improving their online presence. Keller is home for me, as I live in 76244, and want every business to be able to take advantage of the tools we have to offer.

2) Provide qualifications and resumes of all owners and principle staff.

Luke Robinson—CEO---360 Life View LLC

Action-driven sales executive with impeccable track record known throughout the industry for delivering and sustaining revenue and profit gains within highly competitive US markets. Exceptional communicator with strong negotiation skills, exceptional problem-solving abilities, and a keen ability to keep the client satisfied. Aggressively identify opportunities, develop focus, and provide tactical business solutions.

Resume Attached

3) Include an organizational chart that indicates the key personnel proposed for this project and their key roles and responsibilities. This chart should also include any proposed subcontractors, including their qualifications, resumes and roles. Designate at least one responsible person in charge who is a "Google Maps Street View Trusted Partner."

Luke Robinson--CEO—"Person in Charge"

I will be in the trenches as the day to day operations manager, the one meeting with every business to sign the proper photography agreement, go over the scope of work and any special instructions a location might have. I have my staff of 2 trained photographers that each will be doing 2-3 businesses a day. In addition, we will have Thinkments, and their staff assisting us on this project.

Thinkments, is another digital marketing firm ran by Corey Spicer, a really close friend out of Decatur, TX. Corey and his staff have already created what we are trying to accomplish in Keller, just on a smaller level. Thinkments, has been an integral part of the Decatur EDC & Main Street District and the Bridgeport EDC, in their efforts to market and promote their businesses on a new level. Decatur Main Street Businesses and the Decatur Main Street Program can highly recommend Corey Spicer and Thinkments, LLC., as a great partner and resource. See below for references & recommendation letters are attached.

Thinkments references:

Wise County Judge--J.D Clark - 940-627-5743 - cojudge@co.wise.tx.us
Bridgeport EDC--Leah Clark - (940) 683-2185 - lclark@bridgeportedc.com
Decatur Dep. Chief Mira - 940-393-0230
Decatur EDC--Thom Lambert - 866-627-9109 - tlambert@decatur-edc.com

4) References from municipalities and/or businesses if the firm has performed similar duties.

Here are just a few Keller references:

F n G Eats

201 Town Center Ln #1101, Keller, TX 76248

Co-Owner Bob Stephenson

817-741-5200

Bob@fngeats.com

Bob was one of the first 360 Virtual Tours completed by us in Keller. He is now an advocate of the program and the results we have given him. He also said he would happily advocate for my company in front of City Council, as he thinks its that important for every business to take advantage of.

Juice Junkies

251 Town Center Ln #2109, Keller, TX 76248

Location Manager Vanessa

682-717-4843

jmaranchello@gmail.com

Juice Junkies was 1 of 3 locations that Trina and Mary gave to us as the "Test market" for Keller. The management and staff were blown away at the level of increased foot traffic. We taught the staff to be able to understand how to increase the flow with the tools we provided. When the program was originally presented to Council, Vanessa came and spoke to the council on behalf of Juice Junkies, and how the program has helped their business.

Keller Trophy & Awards

425 N Main St, Keller, TX 76248

Owner Scott

817-431-1284

Scott and his business hired us to complete his local listing. He wasn't getting any exposure for Screen Printing in the area, and hiring us for help. We changed his local listing page to maximize key words. Added rich content, pictures, and a 360 virtual tour, allowing customers to see a better selection of what Keller Trophy & Awards can do. Scott paid full price (\$649) and said he covered his ROI within the first 3 months of having everything completed across the Google platform. He would highly recommend any small business in Keller to improve their local listing and footprint, by having a virtual tour and corrected Google page.

5) *Demonstrate abilities by providing examples of similar projects.*

Attached above

7) Turnaround Time and Schedule:

Our Goal would be to invoice the 1st and 15th of every month for the locations we have completed to Keller's standards. We anticipate 30-40 locations a week to be completed with Thinkments assistance. With the growth of Keller over the next year, we would anticipate to be completed with all businesses within 30 weeks of starting. Anticipating that some days will have bad weather and will not be able to perform outside photography.

8) Any additional information which you feel would make your firm uniquely qualified or describe why your firm should be selected.

I feel that we are the most qualified to put out the best product for Keller. With Thinkments assistance in already doing this for 2 other EDC's, our staff of trained Google Photographers, backend editors, and publishers. We will knock this out of the park. We have the experience, equipment, and man power to give 100% focus on Keller's businesses.

I would also like to extend myself once a month for additional training for Keller business owners. I will put together workshops on how to continue to increase your traffic, understanding your Google Analytics, and overall best practices for business owners to follow to add the most value of their digital footprint.

LUKE ALEXANDER ROBINSON

14113 Black Gold Trail, Haslet, TX. 76052

(817) 888-6340

360Lifeview@gmail.com

PRESIDENT OF SALES

Action-driven sales executive, with an impeccable track record known throughout the industry for delivering and sustaining revenue/ profit gains within the highly competitive US markets. Exceptional communicator with strong negotiation skills, exceptional problem solving abilities, and a keen ability to keep the client satisfied. Who aggressively identifies opportunities, drives focus, and provided a tactical business solution to get the job done.

AREAS OF EXPERTISE

- Vision, Direction, & Leadership
- Strategic Sales Planning & Management
- Business Development & Introduction
- Budgeting, Planning, & Forecasting
- Marketing Program Design
- Public Relations & Speaking
- Productivity Improvement
- P&L Accountability
- Relationship Management
- Recruitment and Retention
- Territory Expansion
- Organizational Development
- Broker/ Vendor Relations
- Contract Negotiations
- Sales Training
- Sales System & Structure Development

PROFESSIONAL EXPERIENCE

JAB MARKETING LLC, Arlington, TX
PARTNER/BUSINESS DEVELOPMENT

2016-2017

Engage in contract negotiations with potential and existing clients, along with strategic partnerships with subcontractors. Fully responsible for budgeting, planning, recruiting & staffing, sales & training, , and full P&L accountability.

- Re-build the existing local office to 15 agents, 3 managers, and a trainer producing over 500 sales a month for TXU, the biggest Texas energy provider. Within (1) months of partnering with JAB, I increased the weekly run rate 64% from 80 sales (\$18,000) to 125 sales (\$28,125) a week.
- Launched the Boston office for Clearview Energy. Building from 0, to 15 agents in 45 days, putting systems, structure, and management in place to successfully producing over (\$85,000 in revenue) 1000 sales a month Door to Door.

- Partnered with the Kyros Group out of Dallas to expand the large commercial division. We sold the American Airline Center (Home of the Dallas Mavericks), to become the largest virtual tour on the planet.

NOVASTAR CONSTRUCTION GROUP, Singer Island, FL
DIRECTOR OF SALES, MINORITY EQUITY PARTNER

2011-2012

Senior executive with full responsibility of creating and developing a “direct sales” strategy to construction. Trained leadership on strategic planning, new client development, operation management, marketing, sales, project development, and overall customer satisfaction. Strategically planned all aspects of the company.

- Increased sales from \$0 to \$350,000 a month in first 6 months of company
- Duplicated leadership and grew from one local office in Fort Worth, TX to four expanding offices in Louisville, KY, Lexington, KY, and St. Louis, MO.
- Managed, Trained, and Developed 15 sales managers directly and over 50 representatives indirectly.

T.O.P. MARKETING GROUP INC., Singer Island, Fl.
SENIOR BUSINESS DEVELOPER

2009-2013

Perform company-wide national sales training for representatives and management. Participate in strategy sessions with the CEO and CFO on expansion, vision, and overall growth of the company. Engage in contract negotiations with potential and existing clients, along with new verticals the company could grow into. Included, but not limited to: D2D, B2B, Events and Retail, and Telemarketing sales channels.

- Created and developed the company’s New Hire’s Manual, Leader’s Manual, and Sales Manual.
- Developed and organized weekly training calls for all leaders and owners.
- Developed new relationships and potential contracts: Energy-Alpha Gas and Electric, Greenlight Energy, Amplified Power and Gas, Power Plus, Public Power, Starion Energy, Spark Energy, Summer Energy, Oasis Energy, Think Energy, Metromedia, AEP, and Liberty Power. Lifeline/Other-Assurance Wireless, Budget Mobile, AT&T Business in a Box (BIB), Credit Card Processing, Yellowstone Capital, and Go-Accredit.
- National Account Manager for Green Mountain Energy Retail and Assurance Wireless; develop and oversee all strategic partnerships and alliances that grow the program either directly and/or indirectly.
- Assisted more than 10 existing markets with leadership and growth.
- Member of the company’s Inner Leadership Core Group; weighs in on the direction and vision of the company.

2020 Companies, Fort Worth, Texas

2005-2009

DIRECTOR OF SALES

Promoted to take leadership role after pioneering new vertical product lines for the company. Managed major client relationships with Verizon, BellSouth, Clearwire, Direct Energy, among others, on behalf of the company. Designed and executed recruiting and training systems to develop new managers for the company.

- Won accolades from senior management as one of the company's "Rising Star" in 2005, 2006, 2007, and "Pioneer Award" in 2008 based on new campaign expansions, sales talent management, and client rapport.
- Facilitated average weekly consumer-direct sales of \$60,000 to \$100,000
- Operated and managed sales teams in Florida, North Carolina, Tennessee, Georgia, Missouri, Kansas, Texas, Louisiana, Illinois, New York, Massachusetts, Connecticut, New Hampshire, Vermont, and California.
- Directly managed 6 regional managers with 18 general managers; indirectly managed 75 sales representatives.

2020 Companies, Fort Worth, Texas

2004-2005

SALES REPRESENTATIVE

Performed D2D sales on behalf of Verizon, SBC, and BellSouth. Participated in weekly sales trainings.

- Averaged 20 personal sales and \$4,000 in revenue per week.
- Recognized as a "Top Performer" in the office and promoted to General Manager, within six months of joining the company based on performance.
- Trained more than 30 peer sales representatives within first three months of joining the company.

Tarrant County Roofing, Fort Worth, Texas

2001-2004

REGIONAL SALES MANAGER/PROJECT MANAGER

Generated and qualified leads for property inspections. Participated in weekly sales trainings. Provided customer dispositions to tailor roofing needs for the customer.

- Averaged 2 personal sales and \$10,000 in revenue per week.