

ORIGINAL
07736



City of Peoria, Arizona Request for Quotation



Request for Quotation No **Q09-06** Bid Due Date **January 21, 2009**
 Materials and/or Services **Photography Services for Sports Program** Time **5 00 P M AZ Time**
 Contact **Christine Finney**
 Location **City of Peoria, Materials Management** Phone **(623) 773-7115**
 Mailing Address **8314 West Cinnabar Avenue, Peoria, AZ 85345**

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location **8401 W Monroe, Peoria, Arizona 85345** Buyer **Christine Finney**

Vendor Quotation

Company Name	Address	City	State	Zip Code	Telephone
DPhoto AZ	1930 E. Harrison St	Gilbert	AZ	85295	480 600-8934
<i>[Signature]</i>	Derek Palosaari	owner			1-20-2009
Signature	Typed Name	Title			Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc, and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by

[Signature]
 Mary Jo Kief, City Clerk

City of Peoria, Arizona Eff Date 3/11/09

[Signature]
 Approved by J P de la Montagne, Community Services Director

Ellen Van Riper, Assistant City Attorney

[Signature]
 Approved as to Form Stephen M Kemp, City Attorney

Awarded on 3/10/09

ACON10809
 Contract Number



Official File

[Signature]
 Herman F Koebergen, Materials Manager

Q09-06
CITY OF PEORIA YOUTH SPORTS PROGRAM
PHOTOGRAPHY

D PHOTO AZ, LLC
dba DPHOTO YOUTH SPORTS PHOTOGRAPHY
DEREK & DESIRAE PALOSAARI
1930 E. HARRISON ST.
GILBERT, AZ 85295
480-600-8934

DPHOTO AZ, LLC Q09-06

OVERALL EXPERIENCE

- a **Derek Palosaari, owner of DPhoto AZ, has been taking Action, Team and Individual photos since 2003**

Past experience consists of working as a photographer with YSPN in Park City Utah at 2007 and 2008 TCS World Series of Softball Approximately 200 teams with Action, Team and Individual photos taken

DPhoto was contracted by TCS for 2007 Baseball by the Bridge for Action Photography with on site sales and team pictures Tournament consisted of approx. 40 teams.

DPhoto was contracted by USSSA Softball for 2007 and 2008 World Series of Softball in Peoria, AZ For Action Photography with on site sales. Approx. 50 teams.

DPhoto was hired by Lil' Learners preschool for individual and class photos. Approx. 60 students

DPhoto most recently and are currently taking photos for the City of Peoria Fall and Winter Youth Sports Program

- b. **Staff Experience varies due to location, time and size of job Staff consists of photographers, photographer assistants and greeters. Greeters and photographer assistants require organizational skills, knowledge of products, customer service experience and the ability to work with children All photographers must have past photography experience Photographers must present DPhoto with a portfolio for review and past references during interview process In addition, photographers must possess customer service skills and the ability to work well with children**

COST CONSIDERATIONS

a SERVICE ENHANCEMENTS

- 1 The City has 2 options for reimbursement \$2 00 per package sold or \$1 00 per participant registered All order forms are available for City review upon their request Any additional revenue generated by the City for tournament events will be 10% of net profit All receipts will be available for City review upon their request
- 2 DPhoto will provide Head Coach with a team picture and plaque or equivalent Head and 1 assistant coach will also be given free of charge 5x7 coach/kid picture
- 3 DPhoto will provide complimentary event photography in digital format on CD at the following City of Peoria of Events Coach Appreciation day in May, TBall Classic in March, District and State Hershey Track Meet in May and June, AZ Senior Olympics-Softball/Basketball competitions in Feb and March Other special tournaments and events will be done with 14 day notice The City of Peoria will be DPhoto's first priority in scheduling all other special tournament and events
- 4 DPhoto is available for Action Photography at special tournaments and events We provide viewing stations for families to view photos We have customized products as well as on site printing

b COST CONSIDERATIONS

- 1 Please see enclosed sample order forms
- 2 DPhoto will customize order forms and pricing per season to best meet the needs of our clients We are constantly searching for new and updated merchandise to offer with the highest quality and lowest prices Due to the current economic crisis, we feel all families should be able to afford a picture for their child, with this mind, we will adjust our prices accordingly for each season Our package prices will stay within \$12 00 to \$30 00



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

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Fax (623) 773-7118

- 1 **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation
- 2 **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
- 3 **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
- 4 **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
- 5 **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
- 6 **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
- 7 **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
- 8 **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
- 9 **New:** All items shall be new, unless otherwise stated in the specifications.
- 10 **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
- 11 **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



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

- 1 **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies
 - a The submission of the offer did not involve collusion or other anti-competitive practices
 - b The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456
 - c The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
- 2 **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
- 3 **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

This contract is subject to the provisions of ARS §38-511, the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- 4 **LEGAL REMEDIES.** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
- 5 **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements.



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

- 6 **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
- 7 **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
- 8 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
- 9 **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 10 **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 11 **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 12 **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 13 **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
- 14 **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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

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

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

- 17 **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence Without limiting the foregoing, force majeure includes acts of God acts of the public enemy, war, acts of terror, hate crimes affecting public order, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority, events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract

Force majeure shall not include the following occurrences

- a Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- b Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract

- 18 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract



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- 19 **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City
- 20 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded
- 21 **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties Additional warranty requirements may be set forth in the solicitation
- 22 **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor If so returned, all costs are the responsibility of the Contractor The City may elect to do any or all
- a Waive the non-conformance
 - b Stop the work immediately
 - c Bring material into compliance
- This shall be accomplished by a written determination for the City
- 23 **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract
- 24 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole
- 25 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole
- 26 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials
- 27 **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City
- 28 **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract
- 29 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City
- 30 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying



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the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

- 31 **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 32 **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
- 33 **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
- 34 **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
- 35 **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
- 36 **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number Q09-06

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1 **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Photography Services for Peoria Sports Programs**

2 **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3 **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4 **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.

5 **Cooperative Purchasing.** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract, the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6 **Contract Type:** Fixed Price

7 **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

8 **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

9 **Evaluation Criteria:**

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- A Experience,
- B Cost Considerations,
- C Similar Past Clients,
- D Conformance to Request for Proposals

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.



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- 10 **Submittal Requirements:** Proposal Submittal & Content Requirements are outlined in detail on Pages 18-19.
- 11 **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
- 12 **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 13 **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
- 14 **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
- 15 **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
- 16 **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.
- 17 **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
- 18 **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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



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

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

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

19 Required Insurance Coverage

a Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy.



SPECIAL TERMS AND CONDITIONS

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limit

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor

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

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

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

All Certificates of Insurance shall be identified with bid serial number and title A \$25 00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title

21 **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City

22 **Independent Contractor:**

a General

- i The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria
- ii Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere

b Liability

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

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

c Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health



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insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

- 23 **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- 24 **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.
- 25 **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
- 26 **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- 27 **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
- 28 **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
- 29 **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.



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- 30 **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards
- 31 **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
- 32 **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a report (format of the report to be mutually agreed upon) delineating the number of items by type and the dollar value of acquisitions for each department.
- 33 **Confidential Information:**
- a If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
- 34 **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
- 35 **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
- 36 **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
- 37 **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a The contractor provides material that does not meet the specifications of the contract,
 - b The contractor fails to adequately perform the services set forth in the specifications of the contract,
 - c The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract,



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- d The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract

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

- a Cancel any contract,
- b Reserve all rights or claims to damage for breach of any covenants of the contract,
- c Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor,
- d In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by
 - i Deduction from an unpaid balance,
 - ii Collection against the bid and/or performance bond, or,
 - iii Any combination of the above or any other remedies as provided by law

- 38 **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances

- a If the contractor fails to make delivery of the supplies or to perform the services within the time specified, or
- b If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice

- 39 **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances

- a If the contractor fails to make delivery of the supplies or to perform the services within the time specified, or
- b If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services



SCOPE OF WORK

Materials Management Procurement

Solicitation Number: Q09-06

8314 West Cinnabar Street
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I. BACKGROUND AND INTENT

The City of Peoria is seeking a photographer to provide professional photography services for City operated & sponsored sports programs to include events and tournaments at the various community parks and pools throughout the City, such as the Rio Vista Recreation Center and the Peoria Sports Complex (does not include Spring Training events) It is also the intent of the City to consider a sharing of revenues based on photography items sold by the vendor to sports participants

The City of Peoria is looking to streamline the photography process in order to deliver a high quality product that is reasonable in cost for the customer The City's goal is 100% customer satisfaction in both the quality of the pictures and delivery of product to the participant The City also expects the contractor to make all the photography arrangements while minimizing City staff involvement in the process

II. YOUTH SPORTS PROGRAMS

The City of Peoria Youth Sports Program typically consists of four seasons per year with approximately 2000 participants per season The various sports to be covered include but are not limited to, soccer, flag football, fast-pitch softball, volleyball, basketball, t-ball, coach-pitch baseball, tennis and kickball

Youth Fall and Spring (soccer, flag football, volleyball, t-ball, coach-pitch baseball, kickball and tennis) are the City's largest seasons with more than 165 teams playing at as many as nine individual sites on any given Saturday during the season

Fall and Spring:	8 week season
Rio Vista	48 teams-soccer, t-ball, kickball
Windrose	24 teams-coach pitch, t-ball
Paseo Verde	36 teams-flag football
Sunrise Mtn	44 teams-soccer
Volleyball	14 teams at 4 sites (50-60 total teams)
Tennis	32 individuals at 4 sites

Youth Winter and Summer (fast-pitch softball, basketball, volleyball and tennis) tend to be somewhat smaller with closer to 120 teams at 6 or 7 individual sites

Winter and Summer:	8 week season
Rio Vista	20 teams-fast pitch softball
Basketball	55 teams at 5 sites
Volleyball	36 teams at 5 sites
Tennis	32 individuals at 4 sites
Swim	3 teams, 609 individuals



SCOPE OF WORK

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III. REQUIREMENTS

A Contractor shall provide all personnel, labor and equipment necessary for the photography at no cost to the City. Contractor requirements include but are not limited to the following:

- 1) All photography staff must dress in a professional, identifiable manner at all times
- 2) Photographer must attend coaches meeting to distribute picture packet information to team coaches. City staff will not be involved in packet or information distribution.
- 3) Photographer must coordinate shoot schedule with City staff
- 4) Photographer must provide their own electrical power for photo shoot
- 5) All pictures to be taken at game sites on game days
- 6) No pictures to be taken on first game day of the season
- 7) All photos will be delivered directly to the coach or team no later than the seventh Saturday of the season
- 8) Contractor shall have the capability to provide multiple photographers per site as needed depending on the number of teams playing

IV. FINGERPRINT CHECKS

Contractor shall submit a full set of fingerprints to the City of Peoria of any person who will have unsupervised contact with minors while performing the services outlined in this contract. The City of Peoria shall conduct a fingerprint check for the purpose of obtaining a state and federal criminal records in accordance with A R S 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the City. Contractor, subcontractors, vendors and their employees shall not provide services on City property until authorized by the City.

V. PAYMENT:

The Contractor's reimbursement for services provided shall be directly from the sports participant (individual). The City shall not be responsible for collecting



SCOPE OF WORK

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payment for the contractor The City shall not be responsible for the collection of unpaid debt between the contractor and the participant

In addition, any shared revenues owed to the City shall be made within fourteen (14) calendar days of the event All checks shall be made payable to the City of Peoria, Community Services Department and shall be mailed to the following address

City of Peoria Community Services Department
Attn Brenda Rehnke, Recreation Manager
8401 W Monroe Street
Peoria, Arizona 85345

VI. SERVICE ENHANCEMENTS:

Service enhancements that the City may consider are outlined below.

- Reimbursement to the City based on number of packages sold or revenue generated at tournament events (provide a verifiable tool to account for all picture purchases)
- Team picture and plaque or equivalent to be provided free of charge to coaches
- Complimentary event photography in digital format on CD at the following City of Peoria events.
 - Coach Appreciation Day in May
 - T-Ball Classic in March
 - District and State Hershey Track Meet in May and June
 - Arizona Senior Olympics-Softball/Basketball competitions in February and March
 - Other special tournaments and events
- Additional service enhancements not mentioned above that the vendor is willing to provide



SUBMITTAL REQUIREMENTS

Solicitation Number: Q09-06

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I. PROPOSAL FORMAT.

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in this Request for Quotation

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission. Failure to provide the following information may result in proposal rejection.

A Overall Experience

- a Firm's Experience
- b Staff's Experience

B Cost Considerations

- a Service Enhancements Proposal – See Page 17
- b Cost Proposal – Indicate photo package pricing that will be provided to participants

C Similar Past Clients – Minimum of three (3) owner references for similar types of projects (Complete Page 20)

D Conformance to RFP – Failure to provide all requested information may result in Vendor's proposal being rejected as non-responsive

- a Complete and return all City forms (p 1, p 20-23)
- b Exceptions – Any exceptions to any part of the RFP must be clearly noted and identified on Page 21

III. EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance

- A Experience,
- B Cost Considerations,
- C Similar Past Clients,
- D Conformance to Request for Proposals

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations



SUBMITTAL REQUIREMENTS

Solicitation Number: Q09-06

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IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M., Arizona Time, on January 21, 2009.

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

City of Peoria
Materials Management
RFQ# Q09-06, Photography Services for Sports Program
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package

No faxed or electronic proposals will be considered

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

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



QUESTIONNAIRE

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

1. Company City of Peoria
 Contact Marc Brust Phone 623-773-7129
 Address 9875 N. 85th Ave
Peoria, AZ 85345
 Project Name Youth Sports Fall Program
 Project Description Individual + Team pictures
 Dollar Value Approx. \$14,000.00 net

2. Company USSSA
 Contact Tom Carle Phone 520-906-4330
 Address Touson, AZ
 Project Name World Series of Softball
 Project Description Opening + Awards Ceremonies, ACTION, ON site viewing + sales
 Dollar Value Approx \$4,000.00 net

3. Company TCS
 Contact Tony Alba Phone 480-563-7500
 Address Gilbert, AZ
 Project Name Baseball by The Bridge
 Project Description Team + Action . ON site viewing + sales
 Dollar Value Approx \$2,000.00 net



QUESTIONNAIRE

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Bidders are to indicate below any exceptions they have taken to the Contract Terms or Scope of Work:

WORKMANS COMP. INSURANCE

DPhoto does not employ permanent employees. All persons hired by DPhoto are 1099 and considered self employed, therefore negating the necessity for workman's comp. insurance. All subcontractors will be required to show proof of insurance.



QUESTIONNAIRE

**Materials Management
Procurement**

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Fax (623) 773-7118

Solicitation Number. **Q09-06**

Attach a copy of your Business License to your bid submittal.



ARIZONA DEPARTMENT OF REVENUE
 LICENSE & REGISTRATION SECTION
 1600 WEST MONROE
 PHOENIX, ARIZONA 85007-2650

EFFECTIVE DATE
 January 2, 2009

TRANSACTION PRIVILEGE TAX LICENSE
 -NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A R S Title 42, Chapter 5, Article 1

0800015244077

20412457

ALL communications and reports MUST REFER to this LICENSE NO

Issued To

D PHOTO AZ LLC
 D PHOTO SPORTS PHOTOGRAPHY
 1930 E HARRISON ST
 GILBERT AZ 85295

BUSINESS CLASS

017 Retail

Location

D PHOTO SPORTS PHOTOGRAPHY
 1930 E HARRISON ST
 GILBERT AZ 85295

PROGRAM CITIES

MARICOPA

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.

Please note that the following receipt(s) is only for your records and does not indicate the acceptance. The actual approval of your application is subject to the prevailing tax laws

City Of Peoria Business License Application



City Of Peoria
8401 W. Monroe St.
Peoria, AZ 85345
(623) 773 - 7160

e-Tax services registration confirmation ID - 1232137603546

SECTION I. BUSINESS INFORMATION

Business Name:

DPHOTO AZ LLC

Address:

1930 , EHARRISONST

Apt/Suite#

GILBERTAZ85295

Phone# (480)600 -8934

Email derek@dphotoaz.com

FEIN 263321188

Start Date01/16/2009

SECTION II. MAILING ADDRESS & PHONE NUMBER

DEREK PALOSAARI

D PHOTO AZ

Address:

1930 , EHARRISONST

Apt/Suite#

GILBERTAZ85295

Phone# (480)600-8934

EmailDEREK@DPHOTOAZ.COM

SECTION III. BUSINESS OWNERSHIP & RECORD LOCATION

Ownership TypeLimited Liability Corporation

Contact TypeLLC Member

NameDESIRAE PALOSAARI

SSN#568952865

Address:

1930 , EHARRISONST

Apt/Suite#

GILBERTAZ85295

Phone# (480) 600-8934

Email

Corporate or LLC statutory agent

Name

Phone#

Location where business records are kept

Address:

1930, E HARRISON ST

Apt/Suite#

GILBERT AZ 85295

Phone# (480) 600-8934

Email

SECTION IV. BUSINESS TYPE

Business Type, Retail Sales

Details youth sports photography and picture sales

Method you will use in submitting reports ACCR

SECTION V. BUSINESS PREMISES STATUS

Do you own your business location N

If yes, Is this your residence Y

If no, complete the Landlord/Property Manger information

Landlord/Property Manger Name BRIAN VICINI

Address:

1837, S VOYAGER DR

Apt/Suite#

GILBERT AZ 85296

Phone#

Email

I certify that the statements made in this application are true and complete to the best of my knowledge. I accept the license authorized and issued in response to this application with the condition that I report timely and pay any and all taxes due by me to the city Incomplete forms may not be processed

IF APPLICABLE, BE SURE ALL SALES TAX HAS BEEN PAID BY FORMER OWNER BY LAW YOU MAY BE LIABLE FOR ANY UNPAID TAX



Payment
City of Peoria
8401 W.Monroe Street
Peoria, Az 85345
(623)773-7160

Confirmation ID	1232137603546	Received Date	2009/01/16
Name	D PHOTO AZ LLC	Address	1930 , E HARRISON ST
		Apt/Suite#	GILBERT , AZ , 85295
Phone#		Email	
License Number	NewAccount#	Tax Type	PLL
Tax Period	2009/12/31	Net Due Amount	\$70.00

INSURANCE COMPANY

TAILORED PROTECTION POLICY DECLARATIONS

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Effective 07-17-2008

AGENCY THE MAHONEY GROUP

25-0191-00

MKT TERR 075

(520) 795-8511

POLICY NUMBER

084625-45713192-08

INSURED

DEREK PALOSAARI

D PHOTO SPORTS PHOTOGRAPHY

C/O DEREK PALOSAARI

ADDRESS

1930 E HARRISON ST

GILBERT, AZ 85295-5168

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
07-17-2008^{to} 07-17-2009

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	2,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000

Commercial General Liability Plus Endorsement 55091

Damage to Premises Rented to You (Fire, Lightning, Explosion, And Water Damage)	300,000 Any One Premises
Medical Payments	10,000 Any One Person
Hired Auto & Non-Owned Auto	1,000,000 Each Occurrence

Expanded Coverage Details See Form.

Extended Watercraft

Personal Injury Protection

Broadened Supplementary Payments

Broadened Knowledge Of Occurrence

Additional Products-Completed Operations Aggregate

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Annual Audit

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) 55146 (06-04) 55091 (08-05)
IL0021 (11-85) 55296 (07-05) 55300 (07-05) IL0258 (07-89) IL0017 (11-85)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 1930 E Harrison St
Gilbert, AZ 85295-5168

TERRITORY: 001 COUNTY: Maricopa

Classification	Subline	Premium Basis	Rates	Premium
Commercial General Liability Plus Endorsement Included At 7% Of The Premises Operation Premium	Prem/Op	Prem/Op Prem Inc	Inc	Inc

AUTO-OWNERS INS. CO.

AGENCY THE MAHONEY GROUP
25-0191-00 MKT TERR 075

Company POLICY NUMBER 084625-45713192-08
Bill

INSURED DEREK PALOSAARI

Term 07-17-2008 to 07-17-2009

COMMERCIAL GENERAL LIABILITY COVERAGE

Photographers	CODE 16471		Gross Sales	Each 1000	
		Prem/Op	30,000	2.484	\$75.00
		Prod/Comp Op	30,000	.015	\$1.00

TERRORISM - CERTIFIED ACTS SEE FORM 59350, 55405, 59390 \$1.00

LOCATION 001 PREMIUM \$77.00

Auto-Owners

Page 1

55056 (07-87)

Issued 08-06-2008

TAILORED PROTECTION POLICY DECLARATIONS

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Effective 07-17-2008

AGENCY THE MAHONEY GROUP
25-0191-00 MKT TERR 075 (520) 795-8511

POLICY NUMBER 084625-45713192-08

INSURED DEREK PALOSAARI
D PHOTO SPORTS PHOTOGRAPHY
C/O DEREK PALOSAARI
ADDRESS 1930 E HARRISON ST

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
07-17-2008	to 07-17-2009

GILBERT, AZ 85295-5168

SUPPLEMENTAL DECLARATIONS

INLAND MARINE COMMERCIAL ARTICLES FLOATER FORM 16197

NIKON D200 CAMERA 21 17510	\$ 950
NIKON NIKKOR AK-S 18 X70MM 1:3.5 -4.5GED	150
NIKON SB 880 FLASH	300
NIKON 80-200 1:2.8 ED	600
TOTAL FOR THIS FORM	\$2,000



QUESTIONNAIRE

Materials Management Procurement

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

Solicitation Number: **Q09-06**

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

If yes, please provide details and documentation of the certification

Cash or Checks Only
 Make Checks Payable to

DPhoto Sports Photography

480-600-8934



PACKAGE A \$30
8X10 MEMORY MATE
(2) 5X7 INDIVIDUAL
(4) 31/2X5
1 BUTTON
12 TRADING CARDS

PACKAGE B \$22
8X10 MEMORY MATE
(1) 5X7 INDIVIDUAL
(2) 31/2X5
(4) WALLETS
PACKAGE C \$12
(1) 5X7 TEAM
(2) 31/2X5 INDIVIDUAL

Player Name	
Player #	
Phone #	
Sport	
Team Name	
Team Colors	
Jersey Color	

ADD ON's w/ pkg purchase	Quantity	Total
12 Trading Cards \$15 00	X	\$
5 Sport Tickets \$8 00	X	\$
Player Button \$6 00	X	\$
8 Wallets \$6 00	X	\$
5x7 \$7 00 Team or Individual (circle one)	X	\$
8x10 \$12 00 Team or Individual (circle one)	X	\$
8x10 Memory Mate \$15 00	X	\$
8X10 Magazine Cover \$15 00	X	\$
PACKAGE CHOICE		\$
GRAND TOTAL		\$\$
PAYMENT TYPE	Cash	check #

TRADING CARDS INFORMATION

Position	League	Coach	Age	Height	Weight	Hometown

Cash or Checks Only • Make Checks Payable to

DPhoto

Sports Photography

480-600-8934

Memory Mate • Trading Cards • Magazine Cover • Sports Tickets

Not responsible for illegible or misspelled names.
Returned check fee \$25.00

Player Name	
Parent / Guardian Name	
Phone #	
Email	
Sport	
Jersey #	
Team Name	
Team Color(s)	
Hair Color	

TRADING CARD INFORMATION

Position	Jersey #	Coach	Age	Height	Weight	Hometown

PACKAGE INFORMATION

PACKAGE A — \$23

8 x 10 Digital GroupMate
(2) 5 x 7 (4) 3 5 x 5
(8) Wallets

PACKAGE B — \$18

8 x 10 Digital GroupMate
(1) 5 x 7 (1) 3 5 x 5
(4) 1/2 Wallets

PACKAGE C — \$15

Cardboard SportsMate
(1) 5 x 7 (1) 3 5 x 5
(4) 1/2 Wallets

PACKAGE CHOICE (check one) A B C

PURCHASE INFORMATION

ADD ON'S with Package Purchase	Quantity	Total
12 Trading Cards \$16 00	X	\$
5 Sport Tickets \$10 00	X	\$
2 Player Buttons \$10 00	X	\$
4 Wallets \$5 00	X	\$
2 Personalized 5 x 7 \$12 00	X	\$
8 x 10 Magazine Cover \$15 00	X	\$
Sports Ball - Team or Individual Photo \$25	X	\$
8 x 10 Digital Memory Mate \$15 00	X	\$
5 x 7 Team Photo \$7 00	X	\$
(2) 3 5 x 5 Magnet \$10 00	X	\$
5 x 7 Statuette \$25 00	X	\$
8 x 10 GroupMate Plaque \$30 00	X	\$
6 x 6 Home Plate Plaque \$28 00	X	\$
GRAND TOTAL		\$
PAYMENT TYPE <input type="checkbox"/> Cash <input type="checkbox"/> Check — Check # _____		

Cash or Checks Only • Make Checks Payable to

DPhoto Sports Photography

480-600-8934

Memory Mate • Trading Cards • Magazine Cover • Sports Tickets

Not responsible for illegible or misspelled names
Returned check fee \$25 00

Player Name	
Parent / Guardian Name	
Phone #	
Email	
Sport	
Jersey #	
Team Name	
Team Color(s)	
Hair Color	

TRADING CARD INFORMATION

Position	Jersey #	Coach	Age	Height	Weight	Hometown

PACKAGE INFORMATION

PACKAGE A — \$23

8 x 10 Digital GroupMate
(2) 5 x 7 (4) 3 5 x 5
(8) Wallets

PACKAGE B — \$18

8 x 10 Digital GroupMate
(1) 5 x 7 (1) 3 5 x 5
(4) ½ Wallets

PACKAGE C — \$15

Cardboard SportsMate
(1) 5 x 7 (1) 3 5 x 5
(4) ½ Wallets

PACKAGE CHOICE (check one) A B C

PURCHASE INFORMATION

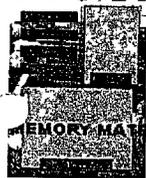
ADD ON'S with Package Purchase	Quantity	Total
12 Trading Cards \$16 00	X	\$
5 Sport Tickets \$10 00	X	\$
2 Player Buttons \$10 00	X	\$
4 Wallets \$5 00	X	\$
2 Personalized 5 x 7 \$12 00	X	\$
8 x 10 Magazine Cover \$15 00	X	\$
Sports Ball - Team or Individual Photo \$25	X	\$
8 x 10 Digital Memory Mate \$15 00	X	\$
5 x 7 Team Photo \$7 00	X	\$
(2) 3 5 x 5 Magnet \$10 00	X	\$
5 x 7 Statuette \$25 00	X	\$
8 x 10 GroupMate Plaque \$30 00	X	\$
6 x 6 Home Plate Plaque \$28 00	X	\$
GRAND TOTAL		\$
PAYMENT TYPE <input type="checkbox"/> Cash <input type="checkbox"/> Check — Check # _____		

Cash or Checks Only

Make Checks Payable to

DPhoto Sports Photography

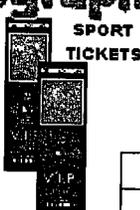
480-600-8934



TRADING CARDS



MAGAZINE COVER



SPORT TICKETS

PACKAGE A \$30
8X10 MEMORY MATE
(2) 5X7 INDIVIDUAL
(4) 3 1/2X5
1 BUTTON
12 TRADING CARDS

PACKAGE B \$22
8X10 MEMORY MATE
(1) 5X7 INDIVIDUAL
(2) 3 1/2X5
(4) WALLETS
PACKAGE C \$12
(1) 5X7 TEAM
(2) 3 1/2X5 INDIVIDUAL

Player Name	
Player #	
Phone #	
Sport	
Team Name	
Team Colors	
air Color	

TRADING CARDS INFORMATION

Position	League	Coach	Age	Height	Weight	Home town

ADD ON's w/ pkg purchase	Quantity	Total
12 Trading Cards \$15 00	X	\$
5 Sport Tickets \$8 00	X	\$
Player Button \$6 00	X	\$
8 Wallets \$6 00	X	\$
5x7 \$7 00		
Team or Individual (circle one)	X	\$
8x10 \$12 00		
Team or Individual (circle one)	X	\$
8x10 Memory Mate \$15 00	X	\$
8X10 Magazine Cover \$15 00	X	\$
PACKAGE CHOICE		\$
GRAND TOTAL		\$\$
PAYMENT TYPE	Cash	check #