



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Christine Finney

Solicitation No. Q11-04 Page 1 of 1
Description: Awards & Plaques
Amendment No. Four (4) Date: 8/5/14

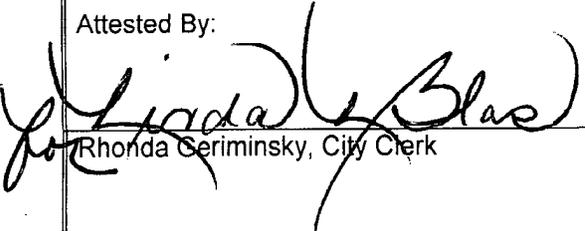
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/25/14. *LAST YEAR OF CONTRACT*

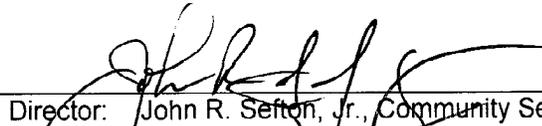
The New Contract Term Is: 10/26/14 to 10/25/15

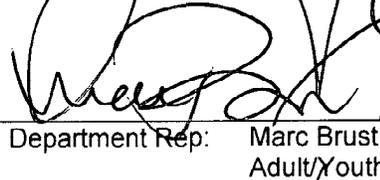
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	10-2014	Craig Carter, Owner	Awards by C&L	
Signature	Date	Typed Name and Title	Company Name	
8273 W. Washington	Peoria	AZ	85345	
Address	City	State	Zip Code	

Attested By:


Rhonda Ceriminsky, City Clerk


Director: John R. Sefton, Jr., Community Services Director


Department Rep: Marc Brust, Recreation Supervisor
Adult/Youth Sports


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
Oct. 23, 2014, at Peoria, Arizona


Dan Zenko, Materials Manager



City Seal

Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

ACON50210D



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. Q11-04 Page 1 of 1
Description: Awards & Plaques
Amendment No. Three (3) Date: 8/20/13

Buyer: Christine Finney

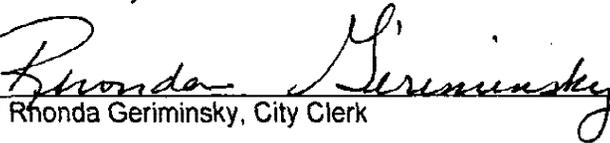
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/25/13.

The New Contract Term Is: 10/26/13 to 10/25/14

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

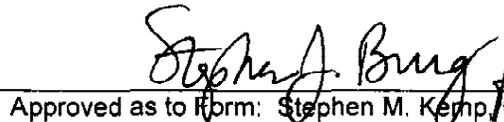
	9-17-13	Craig Carter, Owner	Awards by C&L
Signature	Date	Typed Name and Title	Company Name
8273 W. Washington	Peoria	AZ	85345
Address	City	State	Zip Code

Attested By:


Rhonda Geriminsky, City Clerk


Director John R. Sefton, Jr., Community Services Director


Department Rep: Marc Brust, Recreation Supervisor
Adult/Youth Sports


Approved as to Form: Stephen M. Kemp, City Attorney



CC Number

ACON50210C
Contract Number

The above referenced Contract Amendment is hereby Executed

October 9, 2013 at Peoria, Arizona


Dan Zenko, Materials Manager

City Seal

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(Rev 07/05/11)

Official File

CON 50210C



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. Q11-04 Page 1 of 1
Description: Awards & Plaques
Amendment No. Two (2) Date: 8/3/11

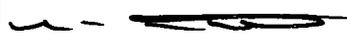
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/25/12.

The New Contract Term:

Contract Term: 10/26/12 to 10/25/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

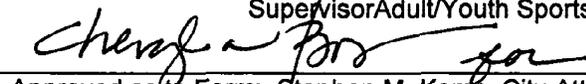
	8-10-12	Craig Carter, Owner	Awards by C&L
Signature	Date	Typed Name and Title	Company Name
8273 W. Washington	Peoria	AZ	85345
Address	City	State	Zip Code

Attested By:


Rhonda Geriminsky
City Clerk


Director: Community Services Director

Department Rep: Marc Brust, Recreation
Supervisor Adult/Youth Sports


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

August 21, 2012 at Peoria, Arizona


Dan Zenko, Materials Management Supervisor



City Seal

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(Rev 07/05/11)

Official File

CC Number
ACON50210B
Contract Number



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. Q11-04 Page 1 of 1
Description: Awards & Plaques
Amendment No. One (1) Date: 8/3/11

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/25/11.

The New Contract Term:

Contract Term: 10/26/11 to 10/25/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>8-31-11</u>	Craig Carter, Owner	Awards by C&L
Signature	Date	Typed Name and Title	Company Name
<u>8273 W. Washington</u>		<u>Peoria</u>	<u>AZ</u>
Address		City	State
			<u>85345</u>
			Zip Code

Attested By:



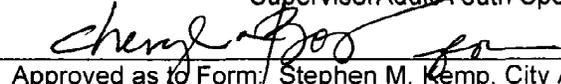
Wanda Nelson, City Clerk



Director: Jeff Tyne, Interim Community Services Director



Department Rep: Marc Brust, Recreation Supervisor Adult/Youth Sports



Approved as to Form: Stephen M. Kemp, City Attorney

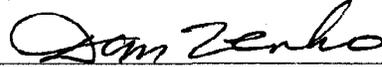


CC Number

ACON50210A
Contract Number

The above referenced Contract Amendment is hereby Executed

September 8, 2011, at Peoria, Arizona



Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 07/05/11)

Official File



City of Peoria, Arizona Request for Quotation



Request for Quotation No: Q11-04 Bid Due Date: October 4, 2010
 Materials and/or Services: Awards & Plaques Time: 5:00 P.M. AZ Time
 Location: City of Peoria, Materials Management Contact: Christine Finney
 Phone: (623) 773-7115
 Mailing Address: 9875 N. 85th Ave., 2nd Floor, 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: Various locations within Peoria, Arizona Buyer: Christine Finney

Vendor Quotation

Delivery shall be made 12 Calendar days after receipt of order.

Payment Terms: Net 30

Company Name	Address	City	State	Zip Code	Telephone
Awards by CLK	8273 W. Washington	Peoria	AZ	85345	978.9050

[Signature] Craig Carter Owner 10-1-10
 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]
 City Clerk

City of Peoria, Arizona. Eff. Date: Oct. 26, 2010
[Signature]
 Approved by: J.P. de la Montagne, Community Services Director
Ellen Van Riper, Assistant City Attorney



CC
ACON 50210
 Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

Awarded on Oct. 25 2010

[Signature]
 n F. Koebergen, Materials Manager



City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

October 11, 2010

Awards by C&L
Attn: Craig Carter, Owner
8273 W. Washington Street
Peoria, Arizona 85345

Re: Q11-04, Awards & Plaques, Request for Clarification & Request for Samples

Dear Mr. Carter:

The City of Peoria has received your bid for Q11-04, Awards & Plaques. Per the solicitation Special Terms & Conditions, Page 13, Paragraph 33, Samples, the City is hereby requesting product samples from your company of the items you intend to provide to the City if awarded a contract. Please provide samples for all items bid; 1) Youth sports trophy, 2) Adult sports award, 3a) 8 ½ x 11 certificate plaque (clear acrylic), 3b) 8 ½ x 11 certificate plaque (non-glare acrylic) and 4) Ribbons.

In addition, the City would like clarification on your pricing for ribbons. The solicitation Specifications, Page 17, Paragraph D, Ribbons, Subparagraph 2, states "*Ribbons must be personalized with up to 5 different logos with 1st – 8th place per logo*". This would mean up we would need up to 40 different designs per order. Your bid indicated a minimum order of 5,000 pieces. Does this 5,000 minimum include the required 40 different designs? For example, if the City placed an order for only 125 of each of the 5 logos, and each logo needed to come in 8 different colors, this would be a total order of 5,000 pieces (125 each x 8 places x 5 logos) = total order quantity of 5,000. Does that scenario meet your minimum order requirements?

A response to this Request for Clarification and Request for Samples is required no later than October 14, 2010. The response and samples should be delivered to my attention at 9875 N. 85th Avenue, 2nd Floor.

If you have any questions or require additional information, please contact me at (623) 773-7531.

Sincerely,

A handwritten signature in cursive script that reads "Christine Finney".

Christine Finney, CPPB, Buyer II
City of Peoria – Materials Management

**Q11-04, Awards & Plaques
Award Summary Worksheet
Awards by C & L**

YOUTH LEAGUE AWARDS			
Fall Youth Sports	Quantity	Unit Price	Ext Price
Volleyball	600	\$2.90	\$1,740.00
Soccer	750	\$2.90	\$2,175.00
Coach Pitch Baseball	200	\$4.30	\$860.00
T-Ball	200	\$4.30	\$860.00
Kickball	50	\$5.40	\$270.00
Flag Football	400	\$3.25	\$1,300.00
Tennis	50	\$5.40	\$270.00
Girls Fastpitch Softball	250	\$4.30	\$1,075.00
Subtotal Fall	2,500		\$8,550.00
Winter Youth Sports	Quantity	Unit Price	Ext Price
Basketball	700	\$2.90	\$2,030.00
Volleyball	550	\$2.90	\$1,595.00
Coach Pitch Baseball	200	\$4.30	\$860.00
Subtotal Winter	1,450		\$4,485.00
Spring Youth Sports	Quantity	Unit Price	Ext Price
Soccer	750	\$2.90	\$2,175.00
T-Ball	225	\$4.30	\$967.50
Kickball	50	\$5.40	\$270.00
Flag Football	400	\$3.25	\$1,300.00
Tennis	50	\$5.40	\$270.00
Girls Fastpitch Softball	250	\$4.30	\$1,075.00
Subtotal Spring	1,725		\$6,057.50
Summer Youth Sports	Quantity	Unit Price	Ext Price
Basketball	700	\$2.90	\$2,030.00
Volleyball	550	\$2.90	\$1,595.00
Subtotal Summer	1,250		\$3,625.00
ADULT LEAGUE AWARDS			
		C&L	
Fall Adult Sports	Quantity	Unit Price	Ext Price
Softball	12	\$10.00	\$120.00
Soccer	2	\$10.00	\$20.00
Flag Football	2	\$10.00	\$20.00
Basketball	4	\$10.00	\$40.00
Indoor Volleyball	5	\$10.00	\$50.00
Sand Volleyball	3	\$10.00	\$30.00
Subtotal Fall	28		\$280.00

Winter Adult Sports	Quantity	Unit Price	Ext Price
Softball	12	\$10.00	\$120.00
Subtotal Winter	12		\$120.00
Spring Adult Sports	Quantity	Unit Price	Ext Price
Softball	12	\$10.00	\$120.00
Flag Football	2	\$10.00	\$20.00
Basketball	4	\$10.00	\$40.00
Indoor Volleyball	5	\$10.00	\$50.00
Sand Volleyball	3	\$10.00	\$30.00
Soccer	2	\$10.00	\$20.00
Subtotal Spring	28		\$280.00
Summer Adult Sports	Quantity	Unit Price	Ext Price
Softball	12	\$10.00	\$120.00
Flag Football	2	\$10.00	\$20.00
Basketball	4	\$10.00	\$40.00
Indoor Volleyball	5	\$10.00	\$50.00
Sand Volleyball	3	\$10.00	\$30.00
Subtotal Summer	26		\$260.00

AQUATICS RIBBONS

	Qty	x4	Unit Price	Ext Price
Ribbons, 4 designs, First Place	500	2,000	\$0.23	\$460.00
Ribbons, 4 designs, Second Place	500	2,000	\$0.23	\$460.00
Ribbons, 4 designs, Third Place	500	2,000	\$0.23	\$460.00
Ribbons, 4 designs, Fourth Place	500	2,000	\$0.23	\$460.00
Ribbons, 4 designs, Fifth Place	350	1,400	\$0.23	\$322.00
Ribbons, 4 designs, Sixth Place	350	1,400	\$0.23	\$322.00
Ribbons, 4 designs, Seventh Place	350	1,400	\$0.23	\$322.00
Ribbons, 4 designs, Eighth Place	275	1,100	\$0.23	\$253.00

CERTIFICATE PLAQUES

8 1/2 x 11 Cert Plaques	Qty	Unit Price	Ext Price
Clear Acrylic	22	\$10.00	\$220.00
Non-Glare	22	\$11.00	\$242.00

Christine Finney

From: Craig Carter [craig@awardsbycl.com]
Sent: Wednesday, October 13, 2010 1:47 PM
To: Christine Finney
Subject: RE: Request for Samples/Clarification

The 500 piece minimum is for the total order, if they all are the same style not sport. If you are ordering each sport individually in a different style they would be as follows.

Let me know if you have any questions

Qty 1 - \$6.45
Qty 25 - \$5.90
Qty 50 - \$5.40
Qty 100 - \$4.85
Qty 250 - \$4.30
Qty 400 - \$3.25

CRAIG CARTER Awards by C & L

8273 W. Washington St.
Peoria, AZ 85345
623-878-9050
Fax - 623-486-3038

craig@awardsbycl.com

-----Original Message-----

From: Christine Finney [mailto:Christine.Finney@peoriaaz.gov]
Sent: Wednesday, October 13, 2010 11:31 AM
To: 'Craig Carter'
Subject: RE: Request for Samples/Clarification

Thank you Craig,

I also have a follow up question. You indicated a minimum order of 500 on the youth awards. Can you tell me what the cost *each* would be if we were to order the following quantities?

Qty 1 -
Qty 25 -
Qty 50 -
Qty 100 -
Qty 250 -
Qty 400 -

Thank you,

Christine Finney, CPPB - Buyer II
City of Peoria
Materials Management

Christine Finney

From: Craig Carter [craig@awardsbycl.com]
Sent: Wednesday, October 13, 2010 11:25 AM
To: Christine Finney
Subject: RE: Request for Samples/Clarification

Sorry I am just getting back with you, I have been out of the office. On the ribbons, yes that will meet my bid requirements. I will get all the samples together and have them to the 2nd floor by noon tomorrow.

Thanks

CRAIG CARTER
Awards by C & L
8273 W. Washington St.
Peoria, AZ 85345
623-878-9050
Fax - 623-486-3038
craig@awardsbycl.com

-----Original Message-----

From: Christine Finney [mailto:Christine.Finney@peoriaaz.gov]
Sent: Monday, October 11, 2010 10:29 AM
To: 'craig@awardsbyCL.com'
Subject: Request for Samples/Clarification

Craig,

Please see attached letter requesting samples and some clarification of your bid.

Thank you,

Christine Finney, CPPB - Buyer II
City of Peoria
Materials Management
9875 N. 85th Avenue - 2nd Floor
Peoria, Arizona 85345
Phone: (623) 773-7531
Fax: (623) 773-7118
E-mail: christine.finney@peoriaaz.gov
Normal Work Hours: 7:00am to 6:00pm (Monday - Thursday)

Christine Finney

From: Christine Finney
Sent: Monday, October 11, 2010 10:29 AM
To: 'craig@awardsbyCL.com'
Subject: Request for Samples/Clarification
Attachments: Letter Awards by C & L.pdf

Craig,

Please see attached letter requesting samples and some clarification of your bid.

Thank you,

Christine Finney, CPPB - Buyer II
City of Peoria
Materials Management
9875 N. 85th Avenue - 2nd Floor
Peoria, Arizona 85345
Phone: (623) 773-7531
Fax: (623) 773-7118
E-mail: christine.finney@peoriaaz.gov
Normal Work Hours: 7:00am to 6:00pm (Monday - Thursday)



REVISED PRICE SHEET

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: Q11-04

Company Name: Awards by C+L

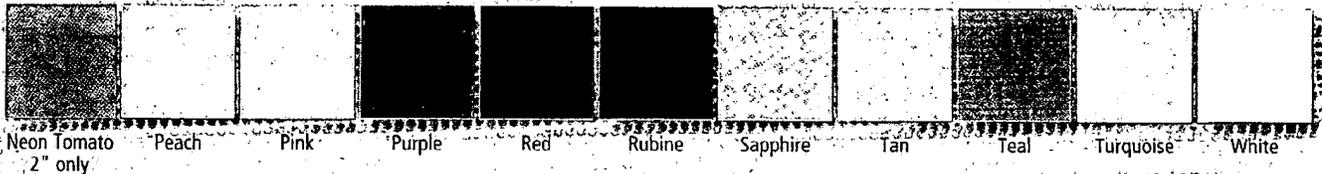
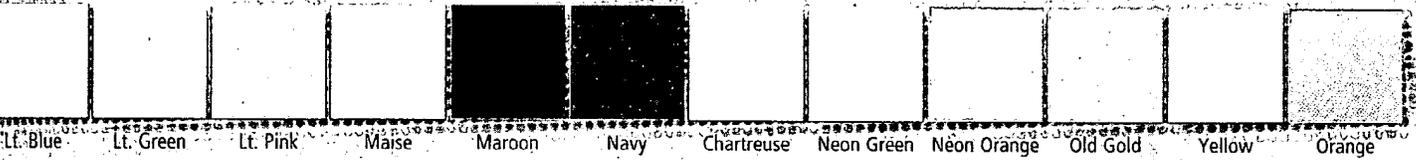
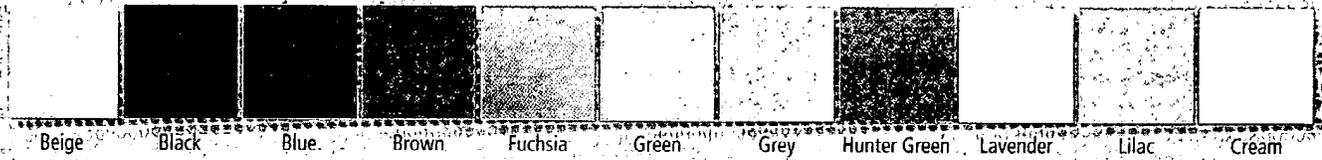
Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Youth Sports Award, per specifications. Minimum order: <u>500</u>	1	EA	\$ <u>2.90</u>	\$ <u>1450.00</u>
2.	Adult Sports Award, per specifications. Minimum order: <u>10</u>	1	ea	\$ <u>15.00</u>	\$ <u>150.00</u>
3a.	8 1/2 x 11 Certificate Plaque (Laminate), clear acrylic certificate cover. Minimum order: <u>15</u> . Colors Available: <u>Walnut, Oak, Black marble</u>	1	EA	\$ <u>10.00</u>	\$ <u>150.00</u>
3b.	8 1/2 x 11 Certificate Plaque, (Laminate), non-glare acrylic certificate cover. Minimum order: <u>15</u> . Colors Available: <u>Walnut, Oak, Black marble</u>	1	EA	\$ <u>11.50</u>	\$ <u>1165.00</u>
4.	Ribbons Minimum order: <u>5,000 pcs</u> Colors Available: <u>See Attached</u>	1	EA	\$ <u>-23</u>	\$ <u>1150.00</u>

Vendor offers a 20 % discount off catalog items not listed on the price sheet.

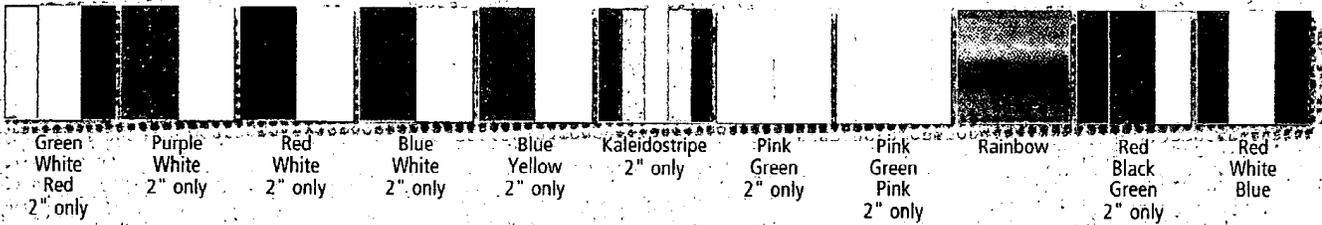
The City requires delivery within 14 calendar days from date of order. Vendor offers delivery within 12 calendar days from date of order.

Ribbon Colors

Premium Grade Color Chart



MULTI-COLOR RIBBON



Due to printing variations, catalog may not reflect true colors.



QUESTIONNAIRE

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: Q11-04

Please list a minimum of three (3) references from clients of similar size and structure whom the Materials Management Division may contact:

1. Company: City of Surprise
Contact: Paul Frie
Address: 15960 N. Bullard Ave
Surprise, AZ 85374
Phone: 623. 222. 2240
Email: paul.frie @ Surprise.az.gov
Type of Work: Youth + Adult Sports Awards + Promotional Items

2. Company: West-mec School District #402
Contact: Chris Cook
Address: 4949 W. Indian School Rd
Phoenix, AZ 85031
Phone: 623. 435. 4938
Email: chris.cook @west-mec.org
Type of Work: Awards + Promotional items

3. Company: Maricopa County Sheriff's Dept.
Contact: Roseanna Herrera
Address: 100 W. Washington Ave Suite #1900
Phoenix, AZ 85003
Phone: 602. 256. 1894
Email: R-Herrera @ MCSO.maricopa.gov
Type of Work: Retirement Plaque Contract



QUESTIONNAIRE

Solicitation Number: Q11-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Terms, Conditions or Specifications:

*Delivery to be made 12 days or less after
receipt of purchase order.*



QUESTIONNAIRE

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: Q11-04



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

Account Number
5588



2010

Valid until 12/31/2010
unless revoked

Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in
the City of Peoria subject to the provisions of the Peoria City Code,
Chapter 12

Post in a Conspicuous Place

AWARDS BY C AND L
8273 W WASHINGTON ST
PEORIA AZ 85345

Business Address:

AWARDS BY C AND L
8273 W WASHINGTON ST
PEORIA AZ 85345

Non-Transferable

A handwritten signature in cursive script that reads "Russell E. Young".

Russell Young, Tax & License Supervisor

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

Thank you for doing business in Peoria. We realize that you had many options when considering where to operate your business and we are pleased that you chose Peoria.

If you have questions regarding Peoria's tax reporting requirements or need information regarding specialty licenses, please contact us by:

Phone: (623) 773-7160
Fax: (623) 773-7383
E-mail: salestax@peoriaaz.gov

We wish you success and prosperity in this year and in the years to come.

Sincerely,

Sales Tax & Licensing Section



QUESTIONNAIRE

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **Q11-04**

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

If yes, please provide details and documentation of the certification.



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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 COP2031TQ) 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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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 specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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



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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 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. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the



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City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
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.



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- 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.
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. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
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:
- Waive the non-conformance.
 - Stop the work immediately.
 - 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.



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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 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. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
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.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q11-04

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Awards & Plaques**.
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 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. **Affirmative Action:** 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. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

ADDRESS: 9875 N. 85th Avenue
Peoria, Arizona 85345
Point of View Conference Room

DATE: September 27, 2010

TIME: 8:30 A.M. Arizona Time

The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to this Invitation For Bid.

11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.



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12. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
13. **Delivery:** Delivery shall be made within fourteen (14) calendar days of receipt of a purchase order.
14. **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.
15. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
16. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
17. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
18. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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



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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.

20. 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 00011207 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 20370704, 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 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

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

21. 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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q11-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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.

22. **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.
23. **Independent Contractor:**
- a. General
- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
- b. Liability
- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- c. Other Benefits
- The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.
24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an 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.
25. **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



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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.

26. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

27. **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.

28. **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.

29. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

30. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

- a. A formal announcement from the manufacturer that the product or model has been discontinued.
- b. Documentation from the manufacturer that names the replacement product or model.
- c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

31. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.

32. **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.



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Materials Management Procurement

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33. **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. Samples will be not be returned to the vendor.
34. **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 quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
35. **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.
36. **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.
37. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.
38. **Confidential Information:**
- 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.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
39. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.



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- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date.
40. **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.
41. **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.
42. **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.
43. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- i. Cancel any contract;
 - ii. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - iii. 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;
 - iv. 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:
 - 1) Deduction from an unpaid balance;
 - 2) Collection against the bid and/or performance bond, or;
 - 3) Any combination of the above or any other remedies as provided by law.
44. **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



SPECIAL TERMS AND CONDITIONS

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period of ten (10) days after receipt of notice.

45. **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.



SPECIFICATIONS

Materials Management Procurement

Solicitation Number: Q11-04

9875 N. 85th Ave., 2nd Fl.
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Phone: (623) 773-7115
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City of Peoria Awards & Plaques

I. REQUIREMENTS:

A. Vendor will need to provide a variety of award options for various purposes for various different City of Peoria Departments.

1. Sport Awards: must cover four (4) sports seasons consisting of between 1200 and 2500 participants each.

a) Seasonal Sports:

WINTER – Basketball, Volleyball, Baseball

SPRING – Soccer, Volleyball, Flag Football, Softball, Tee Ball, Kickball, & Tennis

SUMMER – Basketball, Volleyball, Swimming & Diving

FALL – Soccer, Volleyball, Flag Football, Softball, Baseball, Tee Ball, Kickball, & Tennis

2. Certificate Plaques:

a) 8 ½ x 11 Certificate Plaque, Walnut, clear or non-glare acrylic certificate cover (slide in option)

II. SPECIFICATIONS:

A. Youth Awards:

1. Trophies must have a cost of \$3.50 or less (including tax).
2. Must not repeat a particular style of award for minimum two year cycle.
3. Sport specific award designs for each season must be approved by the City of Peoria Sports staff.
4. No medals.
5. Awards must be divided and packaged into groups of between 8-15 (depending on the sport) for distribution to teams.
6. Vendor is responsible for delivery of awards to either the City of Peoria Community Services Department (9875 N. 85th Avenue, Peoria AZ 85345) or to a site as identified by the City of Peoria Sports Section.
7. A single sports season may include as many as eight individual award styles. Vendor must be able to accommodate this variety and not conflict with item number "2" above.
8. Delivery must be within fourteen (14) calendar days of order date.
9. Product samples shall be requested after solicitation due date. Samples will be evaluated as to size, appearance and quality.



SPECIFICATIONS

Materials Management Procurement

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B. Adult Awards:

1. Awards/plaques must have a cost of \$16.00 or less (including tax).
 - a.) Awards should be two post style (at minimum).
 - b.) Plaques should be 8x10 inches in size (or similar surface space if in a shape other than a rectangle).
2. Award/plaque designs for each sport must be approved by the City of Peoria Sports staff.
3. Delivery must be within fourteen (14) calendar days of order date.

C. Plaques:

1. Certificate plaques shall come fully assembled and hang either vertically or horizontally.
 - a.) Option to provide certificates at time of order to insert into plaque during production must be available.
2. Each plaque must come individually packaged in a box suitable for shipping.

D. Ribbons:

1. Ribbons are for the swim/dive sports.
2. Ribbons must be personalized with up to 5 different logos with 1st – 8th place per logo.
3. Ribbons will be ordered in quantities of 250-450 of each design/place.



8273 W. Washington St.
Peoria, AZ. 85345
(623) 878-9050
Fax (623) 486-3038
craig@awardsbycl.com

September 10, 2009

Christine Finney,

The samples provided each have a sheet that shows the product number and what sport they are available in. Let me know if you have any questions.

Thank you,

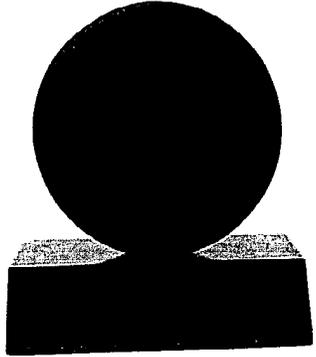
Craig Carter

HERITAGE AWARDS

• Economical wooden awards with resin accents! Small size-3" tall
Individually boxed. Holds a 2-1/2" x 3/4" engraving plate(not included).



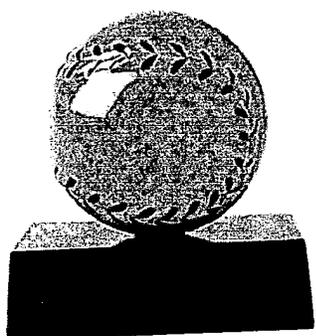
Baseball
WASMB1



Hockey
WASMH1



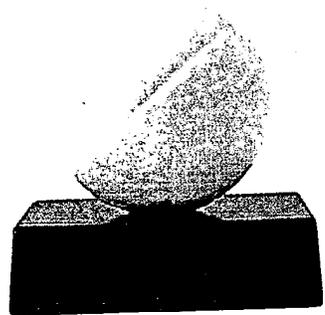
Soccer
WASMS1



Softball
WASMS7



Torch
WASMT1



Volleyball
WASMV1



Basketball
WASMB2



Football
WASMF1

★ AWARDS ★

Resin/Plastic Gold Wreath Awards

DBRLS SB AP



4 1/2" Completed Award. Case Quantity: 12
Plates not included.

SAMPLE SET #R5000SET



R5086
Baseball



R5088
Basketball



R5085
Soccer



R5087
Softball

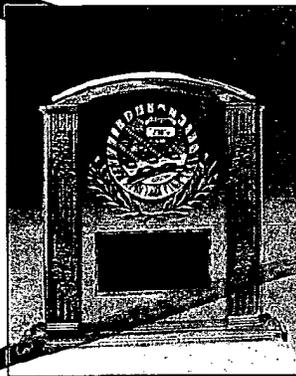
Economy Awards

Roman Column Awards

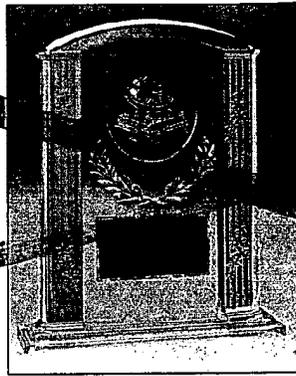
DBRLS SB AP

Roman Column Awards accept 2" Inserts.
Inserts, Discs and Plates are not included.
For 2" Inserts available see pages 65, 129-138.

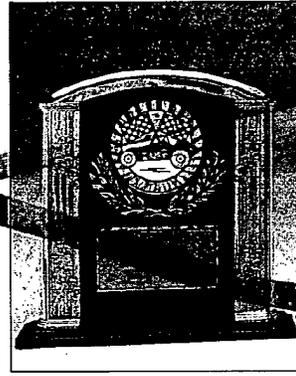
SAMPLE SET #RCSET



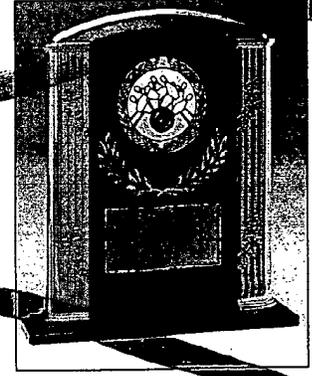
RC66 - 6" Clear



RC76 - 7" Clear



RC68 - 6" Black



RC78 - 7" Black

Part No.	Description	Plate Size	Case Qty.
RC66	6" Clear	1-1/4" x 2-1/2"	36
RC76	7" Clear	1-1/4" x 2-1/2"	30
RC68	6" Black	1-1/4" x 2-1/2"	36
RC78	7" Black	1-1/4" x 2-1/2"	30

DBRLS \$6 AP

Death Resin Figures

are individually boxed. Case Quantity: 24
Resins are 4-1/4" tall and accept 3/4" x 2-5/8" plates.
not included.



Basketball



JDS59 - Bowling



JDS54 - Football



JDS65 - Baseball
(Actual Size)



Golf



JDS63 - Hockey



JDS64
Lamp Of Knowledge



JDS60 - Music



JDS67 - Pinewood Derby



JDS80 - Racing Flags



JDS61 - Soccer



JDS83 - Swimming



JDS55 - Tennis



JDS66 - Track



JDS82 - Victory



JDS84 - Volleyball



JDS81 - Wrestler

Resin Trophies

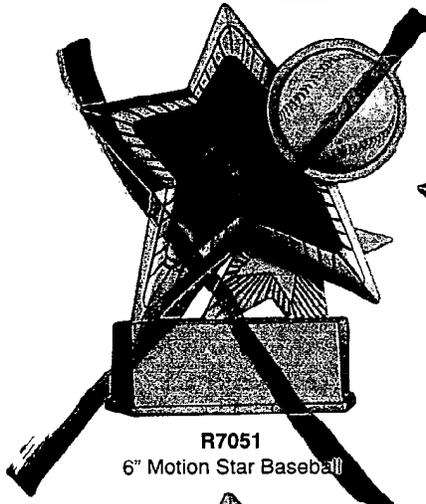
JDS Motion Star Resin Figures

DBRLSSB AP

All Figures are individually boxed. Case Quantity: 12
Plate Size: 4-1/2" Size - 3/4" x 2-1/2", 6" Size - 1" x 2-3/4".

4 1/2" SAMPLE SET #R7SETS
6" SAMPLE SET #R7SETL

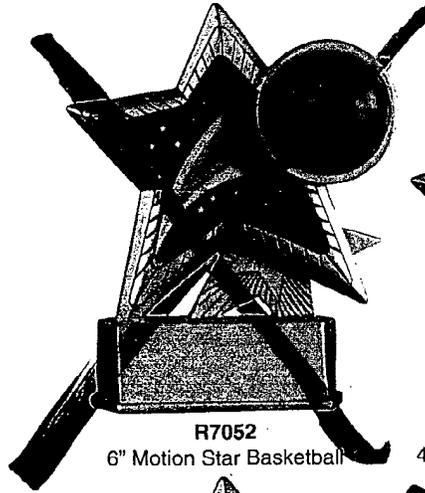
Special Printing
Process
Provides for
Stunning
"Motion
Graphics"



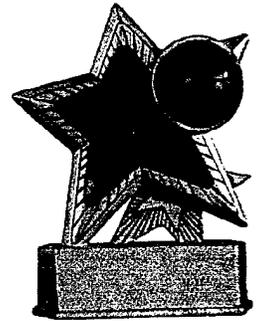
R7051
6" Motion Star Baseball



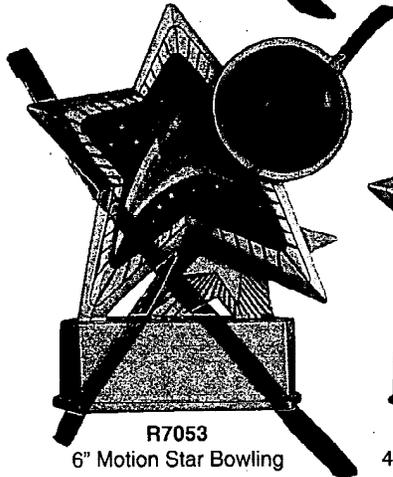
R7001
4-1/2" Motion Star Baseball



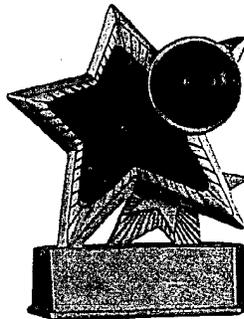
R7052
6" Motion Star Basketball



R7002
4-1/2" Motion Star Basketball



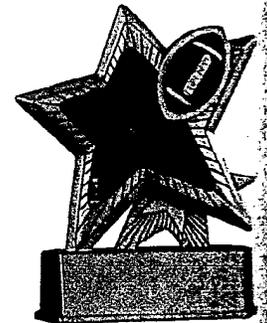
R7053
6" Motion Star Bowling



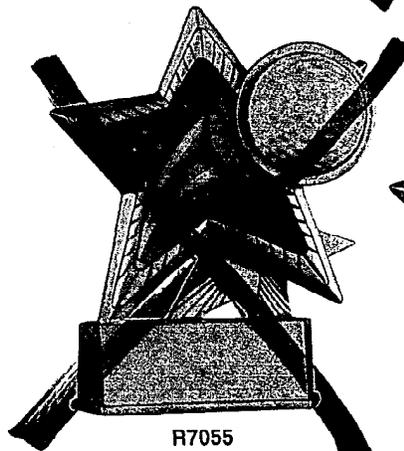
R7003
4-1/2" Motion Star Bowling



R7054
6" Motion Star Football



R7004
4-1/2" Motion Star Football



R7055
6" Motion Star Golf



R7005
4-1/2" Motion Star Golf

Resin Trophies

Star Resin Figures

D B R L S SB

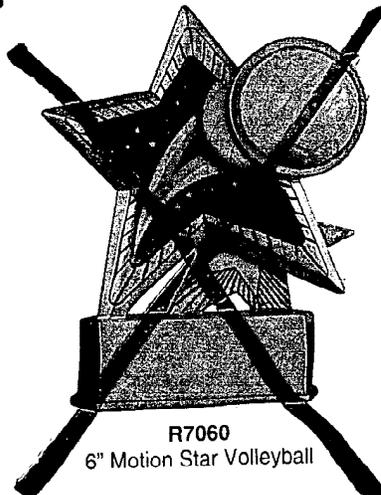
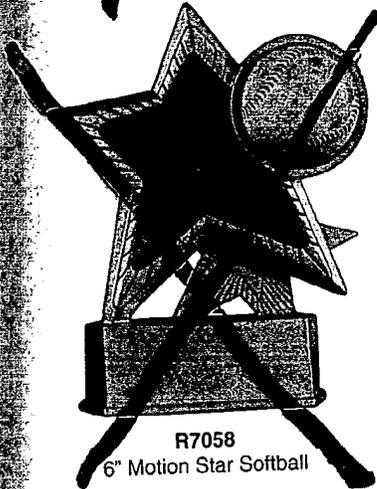
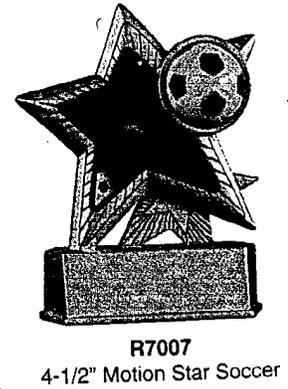
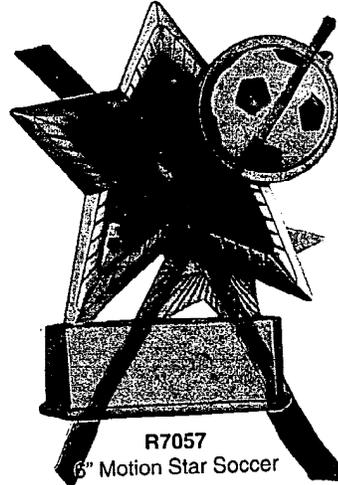
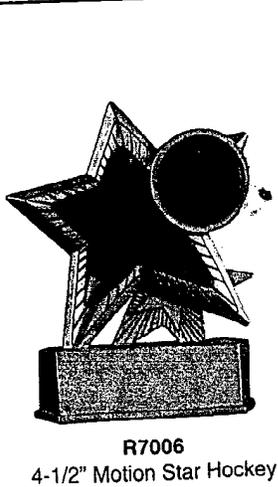
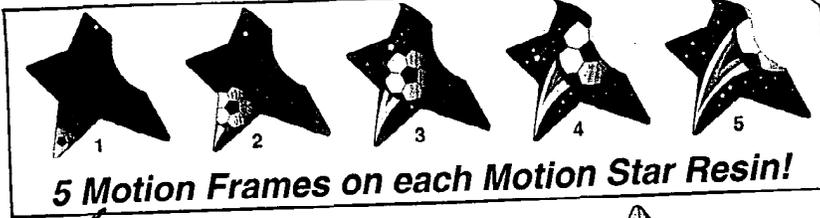
AP

boxed. Case Quantity: 12

4 1/2" SAMPLE SET #R7SETS

6" SAMPLE SET #R7SETL

Special Printing
Process
Provides for
Stunning
"Motion
Graphics"



Resin Trophies

JDS All Star Resin Figures

D B R L S SB

All Figures are individually boxed.
All Star Resins on this page are 4-1/2" tall and accept 7/8" x 2-7/8" plates.
Plates are not included. Case Quantity: 24



R610
Baseball
(Actual Size)



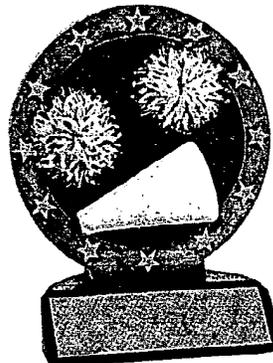
R602
2" Holder



R609
Basketball



R611
Bowling



R618
Cheerleading



R616
Dance

Resin Trophies

D B R L S SB

AP

All Star Resin Figures

ures are individually boxed.
r Resins on this page are 4-1/2" tall and accept 7/8" x 2-7/8" plates.
are not included. Case Quantity: 24



R603
Football



R601
Golf



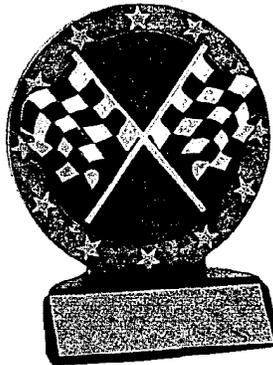
R607
Hockey



R606
Lamp of knowledge



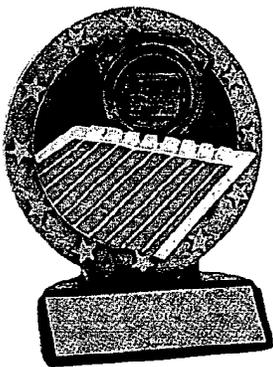
R605
Music



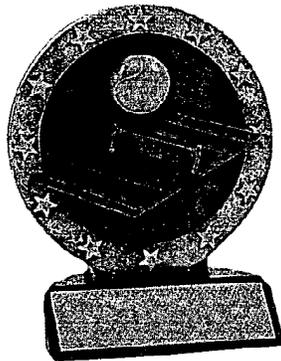
R619
Racing



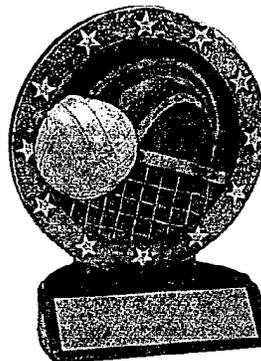
R604
Soccer



R615
Swimming



R612
Tennis



R608
Volleyball

Resin Trophies

Bobble Head Resin Figures

are an attractive bright gold finish. Case Quantity: 24
have a rounded base design and are all individually boxed.
s 7/8" x 2-3/4". Plates are not included.

SET #BHSET



D B R L S S B AP



BH101
Male Baseball



BH102
6" Female Softball



BH103
6" Male Basketball



BH104
6" Female Basketball
(Actual size)



BH105
6" Cheerleader



BH106
6" Football



BH107
Male Golf



BH108
6" Female Golf



BH109
6" Male Soccer



BH110
6" Female Soccer

Resin Trophies



Columns

Cups

Figures & Risers

Plaques & Accessories

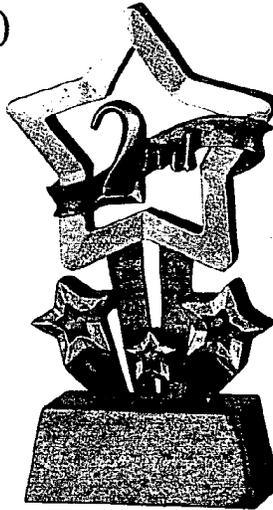
Bases & Lids

Medals

STAR RESINS, 4 1/2" - 20



STR-01 >
1st Place



STR-02 >
2nd Place



STR-03 >
3rd Place



STR-04 >
Baseball



STR-05 >
Basketball



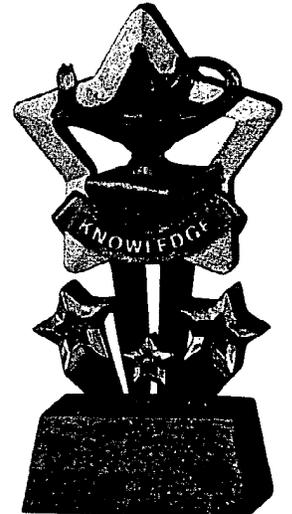
STR-06 >
Soccer



STR-07 >
Football



STR-08 >
Wrestling



STR-09 >
Lamp



STAR RESINS, 4 1/2" - 20



STR-10 >
Track



STR-11 >
Gymnastics



STR-12 >
Music



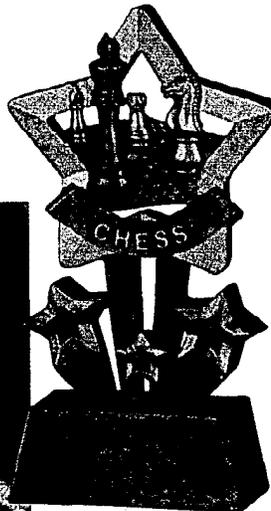
STR-13 >
Swimming



STR-14 >
Victory



STR-15 >
Cheerleader

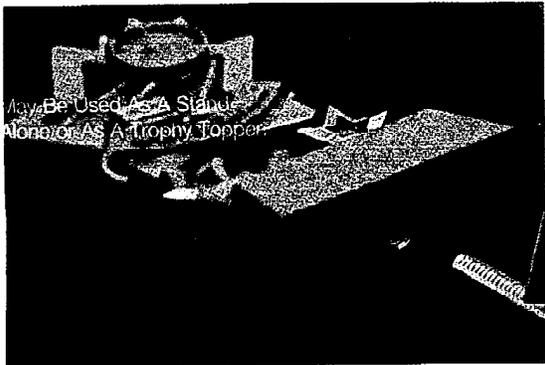


STR-16 >
Chess



STR-17 >
Blank

Accommodates Star Medals
on Page 16/32.
Medal Sold Separately.



May Be Used As A Stand
None of AS A Trophy Topper

Columns

Cups

Figures & Resins

Plaques & Accessories

Bases & Lids

Medals

Other

Signature Series™ Centurion Full Color Figures 12/32

SIGNATURE SERIES™ RESIN FIGURES
CENTURION FULL COLOR RESIN FIGURES
(5" - 24)



63503GS
BASEBALL



63520GS
SOFTBALL



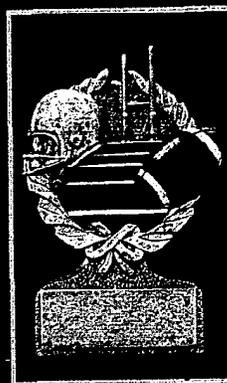
63505GS
BASKETBALL



63506GS
CHEERLEADER



63536GS
COACH



63500GS
FOOTBALL



63621GS
GOLF



63541GS
HOCKEY



63363GS
KNOWLEDGE



63258GS
RACING



63311GS
RELIGION



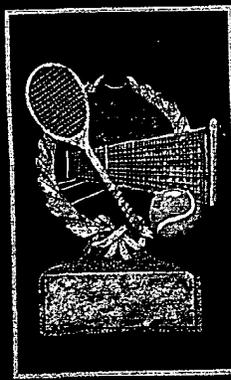
63515GS
SOCCER



63005GS
SPELLING BEE



63312GS
SWIMMING



63614GS
TENNIS



63609GS
TRACK



63518GS
VOLLEYBALL



63510GS
WRESTLING

1
ENGRAVING
STOCK/
HARDWARE/
ACCESSORIES

2
FIGURES/
TRIMS

3
ASSEMBLED
AWARDS

4
RISERS/
BACKDROPS/
ACTIVITY
INSERTS

5
LIDS/
STEMS/
PEDESTALS

6
BAGS/
CAPS/
POST BASES

7
MEDALS/
RIBBONS/
PINS

8
MYLARS
HOLDERS/
EMBLEMS

9
PLAQUES/
PLATES/
PLAQUE TRIMS

10
SIGNATURE
SERIES™
RESIN
FIGURINES

11
ACRYLIC
AWARDS

GO TO WWW.PDUDEALERALLIANCE.COM FOR BASE PLATE SIZES FOR ALL SIGNATURE SERIES RESIN FIGURES.

BEYOND
PLASTIC

12/33 Signature Series™ Action Sport Figures

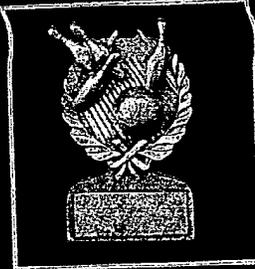
PDU ACTION SPORT RESIN FIGURINES
(5" - 50)



53503GS
BASEBALL



53505GS
BASKETBALL



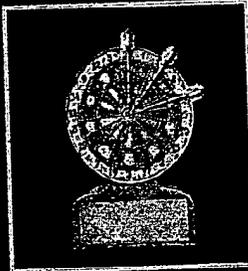
53551GS
BOWLING



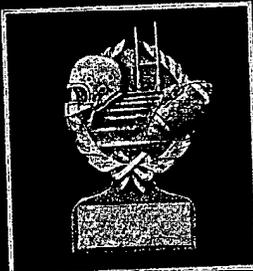
53506GS
CHEERLEADER



53538GS
COACH



53625GS
DARTS



53500GS
FOOTBALL



53621GS
GOLF



53541GS
ICE HOCKEY



53363GS
KNOWLEDGE



53407GS
POOL



53258GS
RACING



53311GS
RELIGION



53515GS
SOCCER



53312GS
SWIMMING



53614GS
TENNIS



53609GS
TRACK



53518GS
VOLLEYBALL

12/7 Signature Series™ Resins

SUPER MAG RESIN FIGURES
(7" - 24)

NEW!



83503GS
BASEBALL



83520GS
SOFTBALL



83505GS
BASKETBALL, M



83507GS
BASKETBALL, F

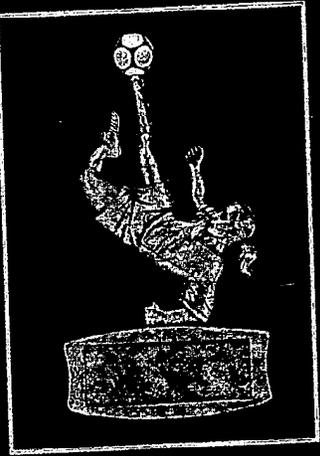
**They're
MAGNETIC!**



83500GS



83515GS
SOCCER, M



83514GS
SOCCER, F



RSS5502B
BASEBALL

**Resin
Shield
Series**

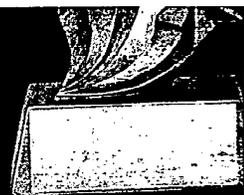


RSS5503B
BASKETBALL

**5" Tall
24 Per Case**



RSS5513B
SOCCER



RFM103
2" HOLDER
(12.9 1/2")

5 1/2" Tall - 24 Per Case



RFT1105
BASEBALL



RFT1605
BASKETBALL



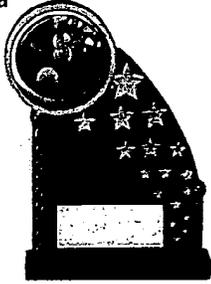
RFT3205
FOOTBALL



RFT0005
LAMP of KNOW.



RFT7705
SOCCER



RFT9995
2" INSERT HOLDER

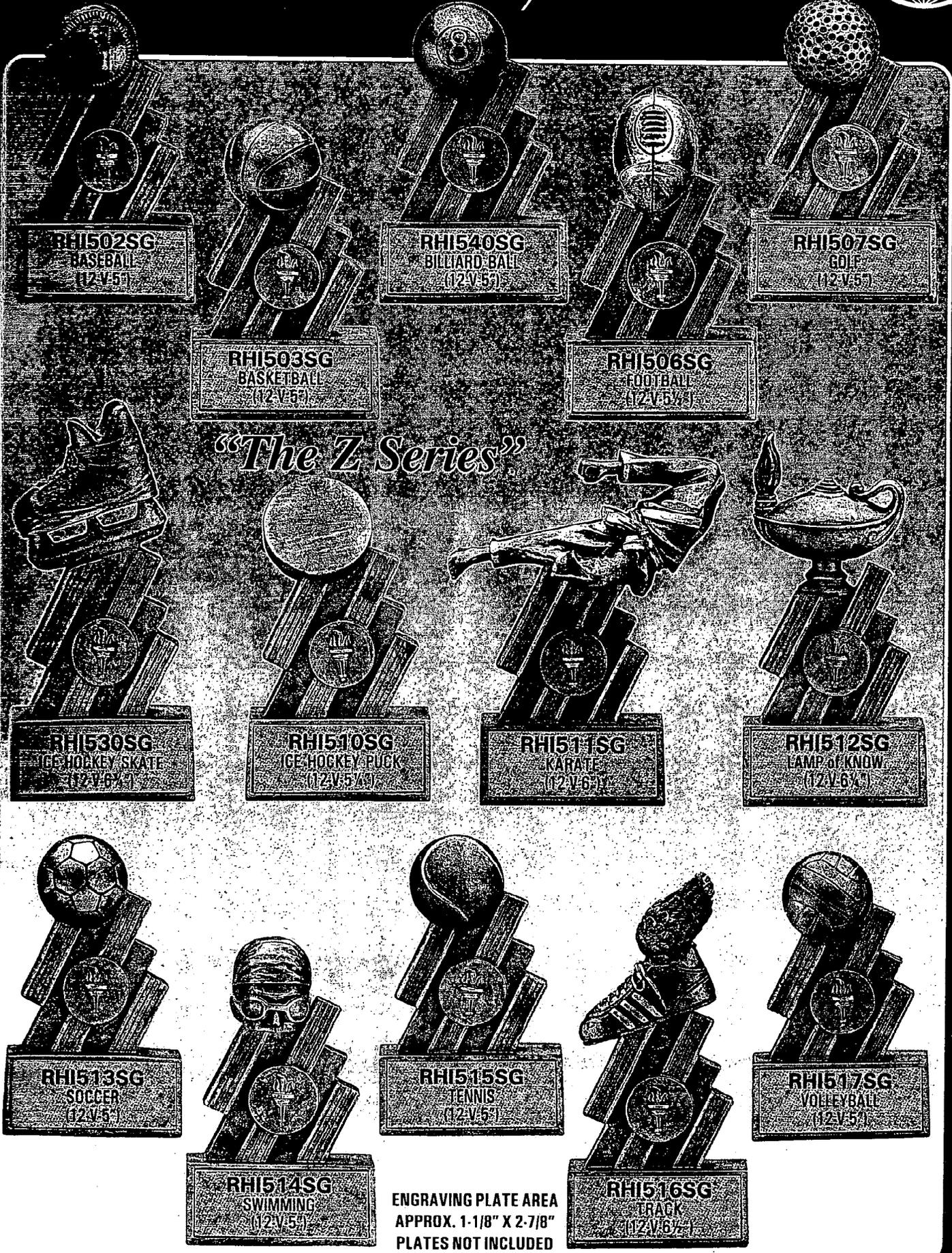
Plate Area
Approx.
3/4" x 2"

Resin Sculptures



FIGURES, HOLDERS AND RISERS

RESIN SCULPTURES



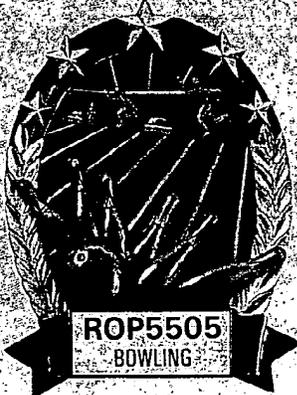
"The Z Series"

ENGRAVING PLATE AREA
APPROX. 1-1/8" X 2-7/8"
PLATES NOT INCLUDED

FIGURES, HOLDERS AND RISERS

Five Star Resins

Self Standing or Plaque Mount Individually Boxed



6 1/4" Tall
24 Per Case

PLATE AREA
APPROX. 1" X 2-3/4"

RESIN SCULPTURES



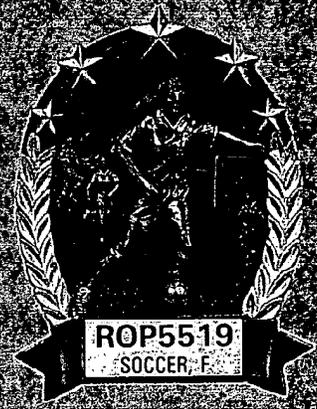
ROP5514
LAMP of KNOW



ROP5531
MUSIC



ROP5518
SOCCER, M



ROP5519
SOCCER, F



ROP5538
SWIMMING, M



ROP5539
SWIMMING, F



ROP5520
TENNIS, M



ROP5522
TRACK, M



ROP5523
TRACK, F



ROP5525
VOLLEBALL, M



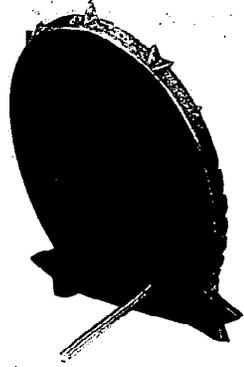
ROP5526
VOLLEYBALL, F



ROP5528
GO KART



ROP5534
WRESTLING



BACK VIEW
OF ROP5500
SERIES

© COPYRIGHT

NEW

MOTION XTREME

FIGURES, HOLDERS AND RISERS



MX501
BASEBALL, M
(12.5")



MX502
SOFTBALL, F
(12.5")



MX519
T-BALL, M
(12.5")



MX520
T-BALL, F
(12.5")



MX507
BASKETBALL, M
(12.5")



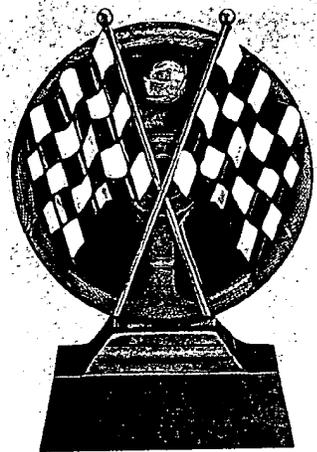
MX508
BASKETBALL, F
(12.5")



MX510
CHEERLEADER, F
(12.5")



MX531
COACH
(12.5")



MX537
CROSSED FLAGS
(12.5")



MX532
DRAMA
(12.5")



MX509
FOOTBALL, M
(12.5")



MX533
LAMP OF KNOWLEDGE
(12.5")

RESIN SCULPTURES

*Dramatic 3D designs
bring these MX Resins
to life!*

NEW



MX512
MUSIC
(12.5")



MX534
PINWOOD DERBY
(12.5")



MX535
RELIGION
(12.5")



MX536
STARS
(12.5")



MX505
SOCCER, M
(12.5")



MX506
SOCCER, F
(12.5")



MX529
SWIMMING, M
(12.5")



MX530
SWIMMING, F
(12.5")



MX521
TENNIS, M
(12.5")



MX522
TENNIS, F
(12.5")



MX523
TRACK, M
(12.5")



MX524
TRACK, F
(12.5")

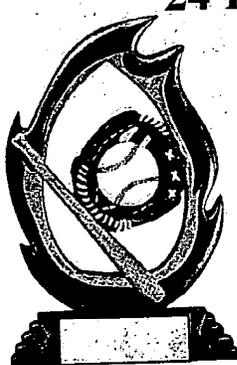


MX527
WRESTLING, M
(12.5")

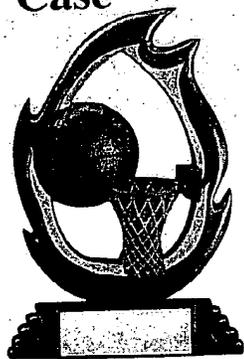
FIGURES, HOLDERS AND RISERS

RESIN SCULPTURES

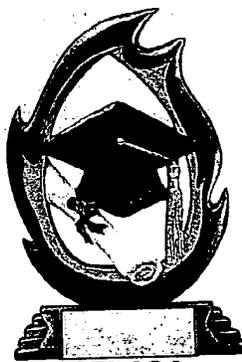
24 Per Case



RFL02A
BASEBALL



RFL03A
BASKETBALL



RFL42A
GRADUATION



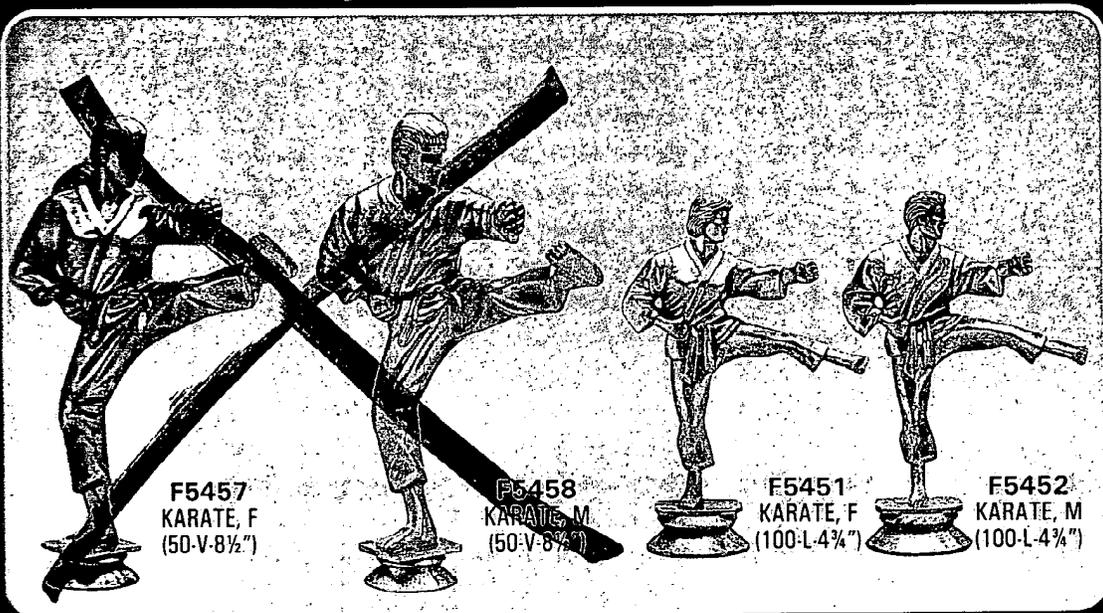
RFL13A
SOCCER

PLATE AREA
APPROX. 3/4" X 2-5/8"

© COPYRIGHT

PLATINUM

FIGURES, HOLDERS & RISERS

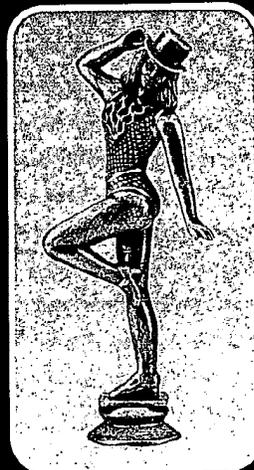


F5457
KARATE, F
(50-V-8½")

F5458
KARATE, M
(50-V-8½")

F5451
KARATE, F
(100-L-4¾")

F5452
KARATE, M
(100-L-4¾")



F5711
TAP DANCER, F
(100-Q-6")

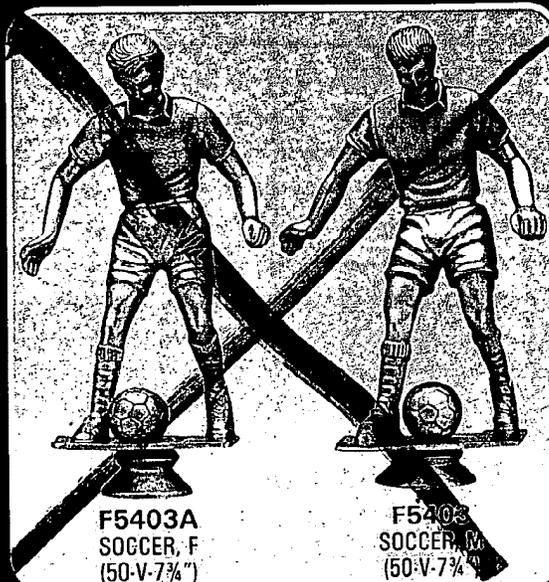


F5123
TENNIS, F
(100-N-6½")

F5124
TENNIS, M
(100-N-6½")

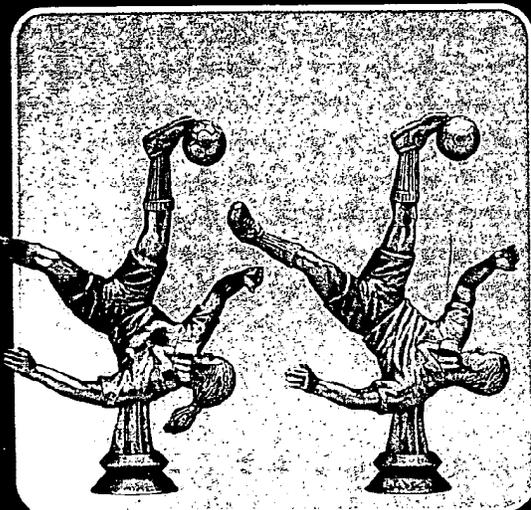
F5163
TRACK, F
(100-N-5½")

F5164
TRACK, M
(100-N-5½")



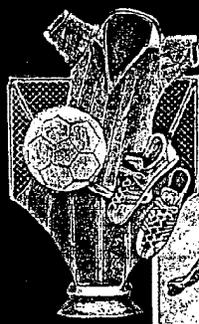
F5403A
SOCCER, F
(50-V-7¾")

F5403
SOCCER, M
(50-V-7¾")



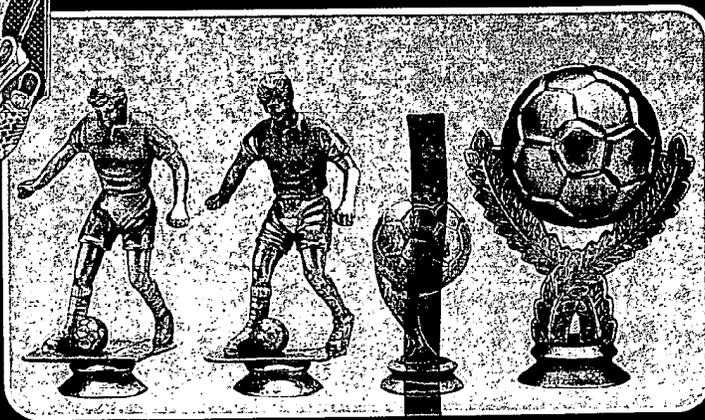
F5407
BICYCLE KICK, F
(100-M-5½")

F5408
BICYCLE KICK, M
(100-M-5½")



T5161
SOCCER TRIM
(100-O-5")

PLATINUM SERIES



F5401
SOCCER, F
(100-L-5")

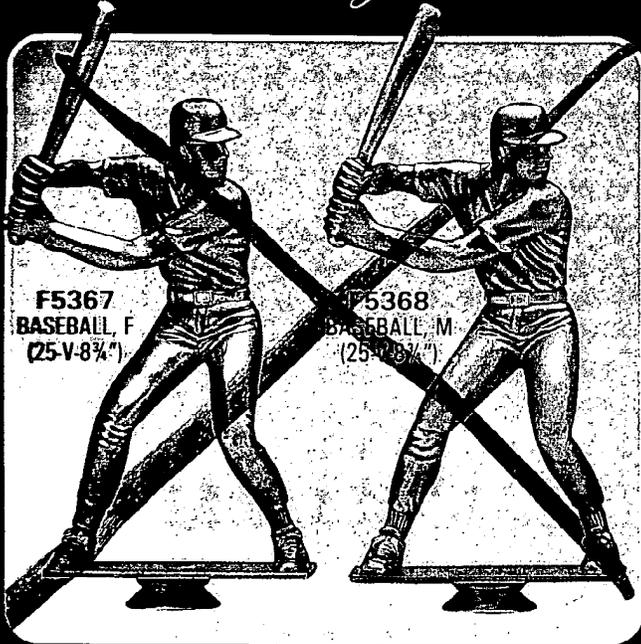
F5402
SOCCER, M
(100-L-5")

F5270
SOCCER BALL
(100-K-2½")

F5400
SOCCER BALL
(50-T-5")

RESIN SCULPTURES

PLATINUM SERIES



F5367
BASEBALL, F
(25-V-8¾")

F5368
BASEBALL, M
(25-V-8¾")



F5660
CROSSED BAT RISER
(100-O-6")



F52061
BATDOWN, F
(100-K-5½")

F52062
BATDOWN, M
(100-K-5½")



F5651
PONYTAIL, F
(100-K-5")

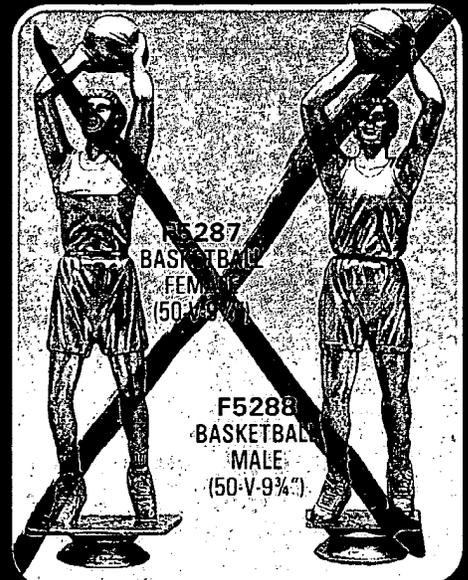
F5364
BASEBALL, M
(100-K-5½")



F5281
BASKETBALL, F
(100-M-6¾")

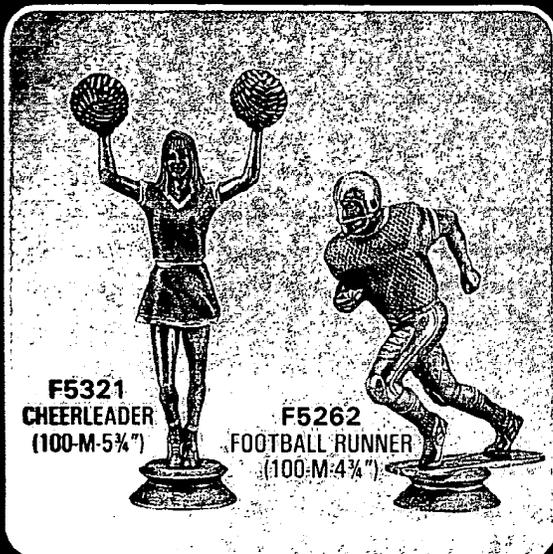
F5282
BASKETBALL, M
(100-M-6¾")

T5141
BASKETBALL TRIM
(100-O-4½")



F5287
BASKETBALL, FEM
(50-V-9¾")

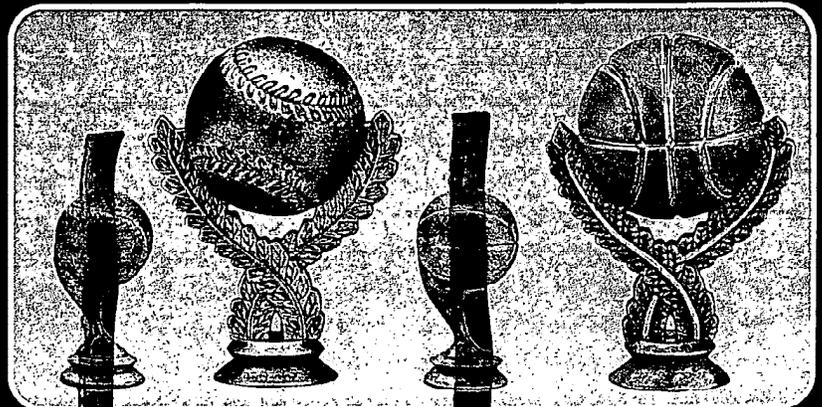
F5288
BASKETBALL, MALE
(50-V-9¾")



F5321
CHEERLEADER
(100-M-5¾")

F5262
FOOTBALL RUNNER
(100-M-4¾")

PLATINUM SERIES



F5360
BASEBALL TRIM
(100-D-K-2½")

F5650
BASEBALL
(50-T-5")

F5280
BASKETBALL TRIM
(100-K-2½")

F5800
BASKETBALL
(50-T-5")

FIGURES, HOLDERS & RISERS



F5257
VICTORY, F
(50-V-10")



F5251B
VICTORY, F
(100-K-5½")



F5671
VIC. 2" HOLDER, F
(100-L-6½")



F51072
STAR VICTORY, F
(100-L-7")



F5430
STAR TRIM
(100-E-2¼")



F5640
LAMP of KNOW.
(100-O-3")



F5841
BEAUTY QUEEN
(100-P-6")



R5226
EAGLE RISER
(100-O-5½")



F5240A
EAGLE TRIM
(100-D-2¾")



F5131
GOLF, F
(100-O-5½")

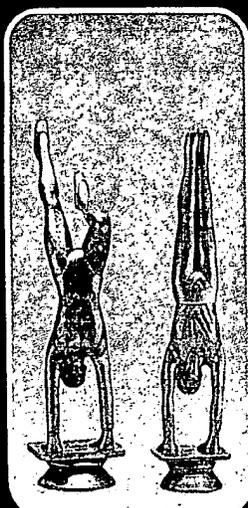


F5132
GOLF, M
(100-O-5½")



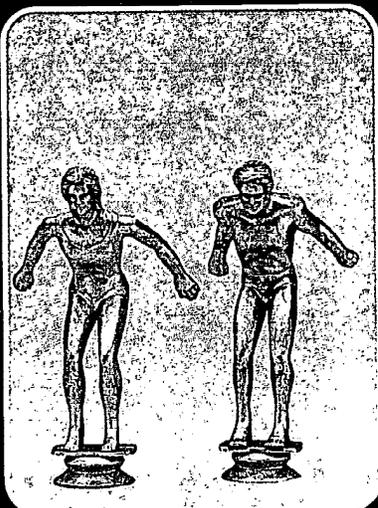
F5133
GOLF, M
(50-A-7¾")

RESIN SCULPTURES



F5851
GYM., F
(100-O-6")

F5852
GYM., M
(100-O-6")



F5153
SWIMMING, F
(100-N-5½")

F5154
SWIMMING, M
(100-N-5½")



F5682
ICE HOCKEY, M
(100-O-5½")

F51572
GOALIE, M
(50-P-5")



F5890
GO-KART
(25-W-5")

PLATINUM SERIES