

ORIGINAL



# City of Peoria, Arizona Request for Quotation



Request for Quotation No: **Q07-02**

Bid Due Date: **July 18, 2007**

Materials and/or Services: **Sports Complex Signage**

Time: **5:00 P.M. MST**

Submittal Location: **City of Peoria, Materials Management**

Contact: **Christine Finney**

Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

Phone: **(623) 773-7115**

### 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: **16101 N. 83<sup>rd</sup> Ave, Peoria, AZ 85382**

Buyer: **Christine Finney**

### Vendor Quotation

Delivery shall be made \_\_\_\_\_ Calendar days after receipt of order.

Payment Terms: \_\_\_\_\_

Company Name	Address	City	State	Zip Code	Phone:
BGraphics, Inc.	3940 W. Montecito Ave.	Phoenix	AZ	85019	(602)272-7907
					Fax: (602)272-2987

*John Waller Michel*  
Signature

John Michel  
Typed Name

Sales  
Title

18 JULY 2007  
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:

*Mary Jo Kief*  
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Eff. Date: 9/7/07

*J.P. De La Montaigne*  
J.P. De La Montaigne, Community Services Director

**CON 55607**  
Contract Number

*William L. Emerson*  
Approved as to Form: William L. Emerson, Assistant City Attorney



Official File

Awarded on 9/6/07

*Herman F. Kobergen*  
Herman F. Kobergen, Materials Manager

SCANNED

RECEIVED

JUN 28 2007



# REVISED PRICE SHEET

Solicitation Number: Q07-02

## Materials Management Procurement

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

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
<b>I.</b>	<b>Stadium Signs - Includes removal of old sign and application of the new sign</b>				
	<b>A. Outfield Billboards</b>				
	1.) 6.5' x 16' padded sign	20	Each	<u>\$ 521.00</u>	<u>\$ 10,420.00</u>
	2.) 6.5' x 8' padded sign	2	Each	<u>\$ 278.00</u>	<u>\$ 556.00</u>
	<b>B. Down the Line</b>				
	1.) 2' x 16' padded sign	4	Each	<u>\$ 184.00</u>	<u>\$ 736.00</u>
	<b>C. Bull Pen</b>				
	1.) 9' x 32'	4	Each	<u>\$ 1,540.00</u>	<u>\$ 6,160.00</u>
	<b>D. Dugout Roofs</b>				
	1.) 6' x 100'	2	Each	<u>\$ 650.00</u>	<u>\$ 1,300.00</u>
	<b>E. Sports Complex Logo (tunnel)</b>				
	1.) 5' x 12'	1	Each	<u>\$ 348.00</u>	<u>\$ 348.00</u>
<b>II.</b>	<b>Street Signs</b>				
	<b>A. Entrance &amp; Directional Signs</b>				
	1.) 40.5" x 40.5"	8	Each	<u>\$ 164.00</u>	<u>\$ 1,312.00</u>
	2.) 14" x 36"	24	Each	<u>\$ 74.00</u>	<u>\$ 1,776.00</u>
	<b>B. Circle Drive</b>				
	1.) 40.5" x 40.5"	10	Each	<u>\$ 164.00</u>	<u>\$ 1,640.00</u>
	2.) 14" x 36"	30	Each	<u>\$ 74.00</u>	<u>\$ 2,220.00</u>
	<b>C. Mariner's Way</b>				
	1.) 14" x 36"	6	Each	<u>\$ 74.00</u>	<u>\$ 444.00</u>
	<b>D. Padres Way</b>				
	1.) 14" x 36"	6	Each	<u>\$ 74.00</u>	<u>\$ 444.00</u>
	<b>The costs for items C and E reflect the usage of adhesive back vinyl designed specifically for application to concrete surfaces.</b>				



# REVISED PRICE SHEET

## Materials Management Procurement

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

Solicitation Number: Q07-02

**III. Additional Signage (all prices include installation)**

Banner Signs	1	Sq. Foot	\$ 2.25	\$
New Aluminum Panel Signs	1	Sq. Foot	\$ 21.00	\$
Vinyl Adhesive Overlay	1	Sq. Foot	\$ 4.25	\$
Custom Team Plaques	1	Sq. Foot	\$ 21.00	\$

**IV. Miscellaneous (please itemize)**

Hourly Rate for Sign Repair	1	Hour	\$ 75.00	\$
<p><u>After the primary installation of the work is complete each season, any additional trips required to repair damaged graphics or install additional graphics not a part of the initial order will be subject to a \$50.00 trip charge.</u></p>				
			\$	\$
			\$	\$

Tax 8.1 % :

**B.P. Graphics maintains a full time staff of installation and sign removal specialists, which will perform the work under the scope of the contract within the time frame required by the City of Peoria.**

**The costs to install items A, B, C, & E in 2008 of the initial year of this contract will be \$1.00 per square foot less than the costs in 2009 and thereafter.**



# QUESTIONNAIRE

## Materials Management Procurement

Solicitation Number: Q07-02

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

Please list a minimum of three (3) Owner references for projects of similar size and scope whom the Materials Management Division may contact:

1. **Company:** Los Angeles, Angels of Anaheim  
**Contact:** John Carpino Jerry Hall, Stadium Manager Tempe  
**Address:** 2000 Gene Autry Way (480)250-5449  
Anaheim, CA 92806  
**Phone:** (714)940-2050  
**Description:** On-Field walls, down the line sign, backlit sign, scoreboard signs  
**\$ Value:** 100,000.00

2. **Company:** City of Surprise, Arizona  
**Contact:** John Mallon, Operations Manager  
**Address:** 15850 N. Bullard Ave  
Surprise, AZ 85374  
**Phone:** (623)222-2301  
**Description:** Bullpen Walls, Down the line, Outfield Walls, Pole Banners  
**\$ Value:** 50,000.00

3. **Company:** Arizona Diamondbacks  
**Contact:** Doug Alkire - Senior Brand Manager  
**Address:** 401 E. Jefferson St.  
Phoenix, AZ  
**Phone:** (602)462-6586  
**Description:** Interior Wall Graphics, Pole Banners, Wall Displays, Security Fence Mesh banner  
**\$ Value:** 70,000.00



## QUESTIONNAIRE

### Materials Management Procurement

Solicitation Number: Q07-02

8314 West Cinnabar Street  
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 and Conditions or Specifications:**

BPGraphics proposes using FlexCon Adhesive Back Vinyl RTS for rough surface applications on the bullpen walls and sports complex logo tunnel.

BPGraphics, in accordance with the manufacturers specifications and stated warranties guarantees the product from fading, peeling or cracking for the period of 12 (twelve) months.

BPGraphics will produce/print the outfield wall graphics; down the line signs; bullpen wall and sports complex logo tunnel on the HP/Scitex XL1500 five-meter superwide digital press. The metal signs and vinyl overlays will be produced on the HP9000 64" Hi-res digital roll-to-roll press.



## QUESTIONNAIRE

**Materials Management  
Procurement**

Solicitation Number: **Q07-02**

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

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No ~~xxx~~\_\_\_\_\_.

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



# SOLICITATION AMENDMENT

Solicitation No: Q07-02  
 Description: Sports Complex Signage  
 Amendment No: One (1)  
 Solicitation Due Date: July 18, 2007  
 Solicitation Due Time: 5:00 P.M.

**Materials Management  
 Procurement**  
 8314 West Cinnabar Avenue  
 Peoria, Arizona 85345-6560  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

**Buyer: Christine Finney**

**A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.**

The above referenced solicitation is hereby amended as follows:

1. Scope of Work, Page 17, Item III, Street Signs. In Section B-2, Circle Drive, with regard to the 14" x 36" signs on Circle Drive; change the quantity from *fourteen (14)* to *thirty (30)*. There are five structures, each containing six signs (three on each side). This will also be revised on the Price Sheet.
2. Scope of Work, Page 18, Item V, Additional Signage states that aluminum panel material should be a thickness of no less than .080 for most signs. For clarification, the 40.5" x 40.5" gate signs are currently made of 3/16" aluminum panel material.
3. Price Sheet, Page 21-22, is hereby replaced with the attached REVISED PRICE SHEET. Changes include the correction for the Circle Drive signs and an additional line item for structural sign repair (to be billed at an hourly rate).
4. The due date will remain July 18, 2007 at 5:00 P.M.

*All other provisions of this Solicitation shall remain in their entirety.*

Vendor hereby acknowledges receipt and agreement with the amendment.

  
 Signature Date 18 July 2007

John Michel, Sales  
Typed Name and Title

BPGraphics, Inc.  
Company Name

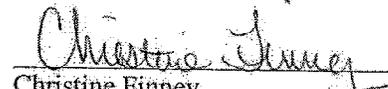
3940 W. Montecito Ave.  
Address

Phoenix                      AZ                      85019  
City                              State                      Zip

The above referenced Solicitation Amendment is hereby Executed

July 12, 2007

at Peoria, Arizona

  
 Christine Finney  
 Buyer

**Proposal for  
The City of Peoria / BPGraphics  
Printing Partnership**

**bpgraphics**

July 18, 2007

## **BPGraphics History**

Founded in 1961 as Billboard Poster Company, BPGraphics has specialized in the out-of-home advertising and sign market for more than 45 years. As the out-of-home advertising and sign industry evolved, so has our company.

First we added UV curable screen printing capabilities, including a 5-color in-line press. This allowed us to meet the high demands our customers have for quality and speed for everything from Transit Shelters and Bus Side posters to interior cards and Taxi Tops.

Later we expanded into digital production with both high-speed drum based equipment for printing paper billboards and transit posters, and super-wide roll to roll equipment for printing bulletins, mesh walls and a variety of other grand format substrates.

With the advent of digital printing, many new companies have jumped into the outdoor out-of-home market. Though we've made huge investments in digital printing, we've never left our roots in analog printing. Often digital printing is the perfect answer to the production question, but there are also many times when the quality and speed of screen printing make it the preferred production method.

With over 42,000 square feet of production space, 24-hour operation, digital and screen print capabilities and a dedicated staff of over 60 trained and talented individuals, BPGraphics is the perfect partner to meet the production needs of The City of Peoria and it's Sports Complex facilities.

## **BPGraphics – Resources & Staff**

BPGraphics' staff is organized into four main areas – Sales & Customer Service, Administrative & Support, Production, and Management.

From a customer service standpoint, a primary customer service representative will be assigned to interface with the City of Peoria. Additionally, John Michel, National Sales Manager, will be the direct contact with the City of Peoria Stadium staff to help determine their individual needs.

One of the most important resources that BPGraphics has to offer is our collective experience in, and knowledge of, the out-of-home printing industry. Most of our management team has been with the company for over 10 years and some more than 20 years. This institutional knowledge means that when a job comes in and doesn't look just right, whether it be

the specifications, the size, the material or the destination, we know the questions to ask to make sure we're producing what is needed by the client.

We're also very proud of our website – [www.bp-graphics.com](http://www.bp-graphics.com) it's a great resource for anyone printing out-of-home. Not only does it provide information about our company, but there are pages and pages of useful spec sheets, downloadable templates and links to important information. It also acts as a convenient portal for clients to send artwork directly to us, without having to use ftp software.

## **Customer Service - Working with BPGraphics**

We strive to make our systems and procedures flexible enough so that our customers can communicate and work with us in the manner that best suits them.

### *Customer Service*

Our customer service department is the key point of contact between our customers and BPGraphics. Though we have dedicated customer service personnel, all of our employees, regardless of department, understand the last part of their job description that reads "and anything else that needs to be done to satisfy the customer's needs." This means that even if the exact person you are trying to reach is not available, there will always be someone willing to help answer your question or solve your problem.

### *Estimating*

Our customer service department handles both estimating and trafficking of the jobs once they arrive. Customers typically work with a specific CSR, but everyone in the department is available to make sure that we meet our customer's needs. We welcome quote requests via phone, fax, and email or through our website – [www.bp-graphics.com](http://www.bp-graphics.com)

Once the estimate request is received, an estimate is generated in our computerized estimating system and emailed or faxed back to the customer. These estimates are stored in our system indefinitely and are accessible to the entire sales and customer service team as well as management to review or revise as needed. We pride ourselves on quick turn-around for providing estimates, typically within no more than 2-hours, if not sooner.

### *Job Ordering*

When the job arrives, the assigned customer service representative is responsible for putting the job into production through our plant-wide

computerized job order system. After the job is entered, it is given to another CSR to double check against the customer's purchase order, shipping instructions and the estimate.

### *Sending Artwork*

We're setup to receive artwork however you would like to provide it. We typically receive art on disk (CD or DVD), via email, through our ftp site or sent to us directly from our website.

### *Prepress*

Once the job order has been double checked, it goes into the prepress department where it is preflighted within 24 hours (sooner for rush jobs). This step insures that if there are any issues with missing fonts, corrupt graphics or files, they are quickly identified and replacement files can be obtained without losing critical time in the production cycle.

### *Creative Services*

Though most clients provide finished artwork, we do have a number of clients who utilize our creative department services to alter existing artwork or completely re-design a campaign.

### *Check & Double Check*

#### *Screen Print Production*

For jobs that are being printed with traditional analog methods (screen printing), we have a series of checks in place to be sure that the final product is the right product.

Upon approval of the contract proof, a set of negative films is output with a colorkey to be checked by the prepress operator, the customer service representative handling the job and the production manager. Each person in the chain completes an extensive checklist to be sure that everything is as it should be – from fonts to trapping to trim marks. Once the colorkey has been approved, a set of production positive films is output from the same postscript file that produced the colorkey film. This insures that there are no changes between the film that made the proof and the film that is used to make the screens.

The positive production film is checked for density and dot gain against our standards before being stripped and sent to the projection department.

Once the job is on press and color is achieved to the production manager's standard, the CSR in charge is called to the press room to approve the color and quality on press.

### Digital Production

All jobs that are printed digitally are proofed internally on the same machine/stock that the final product will be printed on – regardless of whether or not the client requests to see such a proof. Once color and content are approved on the proof, it is marked as “Follow for Color” and sent to the press room to be used when printing the final order. Once the job is printed, it is checked again against the approved “mini” to be sure everything is correct.

### *Press Checks*

The majority of all our jobs are printed without a client press check, but when the client would like to be on press for approval, we welcome them to do so. We have a customer lounge with high speed internet access, satellite TV and a comfortable place to both work and relax between “pulls.”

### *Final Approval*

Whether the client comes on press for approval or not, the CSR in charge of the job along with the area production manager always approves the final production run. Once the job has been approved next to the contract proof, it is OK'd to go to finishing and shipping.

### *Finishing & Shipping*

Once the job is finished, it moves into the finishing and shipping departments, depending upon the requirements of the job. The job is finished, packed and readied for shipment to the client.

### *PODs(Proof of Deliveries)*

One of the strengths of our company is the high degree of integration of all aspects of the production process through our plant wide computer system. This extends beyond our door to both FedEx and UPS. Our systems are integrated with both major carriers to automatically produce shipping labels when the product is ready to ship and then automatically track each package through delivery. At anytime, your CSR can provide, via fax or email, an up-to-date tracking and POD report for each job with information automatically downloaded from both carriers' websites. This system also allows us to identify mis-routed or delayed shipments that have not arrived

at their destination on time and correct the issue before it becomes a problem.

### *Invoicing*

Once the job is complete, an invoice is generated itemizing each product on the purchase order and any shipping charges. The invoice can be mailed, faxed or emailed according to the customer's preferences.

## **BPGraphics Capabilities**

An equipment list is included with this proposal, but merely listing the equipment doesn't do justice to the capabilities that they provide to our company.

### *Pre-press*

Our prepress department is staffed by eight prepress professionals. Mac G5 workstations are the primary platform for working with customers' files, though we can accept and work with artwork created in the PC world as well. We maintain the latest releases of all industry standard artwork, including QuarkXpress, Adobe Photoshop, Adobe Illustrator and Adobe InDesign.

To help maintain the highest color fidelity for all of our work, we utilize a Gretag Macth Spectrolino Spectroscan and ProfileMaker software to create ICC color profiles specific to our equipment. Proofing is done on both Epson high resolution color printers and the actual digital printing equipment being used to produce the job.

We have a complete film department, including two Panther Pro image setters and a Fuji film processor and analog proofing equipment.

Our digital equipment RIPs are provided by ONYX and drive our Scitex/HP digital printing machines.

### *Screen Printing*

After leaving prepress, jobs to be screen printed go first to our screen department. Here we utilize a Grunig 420 automatic screen coater to apply a uniform emulsion film to the screen. Next, the screens are exposed to the graphic image in one of our two Proditec Proka direct projection systems, eliminating the need to use life sized film. Exposed and developed screens then go to be printed on our Thieme 5070 5-color inline press, utilizing UV curable inks. This press can print an image up to 65" x 102" in size, at speeds

up to 500 sheets per hour. We also utilize two single color UV presses for spot color work, varnishes and anti-graffiti clear coat for digitally printed products.

### *Digital Posters*

Shorter run flexible stock products with quantities ranging from 1 – 300 are printed digitally on either of our two Scitex/HP TURBOjet high speed digital drum printers. These machines are capable of printing at speeds up to 4,000 square feet per hour and resolutions up to 448 dpi.

### *Digital Vinyl, Mesh*

For larger banners, vinyl bulletins, mesh walls, tri-visions and other super-wide projects, we utilize three (3) Scitex/HP XLjet Premium 5 meter roll to roll printers. These are the latest generation of super wide format machines that offer both high speed and high quality at the same time. The machines are so fast that we can produce more than 75 14' x 48' bulletins in a twenty-four hour period.

Because these are 5 meter (16' wide) machines, we print all 14' x 48' and smaller bulletins in one piece, using seamless vinyl. Seamless vinyl gives the highest quality finished product without the worries of puckering, visible seams or torn bulletins.

Typical products printed on these machines include:

- Vinyl Bulletins
- Mesh Walls
- Self Adhesive Walls & Tri-Visions
- Large Banners
- Bus Wraps and Vehicle Graphics

### *Finishing & Shipping*

The job is not done when the printing is complete – it still has to be finished, packed and shipped to arrive on time.

Our finishing department for screen printed and smaller digital production includes two (2) 85" computer controlled Siebold guillotine cutters for trimming the posters to the precise size required. We also have two hot/cold laminators, four grommet machines and a sewing department for any special finishing requirements.

Our bulletins, banners and mesh products are finished with a Miller WeldMaster high speed welder and we have a Liester heat welder as backup.

In this day of trying to cut costs, we like to stress that we don't skimp when it comes to our materials. All of our digital presses use only Scitex/HP OEM ink, not third party knock-offs. This gives our customers and us the comfort of knowing that their jobs are being printed with the highest quality inks available with a reputable manufacturer standing behind them. Our UV curable screen inks are also the best in the industry, manufactured by Coates Ink. Our stocks are all from the top manufacturers in the industry, including 3M, FlexCon and Cooley Digital.

### *All Work Performed In-House*

All work we produce is done in-house from beginning to end. From pre-press through finishing, we have made the investment in equipment, people and training to be a "one-stop shop" for all out-of-home printing needs.

### **BPGraphics Standard Turn-around Times**

Responsiveness is a key word at BPGraphics. When customers call or email to ask how quickly we can turn a job around, our standard reply is "tell us when you need it and we'll figure out how to get it done." As we operate 24 hours per day, we really don't have any overtime available and so we typically don't charge overtime for rush jobs. If we can re-arrange schedules to meet our customer's needs, we're happy to do so. Because of our diverse production processes, we have the ability to run most jobs either digitally or screen-print. That means that even if a job was quoted one way, if we have to run it another way to meet the customer's deadline, we can and will do so.

We strive to return quotes within a 2-hour window during the normal business day. Quotes for large campaigns may require a little extra time.

Standard production time for most digital products is 3-4 days from proof approval while screen print production typically runs at 4-5 days. Proofs are typically sent out the day after we receive artwork.

The above time frames are standard, but we know in this business there are always emergencies that require extraordinary action. When emergencies arise, we can and do provide same-day and next-day turnaround for our customers.

### **Why Should The City of Peoria Partner with BPGraphics?**

The City of Peoria will undoubtedly have the opportunity to partner with some of the best production houses in the industry. Why should The City of

Peoria choose BPGraphics? We provide all three components to any successful partnership – Quality, Service and Price.

There are very few firms in the industry that offer both analog and digital production capabilities and do it all under one roof. Though digital printing can be used for many pieces today, there are still many products that certain clients prefer to have screen-printed. This includes double sided backlit pieces and jobs that require an exact PMS or logo color match. That can only be achieved with traditional printing techniques. The quality of our systems for screen printing, from prepress to screen making to the actual printing process are matched only by the quality of our people doing the work.

When it comes to digital printing, the quality and speed of the TURBOjet for paper and small vinyl is unmatched. The value of having two identical presses, side by side, for both throughput and redundancy in case of downtime for service can't be overstated.

For super wide format printing, the XLJet Premium is the best machine available – offering both quality and speed. Three identical machines running 24-hours per day means we can meet the most demanding production schedules.

In short, the people, technology and operating philosophy of BPGraphics make it the best choice for a partnership with The City of Peoria

Respectfully submitted,

A handwritten signature in black ink that reads "John Walter Michel". The signature is written in a cursive, flowing style with a large initial "J".

John Michel, National Sales Manager

# EQUIPMENT LIST

## PRE-PRESS

Mac G5 workstations / OS X (6)  
Mac Intel Core 2 Duo Workstations (3)  
Mac Xserve Quad Xeon 1.5 TB Server  
HP 130 Digital Proofer  
Gretag Macbeth Eye-one IO color spectrophotometer  
Gretag Macbeth Profile Maker w/ Device Link (ICC Profiles)  
Onyx Poster Shop RIPs (4)  
Onyx Production House RIP (2)  
Panther Plus image setter  
Fuji analog proofing system  
Software supported – current versions of Quark Xpress, Adobe Illustrator, Adobe Photoshop, Adobe InDesign, Macromedia Freehand, CorelDraw

## SCREEN MAKING

Grunig 420 automatic screen coater  
Proditec Proka direct projection cameras (2)  
IS2003 fully automatic screen developer  
Saati Top-10 pneumatic screen stretching system  
Image Technology fully automated screen reclaiming system.

## SCREEN PRINTING

Thieme 5070 5-color UV screen press (62" x 102")  
Thieme 3000s single color UV screen presses (2)  
Atma 20x24 clamshell single color presses (4)  
Coates IDS computer controlled ink mixing/dispensing system

## DIGITAL PRINTING

HP Scitex TurboJet (TJ 8300) drum based (63" x 144") hi-speed digital presses  
Up to 4,000 sq. ft. per hour on paper, adhesive vinyl, static cling, styrene and indoor flex vinyl. (2)  
HP Scitex XL1500 5 meter superwide digital presses  
High speed and high quality on flex vinyl, mesh and fabrics up to 16' wide. (3)  
HP Scitex FB 6300 UV Flatbed digital press  
75" x 120" on rigid stocks up to 1" thick.  
HP Scitex CoreJet (FB 6700) fully automated 63" x 126" print area digital flatbed press  
HP 9000 64" Hi-Res digital roll-to-roll press (2)

## FINISHING

Miller Weld-Master 54' heat seamer  
Leicester heat seamer  
Singer sewing machine  
Seibold 85" guillotine cutters (2)  
Hiker fully automatic grommet machine  
Hiker manual grommet presses (4)  
Laminator (Hot/Cold) - 55" to 64" (3)



# PRICE SHEET

**Materials Management  
Procurement**

Solicitation Number: Q07-02

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

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
<b>I.</b>	<b>Stadium Signs - Includes removal of old sign and application of the new sign</b>				
	<b>A. Outfield Billboards</b>				
	1.) 6.5' x 16' padded sign	20	Each	\$ 417.00	\$ 8,340.00
	2.) 6.5' x 8' padded sign	2	Each	\$ 226.00	\$ 452.00
	<b>B. Down the Line</b>				
	1.) 2' x 16' padded sign	4	Each	\$ 152.00	\$ 608.00
	<b>C. Bull Pen</b>				
	1.) 9' x 32'	4	Each	\$ 1,252.00	\$ 5,008.00
*	<b>D. Dugout Roofs</b>				
	1.) 6' x 100'	2	Each	\$ 850.00	\$ 1,700.00
	<b>E. Sports Complex Logo (tunnel)</b>				
	1.) 5' x 12'	1	Each	\$ 288.00	\$ 288.00
	<b>II. Street Signs</b>				
	<b>A. Entrance &amp; Directional Signs</b>				
	1.) 40.5" x 40.5"	8	Each	\$ 164.00	\$ 1,312.00
	2.) 14" x 36"	24	Each	\$ 74.00	\$ 1,776.00
	<b>B. Circle Drive</b>				
	1.) 40.5" x 40.5"	10	Each	\$ 164.00	\$ 1,640.00
	2.) 14" x 36"	14	Each	\$ 74.00	\$ 2,200.00
	<b>C. Mariner's Way</b>	30			
	1.) 14" x 36"	6	Each	\$ 74.00	\$ 444.00
	<b>D. Padres Way</b>				
	1.) 14" x 36"	6	Each	\$ 74.00	\$ 444.00
	* indicates painting of Dugout Roofs, Sports Complex Logo.				
**	** indicates second option to paint Sports Complex Logo				



# PRICE SHEET

**Materials Management  
Procurement**

Solicitation Number: **Q07-02**

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

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
<b>III.</b>	<b>Additional Signage (all prices include installation)</b>				
	Banner Signs	1	Sq. Foot	\$ 2.25	\$ *
	New Aluminum Panel Signs	1	Sq. Foot	\$ 21.00	\$ *
	Vinyl Adhesive Overlay	1	Sq. Foot	\$ 4.25	\$ *
	Custom Team Plaques	1	Sq. Foot	\$ 21.00	\$ *
	* Above items square foot pricing based upon minimum order of \$100.00. For installation outside the scope of items I and II, a trip charge of \$50.00 per trip is applicable.				
<b>IV.</b>	<b>Miscellaneous (please itemize)</b>				
	BPGraphics proposes using adhesive vinyl overlay material specifically designed to adhere to concrete on item C- 9'x32' bullpen and item E- 5'x12' Sports Complex Logo Tunnel on page 21.			\$ 75.00	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
	Tax 8.1% :				



## REQUEST FOR QUOTATION

### INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

#### Materials Management Procurement

8314 West Cinnabar Avenue  
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 COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
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 warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management

#### Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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

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



# SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q07-02

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
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 Sports Complex Signage.
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. **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.

5. **Contract Type:** Firm Fixed Price
6. **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.
7. **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.
8. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
9. **Pre-Proposal/Site Visit:** A Pre-Proposal Meeting & Site Visit/Walk Through will be held at the Sports Complex:

ADDRESS: 16101 N. 83rd Avenue  
Peoria, Arizona 85345  
**Conference Room: Souvenir A**

DATE: July 11, 2007

TIME: 9:00 A.M. Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal 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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q07-02

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

10. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- A. Experience of the Firm
- B. Method of Approach
- C. Cost
- D. Past Performance/References
- E. Conformance to Request for Proposals

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

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **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.
15. **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.
16. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q07-02

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
17. **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.
18. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
19. **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.
20. **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 delivery 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.
21. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. 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.
22. **Delivery:** Delivery shall be made within fourteen (14) days of receipt of a purchase order.
23. **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.
24. **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.
25. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q07-02

Materials Management  
Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

26. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the City concurrent with its announcement to other customers. Advanced 30 day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City of Peoria, Materials Management Division.
27. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
28. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- 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.
  - 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.
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 formal announcement from the manufacturer that the product or model has been discontinued.
  - Documentation from the manufacturer that names the replacement product or model.
  - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - 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.
  - 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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q07-02

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
34. **Demonstration Models:** All vendors are hereby notified that demonstration units of the equipment offered shall be available in Phoenix. The City of Peoria, Materials Management Division must arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
35. **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.
36. **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.
37. **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.

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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q07-02

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### 38. Required Insurance Coverage:

#### a. Commercial General Liability

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

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

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

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

#### b. Automobile Liability

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

#### c. Workers' Compensation

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

39. **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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q07-02

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

40. **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.

41. **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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q07-02

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 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.



# SCOPE OF WORK

## Materials Management Procurement

Solicitation Number: Q07-02

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

### I. General

The City of Peoria Sports Complex is located at 16101 N. 83rd Avenue in Peoria, Arizona. The Peoria Sports Complex is the Spring Training and player development facility of the Seattle Mariners and San Diego Padres. The site encompasses almost 150 acres and within this property are a variety of signs.

Signs are usually four color and are on a multitude of surfaces. Stadium billboards (section II below) are done yearly. Remaining signs (sections III, IV & V below) are done as needed, if needed throughout the year (i.e. if fading should occur or if aluminum panels need to be replaced).

### II. Stadium

#### A. Outfield billboards

- Replaced every season (begin process in January, to be completed by mid-February)
  1. Size: 6.5' x 16' Qty: (20)
  2. Size: 6.5' x 8' Qty: (2)

#### B. Down the Line

- Situated along the 1<sup>st</sup> & 3<sup>rd</sup> baselines. There are four (4) pads, two per side of field.
- Replaced every season (begin process in January, to be completed by mid-February)
  1. Size: 2' x 16' Qty: (4)

#### C. Bull Pen

- Four color, two per bullpen
- Replaced every season (begin process in January, to be completed by mid-February)
  1. Size: 9' x 32' Qty: (4)

#### D. Dugout Roofs(2) – (one per team)

- Each dugout roof displays four color hand-painted graphics of the team names, team logo and the City of Peoria logo.
- Painting procedure: Wash rooftops, scrape all loose paint, sand existing graphics & repaint all graphics as per original design.
  1. Size: 6' x 100' Qty: (2)

#### E. Sports Complex Logo

- Situated in the tunnel entering the field
- Repainted on an as-needed basis
- Four color, painted directly onto the surface of the concrete
  1. Size: 5' x 12' Qty: (1)



## SCOPE OF WORK

Solicitation Number: Q07-02

### Materials Management Procurement

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

### III. Street Signs – replaced as needed, if needed

#### A. Entrance and Directional Signs

- Situated along 83<sup>rd</sup> Avenue and Paradise Lane at the four entrances to the complex.
- Signs will require adhesive vinyl backing with vinyl adhesive decal work.
- There are two (2) sports complex logo signs with six (6) additional directional signs per unit at each entrance.

1. Size: 40.5" x 40.5" Qty: (8)
2. Size: 14" x 36" Qty: (24)

#### B. Circle Drive

- Located inside complex and runs around outside of stadium.
- These signs will require adhesive vinyl backing with vinyl adhesive decal work.

1. Size: 40.5" x 40.5" Qty: (10)
2. Size: 14" x 36" Qty: (14)

#### C. Mariner's Way

- Located inside complex and runs next to Mariner's practice fields and clubhouse.
- These signs will require adhesive vinyl backing with vinyl adhesive decal work.

1. Size: 14" x 36" Qty: (6)

#### D. Padres Way

- Located inside complex and runs along Padres' practice fields and clubhouse.
- The signs will require adhesive backing with vinyl adhesive decal work.

1. Size: 14" x 36" Qty: (6)



## SCOPE OF WORK

### Materials Management Procurement

Solicitation Number: Q07-02

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

#### IV. Custom Signs:

- A. On occasion, the City may require the Contractor to provide the creative services necessary to create custom team plaques or other custom signs and install them. Price shall be per square foot and shall include the cost for all labor (including graphic design) & materials necessary to create and install the sign.

#### V. Additional Signage

- A. The following signs are located throughout the stadium and will require upkeep. Signs are aluminum panel with adhesive vinyl overlay. Signs include, but are not limited to the following:

- Pass gates
- Restrooms
- Directional & Rainout
- Seat number, row and section
- Souvenirs
- Concessions

- B. The City may request that the Contractor replace aluminum panel sign versus applying adhesive vinyl overlay if the sign has been damaged, been overlaid too many times or reached its useful life. This will require replacing the aluminum panel, hardware and reproducing the graphics. Price shall be per square foot and shall include the cost for all labor (including graphic design) & materials necessary to create and install the sign.

#### C. Additional Information:

- Aluminum panel material: Thickness of no less than .080 is preferred for most signs. This requirement may not apply to smaller signs such as small seatback signs. Contractor shall indicate type (thickness) of aluminum offered when providing individual price quotes to the City.
- Adhesive vinyl overlay: Contractor shall describe in their proposal the type and grade of vinyl that is being proposed, including the production process that is used to make the vinyl.
- Banner Signs: On occasion, the City may request that the Contractor create and install a banner sign. Price shall be per square foot and include all labor (including graphic design) and materials necessary to create and install the banner.



## SUBMITTAL REQUIREMENTS

Solicitation Number: Q07-02

### Materials Management Procurement

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

#### I. PROPOSAL FORMAT:

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

#### II. PROPOSAL CONTENT: The following items shall be addressed in the proposal:

##### A. Firm's experience

1. Include number of staff, qualifications and assignments.

##### B. Method of Approach

1. Materials/Process – Provide a detailed description of the process & materials to be used when making signs for the Sports Complex. Include a description of the type, grade and quality of proposed materials to be used.
2. Equipment List –Include a detailed list of equipment (i.e. printers, scanners, etc) that will be used to perform the services for the Sports Complex.
3. Graphic Design Services –Describe the process for producing graphic design, consultation, and layout and/or illustration services when requested. Include processes used for revisions and delivery methods for proofs and final artwork.

##### C. Cost/Price Sheet – complete Page 21-22

##### D. Minimum of three (3) owner references – complete Page 23

##### E. Any Exceptions must be clearly noted and identified on Page 24

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

- A. Experience of the Firm
- B. Method of Approach
- C. Cost
- D. Past Performance/References
- E. Conformance to Request for Proposals

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

#### IV. PRE-PROPOSAL//WALK-THROUGH: A pre-proposal meeting will be held at the Sports Complex at the date and time indicated on Page 8, Paragraph 9. An opportunity to tour the grounds will be provided directly after the meeting. This will be the only opportunity for potential offerors to visit the site. No individual appointments will be granted.



## SUBMITTAL REQUIREMENTS

Solicitation Number: Q07-02

### Materials Management Procurement

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

#### V. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on July 18, 2007.

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

City of Peoria  
Materials Management  
8314 West Cinnabar  
Peoria, Arizona 85345

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

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

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



# CONTRACT AMENDMENT

**ORIGINAL**  
Materials Management Division  
Procurement

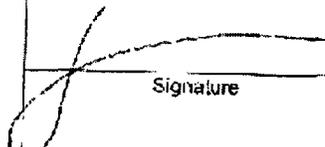
8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **Q07-02** Page 1 of 3  
Description: Sports Complex Signage  
Amendment No: One (1) Date: 11/17/08

Buyer: Christine Finnoy, CPPB

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 09/06/08 and is hereby extended. **The New Contract Term is: 09/07/08 to 09/06/09.**
- B. A price increase in the amount of 3.0% is hereby granted.
- C. The attached REVISED price sheet replaces all previous price sheets.
- D. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
  - 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 hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>1-19-09</u> Date	<u>Curtis Cooper, President</u> Typed Name and Title	BP Graphics Company Name
<u>3940 W. Montecito Ave.</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85019</u> Zip Code

Attested by:

  
Mary Jo Kief, City Clerk

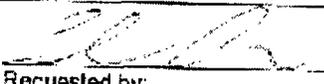
CC Number \_\_\_\_\_

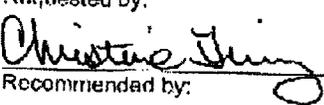
ACON55607A  
Contract Number: \_\_\_\_\_

Official File \_\_\_\_\_

  
City Seal

City of Peoria, Arizona

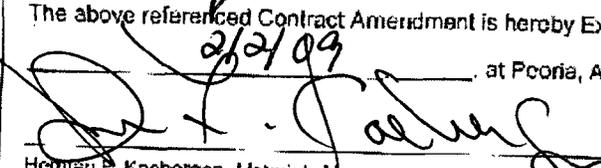
 11-05-08  
Requested by:

  
Recommended by:

**Ellen Van Riper, Assistant City Attorney**  


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

The above referenced Contract Amendment is hereby Executed  
2/2/09 at Peoria, Arizona.

  
Herman P. Koeborgen, Materials Manager

**A CON 55607A**



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **Q07-02** Page 2 of 3  
Description: Sports Complex Signage  
Amendment No: One (1) Date: 11/17/08

Buyer: Christine Finney,

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.

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.

**BP Graphics**  
**Q07-02, Sports Complex Signage**  
**Price Sheet - Contract Amendment 1**

Description	Qty	Unit	Original Contract		Amd#1 (Sep-08)	
			Unit Price	Ext. Price	Unit Price	Ext. Price
<b>Stadium Signs - includes removal of old sign and application of the new sign</b>						
<b>Outfield Billboards</b>						
6.5' x 16' padded sign	20	Each	\$521.00	\$10,420.00	\$536.63	\$10,732.60
6.5' x 8' padded sign	2	Each	\$278.00	\$556.00	\$286.34	\$572.68
<b>Down the Line</b>						
2' x 16' padded sign	4	Each	\$184.00	\$736.00	\$189.52	\$758.08
<b>Bull Pen</b>						
9' x 32'	4	Each	\$1,540.00	\$6,160.00	\$1,586.20	\$6,344.80
<b>Dugout Roofs</b>						
6' x 100'	2	Each	\$650.00	\$1,300.00	\$669.50	\$1,339.00
<b>Sports Complex Logo (tunnel)</b>						
5' x 12'	1	Each	\$348.00	\$348.00	\$358.44	\$358.44
<b>Street Signs</b>						
<b>Entrance &amp; Directional Signs</b>						
40.5" x 40.5"	8	Each	\$164.00	\$1,312.00	\$168.92	\$1,351.36
14" x 36"	24	Each	\$74.00	\$1,776.00	\$76.22	\$1,829.28
<b>Circle Drive</b>						
40.5" x 40.5"	10	Each	\$164.00	\$1,640.00	\$168.92	\$1,689.20
14" x 36"	30	Each	\$74.00	\$2,220.00	\$76.22	\$2,286.60
<b>Mariners Way</b>						
14" x 36"	6	Each	\$74.00	\$444.00	\$76.22	\$457.32
<b>Padres Way</b>						
14" x 36"	6	Each	\$74.00	\$444.00	\$76.22	\$457.32
<b>Total</b>				<b>\$27,356.00</b>		<b>\$28,176.68</b>

Description	Unit	Original Contract		Amd#1 (Sep-08)	
		Price		Price	
<b>Additional Signage</b>					
Banner Signs	1 Sq.Ft.	\$2.25		\$2.32	
New Aluminum Panel Signs	1 Sq.Ft.	\$21.00		\$21.63	
Vinyl Adhesive Overlay	1 Sq.Ft.	\$4.25		\$4.38	
Custom Team Plaques	1 Sq.Ft.	\$21.00		\$21.63	
<b>Miscellaneous</b>					
Hourly Rate for Sign Repair	1 Hour	\$75.00		\$77.25	



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: Q07-02      Page 1 of 1  
Description: Sports Complex Signage  
Amendment No: Two (2)      Date: 7/20/2009

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 09/06/09.

**Contract Term: 09/07/09 to 09/06/10**

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

8-14-09  
Date

Curtis Carpenter,  
President

Typed Name and Title

BP Graphics, Inc.

Company Name

3940 W. Montecito Ave.

Address

Phoenix

City

AZ

State

85019

Zip Code

Attested by:

Mary Jo Kief, City Clerk

Mike Hyland, Operations Coordinator, Sports Complex

J.P. de la Montaigne, Community Services Director

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed

August 21

2009, at Peoria, Arizona.

Herman F. Koeborgen, Materials Manager



City Seal

(Rev 02/01/08)

CC Number

ACON 55607B

Contract Number:

Official File

**ACON55607B**

CE



# CONTRACT AMENDMENT

**Materials Management Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: Q07-02 Page 1 of 1  
Description: Sports Complex Signage  
Amendment No: Three (3) Date: 6/29/2010

Buyer: Christine Finney

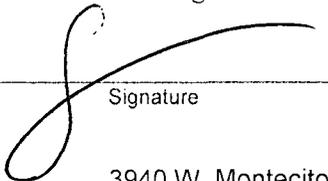
ORIGINAL

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 09/06/10.

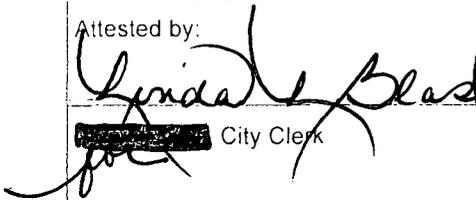
THE NEW CONTRACT TERM:

**Contract Term: 09/07/10 to 09/06/11**

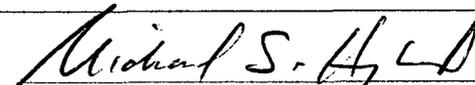
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

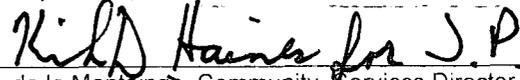
	<u>9-8-10</u>	Curtis Carpenter, President	BP Graphics, Inc.
Signature	Date	Typed Name and Title	Company Name
3940 W. Montecito Ave.	Phoenix	AZ	85019
Address	City	State	Zip Code

Attested by:

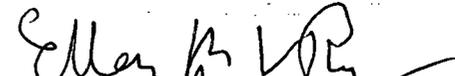
  
City Clerk



  
Mike Hyland, Operations Coordinator, Sports Complex

  
J.P. de la Montange, Community Services Director

**Ellen Van Riper, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed

Sept. 27, 2010, 2010, at Peoria, Arizona.

  
Herman F. Koebergen, Materials Manager

152

City Seal

(Rev 02/01/08)



# CONTRACT AMENDMENT

## Materials Management

### Procurement

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

Solicitation No: Q07-02      Page 1 of 1  
Description: Sports Complex Signage  
Amendment No: Four (4)      Date: 7/12/2011

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 09/06/11.    **LAST YEAR OF CONTRACT**

### THE NEW CONTRACT TERM:

**Contract Term: 09/07/11 to 09/06/12**

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

Signature

7-26-11  
Date

Curtis Carpenter,  
President

Typed Name and Title

BP Graphics, Inc.

Company Name

3940 W. Montecito Ave.

Address

Phoenix

City

AZ

State

85019

Zip Code

Attested by:

Wanda Nelson, City Clerk



City Seal

(Rev 02/01/08)

CC Number

ACON 55607D

Contract Number:

Official File

Director: Jeff Tyne, Interim Community Services Director

Dept Rep: Mike Hyland, Operations Coordinator

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

The above referenced Contract Amendment is hereby Executed

August 24, 2011, at Peoria, Arizona.

Dan Zenko, Materials Management Supervisor

A CON 55607D



# CONTRACT AMENDMENT

## Materials Management Procurement

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

Solicitation No: Q07-02      Page 1 of 1  
Description: Sports Complex Signage  
Amendment No: Four (4)      Date: 7/12/2011

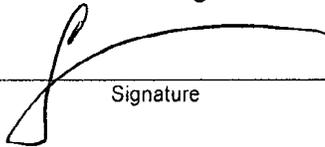
Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 09/06/11.    **LAST YEAR OF CONTRACT**

### THE NEW CONTRACT TERM:

**Contract Term: 09/07/11 to 09/06/12**

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



Signature

7-26-11  
Date

Curtis Carpenter,  
President

Typed Name and Title

BP Graphics, Inc.

Company Name

3940 W. Montecito Ave.

Address

Phoenix

City

AZ

State

85019

Zip Code

Attested by:



Wanda Nelson, City Clerk



City Seal

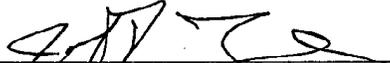
(Rev 02/01/08)

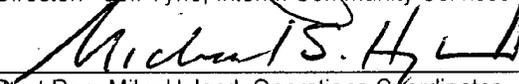
CC Number

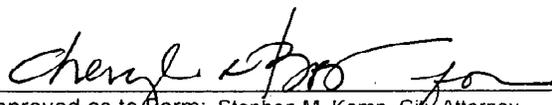
ACON 55607D

Contract Number:

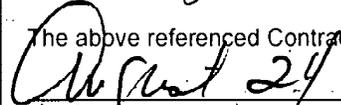
Official File

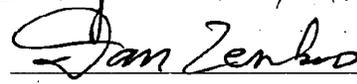
  
Director: Jeff Tyne, Interim Community Services Director

  
Dept Rep: Mike Hyland, Operations Coordinator

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

The above referenced Contract Amendment is hereby Executed

  
August 24, 2011, at Peoria, Arizona.

  
Dan Zenko, Materials Management Supervisor

A CON 55607D