



# CITY OF CARSON, CALIFORNIA

701 East Carson Street, Carson CA 90745

## REQUEST FOR PROPOSALS NUMBER: RFP 21-043

### [On-Call Youth Sports Photography Services]

**ISSUED: 11/11/21**

Mandatory Pre-Bid Meeting/Job Walk:	<b>Not Applicable</b>
Prospective Contractor Questions Due:	<b>11/18/21   2:00 PM</b>
Proposals Due (Electronic Only):	<b>11/24/21   5:00 PM</b>

**Due to the current COVID-19 pandemic, The City is not accepting walk-in or hand-deliveries of proposals.**

### **PROPOSALS MUST BE SUBMITTED ELECTRONICALLY**

**NO LATE PROPOSALS WILL BE ACCEPTED.** Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Carson to reject any proposal that is received late.

- (1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:  
<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

# REQUEST FOR PROPOSAL RFP NO. 21-042

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### **ADDITIONAL DOCUMENTS AVAILABLE ON PLANETBIDS AS DOWNLOADS**

1. Affidavit of Non Federal Lobbyist Requirements
2. Certificate of Compliance with Labor Code Section 3700
3. Debarment and Suspension Certification
4. Affidavit of Non-collusion and Non-discrimination
5. Client Reference List

## **A. SUMMARY**

The City of Carson ("City") was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California charter city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City's Community Services/Parks and Recreation Department requests written responses to this Request for Proposals (RFP) from qualified vendors interested in providing on-call photography services for standard photo packages for the City's Youth Sports program that takes place at twelve (12) City parks. The program includes but is not limited to: Boys and Girls Basketball, Flag Football, Boys and Girls Soccer, Cheer, Baseball, Softball, T-ball, and Track.

The standard photo package that proposers must offer shall include: one (1) 4" x 6" individual photo, one (1) 5" x 7" team photo, one (1) button with individual photo (round, 2.25" diameter), four (4) wallet-sized (2" x 3") individual photos, and one (1) frame to display the team photo and 4" x 6" individual photo. All photos shall be reasonably high quality (both when maintained in electronic/digital form and when printed for the sizes specified herein), clear, well-focused and colored, free of any blemishes, and not pixelated. Each proposer must submit a sample standard photo package to the City comprised of the foregoing items, with the sample photos submitted in digital form as well as in print-outs. Arrangements with the Purchasing Department must be made to deliver samples by the proposal due date on November 24, 2021 by 5:00pm. Samples submitted become the property of the City.

City anticipates a need to order up to one standard photo package per youth sports participant at or near the time of commencement of each applicable youth sport's season, each year.

Boys and Girls Basketball season runs from January to March. Baseball, softball and t-ball season runs from April to July. Soccer and Flag Football season runs from October to December. Cheer season is year-round and would take photographs in January. City does not currently anticipate a need for any photography services for Track, but reserves the right to order such services on an on-call basis as part of the contract(s) entered into pursuant to this RFP if and when such services become necessary.

The estimated number of participants in the respective youth sports programs per year are as follows:

<b><u>Program</u></b>	<b><u>Est. Number of Teams</u></b>	<b><u>Est. Number of Participants</u></b>
Basketball (including Boys & Girls)	139	1,204
Baseball/Softball/T-ball	168	2,011
Flag Football	29	342
Soccer (including Boys & Girls)	112	1,158

The foregoing participant figures are estimates only and are not guaranteed to be the amount or basis of any actual order. Actual demand that the City tentatively intends to be met collectively by the on-call panel (discussed further below) will be based on the number of participants that register for each sport during the registration process that takes place at or prior to the time of commencement of the relevant sports season.

The term of any contract entered into pursuant to this RFP shall be for three (3) years (unless earlier terminated by either party in accordance with applicable provisions of the **Contract Services Agreement**), estimated to begin on or about January 1, 2022 and continue through about December 31, 2024, with a City option to extend the term for up to two (2) one-year extension periods beyond the initial three-year term at the price rates proposed for the third year of the initial term of the contract. See **Contract Services Agreement**.

Each proposer must have at least 3 years of experience as a team sports photographer and must provide its qualifications in the proposal. Proposals shall include a list of the proposer's professional affiliations, certifications and references. Proposals must include turnaround time for all standard photo packages commencing from the time the pictures are taken.

Any and all contracts awarded pursuant to this RFP will be on an on-call basis, will not be exclusive as to other photography service providers for any item or sport, and will not commit the City to place any orders. The City intends to establish an on-call panel of vendors pursuant to this RFP, and once established, the City's Recreation Division will select from among the panelists as needed on an on-call basis to meet the photography needs of its Youth Sports program.

The City of Carson reserves the right to make changes to this RFP as it may deem appropriate. Any and all changes to the RFP shall be made by written addendum, which shall be issued to all prospective proposers who have been issued or obtained a copy of the RFP. No oral changes will be permitted. Addenda issued during the proposal process will become a part of the original proposal. All proposals must be submitted by the due date and time established as specified on p. 1 of this RFP. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson, subject to the requirements of applicable law.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a written service contract has been fully executed (see **Contract Services Agreement**). The award, if made, will take place within approximately ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City to award any contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time as proposals are opened, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by addendum.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc., may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (Planet Bids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through Planet Bids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through Planet Bids. Any City response for this RFP that is not posted through Planet Bids is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

**B. MANDATORY PRE-PROPOSAL MEETING**

Pre-proposal meeting or job walk mandatory:	<b>NO</b>
Pre-proposal meeting or job walk time:	<b>NOT APPLICABLE</b>
Pre-proposal meeting or job walk location:	<b>NOT APPLICABLE</b>

Pre-proposal meetings are held for the purpose of answering proposer questions. If a pre-proposal meeting is mandatory, then the City will not accept proposals from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Proposers are to meet at the location as listed, if applicable.

**C. PROPOSAL SUBMITTAL**

The proposals must be submitted electronically only.

Proposals must submitted electronically on Planet Bids no later than **11/24/2021 at 5:00 PM**. Please allow sufficient time to prepare and upload your documents into the electronic bid

system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of Planet Bids must be directed to Planet Bids.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer’s name and the City’s Request for Proposal No. 21-043.**

<b>Required Proposal Sections and Documents</b>		
1	<b>Company Certification and Personnel Verification</b> Certification, on company letterhead, that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include a statement that the corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement.	Required
2	<b>Subcontractor List</b> (if applicable) Include any proposed subcontractor’s qualifications and the nature and extent of work proposed to be performed by each subcontractor.	Required if Applicable
3	<b>Cost Proposal</b> Include all pricing information relative to the engagement on Exhibit “C” of the <b>Contract Services Agreement</b> .	Required
4	<b>Client Reference List</b> Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 4 total references, including 3 references for work performed within the last 3 years. (Download from PlanetBids).	Required
5	<b>Modifications, Changes or Exceptions to the City Contract Services Agreement Template</b> Any exceptions, objections or requested modifications to any of the provisions, terms or conditions set forth in the City’s <b>Contract Services Agreement</b> template shall be fully described and stated in writing in Exhibit “B” of the <b>Contract Service Agreement</b> .	Required if Applicable
6	<b>Affidavit of Non-Collusion and Non-Discrimination</b> (download from PlanetBids)	Required
7	<b>Federal Lobbyist Requirements</b> (download from PlanetBids)	Required
8	<b>Debarment and Suspension Certificate</b> (download from PlanetBids)	Required
9	<b>Certificate of Compliance with Labor Code Section 3700</b> (download from PlanetBids)	Required if Applicable
10	<b>Bid Security</b> (download from PlanetBids) Bid Bond	Required if Applicable

Proposals shall also include a brief description of the proposer’s origin and history, an explanation of the proposer’s organization and employee structure, and information demonstrating the

proposer’s experience in any contracts similar in nature or scope to this solicitation. Proposals shall also demonstrate the proposer’s capacity to deliver the solicited services reliably and without interruption. Reference shall be included to the person/organization to which the proposer most recently provided services similar in nature or scope.

Additional required proposal information and requirements/information are described below, including in Section H, Cost Proposal (pp. 8-9), and in Exhibits A - C (inclusive) of the **Contract Services Agreement**. As indicated in Section VIII of Exhibit A of the **Contract Services Agreement**, proposals shall identify the key personnel (names and titles/functions) who will be used to perform the services, including any proposed subcontractors. Proposals shall also identify the proposer’s contract representative for City to fill in in Section 4.1 of the **Contract Services Agreement**.

**D. QUESTIONS AND ADDENDA**

All project scope questions must be posted to Planet Bids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to Planet Bids 5 days prior to the bid deadline for all interested proposers to review.

The City’s Planet Bids portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to Planet Bids no later than 5 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	Planet Bids	Post directly to Planet Bids
2	Use of Planet Bids	Planet Bids	(818) 992-1771
3	City’s Purchasing Process	Shelly Root, Senior Buyer	sroot@carsonca.gov 310-830-7600, Ext. 1231

**ONLY the City’s Purchasing Manager may be contacted regarding this solicitation. No other City officers, agents, employees or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.**

**E. PROPOSER QUALIFICATIONS**

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) must pay the City’s business license tax and submit required insurance documents prior to execution of the contract.

**F. PROCUREMENT LOCATION AND SCHEDULE**

Job location: **City of Carson Parks**

Job Work Schedule: **Quarterly with Sports Season (as directed by City’s Contract Officer)**

<b>Anticipated Procurement Schedule</b>		
1	Award of Contract	<b>12/7/21</b>
2	Contract Execution & Notice to Proceed	<b>12/13/21</b>
3	Begin Engagement	<b>1/1/22</b>
4	Complete Engagement	<b>12/31/24</b>

**G. OTHER REQUIREMENTS**

The City’s form contract is required (see **Contract Service Agreement**). Specific requirements are outlined in the form contract.

**Prevailing Wage Required: No**  
**Performance Bond Required: Not Applicable**

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City’s Contract Officer in advance of work performed.

**H. COST PROPOSAL**

Contractors must provide everything necessary to respond to the RFP and complete the services at their own expense including, but not limited to labor, materials, and equipment necessary to perform and complete the required work.

Price rates must be quoted on a per-standard-photo-package-basis by filling out the applicable row(s) of the tables provided in Exhibit C of the **Contract Services Agreement**. The total bid price for each unit/package must include all necessary labor and materials to complete the work required by the **Contract Services Agreement**, as will be completed by City pursuant to the award of contract(s) per this RFP, using the estimated number of registrants provided in the “Summary” section, above. Applicable fees, surcharges, taxes, etc. applicable to each unit/package shall be stated in the separate line(s) provided in said Exhibit C. Bids submitted are presumed to apply to all sports and seasons within the City’s youth sports program; if any sport or season is to be excluded from the proposal on the basis the proposer cannot does not wish to perform the necessary services for such sport or season, the proposer shall state same, identifying the excluded sport(s) or seasons, in the “notes” section of the applicable table in Exhibit “C.” However, capacity to provide services for *all* Youth Sports will be considered as part of category no. 2 of the evaluation criteria table set forth below, along with other considerations such as ability to provide services quickly and efficiently; exclusion of any sports from a proposal will adversely affect a proposer’s evaluation/scoring under that criterion. The “notes” section shall also include any relevant information about the quality or resolution of the photos that will be provided, and the samples should accurately reflect same.

Permits, licenses and fees must be obtained at the awarded Contractor’s sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within



the total proposal price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Turnaround times shall also be specified by filling out the blanks in Exhibit C of the **Contract Services Agreement**. Turnaround times for the “main season orders” as identified in Exhibit C shall be based on the estimated number of participants and timing of commencement of the seasons set forth above, and with the understanding that picture day (when the individual and team photos will generally be taken) will be held during the first three weeks of league play for the respective sports, unless otherwise directed by the City’s Contract Officer. Turnaround times for “late add-on orders” shall be based on any follow up orders that may be deemed necessary by the Contract Officer to procure additional standard photo packages or resolve any discrepancies after the main season order.

**I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT**

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until opened.

Proposal documents that are submitted on time and meet the minimum requirements outlined herein will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services, and a fair and reasonable price, and will be based on criteria in the Carson Municipal Code (“CMC”) (available at <https://www.codepublishing.com/CA/Carson/>) and this RFP (CMC §§2611 (b) - (c)).

City will select the highest ranked proposer(s) based on the following evaluation criteria, and will select/retain as many proposers as City deems necessary not only to provide photography services for each sport and season within the Youth Sports program, but also to provide City with multiple options and flexibility in availability of photography providers at different times, dates and places as necessary to meet the needs of the Youth Sports program for each sport, as determined by the City in its sole discretion.

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Points</b>
1	Qualifications & Experience	30
2	Capacity to deliver all services	25
3	Cost (inclusive of consideration of local preference if applicable per CMC 2611.1)	20
4	Quality of photo packages (based on proposal and samples)	15
5	References - Provide four (4) references, to include the most recent organization for programs and services that were provided similar to this RFP request	10
<b>Total</b>		<b>100</b>

The City may hold interviews with proposers prior to a final selection of consultant(s). Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the City Council has made the award and a written contract has been fully executed. The City will use the template **Contract Services Agreement** to develop the final contract based on the relevant proposal(s) selected.

The City reserves the right to reject all proposals, request additional information or take any other action considered to be in the best interest of the City of Carson, subject to the requirements of applicable law.

For purposes of this RFP, “bid” and “bidder” as used in this paragraph are synonymous with “proposal” and “proposer.”

Equal Bids. If prices quoted or received in two (2) or more sealed bids are equally the lowest bidder, including application of the local preference pursuant to CMC [§2611.1](#), then the City will proceed in accordance with CMC §2610(j).

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Consultant will perform the following Services on an on-call basis:**

Provide professional photography services, including taking photographs and delivering to City the below-described standard photo packages, for the City's Youth Sports program that takes place at 12 City of Carson parks, pursuant to Section V of this Exhibit. Sports included in the Youth Sports program are: Boys and Girls Basketball, Flag Football, Boys and Girls Soccer, Cheer, Baseball, Softball, T-ball, and Track. The "Standard photo package" includes: (i) one (1) 4" x 6" individual photo; (ii) one (1) 5" x 7" team photo; (iii) one (1) button with individual photo (round, 2.25" diameter); (iv) four (4) wallet-sized (2" x 3") individual photos; and (v) one (1) frame to display team picture and individual picture.

The Parks that host the Youth Sports programs/leagues that will be provided with photography services are the following:

<p>1. Anderson Park 1910 S. Wilmington Ave. Carson, CA 90746</p>	<p>7. Dominguez Park 21330 Santa Fe Avenue Carson, CA 90810</p>
<p>2. Calas Park 1000 E. 220th Street Carson, CA 90745</p>	<p>8. Hemingway Park 700 E. Gardena Boulevard Carson, CA 90746</p>
<p>3. Carriage Crest Park 23800 S. Figueroa Street Carson, CA 90745</p>	<p>9. Foisia Park 23410 Catskill Avenue Carson, CA 90745</p>
<p>4. Carson Park 21411 S. Orrick Avenue Carson, CA 90745</p>	<p>10. Mills Park 1340 E. Diamondale Dr. Carson, CA 90746</p>
<p>5. Del Amo Park 703 E. Del Amo Boulevard Carson, CA 90746</p>	<p>11. Stevenson Park 17400 Lysander Drive Carson, CA 90746</p>
<p>6. Dolphin Park 21205 Water Street Carson, CA 90745</p>	<p>12. Veterans Park 22400 Moneta Avenue Carson, CA 90745</p>

**II. Primary City staff contacts that Consultant will work with are anticipated to be as follows, subject to any City personnel changes (which are in City's sole and absolute discretion):**

Coordination of Photography Services schedule:

- Anderson Park- Isaac Gardner, Recreation Center Supervisor I
- Calas Park- Larry Failla, Recreation Center Supervisor II
- Carriage Crest Park- Carolyn Pele, Recreation Center Supervisor II
- Carson Park- Cristina Herrera, Senior Recreation Center Supervisor
- Del Amo Park- Aundrea Rockhold, Recreation Center Supervisor II
- Dolphin Park- Pat Camacho, Recreation Center Supervisor II
- Dominguez Park- Jose Pina, Recreation Center Supervisor I
- Hemingway Park- Gwen Whitaker, Recreation Center Supervisor II
- Foisia Park- Janny Noa, Senior Recreation Center Supervisor
- Mills Park – Mickie Sanchez, Recreation Center Supervisor II
- Stevenson Park- Kenny Harris, Recreation Center Supervisor II
- Veterans Park- Salvador Ortega, Senior Recreation Center Supervisor

Invoice Submissions:

- Nancy Rusas, Youth Sports Coordinator

Contract Officer:

- Tim Grierson, Recreation Superintendent

**III. The Recreation Division will perform the following:**

- A.** Provide the City park premises/space to be used for photo shoots at the approved location, date and time. Maps and lead contact information for all park sites will be provided. Locations are subject to change.
- B.** Distribute information, during registration for each Youth Sport for which the standard photograph package will be provided as part of the registration fees payable to the City by the Youth Sport participants (which excludes Track for purposes of this Agreement unless and until otherwise approved by the Contract Officer), regarding the standard photo package to be provided as part of the registration fees (such information is to be provided to City staff by Consultant pursuant to Section IV(C), below).

- C. Distribute standard photo packages to individual Youth Sports program participants once the same have been delivered to City by Consultant pursuant to this Agreement.

**IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

- A. Work with City Recreation Division staff to schedule team and individual picture days for each relevant sports season, subject to Contract Officer approval. Picture day (when all photos necessary for the standard photo packages ordered as part of any main season order pursuant to Section V, below, for the relevant sports season) will be held during the first three weeks of league play, unless otherwise authorized/directed by the Contract Officer.
- B. Provide sufficient staffing and equipment to complete all services in a timely manner. Many leagues play at the same time but at differing locations.
- C. Prepare informational forms/flyers containing information regarding the details of the standard photo package that is available to Youth Sports participants as part of their registration fees for use by the City pursuant to Section III(B), above, and deliver same to the City's Recreation Division staff at least 14 days prior to picture day. The information forms may also include information regarding other services available to be provided by the Consultant directly to the Youth Sports participants, which are all outside the scope of this Agreement, provided the form makes it clear that such services are not included within league registration fees or the scope of this Agreement, and would be provided by the Consultant directly to the Youth Sports participant with no involvement or responsibility of City.
- D. Standard photo packages for each Youth Sports program participant included within an approved Task Proposal pursuant to Section V of this Exhibit, to include: (i) one (1) 4" x 6" individual photo; (ii) one (1) 5" x 7" team photo; (iii) one (1) button (round, 2.25" diameter); (iv) four (4) wallet-sized individual photos (2" x 3"); and (v) one (1) frame to display the team photo and 4" x 6" individual photo. Standard photo packages shall be ordered and provided only pursuant to Section V of this Exhibit, and shall be delivered to City by the end of the relevant sport's season unless otherwise authorized or directed by the Contract Officer, in which case deliveries after the end of a sport's season shall be direct to participants. Additional orders by Youth Sports participants of anything beyond the standard photo package is outside the scope of this Agreement, and if Consultant provides such services to any Youth Sports participant, it is the responsibility of the Consultant to collect payment directly from the customer with no involvement or responsibility by the City or any of its employees or agents.
- E. One high-resolution digital copy team picture for each team photographed, emailed to the City's Recreation Division staff no later than three weeks after picture day, at no cost.
- F. One complementary team picture and plaque for the Head Coach of each team photographed, delivered to the City's Recreation Division staff no later than three weeks after picture day, at no cost.
- G. All photographs shall be reasonably high quality (both when maintained in electronic/digital form and when printed for the sizes specified herein), clear, well-focused and colored, free of any blemishes, not pixelated, and suitable for display.

- H. Work in good faith with Recreation Division staff and participants in resolving problems with photo sessions and correcting any discrepancies with the delivered products.
- I. Make-up days shall be provided as deemed necessary by the Contract Officer for any late add-on orders, to be coordinated as to date and location with Recreation Division.

**V. All services will be provided on an on-call basis in accordance with the following procedure:**

- A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit "C" whenever a requested task is provided for in Exhibit "C"; an explanation of how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."
- C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceed the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

**VI. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

- A. As requested by Contract Officer.
- B. Consultant to confirm and provide updates on shipment and delivery of all photo packages after order placement.

**VII. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

**VIII. Consultant will utilize the following personnel to accomplish the Services:**

*[Proposers to provide this information in proposals]*



**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

*[Instructions to Proposers: Requested exceptions or modifications to any proposed provisions of the Contract Services Agreement template shall be fully described in writing in the space provided below]*



**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

*[instructions to proposers: complete the table and fill in the blanks in Section I of this Exhibit]*

- I. **Consultant shall perform the services at the following rates:** Cost proposals submitted should be all inclusive of services provided, including all taxes and fees except charges for delivery of orders and any surcharges for late-add on orders placed after the main season order, which are to be listed in the separate rows provided below.

Item	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Notes
<b>Complete Standard Photo Package</b> (see Exhibit A for individual item details)				
<b>Delivery Fees/Costs</b>				
<b>Late add-on orders</b> (specify any applicable surcharge for orders placed after main season order)				

**Approximate turnaround time after main season order submitted: \_\_\_\_\_ (# of business days)**

**Approximate turnaround time for late add-on orders: \_\_\_\_\_ (# of business days)**

**II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all photograph packages or individual items provided, including the number of each type of item and the applicable price rate and fees/taxes.
- B. [Where applicable: Line items for all materials and equipment properly charged to the Services.]
- C. [Where applicable: Line items for all other approved reimbursable expenses claimed, with supporting documentation.]
- D. [Where applicable: Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.]

**III. The total compensation for the Services shall not exceed \$\_\_\_\_\_ as provided in Section 2.1 of this Agreement. [to be completed by City staff following award of contract(s)]**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the applicable Task Proposal and shall complete all tasks and deliver all tangible work products by the applicable Task Completion Date pursuant to Section V of Exhibit A.**

*[Per Exhibits A, C; further detail may be filled in by City following contract award]*

- II. Consultant shall deliver the following tangible work products to the City by the following dates: [See Section I of this Exhibit].**

*[Per Exhibits A, C; further detail may be filled in by City following contract award]*

- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**