

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
PHOTOGRAPHY SERVICES FOR
LINCOLN PARKS & REC. YOUTH SPORTS
QUOTE NO. 4878**

**Richmond Photography
P.O. Box 6248
Lincoln, NE 68506
402.202.6299**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Richmond Photography, P.O. Box 6248, Lincoln, NE 68506**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Photography Services for Lincoln Parks & Rec. Youth Sports, Quote No. 4878 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall be a 10% commission paid back to the City from photo purchases gross sales during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Supplier Extra Attachments from E-bid
 4. Specifications
 5. Special Provisions
 6. Instructions to Bidders
 7. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Ann Johnson
Parks & Recreation Director

Approved by Directorial Order 11785

dated 9/2/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

RPG Inc
Name of Corporation

PO Box 6248 Lincoln NE 68506
(Address)

[Signature]
By: _____
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	City of Lincoln/Lancaster	Address	
Email	rhinze@lincoln.ne.gov		County Purchasing		NE
Phone	1 (402) 441-8313		440 South 8th Street	Contact	
Fax	1 (402) 441-6513		Lincoln, NE 68508		
Bid Number	4878	Contact	Rachelle Hinze, Buyer	Department	
Title	Annual Requirements for Photography Services for Lincoln Parks & Rec Youth Sports	Department Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	07/31/2014	Telephone	(402) 441-8313	Telephone	
Close Date	8/7/2014 11:00:00 AM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company Richmond PPhotography
 Address po box 6248

 lincoln, NE 68506
 Contact Cory Richmond
 Department
 Building
 Floor/Room
 Telephone 1 (402) 202-6299
 Fax 1 (402) 2026299
 Email cory@richmondphoto.com
 Submitted 8/5/2014 12:01:52 PM CT
 Total \$8,108.00

Signature _____

Supplier Notes

I can be flexible with packages and items in packages. there are also many items not listed on price list that I can offer.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements as prescribed in section two (2) of the bid.	Yes
3	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
6	Commission Rate	List your commission rate PAID to the City Parks and Recreation per each sale.	10%
7	References	I have attached my References to the Response Attachment section of this bid.	Yes
8	Price List and Packages	I acknowledge that I have attached my price list including packages in the response attachment section of the bid.	Y
9	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
10	Renewal is an Option	Contract Extension Renewal is an option.	Yes
11	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes and No
12	Contact	Name of person submitting this bid:	Cory Richmond
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	100	EA	Photo Button (1)	\$5.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
2	500	EA	Memory Mate, team and individual photo with design	\$12.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
3	50	EA	Eight (8) Trader Photos	\$14.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
4	1	EA	Eight (8) Wallet Photos (No Graphic)	\$10.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
5	2	EA	Sixteen (16) Mini Wallet photos (No Graphic)	\$10.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
6	3	EA	5 X 7 Team or Individual	\$6.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
7	2	EA	8 X 10 Team or Individual	\$10.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
8	10	EA	12 X 18 Poster, Team or Individual	No Bid
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				

Alt 1	10	EA	Alt Spec: 10x30 Sports Single Sided TICKET Poster	20.00
Alt Manufacturer: Richmond Photography Alt Manufacturer #: Richmond Photography				
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
9	1	EA	Key Chain	\$10.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
10	20	EA	Portrait Image on CD	\$20.00
Item Notes: Unit price shall include all taxes, fees and shipping cost. In supplier notes please specify what would be included on the portrait CD and if you offer different portrait CD's at different cost packages.				
Supplier Notes: This could be a download "link" sent via email instead of providing an actual disc - I would need provided an email address of parent which would have a spot on my order form (I will add it if approved)				
11	6	EA	Photo magnet appr. 3" x 5"	\$5.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
12	20	EA	1 Memory mate with 2 buttons	\$20.00
Item Notes: Unit price shall include all taxes, fees and shipping cost.				
Supplier Notes:				
Response Total:				\$8,108.00

Please enclose payment in envelope and leave attached.
Do not seal the envelope until a photography staff member verifies your order. Thank you.

Richmond Photography
5531 Shady Creek Court #6 Lincoln NE 68616
www.richmondphoto.com
(402)202-6299



Best Value

PACKAGE SPECIALS

SAVE MONEY WITH PACKAGES!!!

(a) Value Package 1-Memory Mate, 2-5X7 (individual), 8 Wallets, 8-Trader Cards, 2 Buttons 2 Magnets (individual) \$50.00 (\$68 Value)		(b) Family Package 1-Memory Mate, 8-Wallets, 8 Trader Cards, 1-10x30 Poster \$45.00	© League Special 1-Memory Mate, 8-Trader Card, 8 -Wallets \$35.00	(d) Gift Package 1 Memory Mate, 8-Trader Cards \$25.00
(e) Parent Package 1 - Memory Mate & 2- Buttons \$20		Lincoln Parks & Recreation 		
ALA CARTE ITEMS		Shipping Information		
QTY.	PRICE	Player Name: _____		
	(f) Memory Mate (team and individual) \$12.00	Team Name _____		
	(g) 8-Photo Trader Cards \$14.00	Jersey # _____		
	(h) Image CD -Download \$20.00	PICTURES ARE DELIVERED BACK TO THE COACH / LEAGUE		
	(I) Photo Magazine Cover \$12.00	Daytime Phone: _____ Evening Phone: _____		
	(J) 5-2x8 Magnetic Tickets \$15.00	PAYMENT INFO MAKE CHECKS PAYABLE TO: Richmond Photography <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> M.O. To order with Credit Card please visit our website and order online. This allows you to pick out the specific image of your athlete. www.richmondphoto.com Click on Sports		
	(k) 8x10 Acrylic Puzzle (player) \$15.00			
	(L) Player Photo Calendar \$12.00			
	(m) Photo Luggage Tag \$10.00			
	(n) Mouse Pad \$20.00			
	(P) Photo Button \$5.00			
	(q) Photo Magnet (3.5x5") \$5.00			
	(r) 2-3x5s & 4 Wallets \$10.00			
	(s) 8 Player Wallets \$10.00			
	1-5x7 \$6.00			
	<input type="checkbox"/> (t)Player <input type="checkbox"/> (w)Team	FREQUENTLY ASKED QUESTIONS How can I order additional photos later? www.richmondphoto.com Click on Sports When will I receive my order? 1-2 weeks from receipt of order Can Packages be split between poses? Packages must be of the same photo How will my photos be cropped? 1/8" inch off top and bottom of a 5x7 and 1/4" inch off an 8x10		
	1-8x10 \$10.00			
	<input type="checkbox"/> (u)Player <input type="checkbox"/> (x)Team	(OFFICE USE ONLY) PHOTOGRAPHER SEQUENCE #		
Shipping & Sales Tax Included				
100% SATISFACTION GUARANTEED		TOTAL:		

REMEMBER TO HAVE THIS ORDER FORM WITH YOU ON PHOTO DAY!

Order forms are **ONLY** accepted on Photo Day. Some packages are **NOT** offered online! Sales Tax & Shipping are **NOT** included when ordering online! So turn in your order form on **PHOTO DAY!**

PLAYER INFORMATION : For Personalized Products please fill out completely or they are left blank.		(OFFICE USE ONLY) PHOTOGRAPHER SEQUENCE #
Player First Name: _____	Last: _____	
Jersey#: _____	Position: _____	
Height: _____	Weight: _____ Age: _____	
Team: _____	Coach: _____	
League/Organization: _____	Division/Bracket: _____	

Richmond Photography

5531 Shady Creek Court #6 Lincoln NE 68516 (402)202-6299

www.richmondphoto.com

References for RPG INC dba Richmond Photography

5531 Shady Creek Court , Lincoln Ne 68516

(402)202-6299 – www.richmondphoto.com

Owner – Cory Richmond

Lincoln Midget Football Teams -

Cory Hassebroek – Firefighters Team – I have been photographing them for 7 years

520 Northborough Lane

Lincoln NE 68505

(402) 309-5076

Bob Farber – Police Midget Football Team – I have been photographing them for 6 years

1112 nw Gary st

Lincoln Ne 68521

(402) 499-4884

EVW Youth Football

Todd Jakopovic – I have photographed this league in Elkhorn for 3 years

19807 Blondo Parkway

Elkhorn, NE 68022

402-740-0739

I have been Photographing Lincoln Area Youth Sports for 15+ years. I worked for The Picture Man back in the Late 90's and was in charge of the YMCA Youth Sports Program , which included scheduling and training photographers for multiple locations for the YMCA. Since starting my own Business I have photographed LIHA (Lincoln Ice Hockey) LYSA (Lancaster Youth Softball Association) I still currently photograph CSA (Capitol Soccer Association) I also currently Photograph not only the Lincoln Midget Football Teams above but also a new league out at Abbott – NFA (Nebraska Football Association).

Pictures will be delivered sorted individually by Player / Team.

Seasonal Requirements of Photography Services for Lincoln Parks and Recreation Youth Sports Program

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Seasonal Photography Services for the City of Lincoln, Nebraska, Parks and Recreation Youth Sports Program to have team/individual photos taken.
- 1.2 The City operates a number of youth sports leagues throughout the year and desires to offer participants an opportunity to have team/individual photos taken.
- 1.3 The bidder shall include taxes, fees, and shipping cost (if applicable) in each line item.
- 1.4 Contractor shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402) 441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective Contractor electronically as an addenda.
- 1.6 The term of contract shall be a one year (1) with the option to renew for three (3) additional one year terms.

2. RESPONSIBILITIES OF THE CONTRACTOR

- 2.1 Contractor shall furnish all licenses, materials, equipment and personnel to conduct a youth sports photography program.
- 2.2 A minimum of five years' experience taking pictures of sports leagues.
- 2.3 Provide participants with order forms and any other informational material that would be needed for participants to be aware of the service and to place orders.
- 2.4 Collect fees for photo orders of Parks and Recreation Department programs at the time team/individual pictures are taken on park property.
- 2.5 Contractor agrees to be responsible for all merchandise vended pursuant to the contract.
- 2.6 Contractor assume all risk for participant satisfaction with the product, collection of all fees, delivery of product, loss on any orders or any other product related issues that may arise.
- 2.7 Provide sufficient quality of equipment and staff to provide service in a professional and timely manner at multiple locations.
- 2.8 Contractor or an appointed photographer shall serve as photographer for all scheduled "Picture day" events.
- 2.9 A final copy of all promotional, informational, and ordering material shall be approved by the City Parks Representative prior to its being distributed.
- 2.10 Contractor shall be required to provide at least one (1) "Picture Day" for each sport league season and location.
 - 2.10.1 Season dates will be determined by the Parks and Recreation Department and will be furnished to the Contractor(s).
 - 2.10.2 Pictures shall be delivered within fourteen (14) days after "Picture Day".
- 2.11 There shall be no advertising on Park property other than approved signage at the site of the "Picture Day" during the time of the "Picture Day" activities.
- 2.12 Contractor further agrees to support and adhere to the policies, rules, directions and regulations of the Parks and Recreation Department.
- 2.13 Contractor shall not discriminate against any person because of race, color, religion, sex or national origin in any operations set forth herein or connected therewith.
- 2.14 Contractor shall not assign or sublet contract except upon the express written

- permission from the City.
- 2.15 Contractor shall be considered to be an independent contractor.
 - 2.16 All photography services and operations shall comply with the laws of the State of Nebraska and ordinances of the City of Lincoln.
 - 2.17 Any unlawful conduct by participants at the "Picture Day" events shall be reported to the Parks and Recreation Department.
 - 2.18 A list of all participants who choose to purchase photos/photo packages shall be reported to the Program Coordinator of the Parks and Recreation Department Athletics Office.
 - 2.19 A copy of the company's package price sheet shall be attached in the supplier response section of the bid.
 - 2.20 Contractor shall provide a percentage of profit from all sales related to photographic services to the City of Lincoln Parks and Recreation Department.
 - 2.20.1 The percentage shall be a minimum of 10%.
 - 2.20.2 The City is not responsible to pay Contractor for any cost or charge whatsoever.
 - 2.20.3 Payments to the City are to be made within sixty (60) days of each Scheduled "Picture Day".
 - 2.21 Insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance coverage.
 - 2.22 If vendor is using a digital camera, it must be a minimum of 10 mega pixels.

3. RESPONSIBILITIES OF THE CITY

- 3.1 City agrees to provide appropriate space to set up and take photographs on park property, to include information in mailings or flyers and to schedule a "Picture Day" for Contractor to provide this service.
- 3.2 City will furnish a list of participants to the Contractor upon request.
- 3.3 City agrees to allow vendor to collect fees for their service on City property at the time photos are taken
- 3.4 City reserves the right to exercise general supervision and control during the "Picture Day".
- 3.5 City assumes no responsibility for the property of the Contractor including no responsibility for loss from fire, theft, pilferage or malicious mischief.
- 3.6 Any official of the City may be present at the "Picture Day" event for inspection purposes.
- 3.7 The City shall be held harmless from any and all claims made by individuals arising from this sports photo contract.

4. YOUTH SPORTS PROGRAMS

- 4.1 The City operates the following youth sports programs at various locations throughout Lincoln:
 - 4.1.1 Sport- Girls Basketball Camp
Season-October/November
Approx # of Participants- 30
Grades 2nd through 6th

- 4.1.2 Sport-Boys Basketball Camp
Season- November/December
Approx # of Participants-50
Grades 2nd through 6th
 - 4.1.3 Sport-Boys Basketball
Season- January/February
Approx # of Participants-250
Grades 2nd through 6th
 - 4.1.4 Sport-Summer Swim/Dive Team
Season-June to August
Approx # of Participants-700
Ages 8 to 18 yrs old
 - 4.1.5 Flag Football
Season-September/October
Approx # of Participants-1000
Ages 5 - 12 yrs old
- 4.2 Other Parks and Recreation Department programs may desire to use this service at other locations and/or programs not listed.

5. **REFERENCES**

- 5.1 Contractor shall provide references including name, title, address and telephone number for the representative of the organizations or leagues for which you performed similar duties.
- 5.2 Additionally, please provide information relative to the size and numbers of any similar leagues serviced by the photographer in the past or that are currently being served by your company.

6. **TERMINATION FOR CAUSE**

- 6.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 6.2 The contractor shall be given 24 hours to correct the cause of the complaint.
- 6.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.
- 6.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.
 - 6.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
 - 6.4.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

7. **EVALUATION AND AWARD INFORMATION**

- 7.1 Bid will be awarded based on:
 - 7.1.1 The lowest, responsible, responsive, bid based on the commission paid back to the City and best package deal for customer based on sales.
 - 7.1.2 Compliance with requirements as outlined in the specifications and e-bid.