



Request for Proposal

RFP-5966-26-KF

Professional Youth Sports Photography Services for the City of Grand Junction Parks and Recreation Department

Proposal Deadline

September 2, 2026, before 1:00 p.m. Mountain Daylight Time

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually.
For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

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Event and Details at a Glance	Date
Solicitation Issued/Posted	August 7, 2026
Inquiry Deadline.	August 18, 2026
Final Addendum Issued (if applicable)	August 21, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MDT.	September 2, 2026
Evaluation of Proposals	September 2-10, 2026
Interviews (if required)	September 17, 2026
Notice of Intent to Award (Tentative)	September 18, 2026
Contract Execution	September 25, 2026

This summary is provided for convenience. The Tentative Calendar of Events in Section 4.12 governs. All dates are tentative and subject to change by written Addendum.

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Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. Americans with Disabilities Act (ADA) Compliance Mandate:** All documents, forms, attachments, electronic content, and other materials submitted in response to this Solicitation, as well as all deliverables, reports, presentations, websites, applications, electronic documents, and other materials created, developed, or provided under any resulting Contract, shall comply with the requirements of Colorado House Bill 21-1110 (HB21-1110), including §§ 24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.

All documents and electronic content shall conform to the State of Colorado's accessibility standards, including compliance with Level AA of the current version of the Web Content Accessibility Guidelines (WCAG), as adopted by the State.

- 1.2. Required Review:** The Proposer is responsible for thoroughly reviewing all Solicitation Documents and obtaining a complete understanding of the Scope of Services, project requirements, conditions, instructions, and all applicable laws, regulations, policies, and procurement requirements associated with this Solicitation. Submission of a proposal shall constitute acknowledgment that the Proposer has reviewed the Solicitation Documents and can perform the Services as specified.

- 1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except as may be provided during any pre-proposal meeting or site visit conducted by the City, all inquiries, concerns, clarifications, or communications regarding this solicitation—including those related to the process, specifications, or Scope of Services—shall be submitted in writing to the Purchasing Agent.

Communication with any other City employee or representative regarding this solicitation may result in the disqualification of the Proposer's submission.

1.4. Purpose

The City of Grand Junction seeks Proposals from qualified commercial photography firms to provide seasonal youth sports photography services, including individual participant and team photographs, purchaser ordering and payment options, product production and fulfillment, delivery of hard-copy and digital products, as applicable, and customer support for participants and their families. The selected Contractor shall provide sufficient qualified personnel, equipment, and resources to perform coordinated photography Services at multiple locations on scheduled dates throughout the year.

A detailed description of the required Services, deliverables, and performance expectations is provided in Section 4.0. All Services shall be performed in accordance with the terms, conditions, and requirements of this Solicitation and any resulting Contract.

- 1.5. Non-Mandatory Pre-Proposal Meeting:** No pre-proposal meeting will be conducted for the Solicitation.

Proposers shall rely on the information provided in this Solicitation and any Addenda issued by the Purchasing Agent and are responsible for submitting questions in accordance with Section 1.19.

- 1.6. The City:** The City will act by and through its authorized representative(s).

- 1.7. Compliance:** By submitting a proposal, the Proposer acknowledges and agrees to comply with all terms, conditions, requirements, and instructions contained in this solicitation, including any modifications issued through addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that might affect its understanding of the requirements, the Proposer shall request clarification from the Purchasing Agent prior to the inquiry deadline. Failure to request clarification shall not relieve the Proposer of its obligation to comply fully with the requirements of the Contract.

- 1.8. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.

1.9. Proposal Submission and Solicitation Opening

Proposers shall prepare and submit Proposals in accordance with **Section 5.0, Preparation and Submittal of Proposals**.

The public Solicitation opening will be conducted virtually using the following meeting information:

Solicitation Opening: RFP-5966-26-KF

Professional Youth Sports Photography Services for the City of Grand Junction Parks and Recreation Department

Date/Time: September 2, 2026, at 1:00 p.m. MDT (America/Denver)

Join from a computer, tablet, or smartphone:

<https://meet.goto.com/121233229>

Join by telephone:

- Access Code: 121-233-229
- United States: [+1 \(408\) 650-3123](tel:+14086503123)

Join from a video-conferencing room or system:

- Meeting ID: 121-233-229
- Dial in, or type: 67.217.95.2 or inroomlink.goto.com
- Or dial directly: 121233229@67.217.95.2 or 67.217.95.2##121233229

Download the application before the meeting, if needed:

<https://meet.goto.com/install>

- 1.10. Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Proposer, and only to the extent permitted by law. Proposers shall comply with the confidential-material submission requirements stated in Section 1.24.

Upon award and execution of a contract, the solicitation file, including all responsive proposals, shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Proposer(s).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.11. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.
- 1.12. Collusion Clause:** By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or a reasonable belief of collusion among the Proposers will be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.13. Gratuities and Kickbacks:** The Proposer certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of unauthorized commissions, gifts, contingent fees, or other consideration intended to influence the award of a Contract. This provision does not apply to the commission or revenue-sharing payment expressly required under any resulting Contract. If the Proposer breaches this certification, the City reserves the right to reject the Proposal, terminate any resulting Contract, and pursue all available legal remedies.
- 1.14. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not establish any business arrangement or financial relationship with any such individuals that may create a conflict of interest, impair impartiality, or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.15. Alteration or Withdrawal of the Proposal:** Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the Proposal due date and time stated in the Solicitation.

After the submission deadline, no modifications, revisions, or withdrawals will be accepted. Proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.

Submitted Proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the Proposal due date and may not be withdrawn during that period without the City's written consent.

- 1.16. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. Upon execution by duly authorized representatives of both Parties, the final written agreement and all documents expressly incorporated into it shall collectively constitute the binding and enforceable Contract between the City and the Contractor. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.19. Questions Regarding Specifications or Scope of Work:** All requests for clarification or interpretation of the Specifications or Scope of Services must be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the Solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.

The City expects Proposers to conduct a thorough review of the Solicitation and associated materials prior to submitting questions. The City reserves the right to decline to respond to questions that are repetitive, non-substantive, clearly addressed in the Solicitation, or generated through automated or artificial intelligence tools without meaningful proposer review and validation of the Solicitation materials.
- 1.20. Proposal Preparation Expenses:** All costs incurred by the Proposer in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Proposer's sole responsibility and shall not be reimbursed by the City.
- 1.21. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract, the successful Proposer shall be referred to as the "Contractor."

- 1.22. Addendum:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-jeff>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0., which must be submitted with the proposal.

- 1.23. Exceptions and Substitutions:** All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

- 1.23.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.23.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.24. Open Records and Confidential Material:** All materials submitted in response to the Solicitation shall become public records and, upon Contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, "**Proprietary or Confidential Information**" refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain, thereby eliminating any claim of confidentiality.

Proposers seeking to designate specific information as confidential or proprietary must:

- 1.24.1.** Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**."
- 1.24.2.** Upload confidential information as a separate document.

- 1.24.3.** Provide a written explanation justifying the claim of confidentiality, including how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all requests for confidentiality treatment. The final determination regarding whether materials qualify for confidential treatment rests solely with the City.

If a request for confidential treatment is denied, the Proposer may withdraw its Proposal or remove the contested confidential or proprietary information before the Proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information; or
- An entire Proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA.

The City assumes no responsibility for protecting information not properly identified, designated, and submitted in accordance with this section.

- 1.25. Response Material City Ownership:** All proposals submitted in response to this solicitation shall become the City's sole property upon receipt and will not be returned to the Proposer(s) except at the City's sole discretion. The City's rights are not affected by the selection, rejection, or disqualification of any proposal.

All Proposals submitted in response to this Solicitation shall become records of the City and will not be returned. Submission of a Proposal does not transfer ownership of the Proposer's pre-existing intellectual property, copyrighted materials, portfolio images, trademarks, proprietary systems, or other materials identified as belonging to the Proposer. The City may use submitted materials for evaluation, contract administration, public-records compliance, and other governmental purposes permitted by law. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved "Confidential Material" under Section 1.24.

- 1.26. Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.26.1.** Demonstrate the ability to meet scheduled photography dates, coordinate multiple teams and locations, and complete ordering and product fulfillment within established timeframes. The Proposer shall describe comparable youth sports, school, recreation, or high-volume photography services performed within the past three years, including:

- 1.26.1.1.** The number of teams, participants, and locations served;

1.26.1.2. The ordering, production, delivery, and customer-support methods used; and

1.26.1.3. The Proposer's process for managing scheduling conflicts, staff absences, equipment failures, weather disruptions, retakes, and other service interruptions

1.26.2. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.

1.26.3. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.

1.26.4. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.

1.26.5. Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

1.27. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted, as surety or otherwise, on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating the Proposer's responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Services.

A Proposer and its Proposal may be disqualified for any of the following reasons, including but not limited to:

1.27.1. Submission of more than one Proposal for the same Services by the same Proposer, except when an additional submission is clearly identified and permitted as an "Alternate Proposal" under Section 1.16.

1.27.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future service or work with the City until reinstated as a qualified Proposer.

1.28. Taxes: The City will not purchase photography products or remit payment to the Contractor under the Contract. The Contractor shall be solely responsible for determining, collecting, reporting, and remitting all applicable taxes arising from sales to participants, parents, legal guardians, and other purchasers. Applicable sales taxes shall be separately identified and shall not be included in Gross Sales when calculating the City's commission.

1.29. Retail Sales Tax Responsibility: The Contractor shall obtain and maintain all registrations, licenses, and accounts required to conduct retail sales and shall collect, report, and remit all applicable state and local sales taxes. The City's tax-exempt status shall not apply to purchases made by participants, parents, legal guardians, or another purchaser.

- 1.30. Federal Taxpayer Identification Certificate:** Prior to execution of the Contract, the Contractor shall complete any supplier registration requirements established by the City, including submission of a completed Internal Revenue Service (IRS) Form W-9, if required. The City reserves the right to request updated tax identification information from the Contractor or other suppliers, consultants, contractors, firms, or business entities, as necessary.
- 1.31. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, in whole or in part, when deemed to be in the best interest of the City.
- 1.32. Public Opening (Proposal Receipt Acknowledgement):** The City will conduct a virtual proposal receipt acknowledgement immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of the entities submitting proposals will be announced. No proposal content, scoring information, or pricing details will be disclosed at this stage of the process.

Section 2.0. General Contract Terms and Conditions

Acceptance of Terms: Submission of a Proposal in response to this Solicitation constitutes an offer by the Proposer to provide the Services in accordance with its Proposal and the requirements, terms, conditions, and specifications of this Solicitation. The individual signing the Cover Letter shall be duly authorized to bind the Proposer to its Proposal and any resulting Contract.

By submitting a Proposal, the Proposer acknowledges that it has read, understands, and agrees to comply with all requirements, terms, conditions, and specifications set forth or incorporated by reference in this Solicitation, except for deviations or exceptions expressly identified in the Proposal.

Any requested deviation from or exception to the Solicitation or proposed Contract terms shall be clearly identified and fully explained in the Proposal. Failure to identify a requested deviation or exception shall constitute the Proposer's acceptance of the applicable requirement or term. Requested deviations or exceptions submitted after the Proposal deadline may be rejected without consideration.

The City reserves the right to accept or reject any requested deviation or exception, in whole or in part, and to negotiate terms and conditions with the apparent successful Proposer. Submission of a Proposal does not bind the City to make an award or enter into a Contract.

- 2.1. Execution, Correlation, Intent, and Interpretation:** The Contract Documents shall be executed by duly authorized representatives of the City and the Contractor. By executing the Contract, the Contractor represents that it has carefully reviewed the Contract Documents and is fully informed of the conditions, requirements, objectives,

schedules, locations, constraints, and performance expectations applicable to the Services.

The Contractor further represents that it has correlated its experience, personnel, staffing capacity, equipment, technology, and other available resources with the Contract requirements and can perform the Services in accordance with the Contract Documents. Upon discovering an ambiguity, omission, inconsistency, or conflict within the Contract Documents, the Contractor shall promptly notify the City in writing and obtain clarification before proceeding with the affected Services. The Contractor shall not use an alleged ambiguity, omission, inconsistency, or error as a basis for avoiding or delaying performance when the Contractor failed to provide timely notice after discovery.

The Contract Documents are complementary and shall be interpreted accordingly. A requirement stated in one Contract Document shall be binding as though stated in all applicable Contract Documents to the extent necessary to fulfill the intent of the Contract.

The intent of the Contract is to require the Contractor, at its sole expense, to furnish all qualified personnel, supervision, photography equipment, lighting, backdrops, supplies, software, secure ordering and payment-processing systems, production and fulfillment services, transportation, permits, licenses, customer support, sales and commission reports, and other resources necessary to fully perform the Services. The Contractor shall provide all incidental items and services that are reasonably inferable from the nature and intent of the Contract, even if each item or service is not expressly identified.

- 2.2. Permits, Fees, and Regulatory Compliance:** The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction, including those of the City, in the performance of the Services. Unless expressly stated otherwise in the Contract Documents, the Contractor shall be responsible for obtaining and maintaining all licenses, permits, certifications, approvals, and authorizations required to perform the Services.

The Contractor shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. Upon receipt of such notice, the City shall review the matter and determine the appropriate course of action consistent with applicable law and the Contract Documents.

- 2.3. Responsibility for those Performing the Services:** The Contractor shall be responsible for the acts and omissions of its employees, photographers, subcontractors, agents, and all other persons performing any portion of the Services. The Contractor shall ensure that all such persons are qualified, properly trained, appropriately supervised, and compliant with the Contract.
- 2.4. Compensation and Payment:** The Contractor shall provide all Services at no cost to the City. The Contractor shall furnish all personnel, equipment, supplies,

technology, travel, transportation, ordering platforms, production, fulfillment, delivery, and customer support necessary to perform the Services at its sole expense.

The Contractor's compensation shall be derived solely from the voluntary purchase of photographs, digital images, packages, merchandise, and related products by participants, parents, legal guardians, and other authorized purchasers, in accordance with the Contractor's accepted proposal and the Contract.

The City shall not be responsible for any payment, reimbursement, expense, loss, or other compensation associated with the Services. The City does not guarantee any minimum number of participants, photography sessions, orders, sales, or revenue.

The Contractor shall pay the City the commission established in the Contract and shall provide all required sales reports and supporting documentation in accordance with the specified reporting and payment schedule. The Contractor shall perform all Services in accordance with generally accepted commercial photography standards and all applicable laws, ordinances, and regulations.

- 2.5. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and lawful orders concerning the safety and protection of persons and property. In performing the Services, the Contractor shall implement and maintain appropriate precautions to protect participants, parents and legal guardians, members of the public, Contractor personnel, City employees, and public and private property.

The Contractor shall be responsible for any injury, damage, or loss caused by the acts, omissions, negligence, misconduct, or failure to perform of the Contractor or its employees, subcontractors, or agents. At its sole expense, the Contractor shall promptly repair, replace, restore, or otherwise remedy damaged property to its pre-existing condition in a manner acceptable to the City.

If the Contractor fails to remedy property damage within the timeframe specified in the City's written notice, the City may take corrective action and recover from the Contractor the documented costs directly resulting from the Contractor's failure.

- 2.6. Changes in the Services:** The City may request changes within the general scope of the Contract, including additions, deletions, or other modifications to the Services. Such changes shall not invalidate the Contract but may require adjustments to the performance schedule, Contract Term, or other applicable Contract terms. The commission percentage established in the executed Contract shall not be modified during the initial Contract Term or any renewal term.

No material change shall be authorized, approved, or binding unless documented in a written Amendment executed by duly authorized representatives of both Parties. The Contractor shall not implement a material change until the Amendment has been fully executed.

The Contractor shall not charge the City for any change to the Services. No change, Amendment, direction, or other Contract modification shall create any payment or reimbursement obligation for the City. The Contractor's compensation shall be derived solely from purchaser sales, subject to the commission requirements of the Contract. No claim for compensation from the City, modification of the commission or

other financial terms, or extension of the Contract Term shall be valid without an approved and executed Amendment. Minor administrative or logistical changes may be authorized in accordance with Section 2.7.

- 2.7. Minor Changes in the Services:** The City may authorize minor administrative or logistical changes to the Services that do not modify the commission percentage, create a payment obligation for the City, extend the Contract Term, or materially alter the scope or intent of the Contract. Minor changes may include adjustments to photography dates, times, locations, team schedules, sequencing, and other administrative or logistical details necessary to coordinate the Services.

The City's Project Manager may issue written direction regarding such minor changes as part of the day-to-day administration of the Contract. Such direction shall not materially increase the Contractor's obligations or modify the financial terms, Contract Term, or overall scope and intent of the Contract and shall not require a formal written Amendment.

- 2.8. Correction of Services:** The Contractor shall perform the Services and provide all photographs, digital images, products, reports, and other deliverables in accordance with the Contract and generally accepted professional and commercial photography standards, exercising the skill, care, and diligence ordinarily exercised by qualified contractors performing similar services.

If any Services, photographs, products, orders, reports, or other deliverables fail to conform to the Contract, the Contractor shall promptly correct, replace, reproduce, reprocess, or, when necessary, reshoot the nonconforming item or Service at no additional cost to the City or affected purchaser. Corrections may include resolving ordering or fulfillment errors, replacing defective or incorrect products, issuing applicable refunds, and responding to customer-service concerns.

If the Contractor fails to complete the required correction within the timeframe specified in the City's written notice, the City may pursue any remedy available under the Contract, including arranging for corrective action and recovering the documented costs directly resulting from the Contractor's failure.

- 2.9. Acceptance Not Waiver:** The City's scheduling, coordination, review, approval, or acceptance of any Services or deliverables shall not relieve the Contractor of its obligation to perform in accordance with the Contract. No review, approval, acceptance, scheduling assistance, or other action by the City shall waive any right or remedy available to the City or constitute acceptance of defective or nonconforming Services.

- 2.10. Change Orders and Amendments:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. Except for minor changes authorized under Section 2.7, any modification of the Contract must be documented in a written Amendment executed by duly authorized representatives of both Parties. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

2.11. Assignment: The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval of the City.

2.12. Compliance with Laws: The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements, as well as ethical standards, governing the Services performed under the Contract.

The Contractor represents that it is fully qualified and authorized to perform the Services and possesses all necessary business licenses, registrations, permits, qualifications, skills, and experience required by applicable law and the Contract. All required licenses, registrations, and permits shall remain current throughout the Contract Term.

2.13. Debarment or Suspension: The Contractor certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contracting program.

2.14. Confidentiality: The Contractor shall protect all non-public information obtained through the Contract, including participant names, ages, team assignments, contact information, purchaser information, order and payment information, access credentials, photographs, and other personally identifiable or sensitive information.

The Contractor shall use such information and photographs solely to perform the Services, fulfill authorized orders, provide customer support, prepare required reports, and satisfy legal obligations. The Contractor shall not sell, disclose, distribute, publish, license, or use participant information or photographs for advertising, portfolios, social media, facial recognition, artificial intelligence development or training, or any unrelated purpose without prior written authorization from the City and any required consent from the participant's parent or legal guardian.

The Contractor shall implement appropriate administrative, technical, and physical safeguards and shall ensure that its employees, subcontractors, processors, and agents comply with these requirements. The Contractor shall promptly notify the City of any actual or suspected unauthorized access, use, disclosure, loss, or compromise of protected information or photographs.

These obligations shall survive expiration or termination of the Contract.

2.15. Conflict of Interest: No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.

2.16. Termination for Convenience: The City may terminate the Contract, in whole or in part, for convenience by providing the Contractor with at least thirty calendar days' written notice. The Contractor may request termination by providing the City with at least sixty-calendar days' written notice; however, the Contractor shall complete all photography sessions already scheduled within the notice period unless otherwise directed by the City.

Expiration or termination shall not relieve the Contractor of its obligation to fulfill or refund outstanding customer orders, resolve pending customer-service matters, submit final sales reports, remit commissions owed to the City, return or securely dispose of protected information, or perform any obligation that survives termination under the Contract.

2.17. Employment Discrimination: During performance of the Services, the Contractor shall:

- 2.17.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a bona fide occupational qualification permitted by applicable law. The Contractor agrees to post notices in conspicuous places, visible to employees and job applicants, that state the provisions of this nondiscrimination clause.
- 2.17.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.
- 2.17.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

2.18. Immigration Compliance: The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

2.19. Failure to Perform: If the Contractor fails to perform the Services in accordance with the Contract, including failure to meet required schedules, quality standards, coordination obligations, reporting requirements, or other Contract requirements, the City may, after providing written notice to the Contractor, obtain the required services from another source. The Contractor shall be responsible for all additional costs incurred by the City as a direct result of such failure.

The City may implement corrective actions to address nonperformance. If the Contractor's failure disrupts scheduled photography services, compromises participant safety or privacy, affects the security of customer or participant information, prevents timely fulfillment of customer orders, or otherwise materially impairs the Services, the City may take immediate corrective action, including suspending scheduled Services, engaging another provider, or terminating the Contract in accordance with the Contract Documents.

2.20. Failure to Enforce: The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision thereafter.

- 2.21. Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations under the Contract to the extent such delay or failure is caused by a Force Majeure event beyond the reasonable control of the affected Party. Force Majeure events may include, but are not limited to, acts of God, fire, flood, severe weather, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, labor disputes not involving the affected Party, governmental actions, utility outages, or other events beyond the reasonable control of the affected Party.

The Party affected by a Force Majeure event shall provide the other Party with prompt written notice describing the nature of the event, its anticipated impact on performance, and the estimated duration of the delay. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as practicable.

If a Force Majeure event materially delays or prevents performance of the Services, the City may suspend, postpone, modify the schedule for, or terminate the Contract, in whole or in part, in accordance with the Contract Documents, without liability for costs incurred because of the Force Majeure event.

- 2.22. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

- 2.23. Independent Contractor:** The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

- 2.24. Services, Work Product and City Ownership:** Each Party shall retain ownership of its pre-existing intellectual property, materials, trademarks, software, processes, and proprietary systems.

Except for photographs or other materials specifically commissioned by and delivered to the City for City use, the Contractor shall retain its copyright interest in photographs

created under the Contract, subject to the privacy, confidentiality, consent, and use restrictions stated in the Contract. Purchasers shall receive the products and usage rights described in the Contractor's approved product offerings and terms of sale.

Photographs or other materials specifically requested by the City for City business shall be provided with a perpetual, irrevocable, royalty-free, transferable license permitting the City to use, reproduce, publish, display, distribute, adapt, and archive the materials for governmental and public-information purposes. The applicable usage rights shall be identified before the Services are performed.

City-provided information, schedules, participant records, team information, logos, trademarks, and other City materials shall remain the property of the City. The Contractor may use such materials only as necessary to perform the Contract and shall not use the City's name, logo, or marks for advertising or endorsement without prior written approval.

Nothing in this section authorizes the Contractor or the City to publish or use a participant's photograph without any consent required by law or the Contract.

- 2.25. Patents and Copyrights:** The Contractor shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to any actual or alleged infringement of any patent(s), copyright(s), trademark(s), or other intellectual property right resulting from the Contractor's performance of the Services or the City's authorized use of photographs, products, materials, or other deliverables furnished by the Contractor.

The City shall have no liability to the Contractor for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Contractor shall promptly assume the defense of any such claim and shall resolve the claim in a manner acceptable to the City.

This obligation includes, but is not limited to, claims arising from the creation, use, or incorporation of derivative works or materials based on the intellectual property rights of others.

- 2.26. Governing Law and Venue:** This Solicitation, and any Contract resulting from this Solicitation, shall be governed by and construed in accordance with the laws of the State of Colorado and the Charter, ordinances, regulations, and policies of the City of Grand Junction, Colorado, as applicable. Venue for any action arising from or relating to this Solicitation or any resulting Contract shall be in the District Court of the 21st Judicial District, Mesa County, Colorado.
- 2.27. Order of Precedence:** In the event of a conflict between the Contract and any incorporated or referenced documents, the provisions of the Contract shall govern and control. In the event of a conflict between City-issued documents and the Contractor's proposal or other submitted materials, the City-issued documents shall govern.
- 2.28. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the

same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.

- 2.29. No Obligation of City Funds:** The Services shall be provided at no cost to the City, and the City has no obligation to appropriate funds for payment to the Contractor. Continued photography opportunities depend upon the City's operation of the applicable youth sports programs. The City may reduce, suspend, or discontinue a program or the associated photography Services without penalty if the program is canceled, funding is unavailable, or participation does not support continuation.
- 2.30. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.
- 2.31. Default:** The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Contractor a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

- 2.32. Piggyback:** Where permitted by applicable law and determined appropriate by the City, another governmental or public entity may use this Contract as a basis for obtaining similar Services from the Contractor. The Contractor may accept or decline a participating entity's request. Any participating entity shall enter into its own agreement, purchase authorization, or other binding arrangement directly with the Contractor and shall be solely responsible for administering that arrangement.

Services provided to a participating entity shall be subject to substantially the same specifications, terms, conditions, and commission structure established under this Contract. Product offerings and purchaser pricing shall be based on the Contractor's then-current catalog or price schedule, consistent with the pricing provisions of this Contract. Any commission arising from sales made through a participating entity's program shall be payable directly to that participating entity and shall not constitute Gross Sales or commission revenue under the City's Contract.

The City does not guarantee that any other entity will use this Contract. The City shall not be a party to or responsible for any agreement between the Contractor and a participating entity and assumes no responsibility or liability for the participating

entity's acts, omissions, purchases, obligations, payments, disputes, Contract administration, costs, or damages.

2.33. Definitions: Unless otherwise defined in the Solicitation or Contract Documents, the following definitions shall apply throughout this Solicitation and any resulting Contract. Additional terms may be defined within specific sections as necessary to clarify intent and promote consistent interpretation of the Solicitation and Contract Documents.

2.33.1. City: "City" means the City of Grand Junction, Colorado, including its departments, officials, employees, agents, and authorized representatives acting within the scope of their authority.

2.33.2. Commission: "Commission" means the percentage of Gross Sales that the Contractor is required to remit to the City under the Contract.

2.33.3. Contract Term: "Contract Term" means the period during which the Contractor is obligated to perform the Services, beginning on the effective date of the Contract and continuing through its expiration or earlier termination, including any properly exercised renewal period.

2.33.4. Contractor: "Contractor" means the individual or legal entity identified in the executed Contract as responsible for performing the Services. The term includes the Contractor's authorized representatives, employees, photographers, subcontractors, agents, and other persons acting on its behalf in connection with the Contract.

2.33.5. Deliverable: "Deliverable" means any photograph, digital image, printed product, merchandise item, order, refund, sales report, commission report, customer-service record, electronic file, or other item or output the Contractor is required to provide under the Contract. Electronic Deliverables provided to or on behalf of the City shall comply with the applicable accessibility requirements stated in the Contract.

2.33.6. Gross Sales: "Gross Sales" means the total amount charged to purchasers for photographs, digital images, packages, merchandise, specialty products, shipping, handling, processing, convenience charges, and any other products or charges arising from sales under the Contract. Gross Sales excludes separately stated sales taxes and amounts actually refunded to purchasers. Gross Sales shall not be reduced by credit card fees, payment-processing charges, commissions, fulfillment costs, shipping expenses, operating expenses, discounts funded by the Contractor, or other Contractor expenses.

2.33.7. Key Personnel: "Key Personnel" means the Contractor's primary account representative and any other personnel expressly identified in the Contractor's accepted Proposal as essential to performance of the Services.

2.33.8. Proposer: "Proposer" means an individual, business entity, organization, or other legal entity submitting a Proposal in response to this Solicitation.

2.33.9. Project or Work: "Project" or "Work" refers to the endeavor, program, initiative, acquisition, construction, service, or other undertaking described in the

Solicitation and Contract Documents for which the City is seeking goods, services, deliverables, or other performance.

2.33.10. Purchaser: "Purchaser" means a participant, parent, legal guardian, or other person authorized to purchase photographs or related products under the Contract.

2.33.11. Services: "Services" refers to all labor, professional expertise, supervision, administration, materials, equipment, supplies, software, deliverables, and other resources necessary to perform the Work and satisfy the requirements of the Contract Documents.

2.33.12. Subcontractor: "Subcontractor" means any individual or entity engaged by the Contractor to perform any portion of the Services, including photography, technology, payment-processing, production, or fulfillment services. The term includes lower-tier subcontractors.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Contractor's performance of Services under the Contract.

This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor's failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Contractor of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability**

ONE MILLION DOLLARS (\$1,000,000) for each occurrence, and

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It shall include coverage for bodily injury, broad-form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. The policy shall contain a provision for severability of interest.

(b) **Cyber and Privacy Liability**

ONE MILLION DOLLARS (\$1,000,000) for each claim, and aggregate

Coverage shall apply to claims, losses, response expenses, and liabilities arising from unauthorized access to, disclosure of, loss of, or misuse of participant photographs, personally identifiable information, purchaser information, order information, or payment information.

The required coverage may be provided through a standalone cyber liability policy, an endorsement to another policy, or coverage maintained by the Contractor's online gallery, ordering, hosting, fulfillment, or payment-processing provider, provided the coverage applies to the Services performed under the Contract. The Contractor shall remain responsible for compliance with all privacy, security, notification, and incident-response requirements of the Contract.

If coverage is written on a claims-made basis, the Contractor shall maintain continuous coverage or an extended reporting period for at least two years following expiration or termination of the Contract.

(c) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each accident

Coverage shall apply to all owned, hired, and non-owned vehicles used in the performance of the Services.

(d) **Workers' Compensation and Employers' Liability**

Workers' Compensation: Statutory coverage as required by the laws of the State of Colorado.

Employers' Liability: Minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident;

ONE MILLION DOLLARS (\$1,000,000) each employee for disease; and

ONE MILLION DOLLARS (\$1,000,000) policy limit for disease.

The policy shall include a waiver of subrogation endorsement in favor of the City.

3.1. Additional Insured Endorsement

The **Commercial General Liability** and **Automobile Liability** policies shall name the City of Grand Junction and its elected and appointed officials, employees, agents, and volunteers as Additional Insureds with respect to liability arising from the Contractor's performance of the Services. Such coverage shall be primary and noncontributory to insurance maintained by the City. The Contractor shall be solely responsible for any deductible losses under any policy required above.

3.2. ACORD Certificate of Insurance

Prior to commencing any Services or entering a City facility or photography location, the Contractor shall provide ACORD Certificates evidencing all required coverages and endorsements. Certificates shall:

- Reference the Solicitation title and number.
- Clearly identify all policy limits, effective dates, and insurance carriers; and
- Include copies of all required endorsements.

The Contractor shall maintain current Certificates throughout the term of the Contract and shall provide updated certificates to the City upon renewal, replacement, or modification of any policy.

Proof of insurance must be submitted to and accepted by the City before the Contractor performs any on-site Services, accesses City systems or information, or receives participant information.

Section 4.0: Specifications and Scope of Services

- 4.1. General:** The City of Grand Junction Parks and Recreation Department seeks a qualified commercial photography firm to provide seasonal youth sports photography services. Services shall include photographing individual participants and teams, providing secure and accessible ordering options, producing and delivering purchased products, supporting purchasers, and remitting an agreed-upon commission to the City.

The Contractor shall provide all personnel, supervision, equipment, supplies, technology, transportation, production, fulfillment, and customer support necessary to perform the Services. All Services shall be provided at no cost to the City.

- 4.2. Background:** The City's Parks and Recreation Department administers seasonal youth sports programs at multiple locations throughout Grand Junction. Participating teams generally consist of approximately 10 members; however, team sizes, participation levels, schedules, and locations vary by sport and season.

The City previously contracted with My Student Photography LLC to provide youth sports photography services. My Student Photography LLC is eligible to submit a Proposal in response to this Solicitation. Any Proposal submitted by the previous Contractor will be evaluated under the same requirements, criteria, and procedures applicable to all Proposers. No preference or evaluation advantage will be given based on prior contractual experience with the City.

The City intends to continue providing participants and their families with the voluntary opportunity to purchase professionally produced individual and team photographs and related products. Purchases will be made directly from the Contractor by participants, parents, legal guardians, and other authorized purchasers. The City will not collect customer payments, purchase photography services, or guarantee any minimum number of participants, photography sessions, orders, sales, or revenue.

The Contractor shall pay the City a commission based on sales generated under the Contract and provide supporting sales and commission reports.

The following historical participation information from the 2025 season is provided solely to assist Proposers with planning and does not constitute a guarantee of future participation, sessions, orders, Gross Sales, or revenue:

- Flag football: approximately 20 teams and 120 participants;
- Girls' basketball: approximately 32 teams and 270 participants;
- Boys' basketball: approximately 66 teams and 570 participants; and
- Youth volleyball: approximately 12 teams and 120 participants.

Teams generally consist of approximately 10 participants; however, actual team sizes vary.

4.3. Project Overview

The Contractor shall coordinate with the City's Project Manager to schedule and conduct photography sessions for the City's designated youth sports programs. Photography is presently anticipated during the following general periods:

- Flag football: mid-September through mid-October;
- Girls' basketball: November;
- Youth volleyball: one weeknight in January and/or February; and
- Boys' basketball: February.

The first photography sessions are presently anticipated to occur on **October 3, 2026**. Proposers shall demonstrate their ability to begin on-site Services by that date.

The City's typical photography schedule is as follows:

- Basketball:
 - First through third grades are generally scheduled for one Saturday;
 - Fourth through sixth grades are generally scheduled for the following Saturday; and
 - Seventh- and eighth-grade teams, offered during the boys' basketball season only, are generally scheduled for one Sunday.
- Flag football: All teams are generally scheduled on one Saturday.
- Youth volleyball: All teams are generally scheduled on one Thursday evening.

Photography Services may be required at up to five locations. The City is open to alternative scheduling approaches, including completing Services at all applicable locations on the same day or dividing the locations between multiple dates. Proposers shall describe their recommended staffing and scheduling approach based on available personnel, equipment, production capacity, and experience providing comparable Services.

The following anticipated locations and team counts are provided solely for planning purposes:

Facility and address	Setting	Program and estimated teams
Bookcliff Middle School and Bookcliff Activity Center, 540 29¼ Road, Grand Junction, CO	Indoor and outdoor	Girls' basketball: 13 teams; Boys' basketball: 24 teams; Flag football: 20 teams; Youth volleyball: 12 teams
Fruita Monument High School, 1102 Wildcat Avenue, Fruita, CO	Indoor	Boys' basketball: 8 teams, generally scheduled on Sunday
Orchard Mesa Middle School, 2736 C Road, Grand Junction, CO	Indoor	Girls' basketball: 5 teams; Boys' basketball: 11 teams
Pear Park Elementary School, 432 30¼ Road, Grand Junction, CO	Indoor	Girls' basketball: 14 teams; Boys' basketball: 12 teams
West Middle School, 123 W. Orchard Avenue, Grand Junction, CO	Indoor	Boys' basketball: 11 teams

Indoor photography is generally conducted in the cafeteria or another designated area, and electrical power is generally available. Outdoor photography may be required for flag football. Facilities, dates, times, team counts, available spaces, and session sequencing are estimates and may change based on registration, facility availability, program schedules, weather, or other operational needs. Final arrangements will be established by the City in coordination with the Contractor.

The City's objectives are to:

1. Provide youth sports participants and their families with a reliable, convenient, and affordable photography opportunity;
2. Obtain consistently high-quality individual and team photographs;
3. Minimize disruption to scheduled practices and games;
4. Provide secure, user-friendly ordering, payment, and product delivery processes;
5. Ensure responsive customer service and timely resolution of order or product issues;
6. Protect participant photographs and personally identifiable information; and
7. Receive accurate sales reporting and timely commission payments.

4.4. Required Components

Each Proposer's proposed service model shall include, at a minimum, the following components:

- **Supervision and Interaction with Minors:** Contractor personnel shall not be the only adults present with a minor participant or group of minor participants. At least

one City employee, coach, parent, legal guardian, or other adult authorized by the City must be present and able to observe the photography activities. The Contractor shall conduct all photography activities in an open and observable setting.

- **Qualified Personnel:** Sufficient trained photographers, support personnel, and backup staff to meet the City's scheduling and multiple-location requirements.
- **Photography Services:** Individual participant photographs and at least one team photograph for each scheduled team.
- **Equipment and Setup:** All professional equipment, supplies, technology, and setup resources necessary to produce high-quality individual and team photographs at the anticipated indoor and outdoor locations. Proposers shall describe their proposed equipment and setup requirements.
- **Scheduling and Coordination:** A process for coordinating photography dates, times, locations, team sequencing, participant flow, weather contingencies, rescheduling, and retakes with the City's Project Manager.
- **Ordering and Payment:** A secure, accessible, and user-friendly method for purchasers to review available products, place orders, and submit payment directly to the Contractor.
- **Products and Pricing:** A selection of photography products appropriate for youth sports participants and their families. Proposers shall describe the packages, individual products, digital-image options, specialty merchandise, and other offerings available through their customary service model and provide current customer pricing and all applicable purchaser charges.
- **Production and Fulfillment:** A reliable process for image preparation, quality control, product fulfillment, and delivery. Proposers shall describe their customary production and delivery methods and anticipated fulfillment timeframes.
- **Customer Support:** Direct assistance to purchasers concerning ordering, payments, delivery, damaged or incorrect products, refunds, retakes, and other service concerns.
- **Privacy and Data Protection:** Secure handling of participant photographs, participant information, purchaser information, order information, and payment-related information in accordance with the Contract.
- **Sales and Commission Reporting:** Complete and accurate sales reports, supporting documentation, and commission payments in the form and at the frequency required by the Contract.
- **Contingency Planning:** A practical approach for addressing staff availability, equipment failure, weather, facility changes, rescheduling, and other circumstances that may affect the Services. Proposers shall describe how they typically manage these situations.

4.5. Scope of Services

4.5.1. City Responsibilities

The City will:

- Provide available team rosters, participant information, team schedules, and photography-day schedules reasonably necessary to coordinate the Services;
- Designate the photography locations and arrange for City staff to open and close City facilities;
- Communicate photography dates and related information to participating teams;
- Encourage teams to have all available participants present for the team photograph; and
- Distribute Contractor-provided photography information or order materials to teams approximately one week before the applicable photography date.

Participation in photography and the purchase of photographs or products are voluntary. The City does not guarantee that every participant will attend a photography session, participate in individual or team photographs, or purchase photographs or products.

The Contractor shall identify in its Proposal any additional information, facility access, scheduling assistance, communications, or other City support necessary to perform the Services. Unless otherwise agreed in writing, the Contractor shall be responsible for its equipment, setup, staffing, customer communications and materials, ordering system, payment processing, production, fulfillment, and customer support.

4.5.2. The Contractor shall perform the following Services:

4.5.2.1. Pre-Season Coordination

- Designate a primary representative responsible for coordinating the Services with the City's Project Manager;
- Coordinate proposed photography dates, times, locations, and team schedules with the City's Project Manager;
- Provide current product, pricing, ordering, and customer-communication materials for distribution to participants and families;
- Communicate anticipated scheduling conflicts, facility needs, weather considerations, or other conditions that could affect performance; and.
- Identify all information, schedules, rosters, communications, facility access, setup space, power, or other assistance required from the City and the date by which each item is needed.

4.5.2.2. Photography Sessions

- Arrive with sufficient time to complete setup and begin each session as scheduled;
- Provide sufficient personnel and equipment to perform Services at all scheduled locations;

- Organize an efficient and orderly photography process appropriate for youth participants;
- Photograph each participating team member individually;
- Produce at least one team photograph for each scheduled team;
- Coordinate participant posing and team arrangements in a professional and age-appropriate manner;
- Maintain professional conduct and minimize disruption to City programs and facility operations;
- Provide backup equipment and qualified replacement personnel when necessary;
- Comply with all City requirements concerning conduct, participant safety, facility use, and interaction with minors; and
- At no cost to the City or affected purchaser, provide an appropriate correction, replacement, or retake when necessary, because of Contractor error or an image-quality deficiency. The Contractor shall describe its customary approach to participant absences and other requests for makeup or retake photography.
- Conduct all photography activities in open and observable locations;
- Ensure that at least one City employee, coach, parent, legal guardian, or other adult authorized by the City is present and able to observe the photography activities;
- Refrain from transporting minor participants or communicating privately with minors outside the photography activities authorized by the City; and
- Notify the City's Project Manager of any participant-safety concern or suspected violation of these requirements.

Multiple Contractor personnel do not satisfy the supervising-adult requirement unless an authorized non-Contractor adult is also present.

Participation in individual or team photography and the purchase of photographs or products are voluntary. The City does not guarantee that every registered participant will be available for or participate in photography. The Contractor shall not condition a participant's involvement in the applicable sports program upon photography participation or purchase.

- 4.5.2.3.** Ordering and Product Offerings: The Contractor shall provide a secure and convenient ordering process through which participants, parents, legal guardians, and other authorized purchasers may review available photographs and products, place orders, and make payment directly to the Contractor.

The Contractor shall:

- Clearly disclose available products, packages, prices, applicable taxes, shipping, handling, processing fees, and other purchaser charges before an order is submitted;

- Provide printed and/or digital photography options consistent with the Contractor's accepted Proposal;
- Provide order confirmations and receipts directly to purchasers;
- Direct ordering and sales communications to parents, legal guardians, adult participants, or other authorized purchasers rather than privately to minor participants;
- Maintain appropriate safeguards for online photographs, galleries, customer information, and payment information; and
- Provide an ordering process consistent with applicable accessibility requirements.

Proposers shall describe their customary ordering model, gallery-access practices, available products, payment methods, and the period during which photographs remain available for purchase.

4.5.2.4. Production, Delivery, and Customer Service

The Proposer shall describe its customary production, fulfillment, delivery, and customer-service process for hard-copy and digital products, as applicable, including:

- Available delivery methods, including digital delivery, direct shipment to purchasers, or bulk delivery to the City, coaches, or teams;
- Anticipated production and delivery timeframes;
- Applicable shipping, handling, processing, or delivery charges;
- Order-status and delivery communications; and
- Procedures for correcting delayed, damaged, lost, defective, or incorrect orders

The Contractor shall:

- Process, review, and deliver orders within the timeframes and by the methods stated in its accepted Proposal;
- Notify affected purchasers of material delays;
- Provide purchasers with direct customer support for order status, corrections, replacements, cancellations, refunds, and delivery concerns;
- Correct errors and replace defective, damaged, lost, or incorrect products when the Contractor or its fulfillment provider is responsible; and
- Maintain records sufficient to document orders, corrections, replacements, refunds, and unresolved complaints.

If the Contractor proposes to provide hard-copy photographs or products to the City, coaches, or teams for distribution, those items shall be delivered sufficiently in advance of the end of the applicable sports season to allow distribution to participants. Products shipped directly to purchasers shall be

delivered within the fulfillment timeframe stated in the Contractor's accepted Proposal.

4.5.2.5. Privacy and Permitted Use

The Contractor shall:

- Use participant information and photographs only to perform the Services, fulfill authorized orders, provide customer support, and comply with applicable legal requirements;
- Apply commercially appropriate privacy and security controls to online photographs, galleries, ordering systems, and participant and purchaser information;
- Protect participant, purchaser, order, and payment information from unauthorized access, use, or disclosure;
- Not sell or disclose participant or purchaser information for marketing or unrelated commercial purposes;
- Not use participant photographs in advertising, portfolios, websites, social media, facial-recognition systems, or artificial-intelligence development or training without the prior written authorization and required consent specified in the Contract; and
- Notify the City immediately, but no later than 24 hours after discovery, of any actual or suspected unauthorized access, disclosure, loss, alteration, or misuse of participant photographs or protected information and cooperate fully with the City's investigation and required response.

4.5.2.6. Sales Reporting and Commission Payments

Reports shall be provided electronically in a mutually acceptable spreadsheet or similar searchable format. Commission payments shall be made by check as directed by the City. The City will provide reasonable reporting instructions following award.

The Contractor shall:

- Track all Gross Sales generated under the Contract;
- Within 30 calendar days after the Contractor closes ordering for each sports program identified in Section 4.3, submit a complete sales and commission report and remit the corresponding commission payment to the City. The report shall cover all Gross Sales, refunds, cancellations, and adjustments recorded through the applicable ordering-close date as determined by the Contractor;
- Gross Sales, refunds, cancellations, or adjustments recorded after the initial report shall be included in the next commission report submitted to the City or, if no subsequent report is scheduled, in a supplemental report and payment submitted within 30 calendar days after the end of the Contract year;

- Identify Gross Sales, separately stated sales taxes, refunds, canceled transactions, adjustments, the applicable commission percentage, and the commission due to the City;
- Provide supporting documentation sufficient for the City to verify each commission calculation;
- Maintain complete sales, refund, adjustment, and commission records for at least three years following expiration or termination of the Contract, or longer when required by applicable law; and
- Make applicable records available for City review or audit in accordance with the Contract.

4.6. Special Conditions/Provisions:

4.6.1. Questions Regarding the Solicitation Process or the Scope of Services:

Kathleen Franklin, Purchasing Agent

kathleenf@gjcity.org

4.6.2. Key Staff Reassignment: The Contractor shall maintain a qualified primary account representative throughout the Contract and notify the City promptly of any change in that representative. The Contractor may assign and substitute qualified photography and support personnel as necessary, provided all assigned personnel satisfy the applicable Contract requirements and the substitutions do not impair performance.

4.6.3. Financial Proposal Requirements: The City is seeking Proposals based on a commission model. Each Proposer shall submit one proposed commission percentage using the form provided in Section 7.0 and shall include its proposed product catalog or customer price schedule with its Proposal.

The proposed commission percentage shall:

- Represent the complete financial consideration payable to the City;
- Apply uniformly to all Gross Sales generated under the Contract;
- Remain firm and unchanged throughout the initial Contract Term and all renewal terms; and
- Be stated as a percentage carried to no more than two decimal places.

Alternative, tiered, conditional, or variable commission structures will not be accepted because the City must evaluate all financial Proposals on a consistent basis.

The City will not pay or reimburse the Contractor for any Services or expenses. The Contractor shall be solely responsible for all costs necessary to perform the Services, including:

- Personnel, supervision, and administration;
- Photography equipment, lighting, backdrops, supplies, and backup equipment;

- Software, online galleries, ordering platforms, payment-processing systems, and data security;
- Travel, transportation, fuel, setup, and removal;
- Image processing, editing, production, packaging, fulfillment, shipping, and delivery;
- Customer service, retakes, corrections, replacements, and refunds;
- Insurance, licenses, permits, taxes, and regulatory compliance;
- Sales and commission reporting; and
- All other expenses necessary to fully perform the Contract.

Each Proposer shall submit its current product catalog or price schedule identifying the products, packages, digital-image options, specialty merchandise, and other offerings it proposes to make available. The submission shall identify the customer price for each offering and separately disclose applicable taxes, shipping, handling, processing, convenience, or other purchaser charges.

The City will evaluate the proposed commission percentage separately from the reasonableness, transparency, and overall value of the products and customer pricing offered to participants and their families.

The City does not guarantee any minimum number of participants, photography sessions, orders, Gross Sales, commissions, or revenue.

The City shall not be responsible for any additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise specified in the Contract Documents.

All financial Proposals submitted in response to this Solicitation may be subject to negotiation at the City's sole discretion. Once established in the executed Contract, the commission percentage shall remain firm and unchanged throughout the initial Contract Term and all renewal terms.

4.6.4. Contract: A binding Contract shall consist of the written agreement executed by duly authorized representatives of both Parties, together with this RFP and all Addenda, the Contractor's accepted Proposal, and any written clarifications or negotiated terms expressly incorporated into the executed agreement. A Notice of Intent to Award or Notice of Award does not, by itself, create a binding Contract or authorize the Contractor to begin Services.

4.6.4.1. The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth in the Contract, as well as all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

4.6.4.2. Except for minor changes authorized under Section 2.7, any modification or supplementation of the Contract must be documented in a written Amendment executed by duly authorized representatives of both Parties before the modification takes effect. No verbal agreement, informal communication, modified purchase order, or other unauthorized document shall amend the Contract.

4.7. Project Manager: The City's Project Manager, or designee, shall serve as the Contractor's primary point of contact for day-to-day administration and coordination of the Services. Responsibilities may include coordinating photography schedules, locations, team information, City-provided communications, operational requirements, sales and commission reports, and Contractor performance.

Unless otherwise directed in writing by the City, all operational communications, schedules, submittals, reports, and other materials related to the Services shall be provided to:

Trish Rothwell
Event Coordinator
City of Grand Junction
Parks and Recreation Department
1340 Gunnison Ave
Grand Junction, CO 81501

4.8. Contract Administrator: The Contract Administrator shall serve as the City's primary point of contact for contractual and administrative matters, including interpretation of the Contract terms and coordination of Amendments, modifications, renewals, compliance matters, and other formal Contract actions.

All contractual inquiries shall be directed at:

Duane Hoff, Jr., CPPB
Contract Administrator
Email: duaneh@gjcity.org
Phone: (970) 244-1545

The Contract Administrator is authorized to act on behalf of the City only within the scope of the authority granted under the Contract and applicable City policies. The Contract Administrator does not provide day-to-day operational direction or coordinate photography schedules, locations, or team activities.

Technical and operational oversight, scheduling, coordination of the Services, and review of Contractor performance shall remain the responsibility of the City's designated Project Manager.

4.9. Contract Term and Renewal: The Contract shall become effective upon full execution by both Parties. The Contractor shall commence Services as coordinated with the City's Project Manager and shall continue performing the Services through **December 31, 2027**, unless the Contract is earlier terminated in accordance with the Contract Documents.

The City may renew the Contract for up to three (3) additional one-year terms, subject to:

- Mutual written agreement of the Parties;
- Satisfactory Contractor performance, as determined by the City;
- Continued need for the Services;
- Annual appropriation and availability of funds necessary for the City to operate the applicable youth sports programs;
- Continued compliance with the Contract, including insurance, reporting, and commission-payment requirements; and
- Execution of the renewal before expiration of the then-current Contract Term.

Each renewal term shall be governed by the terms, conditions, specifications, and requirements of the original Contract unless otherwise modified by a written Amendment.

The commission percentage established in the original Contract shall remain firm and unchanged throughout the initial Contract Term and all renewal terms. Renewal of the Contract shall not provide either Party an opportunity to renegotiate or modify the commission percentage.

The Contractor may update its product selection and customer pricing during the Contract Term in accordance with its ordinary business practices. Before each sports season, the Contractor shall provide the City with its then-current product catalog or price schedule, including all applicable taxes, shipping, handling, processing fees, convenience fees, and other purchaser charges. Price changes shall apply prospectively and shall not affect orders previously placed. The commission percentage payable to the City shall remain unchanged.

For internal financial, procurement, and records-management purposes, the City may assign a new contract number to each renewal term and route the renewal for signature through DocuSign or another City-approved method. Administrative renewal or renumbering does not modify the commission percentage, Contractor obligations, or other Contract terms.

The City does not guarantee that any youth sports program will be offered or continued during the Contract Term or a renewal term. If funding is not appropriated or otherwise available to operate a program, the City may reduce, suspend, or cancel the affected photography Services without penalty or liability. Such action shall not relieve the Contractor of its obligation to fulfill outstanding customer orders, submit required sales reports, or remit commissions previously earned by the City.

4.10. Attachments

There are no attachments to this Solicitation.

4.11. Online Resources

The following resource is provided for general information about the City's Parks and Recreation Department. It does not modify or replace the requirements of this Solicitation.

- [City of Grand Junction Parks and Recreation](#)

4.12. Tentative Calendar of Events

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – Rocky Mountain E-Purchasing System (RMEPS)	August 7, 2026
Inquiry Deadline All questions regarding this Solicitation must be submitted no later than 5:00 p.m. MDT.	August 18, 2026
Final Addendum Issued (if applicable)	August 21, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MDT.	September 2, 2026
Evaluation of Proposals Internal review by City-appointed Evaluation Committee	September 2-10, 2026
Interviews (if required) By invitation only; may be conducted virtually or in person. Tentative interview schedule and time blocks: • September 17, 2026 (9:00 a.m. – 2:00 p.m. MDT)	September 17, 2026
Notice of Intent to Award (Tentative) Subject to completion of evaluation, interviews, and any required negotiations.	September 18, 2026
Contract Execution Contingent upon all required City approvals.	September 25, 2026

Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System:

 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and submit proposals well in advance of the submission deadline.
 - Instructions for registration are available on the BidNet® Direct website.
 - The City does not control or administer vendor access to the BidNet® system. Each Proposer is solely responsible for ensuring successful and timely electronic submission of its Proposal.
 - Technical assistance regarding the BidNet® system must be obtained directly from BidNet® at (800) 835-4603, Vendor Support Option 2, prior to the submission deadline.
 - Late submissions will not be accepted under any circumstances.
 - Proposals received by any means other than the BidNet® system will not be considered.
-

5.2. Proposal Format and Submission Requirements

Proposals shall be submitted as one (1) complete, fully searchable PDF document. The Proposal shall not exceed **thirty (30) pages**. To facilitate the City's evaluation process, the Proposal should be organized in the same order as the requirements set forth in this Section.

For the purposes of this limitation:

- One (1) page shall be defined as one (1) single-sided page.
- Each side of a double-sided page shall count as one (1) page.
- The page limit applies to pages sized no larger than 8.5" x 11".
- The page limit includes cover letter, executive summaries, graphics, charts, tables, and appendices within the proposal narrative.

The following documents are excluded from the page limit:

- Table of Contents;
- Section Dividers;

- Product catalogs and product-pricing schedules limited to proposed offerings and associated purchaser charges;
- A representative photography portfolio or links to an online portfolio; and
- The completed Solicitation Response Form.

Pages exceeding the stated page limit, or content outside the permitted exclusions, may not be reviewed or considered during the evaluation process.

5.3. Cover Letter

Proposers shall submit a cover letter summarizing the Proposer's interest in the project, relevant qualifications, and understanding of the City's objective and the Scope of Services. The cover letter shall include:

- A summary of the Proposer's experience and capacity to perform the Services
- The name and the contact information of the primary point of contact
- Identification of the individual(s) authorized to bind the Proposer
- The signature, printed name, and title of a duly authorized representative

Submission of a proposal constitutes certification that the Proposer agrees to comply with all requirements and conditions of the Solicitation.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0. Only the completed form shall be returned; the remainder of the Solicitation shall not be resubmitted. Any requested exceptions shall be submitted in accordance with Section 5.5.

5.5. Exceptions to Terms and Conditions

Proposers shall clearly identify any exceptions to the requirements, terms, or conditions of this Solicitation in a single, consolidated section of the Proposal titled "Exceptions."

Each exception shall reference the applicable section number and clearly describe the proposed modification.

Proposers shall not submit redlined versions of the full Solicitation document. Any exceptions not clearly identified in this section may be deemed waived by the Proposer.

The City reserves the right to reject any Proposal containing exceptions or to require withdrawal of exceptions as a condition of award.

5.6. Financial Proposal Submittal Requirements

Each Proposer shall submit a complete Financial Proposal containing all information required by Section 4.6.3. The Financial Proposal shall be clearly identified and complete. Failure to submit the required commission percentage, product offerings, customer pricing, or other information required by Section 4.6.3 may render the Proposal nonresponsive or affect its evaluation under Section 6.0.

5.7. Capacity, Credentials, Experience, and References

The Proposer shall demonstrate its capacity and experience to perform high-volume youth sports photography services. At a minimum, the Proposal shall address:

- **Relevant Experience:** Experience providing youth sports, school, recreation, event, or comparable high-volume photography services within the past five years.
- **Service Volume:** For representative engagements, identify the approximate number of teams, participants, locations, and photography sessions served.
- **Staffing Capacity:** Describe the personnel and resources available to perform the Services and the Proposer's plan for maintaining service continuity when assigned personnel become unavailable.
- **Service Location and Availability:** Identify the Proposer's primary business location and the location(s) from which the personnel assigned to the Contract will travel. Describe how the Proposer will provide reliable, timely on-site coverage in Grand Junction, Colorado, including anticipated travel or mobilization needs, staffing availability, and its approach to schedule changes, rescheduled sessions, or short-notice replacement personnel. The City does not require the Proposer to maintain a local office and will not provide a preference based solely on geographic location.
- **Key Personnel:** Identify the proposed account representative, lead photographer, and other Key Personnel, including qualifications, responsibilities, availability, and experience.
- **Multiple-Location Capacity:** Describe how the Proposer would provide photography coverage for the scheduling scenarios identified in Section 4.3, including its recommended staffing, sequencing, and location-coverage approach.
- **Equipment Capacity:** Describe the photography, lighting, backdrop, power, technology, and backup equipment available.
- **Subcontractors:** Identify each proposed Subcontractor or fulfillment provider and describe its responsibilities.

- **References:** Provide at least three references for comparable services performed within the past five years.

For each reference, provide the client's name, contact name and title, telephone number, email address, services performed, approximate service volume, contract period, and the Key Personnel involved.

The City will use the information provided in this section to evaluate the Proposer's qualifications, relevant experience, staffing capacity, reliability, and demonstrated ability to perform the required Services on-site in Grand Junction, Colorado. Geographic location alone will not be an evaluation factor; however, the feasibility and reliability of the Proposer's proposed staffing, travel, and service-delivery approach may be considered.

5.8. Portfolio and Sample Materials

The Proposer shall provide a representative portfolio demonstrating individual and team photography, including indoor and outdoor work, together with representative customer communications, ordering information, and sales-reporting materials. Materials may be provided as samples, screenshots, or links. The Proposer shall include only materials it is authorized to disclose.

5.9. Strategy and Implementation Plan

The Proposer shall provide a detailed plan explaining how it will perform the Services and satisfy the requirements established in Section 4.0. The response shall be organized to correspond with the applicable subsections of Section 4.0 and shall clearly describe the Proposer's:

- Proposers shall describe their complete production and fulfillment process for hard-copy and digital products, as applicable;
- Staffing, resources, and implementation methods;
- Proposed timelines and service standards;
- Assumptions, limitations, dependencies, and requested City support;
- Recommended alternative approaches, if any; and
- Value-added services or features included in the Proposal.

The Proposer should not merely restate the requirements of Section 4.0 but shall explain how its proposed approach, personnel, equipment, systems, and procedures will fulfill them. Any deviation from or exception to Section 4.0 shall be identified in accordance with Section 5.5.

5.10. Legal Proceedings/Litigation

Disclose any pending litigation, regulatory action, or administrative proceeding, and any such matter concluded within the past five years, that could reasonably affect the Proposer's ability to perform the Services or that materially concerns privacy, data security, consumer protection, intellectual property, fulfillment obligations, financial practices, or services involving minors. For each matter, provide a brief description and its current status or outcome. If none, state "None."

This includes:

- All pending or current litigation, including the status of each case
- Any matter filed, settled, or adjudicated within the past five (5) years

For each case, provide:

- A brief description of the underlying issue
- The status or outcome

Failure to disclose relevant legal proceedings may impact the evaluation process.

5.11. Additional Data (Optional)

This section is optional. Information submitted in this section must be directly relevant to the evaluation criteria and shall not modify or qualify the Proposer's response to any mandatory requirement. This may include:

- Specialized expertise or industry innovations
- Use of advanced technologies or sustainable practices
- Customer engagement strategies
- Other distinguishing factors that enhance the Proposer's ability to fulfill the objectives of this solicitation

This section is optional, but Proposers are encouraged to include information that may strengthen the proposal and demonstrate added value to the City.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate responsive Proposals in accordance with the criteria and weighting established in this Section. The evaluation will consider each Proposer's qualifications, relevant experience, capacity, proposed service-delivery approach, responsiveness to the Solicitation, financial Proposal, and overall value to the City, participants, and their families.

The evaluation process is intended to identify the Proposal that best satisfies the City's requirements and objectives and offers the best overall value.

6.2. Evaluation Summary

Proposals will be evaluated and ranked according to the evaluation criteria categories and respective weightings identified in this Section. In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, or any portion thereof.
- Waive informalities or minor irregularities in proposals.
- Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies.
- Request clarification or additional information from one or more Proposers; and
- Make an award, if any, in the best interest of the City.

Where applicable, the City may evaluate proposed pricing, fee structures, or cost methodologies independently or in combination with other evaluation factors to determine overall value. The City's determination of best value and any resulting award shall be made at the City's sole discretion.

6.3. Scoring Criteria

The City will evaluate proposals using the evaluation criteria categories and relative weights identified in this Section. Each Evaluation Committee member will independently evaluate and score qualitative criteria using a numeric scale of one (1) to ten (10), where:

- 1 represents an unsatisfactory response that fails to meet the requirements of the RFP; and
- 10 represents an exceptional response that fully meets or exceeds the requirements of the RFP

Raw scores for each qualitative criterion will be multiplied by its respective weights to determine weighted category scores. The sum of all weighted qualitative category scores will constitute each Proposer's total qualitative score.

6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 80%)

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	Completeness, organization, clarity, and compliance with the Solicitation instructions, submission requirements, and required formats.
Understanding of the Services and City Objectives	20%	Demonstrated understanding of the Services, the City's youth sports photography needs, operational considerations, objectives, and desired outcomes described in Section 4.0.
Qualifications, Experience, and Staffing Capacity	30%	Relevant experience providing comparable youth sports or high-volume photography services; quality and relevance of portfolio samples; qualifications and availability of proposed personnel; staffing and equipment capacity; ability to perform the Services on-site in Grand Junction, including at multiple locations; and quality of references.
Strategy & Implementation	25%	Quality, feasibility, and completeness of the proposed approach to performing the Services required by Section 4.0, including coordination, scheduling, photography sessions, product offerings, ordering, fulfillment, customer support, privacy and security, service continuity, and sales and commission reporting.

The City may consider optional or value-added elements proposed by a Proposer as part of this evaluation. The inclusion or exclusion of such elements shall not, by itself, render a proposal non-responsive unless explicitly required by this RFP.

6.3.2. Score Normalization Method

Following completion of individual evaluations, the City will aggregate the weighted qualitative scores from all Evaluation Committee members to determine each Proposer's total qualitative score.

The highest total qualitative score will establish the benchmark and be assigned the maximum available qualitative score of eighty percent (80%). All other Proposers'

qualitative scores will be proportionally adjusted relative to that benchmark using the following formula:

$(\text{Proposer's Total Qualitative Score} \div \text{Highest Total Qualitative Score}) \times 80 = \text{Normalized Qualitative Score}$

The resulting normalized qualitative scores will be used to calculate final composite scores.

6.3.3. Commission Proposal — 20% Formula-Based Scoring

The proposed commission percentage will account for twenty percent (20%) of the total evaluation score. The responsive Proposer offering the highest commission percentage will receive the maximum available points. All other responsive Proposals will be scored proportionally using the following formula:

$(\text{Proposer's Commission Percentage} \div \text{Highest Commission Percentage Proposed}) \times 20 = \text{Weighted Commission Score}$

Example:

- Highest commission proposed: 12% = 20 points
- Proposer's commission: 10%

$$(10 \div 12) \times 20 = 16.67 \text{ points}$$

The commission percentage used for scoring shall be the percentage submitted in accordance with Sections 4.6.3 and 7.0. A Proposal that fails to provide the required commission percentage may be considered nonresponsive.

Customer product pricing and overall value to participants and their families are not included in the formula-based commission calculation and will be evaluated under the applicable qualitative criteria.

6.4. Shortlisting Proposers

The City may use the process outlined in this Section to identify a shortlist of Proposers for further consideration. The City reserves the right to modify, waive, or discontinue any step in this process if determined to be in the City's best interest.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation.

The City's Purchasing Agent may request written clarifications from Proposers to resolve minor ambiguities, confirm understanding of the proposal, or verify compliance with submission requirements.

Evaluation and Scoring

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weighting outlined in Section 6.3. Individual evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing rankings and identifying the most qualified Proposers.

6.5. Experience and Reference Checks

The City reserves the right to conduct reference checks for one or more of the highest-ranked Proposers to verify qualifications, past performance, and reliability. Reference checks may include, but are not limited to, inquiries regarding:

- Performance on projects of similar size, scope, and complexity.
- Adherence to schedules, budgets, and contractual requirements; and
- Responsiveness, professionalism, and quality of work.

The City may contact references provided by the Proposer and/or other sources known to be familiar with the Proposer's performance. The City may also request additional supporting materials or work samples, and, if applicable, conduct site visits, for the purpose of verifying information contained in the proposal and further evaluating the Proposer's qualifications and capabilities.

6.6. Interviews or Presentations (if requested)

At the City's discretion, one or more Proposers determined to be the most responsive and competitive may be invited to participate in interviews or presentations. Interviews may be conducted in person or virtually and are intended to further evaluate the Proposer's qualifications, proposed approach, and ability to successfully perform the Work.

The City reserves the right to determine the number of Proposers invited to interview and to adjust interview thresholds based on the quality of proposals and the level of competition. Shortlisted Proposers will be notified in writing. Interview dates and times will generally align with the Tentative Calendar of Events and may be modified as needed.

If conducted, interviews or presentations may be used to further assess or clarify the Proposer's:

- Understanding of the City's needs and objectives.
- Proposed approach, methodology, and work plan.
- Key personnel and organizational capacity; and
- Overall value to the City.

Participation in an interview or presentation does not guarantee an award.

6.7. Negotiations

The City reserves the right to conduct negotiations with the highest-ranked Proposer following completion of the evaluation process. Negotiations with lower-ranked Proposers may occur only if negotiations with higher-ranked Proposers are unsuccessful and formally concluded.

As part of negotiations, the City may request revisions to the Proposer's submission, which may include:

- Clarifications, refinements, or revisions to the proposed scope, approach, or deliverables
- Revisions to the proposed commission percentage, product offerings, purchaser pricing or charges, service standards, and other financial or operational terms, including a request for a Best and Final Offer; and
- Other modifications necessary to align the proposal with the City's objectives

All negotiations will be conducted at the City's sole discretion and in a manner determined to be most advantageous to the City.

6.8. Award

The City reserves the right to exercise full discretion in the evaluation and award process, and may take the following actions, at its sole discretion and in accordance with applicable law:

- Award a primary Contract and, if determined to be in the City's best interest, establish a secondary Contractor for coverage the primary Contractor is unable to provide.
- Reject any or all proposals and waive any informalities, technicalities, or irregularities.
- Accept, reject, or negotiate portions of one or more proposals.
- Consider a Proposer's past performance with the City or other public agencies; or
- Decline to make any award if, in the City's judgment, no proposal offers sufficient value to justify a contract.

Any award recommendation is subject to final approval by the appropriate City authority.

6.9. Contract Execution

The selected Proposer shall be required to execute the contract within the timeframe specified after the award notice. Failure to timely execute the Contract may result in the withdrawal of the award and the selection of the next-highest-ranked proposer, or cancellation of the solicitation.

Any award is contingent upon funding availability, completion of all required approvals, and successful negotiation of final contract terms.

6.10. Notice of Intent to Award & Protest Procedures

The City may issue a Notice of Intent to Award prior to final contract execution.

Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5966-26-KF “Professional Youth Sports Photography Services for the City of Grand Junction Parks and Recreation Department”

The proposer must submit the completed, dated, and signed form.

Commission Proposal

The Proposer shall state the percentage of Gross Sales, as defined in Section 2.33, that it proposes to remit to the City.

1) _____ % of Gross Sales

Percentage of Gross Sales Written:

_____ percent

The undersigned has reviewed the entire Solicitation and has submitted the Proposal, commission percentage, product and customer-pricing information, and other required materials.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services/work described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City’s sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City’s best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.

- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for reviewing and acknowledging all Addenda issued in connection with this Solicitation as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

Subcontractor Disclosure

The Proposer shall identify all subcontractors proposed to perform Services under the Contract, including the name of the firm, the services to be provided, and the qualifications of key personnel assigned to the Services.

The City reserves the right to evaluate the qualifications, certifications, experience, capacity, and past performance of any proposed subcontractor and to reject any subcontractor that, in the City's judgment, does not possess the qualifications necessary to perform the assigned Services.

The Proposer shall remain fully responsible for the performance of all subcontractors and their personnel. Use of subcontractors shall not relieve the Proposer of any obligation, requirement, or liability under the Solicitation or any resulting Contract.

No subcontractor identified in the Proposal may be substituted, and no additional subcontractor may be engaged following Contract award without the prior written approval of the City.

The Proposer shall ensure that all subcontractors possess any licenses, certifications, registrations, qualifications, permits, or other credentials required to perform the Services assigned to them.

Name, Address, City, and State of Subcontractor	Description of Service(s) to be Performed	Role and Estimated Percentage of Services

If no subcontractors are proposed, the Proposer shall indicate "None."

Certifications

By signing the Solicitation Response Form, the Proposer certifies that all identified subcontractors are qualified to perform the proposed Services and shall comply with all applicable Contract requirements, including licensing, certification, regulatory, confidentiality, insurance, and safety obligations.