



Chatham County NC Parks and Recreation

Request For Proposals Youth Sports Photography

Submit Proposals: DUE BY: 12/04/2018 3:00 PM

Robin S James, CLGPO
Chatham County Procurement Manager
PO Box 608 (mailing)
12 East Street (physical delivery)
Pittsboro, NC 27312
robin.james@chathamnc.org
919-545-8364

PURPOSE:

The purpose of the Photography RFP is to seek a qualified photography firm to provide photography (photo packages) to the Chatham County Parks and Recreation youth sports participants. (Youth Softball, Basketball, and T-Ball)

GENERAL SCOPE:

The photographer selected to provide photo services will be responsible for team and individual photos in the Chatham County Parks and Recreation youth sports programs.

CHATHAM COUNTY YOUTH SPORTS PROGRAMS:

- Youth Basketball: Winter program; 75-90 Teams/600-900 participants; Pictures in January
- Youth Softball: Late Spring Program; 3-4 Teams/25 participants; Pictures in May
- Youth T-Ball: Late Spring Program; 4-5 Teams/45-75 participants ; Pictures in May

PHOTOGRAPHER RESPONSIBILITIES

1. Schedule all team photos and provide adequate staff to assure timely and efficient photo sessions without delay to game schedules.
2. Collect and account for all money paid for photo packages while offering a variety of methods of payment.
3. Photo packages will be mailed directly to the home of the participant within three weeks after each photo session.
4. Provide a variety of packages including affordable options.
5. Provide all participants with clear, properly formatted, professional quality color prints.
6. Resolve any problems associated with photo sessions or with the delivered products.
7. Provide each sponsor a 5x7 sponsor's plaque delivered to the Chatham County Parks and Recreation within three weeks after each photo session.
8. Provide each head coach with a coach's plaque delivered to Chatham County Parks and Recreation within three weeks after each photo session..
9. Provide one assistant coach per team a 5 x 7 team photo delivered to Chatham County Parks and Recreation within three weeks after each photo session..
10. Photographer shall be responsible for providing a certificate of insurance meeting County requirements upon awarding of the contract.
11. Provide proof of a clear criminal background check on all staff in contact with any youth through this contract.
12. Provide a report within thirty days of photography session showing the totals sales generated from each photography session.
13. Agree to pay to Chatham County Parks and Recreation a set commission rate of gross sales for each sport season's photography session. This should be paid within fifteen days of the generated total sales report.

CHATHAM COUNTY PARKS AND RECREATION RESPONSIBILITIES

1. Provide schedules to Photographer for days of photo sessions.
2. Deliver photo information to the coaches prior to team photo sessions.
3. Assist when possible on resolving incorrect delivery information if a package is returned to the photography vendor.

PROPOSAL INFORMATION AND INSTRUCTIONS:

- Submittal deadline: **Tuesday, December 4, 2018 at 3pm.**
- Submit to the Attention of Robin James, Chatham County Procurement Manager
- Include on outside of sealed envelope: Chatham County Photography Submittal
- Expected Award Date: Mid December, 2018

Submittals: Shall be submitted to Robin James, Procurement Manager, to either the mailing or physical delivery address as provided on front page. **Two (2) printed copies and one (1) electronic copy in .pdf format are required.** Remember to label the most exterior envelope with “Chatham County Photography Submittal”. The electronic copy may either be included within the submittal package or sent to robin.james@chathamnc.org. Documents will be accepted until 3:00 p.m., **Tuesday, December 4th, 2018.** **BOTH** parts of the submittal must be received by the deadline. There will not be a bid open. Responses will not be accepted after the aforementioned time and date. We will not accept proposals by fax or any method other than stated. The sender must allow ample delivery time for the selected shipment or transmission methods.

Withdrawal of Proposals: Proposing vendors may withdraw their Proposals any time before the deadline for submission on 12/04/2018, but the withdrawal must be submitted in writing and signed by the proposing vendor.

Inquiries and Corrections: All inquiries relating to this request should be in writing and addressed to: Robin James, Chatham County Procurement Manager, PO Box 608, Pittsboro, NC 27312
They may also be faxed to 919-545-2417 or emailed to robin.james@chathamnc.org

If a proposing vendor finds discrepancies in or omissions from the specifications or should require additional clarification of any part, a written request for interpretation shall be submitted to Ms. James. Any interpretation of or changes made to the RFP will be made by written addendum to each proposing consultant and shall become part of the request for any contract awarded. All addenda will be posted to the Chatham County Bid & Proposal Opportunities at <http://www.chathamnc.org/government/current-bid-proposal-opportunities>. The County will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. **All inquiries must be submitted by 12:00 Noon on Wednesday, November 28, 2018.** It shall be the responsibility of each proposing organization or individual to verify that every addendum has been received prior to submitting Proposals.

Vendor Certification: The submission of proposal shall be deemed a representation and certification that the proposing vendor:

- Has carefully read and fully understands the information provided by Chatham County in this RFP;
- Is financially solvent and as the capability to successfully undertake and complete the responsibilities and obligations of the proposal submitted;
- Represents that all of the information contained in the submitted proposal is true and correct;
- Did not in any way collude or conspire with any other parties, directly or indirectly, in regard to the amount, terms or conditions of this Proposals;
- Acknowledges that Chatham County has the right to make any inquiry it deems appropriate to substantiate or supplement information provided by proposing vendors and hereby grants Chatham County permission to make these inquiries; and
- Acknowledges that any proposal cannot be modified after its submission for any reason.

Format & Deadline of Proposals: Late Proposals will not be accepted under any circumstance and will not be opened or reviewed. We will not accept Proposals by fax or any method other than is outlined under Proposal Instructions. The sender must allow ample delivery time for the selected shipment or transmission methods.

PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA:
(Include all items in your submittal)

In addition to package pricing, the factors below will be considered when submissions are evaluated;

1. Demonstrated experience with sports team photos. Submit your firm's overall organization structure and history, including sport team photography.
2. Presentation of photography programs and how well they are run. Discuss photography day and how it is structured.
3. Presentation of detailed packages and package options. Include samples.
4. Ability to provide staff with clean criminal background history
5. References - Include a minimum of three (3) references (preferably youth sport organizations).
6. Provide name(s) of those authorized to represent you (include titles and telephone numbers) and who will work with staff on the project.
7. Value of commission to the County
8. Other information to help us understand your company and the value you bring.
9. Completed Vendor Form
10. Complete Proposal Submittal

Contract Term/Conditions

The selected vendor will be required to enter a contract with Chatham County (a draft contract is attached as Exhibit 1). The County intends to enter a contract with the selected vendor or vendors for (1) one initial contract term. The first contract term is (12) months, January 1, 2019 through December 31, 2019. Chatham County reserves the right to terminate the contract at any time if funds are not appropriated and made available by the Chatham County Board of Commissioners. Bidder warrants that proposal prices, terms, and conditions quoted in his/her proposal will be firm for acceptance for the contract term.

E-Verify:

Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). If Contractor or any Contractor's sub-contractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

Divestment from Companies that Boycott Israel:

Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to NC G.S. 147-86.80 et al, and (b) it will not take any action causing it to appear on any such list during the term of the Contract Agreement.

Iran Divestment Act Certification:

By acceptance of this Contract Agreement, Contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

Requirement To Recycle Certain Electronic Equipment:

Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

INSURANCE REQUIREMENTS

Chatham County requires selected contractors and any subcontractors to obtain and maintain at their own expense all insurance required by state and federal law. If requested, the selected organization agrees to provide Chatham County with evidence of required policies, certificates and/or endorsements upon the award of the contract. As a minimum, contractors and subcontractors are required to have the following coverages related to any contract work for Chatham County:

- Workers compensation as required by the State of North Carolina
- Professional liability, including errors and omissions, malpractice (if applicable) and negligent performance—at least \$1 million for all damages
- Comprehensive general liability, including personal injury, broad form property damage blanket contractual and fire legal liability--\$1 million combined limit for bodily injury and property damage

The County shall be named as an additional insured on both the professional liability and comprehensive general liability coverage. Contractor shall furnish copies of all such policies and all renewals, terminations and alterations to the County on a current basis.

Contract Extension

Chatham County reserves the right to negotiate the contract award with an extension or renewal clause.

The contract will be awarded to the firm with the best overall proposal and consideration of the best interest to Chatham County and the program.

Additional County Conditions:

- All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, Chatham County reserves the right to change the conditions, requirements and specifications as it deems necessary.
- The proposal must be signed by a duly authorized official of the proposing organization or individual submitting the proposal.
- The firm ***must return the completed Attachment No. 1: Vendor Information and Signature Form***
- No Proposals will be accepted from any person or organization that is in arrears for any obligation to Chatham County, or that otherwise may be deemed irresponsible or unresponsive by county staff, or the Chatham County Board of Commissioners.
- Chatham County is not obligated to enter into any contract as a result of the RFP.
- All prices quoted must be firm for a period of 90 (ninety) days following the proposal deadline.
- Chatham County reserves the right to reject any and all Proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of Chatham County.
- The County reserves the right to award more than one contract as a result of this RFP.
- Chatham County may approve or disapprove the use of specific proposed subcontractors in any Proposals, and requires that subcontractors be subject to a satisfactory completion of criminal background check.
- Chatham County reserves the right to enter into an agreement with another proposing vendor in the event that the originally selected vendor fails to execute a contract with the County or defaults on their contract.
- All Proposals shall be prepared in a comprehensive manner as to content, but we do not require specific types of binders or promotional material for submissions. Promotional material will not be considered part of the proposal and will not affect the evaluation of Proposals.

- Chatham County reserves the right to negotiate with any, none or all of the proposing vendors.
- All costs, including travel and expenses, incurred in the preparation of this proposal will be borne solely by the proposing company.
- The County will not return proposal materials to those submitting Proposals.
- No agreements with any selected vendor shall be binding until a contract is approved, signed and executed by the County Manager and authorized representatives of the vendor.
- Local, minority, female owned, and small businesses are encouraged and invited to submit proposals.

The County of Chatham is an Equal Opportunity Employer and does not discriminate on the basis of sex, marital status, race, color, creed, national origin, age or disability.

Vendor Information Form

CHATHAM COUNTY PURCHASING
 PO Box 608
 Pittsboro, NC 27312
 Phone: (919) - 545 - 8364
 Fax: (919) - 545 - 2417

Please Type or Print Legibly

Federal ID # _____ SS # _____ Vendor # _____

Vendor Name	Date
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ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		Post Office Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
	EMAIL:	

YEAR ESTABLISHED	TERMS	DISCOUNT
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CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
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This firm certifies that it is a : (if applicable)

- Disabled
 Minority Business Enterprise
 Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Three Business References (completed in last two years):

Business name:	Contact Name & Number
_____	_____
_____	_____

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

EXHIBIT 1

NORTH CAROLINA
CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into by and between Chatham County ("County"), and _____, ("Contractor").

WHEREAS, Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreement described below, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on _____, 20____ and end on _____, 20____, unless terminated as hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by Contractor, the County shall pay the Contractor the sum of \$ _____, payable within thirty (30) days from receipt of proper invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Automobile Liability</u>	<u>General /Professional Liability</u>
Worker's Compensation	\$250,000 bodily injury per person	\$100,000 bodily injury per person
Statutory Limits	\$100,000 property damage	\$500,000 bodily injury per occurrence
		\$100,000 property damage

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.
6. **Intellectual Property owned by Contractor.** This Agreement is subject to the North Carolina public records law, and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.
7. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are

independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

9. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312
919-542-8200

Contractor Name:
Attn:
Address
City, State, Zip
Phone: Email:

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.

11. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

13. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.
 - (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
 - (d) Failure to maintain the insurance required by this Agreement.
 - (e) Charging rates or fees in excess of those permitted under in this Agreement.
 - (f) Inefficient, or unsafe practices in providing Services.
 - (g) The material breach of any provision of this Agreement.

- (ii) **Convenience:** The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

16. **Annual Appropriations and Funding.** This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. **Hold Harmless:** Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of Service under this Agreement.

18. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

19. **State and Federal Requirements; County Terms and Conditions:** by signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at this link: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request

20. **Controlling Document.** In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Chatham County:

By: _____
Renee Paschal, County Manager

Contractor

By: _____

Name: _____

Title: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki McConnell, Finance Director

APPENDIX 1

SCOPE OF WORK

PROJECT NAME:

SCOPE OF SERVICES:

TOTAL COSTS: which includes all Reimbursables.

COMPLETION DATE: