



Kershaw County Government Center
515 Walnut Street
Camden, South Carolina 29020

KERSHAW COUNTY RECREATION YOUTH SPORTS TEAM PICTURES

Request for Proposal
#17-135-10

RFP Due Date:
May 23, 2018
Before 3:00 P.M.

PROJECT

Kershaw County solicits the submission of proposals for recreation youth sports team pictures.

SPECIFICATIONS

Specifications and price sheet enclosed.

CONTACT

Questions must be directed in writing and faxed to Sarah Williams at (803) 425-1546, or e-mailed to sarah.williams@kershaw.sc.gov

Questions must be received before **2:00 p.m., May 8, 2018.**

BID SUBMISSION

Please submit bids to: Sarah Williams
Kershaw County Government Center
515 Walnut Street, Room 217
Camden, SC 29020

Sealed proposals must be received in the Purchasing Office, Room 217 of the Government Center, no later than **3:00 p.m., May 23, 2018.**

Kershaw County is not responsible for lost or misdirected bids. The County reserves the right to reject any or all offers and can waive any technicality in the best interest of Kershaw County.

Mark outside of envelope **“RFP #17-135-10 TEAM PICTURES”**

STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY KERSHAW COUNTY WITHIN THIS BID DOCUMENT. KERSHAW COUNTY RESERVES THE RIGHT TO REJECT ANY BID WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

DEFINITIONS USED HEREIN:

- A. "PROPOSAL REQUEST" MEANS A SOLICITATION OF A FORMAL SEALED REQUEST FOR PROPOSAL
- B. "PROPOSER" MEANS VENDOR
- C. "PROPOSAL" MEANS PRICE OFFERED BY THE VENDOR
- D. "COUNTY" MEANS COUNTY OF KERSHAW OR KERSHAW COUNTY

COMPLETING BID: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED. AUTHORIZED PROPOSER MUST SIGN EACH PROPOSAL SHEET AND REQUIRED INFORMATION MUST BE PROVIDED.

CONFIDENTIALITY OF BID INFORMATION: EACH PROPOSAL MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED TO PROVIDE CONFIDENTIALITY OF THE PROPOSAL INFORMATION PRIOR TO THE OPENING. SUPPORTING DOCUMENTS AND/OR DESCRIPTIVE LITERATURE MAY BE SUBMITTED WITH THE PROPOSAL OR IN A SEPARATE ENVELOPE MARKED LITERATURE FOR RFP (NUMBER). DO NOT INDICATE PROPOSAL PRICES ON LITERATURE.

ACCURACY OF PROPOSAL: EACH PROPOSAL IS MADE PUBLIC RECORD OF THE COUNTY AFTER AWARD. THEREFORE, IT IS NECESSARY THAT ANY AND ALL INFORMATION PRESENTED IS ACCURATE AND/OR WILL BE THAT BY WHICH THE PROPOSER WILL COMPLETE THE CONTRACT. IF THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE EXTENDED TOTAL, THE UNIT PRICE WILL PREVAIL.

SUBMISSION OF PROPOSAL: PROPOSALS ARE TO BE SEALED AND SUBMITTED TO THE PURCHASING OFFICE, ROOM 217, KERSHAW COUNTY GOVERNMENT CENTER, 515 WALNUT STREET, CAMDEN, S C 29020, PRIOR TO THE DATE AND TIME INDICATED ON THE PROPOSAL COVER SHEET.

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS PROPOSAL WILL BE ISSUED BY THE PURCHASING OFFICE IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: PROPOSALS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS PROPOSAL DOCUMENT WILL NOT BE CONSIDERED. PROPOSALS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE DEADLINE DATE AND TIME INDICATED FOR SUBMISSION ON THE COVER SHEET.

PROPOSAL CONDITION OF PRICE: ALL PROPOSAL PRICES SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 90 DAYS, OR UNTIL EVALUATION OF PROPOSALS IS COMPLETE AND AWARD IS MADE. THEREAFTER, THE CONTRACT PRICE SHALL REMAIN EFFECTIVE FOR THE TERM OF THE CONTRACT.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF THE COUNTY BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE. ALL EQUIPMENT WILL BE ASSEMBLED AND FULL SERVICED, READY FOR OPERATION WHEN DELIVERED.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS PROPOSAL WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE VENDOR AND/OR MANUFACTURER GIVES TO ANY CUSTOMER. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO THE COUNTY BY ANY OTHER CLAUSE OF THIS PROPOSAL. THE COUNTY RESERVES THE RIGHT TO REQUEST FROM VENDORS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL.

METHOD OF AWARD AND NOTIFICATION: PROPOSALS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS PROPOSAL, TO THE MOST RESPONSIVE AND RESPONSIBLE VENDOR(S) WHOSE PROPOSAL CONFORMS TO THE SPECIFICATIONS AND WHOSE PROPOSAL IS CONSIDERED TO BE THE BEST VALUE IN THE OPINION OF THE COUNTY. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND ANY PART OF A PROPOSAL; TO WAIVE INFORMALITIES, TECHNICAL DEFECTS, AND MINOR IRREGULARITIES IN PROPOSALS RECEIVED AND TO AWARD PROPOSALS ON AN ITEM BY ITEM BASIS, BY

SPECIFIED GROUPS OF ITEMS OR TO CONSIDER PROPOSALS SUBMITTED ON "ALL OR NOTHING" BASIS IF THE PROPOSAL IS CLEARLY DESIGNED AS SUCH OR WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE COUNTY.

CREDIT TERMS: VENDOR WILL INDICATE ALL DISCOUNTS FOR FULL AND/OR PROMPT PAYMENT. DISCOUNT WILL BE CONSIDERED AS A COST FACTOR IN THE DETERMINATION OF AWARD, EXCEPT DISCOUNTS OFFERED FOR PAYMENT WITHIN LESS THAN TEN (10) CALENDAR DAYS. DISCOUNTS OFFERED WILL BE COMPUTED FROM DATE OF RECEIPT OF CORRECT INVOICE OR RECEIPT AND ACCEPTANCE OF PRODUCTS, WHICHEVER IS LATER.

SELLER'S INVOICE: INVOICE WILL BE PREPARED AND SUBMITTED IN DUPLICATE TO ADDRESS SHOWN ON THE PURCHASE ORDER. SEPARATE INVOICES ARE REQUIRED FOR EACH PURCHASE ORDER. INVOICE WILL CONTAIN THE FOLLOWING GENERAL INFORMATION: PURCHASE ORDER NUMBER, ITEM NUMBER, DESCRIPTION OF SUPPLIES, OR SERVICES, SIZES, UNIT OF MEASURE, QUANTITY, UNIT PRICE AND EXTENDED PRICE.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: THE COUNTY AND/OR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY BIDDER FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE COUNTY OF KERSHAW, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

ANTI-DISCRIMINATION CLAUSE: NO PROPOSER ON THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

KERSHAW COUNTY IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

REQUEST FOR PROPOSALS

Pictures for

Recreation Youth Team Sports

Due Date: May 23, 2018, before 3:00 P.M.

I. INVITATION

Kershaw County Recreation Department invites all interested, qualified persons or firms, capable of providing the required products and services, to submit Proposals for Photographic Concessions for Youth Team Sporting Events.

Responses to the Request for Proposals will be accepted before 3:00 p.m., May 23, 2018. It is the sole responsibility of the vendor to see that the proposal is received before the submission deadline. The vendor shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered.

Any requests for clarification or additional information deemed necessary by any respondent to present a proper proposal must be submitted in writing as follows:

Sarah Williams

Fax to: (803) 425-1546

OR e-mail to: sarah.williams@kershaw.sc.gov

Written questions or requests for clarification must be received before 2:00 p.m. May 8, 2018. Any request received after the above stated deadline will not be considered. All requests received prior to the above deadline that changes the RFP will be responded to in writing by the County in the form of an addendum addressed to all prospective respondents.

Restrictions Applicable To Offers: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC State Ethics Act: (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* Any communication regarding the submission, evaluation, or award must be solely addressed to the Purchasing Manager, or designee. This restriction may be lifted by express written permission from the Purchasing Manager.

The contract period covered by this proposal shall be September 1, 2018 through August 31, 2019. The contract may be renewed for an additional 4 years on a one (1) year basis.

II. SCOPE OF SERVICES

The proposal shall cover a 1-year concession providing team and individual pictures for events including, but not limited to, the following:

- Youth Soccer (Fall)
- Youth Football (Fall)
- Youth Basketball (Winter)
- Youth Baseball (Fall and Spring)
- Youth Softball (Fall and Spring)
- Swim Team (Summer)

- Other youth team sports as determined by the Recreation Department

Vendor shall provide the following:

- Assist in preparing Picture Day schedules.
- Furnish sport portrait package envelopes or online access for teams with picture package information. This information with order forms should be made available approximately two (2) weeks prior to scheduled picture day. Vendor to collect payment for packages as orders are received.
- Photographs taken, on site in Kershaw County, South Carolina, on a schedule convenient to event participants, i.e. prior to a practice or game. Photograph shall be taken prior to the mid-point of the season.
- A guarantee that the pictures will be taken, as proposed, and delivered before the end of each season.
- Vendor must handle collection of all payments, bad checks, etc.
- Vendor responsible for providing adequate photographers and assistants and setting up shoot area with check-in station and product displays.
- Vendor must allow availability for make-up date and/or retakes as necessary.
- Vendor must mail completed picture orders directly to each individual player's home before the end of the regular season.
- Vendor must provide complimentary 8x10 team picture to coaches and sponsors w/captions indicating the league name and year for sponsors, or item equal to, which must be approved by the Recreation Director.
- Vendor must offer money back guarantee to parents, no questions asked.

NO MINIMUM ORDER FROM PARENTS REQUIRED

Recreation Department will provide the following:

- Provide Vendor with a list of coaches, teams and practice/game schedule.
- Assist vendor in preparing Picture Day schedule.

III. INSURANCE REQUIREMENTS

Vendor shall provide and maintain throughout their performance under this contract, insurance in the following minimum requirements. Automobile insurance shall cover all vehicles owned, hired or non-owned, operated by/or on behalf of the contractor in the performance of this contract.

- A. General Public Liability and Property Damage \$1,000,000 per occurrence
- B. Bodily Injury \$1,000,000 per occurrence
- C. Automobile Liability \$1,000,000 per occurrence
- D. Workers' compensation South Carolina Statutory Limit

Prior to start of work, a Certificate of Insurance shall be furnished to the Purchasing Department as evidence of the existence of such insurance. Certificates shall contain provision for a thirty (30) day prior written notice of cancellation or material change and list Kershaw County, 515 Walnut Street, Camden, SC 29020 as certificate holder.

IV. COMMISSION FEES

Successful vendor shall pay commission fees, as a percentage of gross sales, to the Kershaw County Recreation Department. Sales shall be reported within 5 days of pictures being taken and commission fees shall be paid within 10 days following the end of each program. Report of sales and commission fee checks shall be given to the Recreation Director.

V. SELECTION PROCESS

Evaluations will be based on the following criteria:

1. The firm's ability to provide quality products and services as determined by qualifications and past work completed in similar conditions.
2. Overall quality of photos.
3. Proposed cost of services to the Consumer.
4. Commission paid to Kershaw County Recreation Department.

VI. INFORMATION TO PROPOSERS

A. Proposals shall be submitted on the attached Proposal Price Sheet. **Proposals shall include a sample team and individual photograph (one each) as well as a list of current customers, including contact name, address and telephone number.**

B. Proposals must be submitted in a sealed envelope, plainly marked with the vendor's name and address, and **"RFP #17-135-10 TEAM PICTURES"**
Deadline for submittal is before 3:00 p.m., May 23, 2018.

No information, including names of companies submitting, will be released until after all evaluation and negotiations are complete and award is made.

C. The Vendor agrees to abide by all laws, rules and regulations of the United States, State of South Carolina, Kershaw County, and the City of Camden, securing all necessary licenses and permits in connection with this proposal at no additional cost to the County. Successful proposer must have a current City of Camden business license.

D. Kershaw County prefers vendors with offices located within 75 miles of Camden, SC.

E. Kershaw County reserves the right to reject any and all proposals, to waive any informalities or minor irregularities in proposals, and to accept the proposals deemed, in the opinion of the County, to be in the best interest of the County.

F. Include pages 9, 10, 11 and 12 as part of your proposal package.

G. Any addenda issued during the time of this Proposal request shall be made part of the Contract Documents, shall be covered by the Proposal, and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Proposal.

H. Any vendor may withdraw his Proposal, either personally or by written request, at any time prior to the scheduled opening date and time.

I. Each Proposal submitted shall remain valid and cannot be withdrawn for a period of ninety (90) days after the scheduled opening date.

Your Company Name

KERSHAW COUNTY

Youth Sports Team Pictures Price Sheet

RFP # 17-135-10

PROVIDE LISTING OF 3 PACKAGES THAT WILL BE OFFERED

Include a sample team and individual photograph (one each) as well as a list of current customers, including contact name, address and telephone number.

Price Proposal	
	Customer Prices Only
Package 1 Basic Package	\$
8x10 Team Picture 8x10 Individual 8 Wallet Individuals	
Package 2	\$
Package 3	\$

Additional Photos		
	8 Wallet Size Photos	\$
	8 Trader Size Photos	\$
	16 Wallet Size Photos	\$
	16 Trader Size Photos	\$
	3 x 5 Individual Photo	\$
	5 x 7 Team / Individual Photo	\$
	8 x 10 Team / Individual Photo	\$
List Other Items Available (magnets, key chains, etc.)		
		\$
		\$
		\$
		\$
		\$
		\$

REF # 17-135-10

Vendor shall pay _____% commission of gross sales to Kershaw County Recreation based on the above stated priced items. Sales shall be reported and commission fees shall be paid within 10 days following the end of each program.

Company _____

Contact Name _____

E-mail address _____

Address _____

Telephone _____ Fax _____

Signature _____ Date _____

If any, acknowledge receipt of Addendums by date.

Addendum I _____

Addendum II _____

Addendum III _____

Your Company Name

Provide the following information about your Current Customers

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Number of images sold per program _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Number of images sold per program _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Number of images sold per program _____