



REQUEST FOR PROPOSALS

AUGUST 7, 2017

FY18-10RFP PHOTOGRAPHY CONTRACT FOR PARKS & RECREATION YOUTH SPORTS TEAMS

GENERAL INFORMATION:

The City of Council Bluffs Parks, Recreation & Public Property Department (PR&PP) is soliciting Requests for Proposals (RFPs) for the rights to be the exclusive photographer of all teams and players participating in its Youth Sports programs, including but not limited to: youth basketball, youth tee-ball, baseball, machine pitch, and girl's fast pitch softball leagues.

Proposals are due August 31, 2017 no later than 4:00 p.m. and can be mailed or delivered to Parks & Recreation, Attn: Geoff Hubbard, 209 Pearl St, Council Bluffs, IA 51503.

I. HOW TO SUBMIT A REQUEST FOR PROPOSAL

Those interested in being considered for this photography agreement must provide the following:

1. Review and sign this RFP Form. Submitting and signing the entire document with all its Articles is required to assure you have read the requirements.
2. Fill out the portion of this RFP Form that indicates the annual payment to be returned to PR&PP should you be the selected photographer.
3. Submit with the above, a business plan for your proposed operation. This plan, at a minimum must include:
 - a. Your experience in this or similar ventures.
 - b. The details of what types of photography packages are offered and prices charged per package.
 - c. Specifics regarding staffing available to you in the event of multiple team/individual pictures being taken at the same time.
 - d. List of three references from similar clients
 - e. Any other information you feel may positively reflect upon your ability to operate this concession.

II. PHOTOGRAPHY DATES/TIMES/LOCATIONS

PR&PP offers their leagues at the following locations but may change due to availability:

CB Rec Complex, 2900 Richard Downing Drive
Big Lake Park, 2600 N. 8th St
Roberts Park, 1000 N. 25th St
Sunset Park, 1000 16th Ave
Iowa West Youth Complex, 1610 S Omaha Bridge Road
Wilson Middle School, 715 N. 21st St
Kirn Middle School, 100 North Avenue

Other facilities may be used, if needed. Dates and times are estimated below for each sport and are subject to change due to weather, scheduling conflicts, or other reasons. Changes will be communicated with the photographer before the start of each sport.

Youth Basketball – First Saturday in January (after Jan. 1st) through mid-February. Saturdays between 9am-4pm (approximately 45 teams)

Youth Baseball – Mid-April through the end of June. Monday-Thursday evenings. (approximately 28 teams)

Girls Fast Pitch - Mid-April through the end of June. Monday-Thursday evenings. (approximately 28 teams)

Teeball – Monday – Thursdays in the month of June. (approximately 30 teams)

Machine Pitch – Monday – Thursdays in June and July (approximately 35 teams)

Photographer should allow time to take the photos during the first week or two of the season to allow delivery of photos before the end of each league. Photos must be taken sooner than the completion of 1/3 of the season. PR&PP will work with the photographer to schedule teams during certain times and locations to ensure all photos get taken. Photographer must be able to do multiple sites on the same day. For example, youth basketball is at Kirn and Wilson Middle School on Saturday mornings. Photographer must be able to shoot both locations simultaneously on the same day and handle 20-26 teams at each location. On the last page of the proposal please explain how you plan to handle multiple locations on the same day.

Photographer must work with the Council Bluffs Recreation Superintendent to notify coaches and parents when photography days will be for each season. These dates will be established before the season starts.

III. EQUIPMENT

Photographers must provide all backdrops and props. Teams and the PR&PP can assist with providing sports balls and other equipment as well as the facility locations for backdrops, if requested.

IV. TERMINATION

The Photographer shall have the right to terminate this contract at any time in between seasons, for any reason, and the Photographer can do so by notifying PR&PP, in writing, of the intent to terminate at least five (5) working days in advance of termination. Should the Photographer terminate the contract in the middle of a season, Photographer would be liable to pay any expenses the City incurs in excess of the contracted amount in order to complete the work.

The City may terminate this contract for the following reasons;

1. The Photographer fails to take pictures during the dates and times detailed in the annual schedule.
2. The Photographer exhibits in their operation, actions or activities judged by PR&PP to endanger the public or that are offensive to league players, parents, or the public.
3. The Photographer fails to abide by the requirements of the RFP documents.

V. PAYMENT TO THE CITY FOR RIGHTS TO BE THE EXCLUSIVE YOUTH SPORTS PHOTOGRAPHER

For the rights and privileges awarded through this RFP process, each prospective photographer shall, as part of their RFP, propose to the City an amount of money given annually for these rights and privileges. This amount shall be paid in the following installments;

1. If a per picture amount is quoted, that amount multiplied by the number of pictures taken for each league shall be due within 30 days after those pictures have been delivered.
2. If a lump sum amount is proposed, $\frac{1}{2}$ of the amount shall be due within 30 days of the awarding of this contract, the remaining $\frac{1}{2}$ will be due before March 30, 2018.

VI. TERM

This agreement will be for one (1) year. However, upon the annual written mutual agreement of both parties, there may be up to two, one (1) year extensions. Payments will continue along the same payment plan as in Section V. Leagues will run at approximately the same time frame each year, any major changes in dates will be communicated to the photographer.

VII. INDEMNIFICATION

Contractor shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure to do so; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default.

The Contractor shall protect, defend, indemnify and save harmless the Owner, the Architect/Engineer and their officers, collectively referred to as "Indemnitees", from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to

any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

VIII. INSURANCE

Contractor, and any Subcontractors utilized by Contractor herein, shall obtain insurance naming the City of Council Bluffs as additional insured in the minimum amounts and areas of coverage as stated in this section and shall maintain such coverage throughout the duration of this agreement. Prior to commencing any work or services in accordance with this agreement, Contractor, and any Subcontractors utilized by Contractor herein, shall provide a current Certificate of Insurance as part of this agreement AND the City shall have accepted the same by written approval to Contractor and/or Subcontractor.

The Certificate of Insurance must stipulate 30 days' notice of cancellation from the insurance company. Furthermore, Contractor, and any Subcontractors utilized by Contractor herein, agree and understand that any subrogation under the agreement is hereby waived in favor of the City in Contractor's General Liability policy. Contractor shall not alter or otherwise change any current insurance coverage submitted under this agreement without prior written approval from the City.

General Liability: The Contractor's General Liability policy shall provide for an unimpaired General Aggregate pursuant to this section. The Contractor's insurance coverage shall be primary and noncontributory to any valid and/or collectible excess insurance coverage carried by or available to the City, and shall carry the following minimum levels and areas of coverage:

The General Liability Policy shall have limits of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 Aggregate. The Commercial General Liability provides: (1) Bodily Injury and Property Damage Liability; (2) Personal and Advertising Injury Liability; (3) Contractual Liability covering this contract; (4)

Independent Contractors' Liability; (5) Premises and Operations, with the City of Council Bluffs named as Additional Insured; (6) Completed Operations, with the City of Council Bluffs named as Additional Insured.

Worker's Compensation Insurance and Employer's Liability Insurance: The Contactor, and any Subcontractors utilized by Contractor herein, shall provide applicable statutory Worker's Compensation and Employers Liability Insurance. In the event that Worker's Compensation and Employers Liability Insurance is not required by statute or is otherwise deferred, such party shall execute a Worker's Compensation Release Form prior to commencing any work or services in accordance with this agreement.

Commercial Automobile: The Contractor, and any Subcontractors utilized by Contractor herein, shall provide coverage for all owned, non-owned, leased, rented, or borrowed vehicles with injury minimum limits of at least \$1,000,000.00.

The Contractor shall be responsible for any deductibles associated with the above policies, and shall bear all loss to the Contractor's equipment, supplies and vehicles.

IX. EVALUATION OF PROPOSALS

Proposals will be evaluated based on the level of service (60%), previous experience based on history (15%), percentage of revenue paid to the City (15%), and other information provided in the photographer's submittal (10%).

X. QUESTIONS

Any questions regarding this RFP shall be submitted to Purchasing, via e-mail (purchasing@councilbluffs-ia.gov) by August 23, 2017 at 2:00 p.m. Any questions received via phone, in person, or after that deadline will not be addressed by any city personnel. Answers to those questions will be posted on the city's website, www.councilbluffs-ia.gov, no later than 3:00 p.m. August 24, 2017.

PROPOSAL FORM

Having read and reviewed the Articles of the proceeding RFP, I/we the undersigned offer to the City the annual amount or percentage per photo of _____ for the rights to this Agreement.

I/we hereby, by virtue of our signatures below, state I/we have read and reviewed this document which includes the RFP and Financial Offer and Signatures and that our submittal is made with the complete and full understanding of these documents. Further, I/we, by virtue of our signatures, indicate that the business plan being submitted in response to the requirements of this RFP is a true and accurate representation of the Photography we propose to operate in response to the RFP.

Name of individual/partnership (printed)

(signature)

Address

Phone (office and cell)

Email address

Please address your ability to handle multiple locations on the same day.

AGREEMENT

TO BE FILLED OUT UPON BID AWARD

THIS CONTRACT is made and entered into this ____ day of _____, by and between the CITY OF COUNCIL BLUFFS, IOWA, hereinafter referred to as "Owner" and _____, hereinafter referred to as "Contractor", with said agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the ____ day of _____, did submit a proposal to the Owner of certain Plans and/or Specifications entitled

_____ a copy of which Proposal is attached and made part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Notice to Bidders, Instruction to Bidders, General Conditions, Supplemental Specifications, Special Provisions, Proposal, Agreement, Proof of Insurance, Standard Details, Drawings, Addenda and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
2. The Contractor agrees to furnish all materials and/or labor, mechanics for labor, tools, materials and equipment to complete the work under this contract in a good workmanlike manner in accordance with the Plans and Specifications.
3. The Owner agrees to pay the Contractor in accordance with the provisions of said specifications and the accepted proposal.
4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with the substitutions or changes in said plans and specifications shall be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
5. The Contractor shall deliver the materials and/or complete the work under this Contract within the time allotted by the Special Provisions or by an approved extension thereof. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of \$50 for each and every day of a missed delivery deadline for work under this contract. The City has the right to utilize a different vendor and/or qualified contractor to complete the work.
6. As consideration for the successful performance and compliance with the Conditions, Owner shall pay to the Contractor the amount as agreed upon for the delivery of materials and/or

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completion or work as agreed in the bidder's Proposal Form. Payment to be made upon billed delivery and/or completion of the work as provided.

7. To the extent allowed or imposed by law, the Contractor shall defend, indemnify and hold harmless the City of Council Bluffs, including its agents and employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person, for any matter relating to or arising out of the Contractor's wrongful, negligent or otherwise illegal performance of Contractor's obligations under this Agreement.
8. This agreement may only be modified by WRITTEN mutual agreement executed by both Owner and Contractor.

IN WITNESS WHEREOF, we the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this _____ day of _____

at 209 Pearl Street, Council Bluffs, Iowa 51503.

Executed for Contractor

By: _____

Title: _____

ATTEST: (Witness)

By: _____

Title: _____

Executed for Owner:

By: _____

Director of Department

ATTEST: (Witness)

By: _____

(if required)

Insurance Approved By: _____

Gary Miller, Risk Manager