



# COUNTY of ROCKINGHAM

20 E. Gay Street  
Harrisonburg, VA 22801

## Request for Proposal

**REQUEST FOR PROPOSAL # 18-0402-01**

### **Photography Services Rockingham County Parks and Recreation**

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

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## **1.0 PURPOSE**

The County of Rockingham, (the County) a political subdivision of the State of Virginia is seeking proposals from qualified firms authorized to do business in the State of Virginia, to hold the exclusive photography rights for the Rockingham County Parks and Recreation Department. These rights will be for a 1 year term July 1, 2018 through June 30, 2019. If mutually agreed upon the County has the right to renew the contract for an additional 4 (1) year periods.

## **2.0 BACKGROUND**

Rockingham County is located in the center of the beautiful Shenandoah Valley of Virginia. Nestled between the Blue Ridge Mountains on the east and the Alleghenies on the west, the County is located along the Interstate 81 corridor and only a two-hour drive to Washington, DC. Rockingham County is the third largest county in Virginia and encompasses the Harrisonburg-Rockingham metropolitan area.

The Rockingham County Parks and Recreation Department has approximately 1,431 participants in the following sports annually; boys and girls basketball, flag football, tackle football and cheerleading.

## **3.0 SCOPE OF SERVICES/SPECIFICATIONS**

Proposals submitted should reflect the Offerors ability to provide photographic services for youth recreation activities. Offerors should address and fully explain all characteristics of all photographic services available through their firm. Offerors should also address price ranges for all services available. Offerors should include with their proposals submission of work samples, i.e., pictures.

Offerors should include with their proposal, a complete list of additional features and services which would be available to all County Parks and Recreation activities including all discount incentives.

The Offeror should print and distribute a suitable brochure to each coach and participant that will describe the selections available, the price list and procedures for ordering.

Offeror should provide at a minimum of two photographers the day of pictures for each sport.

Offeror should provide an unconditional guarantee of all photographs.

Quantities to be determined at the time of ordering and will vary from sport to sport.

Offerors should include with their proposal, a copy of their standard sales agreement for use by the participants, if applicable.

Once individual agreements for services and products to be provided have been agreed upon between the Offeror and the County, no changes, including costs, should be made without written approval by Rockingham County.

All player purchases must be individually packaged by team.

Any employee of the offeror in direct contact with the participants during picture day must pass a background check completed by the Rockingham County Parks and Recreation Department.

The Rockingham County Parks and Recreation Department would also like the ability to use these photos as promotional items on the County's website, in the activities guide or as other promotion as the County sees fit. Please provide in your response the process and the cost for the County to use the photographs as promotional items.

Individual contracts resulting from the award of this RFP between the Rockingham County Parks and Recreation Department and the Offeror imposes absolutely no obligation on Rockingham County, to fund the contract in any way.

## **4.0 PROPOSAL PREPARATION & SUBMISSION**

Send one original and three copies of the clearly marked proposal "RFP #18-0402-01 Photography Services Rockingham County Parks and Recreation" no later than June 1, 2018 at 2:00pm to County of Rockingham, Attention: Justin Moyers, 20 East Gay Street, Harrisonburg VA 22802.

Proposal shall address the items included in the Purpose, Scope of Services and the Evaluation Criteria. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

Section 1: Cover Letter: Indicating the Offeror's philosophy in providing the requested services.

Section 2: Company History: The Offeror will briefly describe its company history and history of performing work as described herein.

Section 3: Written Narrative: Each Offeror must provide a written narrative that discusses the Offeror's expectations in providing the services requested. Include any special qualifications, experience, awards etc.

Section 4: Confirmation of Compliance with the Purpose and Scope of Work: The Offeror shall describe how the proposal meets the Purpose and Scope of Work described in this RFP.

If any portion cannot be met, the Offeror must identify the discrepancy in detail and describe an alternative solution.

Section 5: Examples of work performed similar to that requested.

## **5.0 EVALUATION CRITERIA**

Proposals received will be evaluated and ranked in the order of the Offerors most likely to meet the needs of the County and satisfy the requirements described in this RFP. Evaluation of the proposals will include the following criteria:

A. Professional Qualifications- 15 %

- B. Past experience with photography for children and recreation activities- 15%
- C. Price of packages available to participants- 50%
- D. Price for Rockingham County to use the photographs as promotional items- 20%

## **6.0 AWARD CRITERIA AND CONTRACT TERM**

The County will engage in individual discussions with Offerors which the County deems most qualified and capable. Repetitive informal interviews are permissible. Offerors may be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. The County may discuss non-binding estimates of cost for services. Proprietary information that is identified by the Offeror will not be disclosed to the public or to competitors.

If the County decides to move forward, only one Offeror will be selected. The Board of Supervisors reserves the right to reject any and all proposals, and to accept proposals that are in the best interests of the County, in the County's sole discretion.

## **7.0 REPORTING AND DELIVERY INSTRUCTIONS**

Initial proposals shall be submitted in a sealed envelope, clearly marked "RFP #18-0402-01 Photography Services Rockingham County Parks and Recreation" no later than 2:00p.m., local time, June 1, 2018 to:

Finance Department  
Attention: Justin Moyers  
20 East Gay Street  
Harrisonburg, VA 22802

Questions should be sent to:

Parks and Recreation Department  
Attention: Kirby Dean  
E-mail Address: [kdean@rockinghamcountyva.gov](mailto:kdean@rockinghamcountyva.gov)

Questions and answers will be posted on the County's website.

It is the responsibility of the offeror to ensure that their proposal reaches the appropriate office prior to the date and time of closing.

## **8.0 GENERAL TERMS AND CONDITIONS**

### **8.1 APPLICABLE LAWS**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the state or federal court of appropriate jurisdiction located in the City of Harrisonburg, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

## **8.2 ANTI-DISCRIMINATION**

By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, Religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be Subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
4. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **8.3 ETHICS IN PUBLIC CONTRACTING**

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By their signature on the proposal documents submitted, each Offeror attests that their agents and

employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

#### **8.4 HIPAA COMPLIANCE**

All Offeror systems and services must be in compliance with the HIPAA EDI, Privacy and Security Regulations. Confirm compliance with the HIPAA requirements in the cover letter to the proposal signed by the Offeror's Representative.

#### **8.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

#### **8.6 ANTITRUST**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rockingham County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Rockingham County, relating to the particular goods or services purchased or acquired by Rockingham County under said contract.

#### **8.7 CLARIFICATION OF TERMS**

If a bidder has questions about any specifications or other solicitation documents, the Offeror should contact the County no later than ten working days before the due date. Any revisions to this RFP will be made only by an addendum issued by the County.

#### **8.8 PAYMENT**

Payment will be made upon completion of the project.

#### **8.9 QUALIFICATIONS OF OFFERORS**

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of Offerors to perform the services required. The Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated.

#### **8.10 TESTING AND INSPECTION**

The County reserves the right to conduct any test or inspection it deems advisable to assure services conform to the RFP.

#### **8.11 CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records or to determine the correct number of units independently.

## **8.12 DEFAULT**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

## **8.13 TAXES**

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

## **8.14 INSURANCE**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify

the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Rockingham County must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

### **8.15 DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **8.16 NONDISCRIMINATION OF CONTRACTORS:**

A Offeror, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

### **8.17 AUDIT**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Rockingham County, whichever is sooner. The agency, its authorized agents, and state auditors shall have full access to and the right to examine any of said materials during said period.

## **8.18 NON-APPROPRIATION**

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

## **8.19 CONTRACT DOCUMENTS**

1. The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the Offeror and the resulting listing agreement, all of which shall be referred to collectively as the contract documents.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

## **8.20 LAWS AND REGULATIONS**

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
4. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

## **8.21 PREPARATION AND SUBMISSION OF PROPOSALS**

Proposals must give the full business address of the Offeror and be signed by an agent authorized to bind the Offeror. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the general partners or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the

corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

## **8.22 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by another individual who is duly authorized to bind the Offeror. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

## **8.23 RECEIPT AND OPENING OF PROPOSALS**

1. It is the responsibility of each Offeror to assure that their proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

## **8.24 PROPRIETARY INFORMATION**

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Offeror, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Offeror, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

## **8.25 BID ACCEPTANCE PERIOD**

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the Offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

## **8.26 TERMINATION BY THE COUNTY FOR CONVENIENCE**

1. The County may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

2. All amounts then otherwise due under the terms of this contract.
3. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
4. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
5. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

### **8.27 TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT**

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

## **9.0 SPECIAL TERMS AND CONDITIONS**

### **9.1 AWARD OF CONTRACT**

Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal as not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

## 10.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the Offeror.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Type and Print): \_\_\_\_\_

Official Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_