

CITY OF GAITHERSBURG

DEPARTMENT OF PARKS AND RECREATION

**INVITATION FOR BID**

**YOUTH SPORTS PHOTOGRAPHIC  
SERVICES**

**Proposal Due Date: 9:00 A.M. Wednesday, January 20, 2010**

**SUBMIT TO:** DEPARTMENT OF PARKS, RECREATION, AND  
CULTURE  
CITY OF GAITHERSBURG  
506 S. FREDERICK AVENUE  
GAITHERSBURG, MARYLAND 20877  
ATTN: RIFB – Youth Sports Photographic Services

## **I. INTRODUCTION**

The City of Gaithersburg is seeking proposals from interested parties or firms who have qualifications and experience to provide photographic services for the City of Gaithersburg youth and teen sports programs.

Specific details of the proposal, requirements and conditions for this program are outlined in the Invitation for Bid which can be obtained from the Department of Parks and Recreation, 506 South Frederick Avenue, Gaithersburg, Maryland, 20877 (301-258-6350).

Address inquiries to: David Ludington  
Department of Parks , Recreation & Culture  
506 South Frederick Avenue  
Gaithersburg, Maryland 20877

301-258-6350

Sealed bids must be labeled Invitation for Bid-Youth Sport Photographic Services and be submitted to the Department of Parks, Recreation, and Culture on or before 9:00 a.m., Wednesday, January 20, 2010. No bids will be accepted after the 9:00 a.m. deadline.

## **II. BIDDER CONDITIONS**

### **A. PRE-PROPOSAL CONFERENCE**

Pre-proposal conferences will be held on Thursday, January 14, 2010 between 9:00 AM and 3:00 PM. The conferences will allow potential bidders to present their programs and services to the City and to ask for any clarifications to the bid. The conferences will be limited to one hour each.

In order to be considered for a Pre-Proposal Conference, a bidder must complete the "Request for Conference" form attached to this bid and submit it to:

City of Gaithersburg  
Request for Conference – Photo Services  
506 South Frederick Ave.  
Gaithersburg, MD 20877

"Request for Conference" forms may also be faxed in to 301.948.8364 or emailed to David Ludington at: [Dludington@gaitthersburgmd.gov](mailto:Dludington@gaitthersburgmd.gov).

All "Request for Conference" forms must be received by 4:00 PM on Monday, January 11, 2010. Bidders will then be contacted on January 12 with their scheduled conference time.

B. BIDS

Sealed bids will be received by the City of Gaithersburg, Maryland until

**9:00 AM, Wednesday, January 14, 2010**

At the above said time, the bids will be publicly opened and read in the Department of Parks, Recreation and Culture located at 506 South Frederick Avenue, Gaithersburg, Maryland. Bids received after that time will not be considered.

Each bid must be made upon the attached forms. Said bid must be signed by the bidder with his name and address. Each bid must be enclosed in a sealed envelope clearly marked:

Invitation for Bid – Youth Sports Photographic Services

Bidder should examine the bidder information, the attached contract, the contract conditions, the bid form and specifications carefully. If doubt exists as to the meaning of the intent of anything shown in the documents, an inquiry should be made of the Director of Parks, Recreation and Culture or designee before the bid is submitted. The submission of a bid shall indicate that the Bidder thoroughly understands all of said documents.

B. BIDDING SCHEDULE

1. "Request for Conference" forms must be received into the Activity Center Offices no later than 4:00 PM on Monday, January 11, 2010
2. Pre-proposal conferences to be held on Thursday, January 14, 2010. You must enter a "Request for Conference" form in order to be contacted for a conference.
3. Three copies of the proposal, including all completed bid forms, must be returned, in a sealed envelope, no later than 9:00 AM Wednesday, January 20, 2010, to David Ludington, Department of Parks and Recreation, 506 S. Frederick Avenue, Gaithersburg, Maryland 20877.
4. Proposal evaluations completed by Wednesday, January 27, 2010.
5. Contract to be signed by City Manager or designee by February 4, 2010. This is an estimated date only; the City may extend this date in its sole and absolute discretion.

6. Complete all necessary work and implement by February 15, 2010.

**III. AWARD**

Award will be made to the qualified Offeror obtaining the highest combined weighted score, combining the price, technical qualifications and experience factors.

**IV. AGREEMENT**

The successful Contractor will be required to complete a two party standard form of agreement.

**V. NOTICE TO BIDDERS**

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation."

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form. No. 941). This number shall be inserted on the Bid Sheet in the space provided.

Bidders must be qualified to bid in the State in accordance with Section 13-405(h) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977), in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

Bidders must submit with its bid and thereafter until contracts are executed, a written notification to the City of the bidders, or any officer, partner, controlling stockholder or principal of the bidder who has been convicted of any offense or is under investigation for any offense by a law enforcement authority described in the three (3) preceding paragraphs. Failure to do so may result in a termination of any Contract or Agreement subsequently entered into with the bidder.

**The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interest of the City.**

**ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS DOCUMENT IN ANOTHER FORM MAY CONTACT DAVID LUDINGTON AT (301) 258-6350 EXT. 113.**

## **VI. LENGTH OF CONTRACT**

It is the intent of the City to award a contract for photographic services for a one year period with an option to extend for two additional one year periods for a maximum of three years. The contractual period shall commence approximately on February 1, 2010 and terminate on January 31, 2013. The contract may be terminated by the City by giving written notice to the other party no later than thirty (30) calendar days before the termination date. This provision may be exercised only after the contract has been in effect for two calendar months. Provided, however, that during the original term or any renewal term, the City may terminate the contract on thirty (30) days written notice to Contractor should there be a material breach of Contractor's obligation under the contract which is not cured to the City's satisfaction prior to the date of termination. The Offeror shall commit to providing the services requested at the rate submitted on the Proposal Form (Attachment A) for the term of the contract.

## **VII. TERMS AND CONDITIONS OF BID**

A. All Bidders agree to the following terms and conditions of the bid and any contact awarded:

1. Solicitation Only. This is a solicitation for bids only. It is not a contract. The City of Gaithersburg will assume no obligation to pay or reimburse any person or firm responding, any costs, fees or expenses incurred in preparation of a response to this Invitation for Bid, including any meetings or travel costs related to such response. The City of Gaithersburg is under no obligation to any responding party until a contract is executed for the below-described services. The City's duties, responsibilities, and liabilities to bidder shall commence only upon the execution of a written contract with the Bidder for this project. The Bidder shall not assume that any contract exists with the City unless reduced to formal written instrument.

2. City's Right to Reject/Binding Nature of Proposal

The City reserves the right to reject any or all proposals, to waive informalities in the process, provided the informalities do not affect

the price, quality, quantity or performance, and to accept or reject any item or combination of items. Each organization or individual assumes all charges, costs, claims or liability for the preparation and submission of its/his/her proposal. The City is under no obligation to pay or reimburse any organization or individual except pursuant to a written contract expressly providing for the same. The award will be to the Offeror whose proposal, in the opinion of the City, is in the best interests of the City taking into consideration all aspects of the Offeror's responses, including total net costs to the participant and net income to the City. In the event that the Offeror to whom the award is made does not execute a contract within thirty (30) days of the notice of award, the City may give notice to such Offeror of intent to award the contract to the next most qualified Offeror, or to call for new proposals and may proceed to act accordingly.

In no event will the Evaluation Committee permit modifications to the amounts proposed. The proposal as submitted will be considered to be the last and final offer. The proposal shall remain binding ninety (90) calendar days after the date of opening.

The intent of this bidding process is to select one company to provide the photographic services as specified in the proposal document. However, the City may elect to distribute services to different companies if substantial cost savings, protection of investments or matters of convenience will accrue to the City as a result. The City may also reduce its photographic service requirements. The proposal form indicates anticipated volume of required services and although this is the City's best estimate of volume, the City is in no way guaranteeing these as minimum or maximum volumes.

3. Bidder's Payment Terms

All payments for services rendered will be strictly between the vendor and the client. The City will be held harmless for any non-payment by a customer and/or failure to perform by the vendor.

4. Modifications, Alternate Proposals

Modifications and alternate proposals from the services required can result in the rejection of the proposal as not being responsive to this IFB. Bidders should clearly respond to the requirements of the IFB. Any alternate proposals which are offered should be clearly indicated as such.

5. Additional Services

The City reserves the right to evaluate additional or new services which may be in the best interest of the City from time to time and may negotiate the price of these services with the successful Offeror or another, whichever is determined to be the most advantageous to the City.

6. Statement of Qualifications

Offerors will submit with their proposal a "Statement of Qualifications" detailing their capabilities to provide the services specified herein. Offerors will list those entities for which they are now providing or have provided services similar to those being requested by the City. The Offeror's "Statement of Qualifications" will also include the personal qualifications and experience of the personnel that will be directly involved in the delivery of services to the City. As part of the Statement of Qualifications, the Offeror shall submit other information as may be requested of the Offeror.

7. Non-Discrimination Requirements

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin, disability, marital status, or presence of children. The Contractor will take affirmative action to ensure that employees shall not be discriminated against on the basis of race, religious creed, color, sex, national origin, disability, marital status, and the presence of children, ancestry and sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

The Contractor will, in all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin, disability, marital status, or the presence of children. The Contractor agrees to use clauses similar to those above in all subcontracts. In the event the Contractor fails to comply with the non-discrimination clauses of this contract, or fails to include such contract provisions in all subcontracts, as hereinabove provided, this contract may at the option of the City be declared void **AB INITIO**, cancelled,

terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

Any employee, applicant for employment or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to their books, records, and accounts. In the event the City Manager concludes, on the basis of his investigation, that the Contractor has failed to comply with the non-discrimination clauses, the City Manager may invoke the remedies hereinabove set out.

8. Conflict of Interest

In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances, a prerequisite for payment pursuant to the terms of this contract is that the Contractor shall furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent and/or employee of the City, and no member of the governing body of the City or any member or employee of a Commission, Board, or Corporation, controlled or appointed by the Mayor and Council of the City has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the City Council of the City of Gaithersburg, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

9. Warranty Against Use of Broker

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees, or bonafide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability by the City or its officials or employees or in its discretion to deduct from the contract price or

consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

10. Preference

Price and other factors being equal, preference will be given first to resident Offerors of the City, then to resident Offerors of the State of Maryland, except when in the judgment of the City, such services would operate to the disadvantage of the City.

11. Changes

No alterations of variables in the terms of a contractor shall be valid or binding upon the City unless made in writing and signed by the City Manager of his/her designee.

12. Assignment of Contract

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its contract, or its right, title or interest therein, or its power to execute such contract, to any other person, or corporation, without the previous written consent of the City Manager or his/her designee, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the prior written approval of the City Manager, and the furnishing to the City of a Release of Liens by the party furnishing the materials or services other than the Contractor.

13. Cancellation

The contract may be cancelled or annulled by the City Manager or his/her designee by written notice of default to the Contractor, upon nonperformance or violation of contract terms, and an award made to another Offeror. In any event, the defaulting Contractor shall be liable to the City for costs to the City, including reasonable attorneys fees which are the proximate result of Contractor's default.

14. Confidentiality

The City agrees, to the extent permitted by law, to hold all material information belonging to the Offeror, which it deems to be confidential, in strictest confidence. Offeror must specify in writing,

delivered to the City, that information or material which the Offeror deems confidential.

The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, and to release it only to employees or agent of the Contractor requiring such information and not to release or disclose it to any other party. This is to include the names and addresses of customers obtained by the contractor through the implementation of this contract.

15. Dissemination of Data

During the term of the final agreement, the successful Contractor shall not release any information related to the services or performance of the services under the Agreement nor publish any final reports or documents related to services or performance of services to the City without the prior written approval of the City of Gaithersburg.

17. Independent Contractor Status/Personnel

The Contractor shall perform the final agreement as an independent contractor and shall not be considered an agent of the City nor shall any of the employees or agents of the Contractor be considered subagents or employees of the City.

The Contractor shall utilize personnel listed in the final proposal package. Substitution of key personnel shall only be permitted with the written permission of the City. This provision, however, does not require the approval of a contract of employment between the Contractor and the personnel assigned to provide the services hereunder.

The Contractor agrees to conduct background checks on all employees who will be employed under this contract.

The City may not enter into an agreement with any person who has left City employment, other than by reason of retirement, until the person has been out of the City employment for a period of one (1) year for any project receiving funding from either the City of Gaithersburg or Maryland Neighborhood Business Development. The term "development agreement" for the purpose of this section shall be limited to an agreement with a corporation, partnership or other entity in which the former City employee is more than a ten

(10) percent beneficial owner, director or officer.

No employee of the City, or any department, commission or agency whose duties as such employee include matters relating or affecting the subject matter of this Agreement shall, while such employee, become or be an employee, agent or representative, directly or indirectly, of the party or parties of any subsidiary thereof, contracting with the said City.

Unless waived in writing by both the City and appropriate State and Federal agencies prior to award of the agreement, no member officer, or employee of the local public body, whether elected or appointed, during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. Insurance/Indemnification

Contractor will be responsible for keeping in force and effect for the duration of the contract a general comprehensive policy insuring Contractor and the City against personal injury and property damage in an amount no less than \$1,000,000. Contractor will be required to obtain and keep in force for all non-City employees and workers, workers compensation and other required insurance of the minimum limits of the project. See, Md. Ann. Code, Art. 101. Selected contractor will be required to submit a certificate of insurance within ten (10) days of the City Manager's signing of agreement. Said certificate shall include the name and address of the insured, the insurance carrier, the policy number, the effective date, the dates of coverage, and shall name the City as an additional insured. Said coverage shall not be cancelled or modified nor shall there be any change in the insurance carrier without thirty (30) days prior written notice being given to the City. If there be such a change in the insurance carrier, the company shall provide a new Certificate of Insurance as required above.

The Contractor shall indemnify and hold the City, its officials and employees harmless from a) any and all direct or indirect damages, costs, claims, actions, suits, judgements or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors, and b) any and all direct or indirect costs, claims, actions, suits, judgements or liens for damages resulting from any element of the project resulting from the negligence or omission of the solicitor/contractor, of its employees, agents, or subcontractors. Contractor shall, upon completion of work, provide the City with a Release of Liens from

any subcontractor, supplier, materialmen, or other supplier of goods and services to the project.

19. Disputes

All disputes arising under the Agreement, not disposed of by agreement must be decided under procedures 1-4 listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Agreement performance. A claim must be in writing for a sum certain, and any money requested must be fully supported by all cost and pricing information.

1. All disputes, claims, questions or fact or interpretation of the Agreement documents not disposed of by agreement or express provision of Agreement arising between the City and the Contractor after performance of the Agreement has commenced but before final payment and termination of the Agreement, are decided by the City Manager or his/her designee.
2. The City Manager or designee must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager or designee may consider any other information or written submissions from City employees or agents and may conduct an informal, nonrecord hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
3. The City Manager or designee must render a decision, in writing, stating reasons for it and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
4. The written decision of the City Manager must be sent to all parties. Such decision may be submitted to Binding Arbitration by either party under the auspices of an arbitrator appointed by the Montgomery County Bar Association.

20. Entire Agreement

There are no promises, terms, conditions, or obligations other than those contained in the Agreement; and the Agreement supersedes

all communications, representations, or Agreements either verbal or written, between the parties hereto.

21. Immigration Reform and Control Act

The Contractor warrants that it does not and shall not hire, recruit or refer for a fee, for employment under this Agreement, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor further assures the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

22. Inconsistent Provisions

Notwithstanding any provisions to the contrary in any Agreement terms or conditions supplied by the Contractor, the City's General Conditions will supersede those terms and conditions in the event of any inconsistency.

23. Governing Law

The Agreement shall be construed in accordance with the laws and regulations of the State of Maryland, and the City of Gaithersburg. The Contractor must, without additional cost to the City, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state, and local laws, code and regulations. For purposes of litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland, or in the District Court of Maryland for Montgomery County.

## **VIII. QUALIFICATION OF BIDDER**

The City may make such investigation, as it deems necessary to determine the qualifications and ability of the Bidder to furnish the services. The Bidder shall furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted or investigation fails to satisfy the City that a Bidder is properly qualified to carry out the obligations contemplated in the Contract. Each bidder shall also furnish an executed public contracting affidavit on forms supplied by the City in conformance with Section 13-405 of the State Finance and Procurement Article at the time the bid is submitted.

## **IX. SUBMISSION REQUIREMENTS**

- A. All bids must comply with the following requirements:
1. Bids must be labeled "Invitation for Bid – Youth Sports Photographic Services" and filed with the City of Gaithersburg Department of Parks and Recreation on or before 9:00 a.m., Wednesday, January 20, 2010.
  2. Bid price must be firm for City acceptance 60 days from date of bid opening.
  3. Bid must contain the full name, address, and telephone of the proposer, and in cases where the submission is from a firm, the person signing the bid should indicate his/her title and/or authority to bind the firm to a contract.
  4. Bidders should examine the IFB information carefully. If doubt exists as to the meaning or intent of the language, an inquiry should be made to the Director of Parks and Recreation or designee. The submission of a bid shall indicate that the proposer understands all of the IFB information.
  5. Bids cannot be altered or amended after opening. A bid may be withdrawn after opening upon approval of the City Manager based upon acceptable reasons in writing.
  6. Proposers are requested to submit a per season bid to complete the tasks described in the IFB for fall, winter and spring sports seasons.

7. The City may, if in the public interest, reject any and all bids, waive formalities or technicalities in bids, and waive minor departures from the specifications.
8. Any addenda issued after the Invitation for Bid, and before the opening of the bids shall be included in the bid.
9. The bid price for IFB shall include any and all meetings and consultations with City staff, committees, commissions, or elected officials necessary to fulfill the tasks outlined in this Invitation for Bid.
10. **FIRM EXPERIENCE AND CAPABILITIES.** The purpose of this section is to provide the City with an overview description of the Offeror's company, plus the Offeror's commitment to the services set forth in the IFB and/or government clients in general. The Offeror should:
  - Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
  - Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this IFB.
  - Describe the Offeror's local office experience with similar projects.
  - Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads that practice and where that person is located.
  - Describe any local office(s) that will serve the City including size, services, area covered, and principal contact person.
  - Organizations or government agencies for which they now provide service.
  - Number of photographers that worked for your organization during the last two years.
  - Average number of "years of experience" of photographers that have been assigned by your agency.
  - Any awards or recognition that your organization has received.
  - Any affiliation to a national or regional organization.

The City reserves the right to make such additional investigation as it may deem necessary to establish the competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the City, the City reserves the right to reject the proposal.

11. REFERENCES AND LITIGATION INFORMATION. This section of the Offeror's proposal should:

- List or describe representative clients currently served, both nationally and by the local office, focusing on clients similar in nature, size and complexity to the City.
- Provide the current name, address, and telephone number of at least three (3) specific references the company has served either currently or in the past two years (preferably those where one or more of the project team provided the same or similar services as requested herein). Each reference should indicate the scope of services provided to each referenced client, the length of time services were provided to each client, and whether or not the project handled for each client was begun and completed on time.
- All solicitors are to provide a descriptive listing including case citation, jurisdiction, and a brief summary of the nature, status, and disposition of any litigation in which they are presently involved and litigation claims resolved within the previous twenty-four (24) month period.

**X. PRIME CONTRACTOR**

The selected Offeror will be required to assume full responsibility for the complete effort as required by the IFB whether work is performed by the Offeror or subcontractors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

The City also reserves the right to contract with more than one firm for specific aspects of the IFB if that is in the City's best interest.

**XI. CONTRACT DEVELOPMENT**

Once a firm is tentatively selected based on the "Evaluation Criteria" the City reserves the right to negotiate further with the selected firm. As a result of this contract discussion and negotiation, the City may propose a contract which amends the scope of the IFB or the firm's proposal to signing the contract. At the same time, this IFB and the firm's proposal shall be incorporated by reference directly into the final contract.

The contract, this IFB, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactorily proposed contract cannot be negotiated with the highest ranked firm, negotiation will be formally terminated. Negotiations shall be undertaken with the second most qualified firm and so on. The Selection Committee, if a Committee is utilized, will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

## **XII. CONTINGENCY OF THE CONTRACT AWARD**

Award of the contract to the selected firm is contingent upon:

- The budget and appropriation of funds (if applicable) by the Mayor and City Council, and;
- The successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

## **XIII. STANDARD CONTRACT FOR SERVICES**

The City expects to enter into its "Standard Contract for Services" in a form substantially as attached hereto.

Specific obligations of each party will be specified in the final signed contract.

The City will consider contracts proposed by Offerors. Any contract awarded, however, shall be in a form acceptable to the City and shall incorporate by reference the terms of the IFB.

Offerors are reminded that the proposal will form the basis of the contract negotiations phase between the City and the selected firm. Accordingly the proposal should be written in a concise, forthright manner, and responded to in the manner described in Section III of the IFB. The City reserves the right to incorporate all statements and claims made in the proposal (to include any attachments) in the final contract.

## **XIV. TYPE OF CONTRACT**

The City expects to award a fixed price type of contract or a contract based on fixed rates with a set contract maximum for specified period based on present assumptions.

## **XV. ACCEPTANCE, INVOICING, AND PAYMENT**

Tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered

complete when the products are approved as acceptable by the Director of Parks, Recreation and Culture or her designee.

**XVI. SCOPE OF SERVICES**

The City of Gaithersburg is seeking bids from interested parties or firms who are qualified to provide photographic services for youth and teen sports. All games are to be played within the City of Gaithersburg. Listed below are current programs for which the selected vendor will provide services. The City reserves the right to add or delete from the list below.

- Fall Programs      Flag Football, Soccer, Volleyball
- Winter Programs    Basketball, Volleyball
- Spring Programs    Baseball, Soccer, Softball, T-Ball, Volleyball

**XVII. EVALUATION CRITERIA**

The City will use the following criteria to evaluate bids and make final selection of successful proposer.

	<u>Percentage</u>
1. Proven skills and competence by interested parties or firms who qualify to provide photographic services.	40%
2. Experience in similar projects.	10%
3. References.	15%
4. Completeness and quality of bid.	5%
5. Certificate of Insurance - ability to fulfill insurance requirements	5%
6. Cost for services to participants	20%
7. Fund raising capability	5%
TOTAL	<u>100%</u>

**EXHIBIT A  
SPECIFICATIONS**

- I. Specifications and parameters of services to be provided:

- 1) Turn around time:
  - a) Maximum of a four-week turn-around from the date the pictures are taken.
  - b) If pictures not returned within four weeks, vendor must mail-out pictures directly to participants at the expense of the vendor.
- 2) Vendor must have the ability to shoot at least three (3) different locations simultaneously.
- 3) Financial Aspects:
  - a) Customer satisfaction based refund policy.
  - b) Means to accept payment: cash/check/charge.
  - c) Must submit summary of transactions to City.
  - d) Proposal to include percentage of sales as a donation to the City.
  - e) All transactions to be handled directly between the contractor and the customer.
- 4) Customer Satisfaction:
  - a) Customer satisfaction guarantee.
  - b) Staff available to handle administrative and customer service issues during normal work hours.
- 5) Affordability of package programs. Bidder must submit a list of all packages to be made available to participants. Packages to be graded on variety and affordability.
- 6) Rain Date Flexibility: Each bidder should submit a procedure for make-ups if inclement weather exists.
- 7) Scope of Services: Each bidder will be invited to make a presentation of the services they wish to offer. This will be held prior to submission of written bids.
- 8) Each bidder should provide a list of references.
- 9) The chosen vendor will be responsible for the provision of "order envelopes" to participants. These envelopes should be received by the City for distribution a minimum of three weeks prior to the picture dates.
- 10) Each bidder must show capability to have two persons at site during picture taking days.
- 11) City agrees to provide:
  - a) Picture taking schedule with team names, prior to picture date.
  - b) Distribution of envelopes to teams.
  - c) Facility to hold picture taking event. (Outside or inside per the City's preference).
  - d) Advertising to teams of picture taking event prior to picture date.

- II. Projected scope of services for 2010. Subject to change based on league participation.

**Spring Program:**

Youth Soccer Program for grades 1 to 6

Location: Diamond E.S. and Lakelands

When: Saturday's

Season: Season begins April 3 and ends May 22

Divisions: Boys and Girls Divisions. Grades 1-2; 3-4; 5-6

Teams: 25 teams in 2009

Grade 1 & 2 T-Ball Program:

Location: Lakelands MS

When: Saturday's

Season: Season begins April 3 and ends May 22

Divisions: Boys T-Ball and Girls T-Softball. Grades 1 & 2 combined

Teams: 7 teams in 2009

Coed JUGS Baseball Program for grades 2 through 7:

Location: Summit Hall ES

When: Saturday's

Season: Season begins April 3 and ends May 22

Divisions: Coed Division. Grades 2-3; 4-5; 6-7

Teams: 10 teams in 2009

Girls Softball Program for grades 3 through 6:

Location: Lakelands MS

When: Saturday's

Season: Season begins April 3 and ends May 22

Divisions: Girls Division. Grades 3-4; 5-6

Teams: 8 teams in 2009

Boys/Girls Volleyball Program for grades 4 & 5:

Location: Activity Center at Bohrer Park

When: Sunday's

Season: Season begins March 28 and ends May 23

Divisions: Boys/Girls Division. Grades 4 & 5

Teams: 5 teams in 2009

Teen Girls Volleyball Program for grades 6 - 8:

Location: Activity Center at Bohrer Park

When: Sunday's

Season: Season begins March 28 and ends May 23

Divisions: Girls Division. Grades 7&8

Teams: 10 teams in 2009

## **Fall Program:**

Youth Soccer Program for grades 1 to 6

Location: Brown Station ES, Lakelands MS

When: Saturday's

Season: Season begins October 2 and ends November 13

Divisions: Boys and Girls Divisions. Grades 1-2; 3-4; 5-6

Teams: 27 teams in 2009

Youth Flag Football Program for grades K to 5:

Location: Lakelands Park MS and Summit Hall ES

When: Saturday's

Season: Season begins October 2 and ends November 13

Divisions: Coed Division. Grades K-1, 2-3 and 4-5

Teams: 18 teams in 2008

Youth Volleyball Program for grades 4 - 5:

Location: Activity Center at Bohrer Park

When: Sunday's

Season: Season begins October 2 and ends November 13

Divisions: Boys and Girls Division. Grades 4-5; 6-8

Teams: 6 teams in 2008

Teen Flag Football Program for grades 6-8:

Location: Lakelands Park MS and Summit Hall ES

When: Saturday's

Season: Season begins October 2 and ends November 13

Divisions: Coed Division. Grades 6-8

Teams: 4 teams in 2008

## **Winter Program:**

Teen Volleyball Program for grades 6 to 10

Location: Activity Center at Bohrer Park

When: Sunday's

Season: Season begins January 2 and ends February 28

Divisions: Boys and Girls Divisions. Grades 6-8; 9-12;

Teams: 34 teams in 2009

Grade K, 1 & 2 Basketball Program:

Location: Summit Hall ES, Thurgood Marshall and Diamond ES

When: Saturday's

Season: Season begins January 9 and ends February 27

Divisions: Boys and Girls Division. Grades K, 1 & 2

Teams: 56 teams in 2009

Boys Basketball Program for grades 3 through 6:

Location: Lakelands MS, Rachel Carson ES and Forest Oak MS

When: Saturday's

Season: Season begins January 9 and ends February 27

Divisions: Boys Division. Grades 3-4; 5-6

Teams: 50 teams in 2009

Girls Basketball Program for grades 3 through 6:

Location: Activity Center at Bohrer Park

When: Saturday's

Season: Season begins January 9 and ends February 27

Divisions: Girls Division. Grades 3-4; 5-6

Teams: 30 teams in 2009

Teen Basketball Program for grades 7 and 8:

Location: Activity Center at Bohrer Park

When: Friday's

Season: Season begins January 8 and ends February 26

Divisions: Boys and Girls division. Grades 7&8

Teams: 24 teams in 2009

Addendum I

Request for Pre-Proposal Conference

Youth Sports Photographic Services

I, \_\_\_\_\_, am interested in submitting a bid for the Youth Sports Photographic Services with the City of Gaithersburg. I thereby am requesting a pre-proposal conference with the City to present the services I wish to offer and to clarify items on the bid.

I understand that the conference will be held between 9:00 AM and 3:00 PM on Thursday, January 14, 2010 and will make myself or my designee available to attend such conference.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

For (name of company): \_\_\_\_\_

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

\_\_\_\_\_

Phone: (day) \_\_\_\_\_ (eve): \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM IS DUE TO THE ACTIVITY CENTER NO LATER THAN 8:00 PM,  
MONDAY, JANUARY 11, 2010.**

AFFIDAVIT  
OF  
QUALIFICATION TO BID

HEREBY AFFIRM THAT

1. I am the \_\_\_\_\_ and the duly authorized  
(Title)  
representative of the firm \_\_\_\_\_  
(Name of Corporation)

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in Paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 2, 1977 is not required to be reported).
3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date, court, official, or administrative body; the individuals involved and their position with the firm; and the sentence or disposition; if any.

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I acknowledge that this affidavit is to be furnished to the City Manager for the City of Gaithersburg, Maryland and, where appropriate, to the Board of Public Works and to the Attorney General under Section 13-405 of the State Finance and Procurement Article. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 13-405 of the State Finance and Procurement Article, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Notary Attestation:

State of Maryland  
County of Montgomery

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Notary Public (print name): \_\_\_\_\_

CITY OF GAITHERSBURG

INVITATION FOR BID

PHOTOGRAPHY SERVICES FOR  
YOUTH SPORTS PROGRAM  
STARTING FEBRUARY 1, 2010 AND ENDING JANUARY 31, OF 2011

All firms or individuals interested in offering a bid for this project must submit a cost for services and complete the information on this form.

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Firm

or

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Individual

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Address

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Telephone

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Fax Number

Hereby agrees to provide the requested services defined in the IFB at the contract prices listed in the addendum provided.

Signed  
by: \_\_\_\_\_ Date: \_\_\_\_\_

Position/Title: \_\_\_\_\_