



**OGDEN CITY CORPORATION  
REQUEST FOR PROPOSAL**

**Recreation Photography Services**



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Community Services

2/7/2023

**OGDEN CITY CORPORATION**  
**REQUEST FOR PROPOSAL**

**Recreation Photography Services**

Ogden City is requesting sealed proposals from qualified vendors to provide photography services of Ogden City Recreation youth sports programs. Pricing and photography package details should also be included.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 1<sup>st</sup> Floor Information, 2549 Washington Blvd, Ogden, UT, 84401 by **February 28, 2023, no later than 10 AM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

**Ad Published:** February 11 & 18, 2023.

# OGDEN CITY CORPORATION

## REQUEST FOR PROPOSAL

### Recreation Photography Services

#### I. INTRODUCTION

Ogden City Recreation requesting sealed proposals for photography services for its Recreational youth sports programs. Photographs will be taken of all individuals and teams participating in the following programs:

Baseball  
Softball  
Coed Rookieball  
Coed Flag Football  
Girls and Boys Basketball

#### Goals/Objectives

- A. Terms, condition and pricing.
- B. The financial ability of the company.
- C. If chosen by the city, the cost of the companies' warranties and/or maintenance agreement.
- D. Companies experience
- E. Durability/quality of product(s).
- F. Types and cost of amenities available for the product(s).

It is anticipated that this RFP process will result in one OR may result in multiple contract award. The RFP document will become part of the final contract. The contract will be issued for a period of one (1) year with the possibility of two (2) one- year extensions upon mutual consent of both parties.

#### II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A

#### III. RESPONSE TO RFP

Ogden City is seeking proposals from offerors capable of providing all the work described in the Scope of Work including attachments.

- A. Each Proposal must include, as a minimum, the following information:
1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
    - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
  2. Company Experience - A description of the firm’s experience and capability of fulfilling this contract if awarded.
    - a. Include company history with biographies and/or resumes for principal contacts.
  3. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
  4. Cost Proposal - A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period. Refer to example.
  5. References – Provide list of at least three references; include project dates, scope, summary of work performed, and contact information.
- B. Proposals are to be no longer than 10 pages. Double-sided pages count as two pages.
- C. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:
- a. Submitted as loose leaf with binder clip
  - b. Submitted in a regular 3-ring binder
- D. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

#### IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

- Pricing of Picture Packages 45%
- Free pictures/ novelty items for coaches 25%
- Quality of Products 20%
- Timeframe to deliver service/products 10%

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

## **V. SUBMISSION OF PROPOSALS**

**February 28, 2023, no later than 10 AM;** proposers shall submit five (5) copies of the proposal/attachments in one sealed envelope. On the envelope, indicate your company's name and the RFP name "Recreation Photography Services."

Submit Proposal To:  
Ogden City Corporation  
c/o 1<sup>st</sup> Floor Information Desk  
ATTN: Purchasing Office  
**"Recreation Photography Services"**  
2549 Washington Blvd.  
Ogden, UT 84401

## **LATE PROPOSALS WILL NOT BE ACCEPTED.**

If the sealed bid is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

### **No facsimile or email transmittals will be accepted.**

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

## **VI. INSURANCE REQUIREMENTS**

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. **The Contractor shall pay the cost of such insurance.**

a. The amount of insurance shall not be less than:

- i) **Commercial General Liability:** Minimum of \$2,000,000 in general aggregate with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
- ii) **Business Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) **Workers' Compensation and Employer's Liability:** Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of

\$1,000,000 per accident. Alternatively, a valid waiver from Utah Department of Labor is acceptable.

- b. Each insurance policy required by this Agreement shall contain the following clauses:
  - i) “This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation”.
  - ii) “It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with insurance provided by this policy.”
- c. Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation, shall contain the following clause in a separate endorsement:
  - i) “Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation.”
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor’s insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be received by the City before work begins on the premises.**
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.
- j. Under the "**Certificate Holder**" section, list the following information:

Ogden City Corporation  
2549 Washington Blvd.  
Ogden, UT 84401

## VII. GENERAL TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.



- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.  
  
The selected company shall enter into a written agreement with Ogden City.  
  
Ogden City reserves the right to cancel this Request for Proposal.
- K. Ogden City reserves the right to reject any irregular submission. The City expressly reserves the right to waive minor or slight irregularities in a bid which in the Purchasing Agent's judgment are in the best interest of the City. The Purchasing Agent's decision on the irregularities on a bid shall be final and conclusive and shall create no right to any proposer.
- L. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any

records, a request for business confidentiality may be submitted to the Ogden City Recorders Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: [https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/\(S\(bwcstj2y31b4egshrijscc0e1\)\)/supporthome.aspx?lp=2](https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/(S(bwcstj2y31b4egshrijscc0e1))/supporthome.aspx?lp=2)

## **VIII. ADDITIONAL INFORMATION**

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

## **IX. GOVERNING INSTRUCTIONS**

This RFP will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

## **X. RFP SCHEDULE**

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

<b>EVENT</b>	<b>TARGET DATE</b>
Open RFP Process	February 7, 2023
1 <sup>st</sup> Ad – Standard Examiner	February 11, 2023
2 <sup>nd</sup> Ad - Standard Examiner	February 18, 2023
Last day for Q&A	February 21, 2023; No later than 3 PM
RFP Response Deadline	February 28, 2023; No later than 10 AM
Committee Review and Selection Process	To Be Determined
Contract Start Date	To Be Determined

## **XI. CONTACT INFORMATION**

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742.

The question-and-answer period ends at 3 PM on February 21, 2023.

Please check the City’s Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns -

<https://www.ogdencity.com/264/Purchasing>.

**Thank you for your interest in doing business with Ogden City.**

## **EXHIBIT A SCOPE OF WORK**

The following scope of work is provided as a minimal requirement only. The City will consider any product that meets or exceeds the minimum requirements. Proposers shall provide all information regarding the proposed product/service for evaluation by the City.

### **I. General Scope of Work**

Ogden City is considering proposals from photographers to provide photography services for all individuals and teams participating in the following programs:

- Baseball
- Softball
- Coed Rookieball
- Coed Flag Football
- Girls and Boys Basketball
- Other events as determined.

### **II. Minimum Requirements**

- The photographer must shoot pictures of the following youth sports:
  - Baseball
  - Softball
  - Coed Rookieball
  - Coed Flag Football
  - Girls and Boys Basketball

Photographer must take pictures of ALL Ogden City Recreation sports, events, and individuals' pictures as requested.

- Must provide coaches with proposed free pictures or novelty items.
- Must provide proof of liability insurance and add Ogden City as an additional insured.
- Must accept the following forms of payments: Checks, Cash and 1 major credit and debit card.
- Must complete all customer transactions.

- Must be a company that is within driving limits of Ogden City or must provide adequate staffing to conduct all photo sessions as scheduled.
- Must provide adequate staff for registration tables with forms at picture sessions.
- Must provide adequate staff for all scheduled picture sessions to ensure picture time schedule is followed.
- Must have a two-three-week turnaround time or a proposed delivery timeline for all pictures.
- Must provide all equipment necessary for all different sports pictures and other events as determined. (Examples: backdrops, benches, props, portable large risers adequate for football teams etc.)
- Must provide order forms for distribution.
- Must be able to distribute order forms to each team at the location they are scheduled to be at as determined by program schedule.
- Photographs must be packaged separately and securely by team and delivered/distributed to teams.
- Photographs must be delivered/ distributed to each team at the location they are scheduled to be at as determined by program schedule.
- Must provide references or cities the company works with.
- Must provide at least the packages listed in bid requirements.
- For Quality Assurance please provide with proposal a sample package of 5 actual photographs that are representative of vendor's standard quality.
- Must coordinate with Ogden City Recreation staff in advance for all photo sessions.

### **III. Implementation**

This contract will tentatively begin with 2023 spring season.

### **IV. Acceptance of Work**

- A. Company shall perform all tasks and work necessary and incidental to bring the project to the appropriate level of completion as mutually agreed upon.
- B. The company shall employ the proposed staff to provide the services required in the professional quality and timeliness agreed upon.
- C. The failure of the photographer to satisfactorily complete work assignments within the time

specified wherein the City of Ogden has been given notice that the completion date is critical may be cause for termination.

- D.** The City of Ogden's acceptance of required work, etc., shall not relieve the company from the obligation to correct any faulty work, whether previously or subsequently noted, and all incomplete, inaccurate or faulty work shall be relieved by the company on demand and at no cost to the City of Ogden as per all warranties.

## COST PROPOSAL

Companies are required to submit their own proposed specification on photo packages. Below is an example.

### Proposed Photo Packages and Specifications EXAMPLE

Package 1	1	8X10 Team	\$_____
	1	Digital Memory Mate	
	1	8 X10 Individual	
	2	5X7 Individuals	
	8	Wallets	
Package 2	1	8X10 Team	\$_____
	1	8X10 Magazine Cover	
	2	5X7 Individuals	
	1	Photo Button	
	1	3X5 Magnet	
Package 3	1	8X10 Magazine Cover	\$_____
	1	8X10 Individual	
	1	5X7 Team	
	8	Wallets	
Package 4	1	8X10 Individual	\$_____
	2	5X7 Individuals	
	1	5X7 Team	
	8	Wallets	
Package 5	1	5X7 Team	\$_____
	1	5X7 Individual	
	4	3X5 Individuals	
	4	Wallets	
Package 6 Special Events	1	8X10	\$_____
	4	5X7s	
	16	Wallets	

Timeframe to deliver service/products: \_\_\_\_\_