**AYNOR AREA ATHLETIC ASSOCIATION**

**PHOTOGRAPHY SERVICES BID**

**Bid Form Instructions:** The Aynor Area Athletic Association is soliciting proposals from bidders to provide photography services for the association located in Aynor, SC. This annual bid will cover the 2020 Baseball/Softball, 2020 Football/Cheerleading, and 020-21 Basketball seasons. Bids will be received until the **deadline** **Monday, March 16, 2020.** If you are interested, a proposal package/bid must be delivered to a board member or mailed (postmarked) to the address below by deadline:

 **AAAA**

**PO BOX 692
Aynor SC 29511**

Bids should be submitted in a sealed envelope. A bid quote sheet (page 1 here) must be included in the bid package. Only one sealed bid may be submitted in each envelope. **AAAA reserves the right to reject any or all bids.**

**GENERAL TERMS AND CONDITIONS**

**Scope of Agreement**: Vendor will furnish all photography services to include but not limited to; league photos and special event photos for the Aynor Area Athletic Association.

**Period of Contract:** The base term of the contract shall begin upon signing of the contract and continue until the next annual calendar date.

**Early Termination:** In the event that the AAAA determine the quality and or service of the photographer has failed to meet normal industry standards, the contract will be terminated early. In this case, the photographer will be notified in writing of the reason for the contract termination.

**Award/ Further Negotiation:** The intention of AAAA is to issue an award to one Vendor. AAAA does, however reserve the right to make the award(s) that is in its best interests. AAAA further reserves the right to negotiate with the successful Vendor. AAAA may with the consent of the Vendor increase or decrease quantities as well as add new items at periods during the contract which are advantageous to both parties. AAAA will schedule the date, teams, and location for picture day. AAAA will notify the photographer of the picture day (10) ten days in advance.

**Delivery/ Return of Pictures:** The Vendor is responsible for the delivery of all pictures furnished under the resulting contract. AAAA will coordinate with the Vendor for date, time and location for picture pick-ups. Team pictures must be labeled and sorted by team, alphabetically, when delivered to AAAA.

All pictures must be delivered within fifteen (15) business days of picture day. Retakes will be scheduled within a reasonable time period after pictures have been delivered.

**Risk of Loss:** The Vendor shall assume all risk of loss of the equipment at all times during the term of this agreement or any renewal thereafter.

**Choice of Law:** This agreement shall be governed in all respects by the laws of the State of South Carolina.

**Payments:** All package offers and individual item prices shall be listed on envelopes/flyers distributed to the participants. Envelopes are to be returned to the photographer on picture day with full payment or mailed to photographer.

**All developing, shipping, and envelope costs are the**

**responsibility of the photographer. Any returned checks are the sole responsibility of the Vendor; this includes but is not limited to the collection of additional fees as well as the original fees. AAAA will at no time be held responsible for collecting fees.**

**Lab Usage:** AAAA would request that the photographer provide the name, address, telephone number, email address and contact name for the lab(s) contracted for developing purposes.

**Samples:** Samples and/ or a portfolio of work must be submitted with each bid. This will ensure proper quality and materials will be utilized.

**Rules:** The photographer agrees to abide by AAAA policies regarding dates, times, locations and retakes.

**Package Offers:** Once both the Vendor and AAAA agree upon package prices, prices may not be changed during the duration of the contract year.

The Vendor shall provide in the bid a definitive list of available packages. This should include specifically what is included and the price. There shall be a minimum of three (3) options for the participants to choose from.

**Complimentary Items:** As a minimum AAAA receives one (1) 5x7 team plaque for team sponsor per team. Please list any additional complimentary items you may provide in the bid or alternatives.

**Minimum Orders/ All or none:** Unless otherwise called for in the invitation for bid, responses containing a minimum order/ ship quantity or dollar value or requiring an “all or none” award may be treated as nonresponsive and may not be considered for award.

**Award Criteria:** AAAA reserves the right to make awards most advantageous to AAAA. This may include

awarding individual items or groups of items or to reject all bids or any part thereof or waive any technicalities or irregularities in the bid.

**Vendor Terms and Conditions:** AAAA shall not be bound to any terms and conditions included in any Vendor packaging, invoice, catalog brochure, technical data sheet, shrink-wrap license or contract, “click to accept” license or contract, or any other document which attempts to impose any condition contrary or in addition to the terms and conditions contained herein.

**Exceptions to Bid:** Bidders whose bid does not conform to the terms and conditions and/ or specifications contained in the AAAA bid specifications should so note the exception on a separate sheet labeled“ Exemptions”. While the AAAA reserves the right to make an award to a nonconforming bidder when it is in the best interests of AAAA, such awards are not routine and bidders are urged to conform to the greatest extent possible. Any exceptions agreed to by AAAA shall be clearly indicated in writing on a contract award document,

**Indemnification:** The Bidder agrees to and shall indemnify, defend and hold harmless AAAA,

Volunteers, respective officers, and authorized agents from any and all claims, demands, liabilities,

losses, costs or expenses for any loss including but not limited to bodily injury, personal injury, property damage, expenses and attorney’s fees caused by, growing out of or otherwise happening in connection with this contract due to any act or omission on the part of the Vendor, its agents, employees or other working at the direction of the Vendor

**Incorporation into Contract: Bidders acknowledge and agree that each and every portion of this Bid Document will be incorporated into any resulting contract as if fully restated therein.**

**Photography Vendor Bid Form**

**Date:** Date

**Name of Business:** Name of Business **Contact Name:** Contact Name

**Telephone numbers: Business:** Phone Number **Mobile:** Phone Number **Residence:** Phone Number

**Mailing address:** Street Address

**City:** City **State:** State **Zip:** Zip

**Email address:** Email address

**Business License Number:** Business License #

**If awarded the bid, what flat fee do you propose to donate to AAAA?** Flat Fee

*(\*2019-20 Approximate Participants: 125 Basketball, 185 Football/Cheerleading, 315 Baseball/Softball.)*

**What other incentives/donations (ie; field signs, team sponsorships, umpires & staff discounts, and tournament packages) would you include and like to be considered as part of bid package?**

**1)** Other incentive/donation

**2)** Other incentive/donation

**3)** Other incentive/donation

**4)** Other incentive/donation

**Traditional Package Offers**

Package 1: (1) 5x7 Team, (1) 8x10 Individual (1) 3x5 Individual, (8) wallets, $0.00

Package 2: (1) 5x7 Team, (2) 3x5 Individual, (8) wallets, $0.00

Package 3: (1) 5x7 Team, (1) 5x7 Individual, (8) wallets $0.00

Individual Items: 8 Wallets $0.00 3" Photo Button $0.00 Trading Cards $0.00 Team photo $0.00

**Vendor may list or attach any other package offers.**

Other packages

**Prices may not change during the contract period. However, AAAA reserves the right to discuss price changes with Vendor at the start of each “sport year” should market conditions arise that warrant discussing a change in pricing.**