

State of Delaware

Milford School District and Lake Forest School District Photographer Services

Request for Proposal

February 23, 2015

**- Deadline to Respond -
March 20, 2015
2:00 pm EST**

2/23/2015
Contract No. – Milford-Lake 0001

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Photographer Services. The proposal consists of the following documents:

REQUEST FOR PROPOSAL – Contract No. – Milford-Lake 0001

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 3 PROPOSAL REPLY SECTION
 - A - NO PROPOSAL REPLY FORM
 - B - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - C - PROPOSAL SUMMARY

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number by March 20, 2015 2:00 pm EST to be considered.

Proposals shall be submitted to:

**Milford School District
Contract: Milford-Lake 0001
c/o Sara Croce
906 Lakeview Avenue
Milford, DE 19963**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Sara Croce at 302-422-1600.

REQUEST FOR PROPOSAL
CONTRACT NO.: Milford-Lake 0001
Photographer Services
SPECIAL PROVISIONS

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Director, Office of Management and Budget, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Photography requirements for Milford and Lake Forest School Districts.

3. **CONTRACT PERIOD:**

Each contractor's contract shall be valid for a two year period from the date the contract is signed. The contract may be renewed for one additional year through negotiation between the contractor and the Milford and Lake Forest School Districts. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the district.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable for Students and their families.
- b. It must cover the full spectrum of services required and include all fees.
- c. Costs must be consistent with the rates established or negotiated as a result of this RFP.
- d. There must be no administrative cost to the Milford or Lake Forest School Districts.
- e. Pricing should be shown for a two year period and an optional third year extension.
- f. Pricing should be provided for the following packages:

Middle/High School and Elementary Packages (Elementary package should include a class picture) – if you have additional packages, please feel free to add them to your proposal:

Package A	Package B	Package C	Package D
2 – 8 X 10	1 – 8 X 10	3 – 5 X 7	2 – 5 X 7
4 – 5 X 7	2 – 5 X 7	2 – 3 X 5	2 – 3 X 5
4 – 3 X 5	2 – 3 X 5	8 – 2 X 3	4 – 2 X 3
24 – 2 X 3	16 – 2 X 3	16 – Wallet	8 – Wallet
	8 - Wallet		

Senior Portrait Packages – please list any additional packages or promotions you may have

Package A	Package B	Package C	Package D	Package E	Package F
3 – 8 X 10	2 – 8 X 10	1 – 10 X 13	1 – 8 X 10	1 – 8 X 10	1 – 8 X 10
6 – 5 X 7	4 – 5 X 7	1 – 8 X 10	4 – 5 X 7	4 – 5 X 7	2 – 5 X 7
24 – 2 X 3	16 – 2 X 3	4 – 5 X 7	8 – 2 X 3		
		8 – 2 X 3			

g. There should be a percentage of sales that will go back to all the schools from their photo sales. Please explain what percentage and how it will impact the pricing of the photos for students and their families.

h. There should also be a percentage of sales that will go back to the high school from senior portraits, sports photographs, prom photos and homecoming photos.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the third, optional year, pricing may be negotiated prior to renewal of the third, optional year.

6. **SHIPPING TERMS:**

Shipping costs should be included in the pricing structure.

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7. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

8. **BID BOND REQUIREMENT:**

Bid Bond Waived.

9. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived.

10. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrenceand
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the Milford and Lake Forest School Districts. The certificate holder is as follows:

**Administrator, Sara Croce
Contract No. Milford-Lake 0001
Milford School District
906 Lakeview Avenue
Milford, DE 19963**

Note: The Milford or Lake Forest School Districts shall not be named as an additional insured.

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12. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish Milford and Lake Forest School Districts with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

13. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and Milford and Lake Forest School Districts harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the Milford or Lake Forest School Districts may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. **BUSINESS REFERENCES:**

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

16. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by Milford and Lake Forest School Districts to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the students and their families exists. In all cases, the Milford and Lake Forest School Districts may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

17. **DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Milford and Lake Forest School Districts. The Awarded vendor(s) shall submit their **W-9** with the executed contract form.

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18. **CONTRACTOR RESPONSIBILITY:**

The Milford and Lake Forest School Districts will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP.

19. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract and ensure all employees to come into contact with children can do so legally and have no child protection order against them.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

METHOD OF PAYMENT:

The vendor shall respond in the proposal as to the method of payment accepted by the student and/or the student's families.

20. **TERMINATION OF CONTRACT:**

Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Milford and Lake Forest School Districts shall have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

21. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, which are mutually agreed upon by and between the District and the Contractor shall be incorporated in written amendments to the Contract.

22. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

23. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed contract has been signed by both parties.

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24. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the Milford and Lake Forest School Districts that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the Milford and Lake Forest School Districts may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the District makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the District shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the District.

25. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

26. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

27. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Business Manager is required to make an independent determination as to whether the information may be or must be divulged to the party.

28. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, and Contract shall be a part of and constitute the entire Agreement entered into by the Milford and Lake Forest School Districts and any offeror. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Special Instructions

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29. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Superintendent and/or his/her designee, Milford and Lake Forest School Districts of the State of Delaware.

30. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005. Failure to provide this information could render the bid as non-responsive.

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I. **INTRODUCTION:**

A. **PURPOSE:**

It is the goal of this Request for Proposal to identify a vendor and execute a contract to implement Student and District Photography services.

B. **GUIDELINES:**

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. **FORMAT FOR PROPOSAL:**

A. **INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. **COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Milford and Lake Forest School Districts.

C. **TABLE OF CONTENTS:**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. **DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Six copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the offeror and labeled Proposal Response to Contract Milford-Lake 0001. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining five copies do not require original signatures.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The District reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the District will be served by doing so.

III. SCOPE OF WORK:

A. OVERVIEW:

The Contractor(s) shall provide all materials and services to satisfy the Milford and Lake Forest School Districts' need for Photography services as described herein.

B. DETAILED REQUIREMENTS:

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

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IV. PROPOSAL EVALUATION PROCEDURES:

A. BASIS OF AWARD:

Milford and Lake Forest School Districts shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

B. REVIEW COMMITTEE:

A group of 4 – 6 individuals will comprise the Review Committee. The group of individuals may consist of diverse backgrounds and be district employees and/or members of the Milford and Lake Forest School District Community. Selected finalists will be required to make a presentation to the committee on March 27, 2015 at the Milford School District Offices.

C. REQUIREMENTS OF THE OFFEROR:

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- * Brief history of the organizations, including accreditation status, if applicable.
- * Applicant's experience, if any, providing similar services. At least three references are required.
- * Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- * Financial information (balance sheets and income statements) for the past three years.
- * Describe the product, services and pricing including the timeline for the final product. Respond to Scope of Work in Appendix A.
- * Describe the screening process for employees who work with children.
- * Sample photographs shall be submitted with each proposal

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D. CRITERIA AND SCORING:

	Scoring will be on a point basis 1 being lowest and 5 being highest.	1 – 5 Low – High
		POINTS
1.	The qualifications and experience of the persons to be assigned to the each of the buildings.	
2.	The ability to perform the work as demonstrated by their proposed commitment of management, personnel and other resources.	
3.	Thoroughness and completeness of the proposal relative to the requirements.	
4.	The demonstrated experience in providing equipment/services of comparable specifications/scope and value.	
5.	The understanding of the requirements; details of the offering; how the vendor plans to meet the requirements of this RFP.	
6.	The background, experience, resources, reputation, financial resources and years in business and references.	
7.	The provider's location relative to the location of required services.	
8.	The price proposal/pricing structure is clear and concise.	
9.	The quality of the product and responsiveness to problems that occur after the product is delivered.	
10.	The ability to handle problems on site when a problem occurs.	
11.	The vendor responded to all scope of work	
12.	The process in which the vendor takes to ensure employees working with children are legally able to.	
	TOTAL SCORE	=====

Review Committee members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members.

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APPENDIX A
SCOPE OF WORK DETAILS

Photography Services should include the requirements as described below

- District Requirements – all schools in the district
 - Picture and retake day (with no additional makeup fee) scheduled with each building principal or their designee
 - Provide information and pricing for all student portrait packages as described in Pricing Section 4
 - Family discounts for multi-child family purchases
 - Adequate photography and clerical staff on picture day for large groups of students – provide staff to student ratio
 - Adequate staffing for retake day – provide staff to student ratio
 - Electronic file of student and staff photos with student id formatted in .jpg to be emailed to the Child Nutrition Department
 - CD with student and staff photos for the school's yearbook company at no additional charge
 - CD with student photos and data for administration at no additional charge
 - Quality Customer Service and a dedicated customer service representative identified
 - Staff are legally able to work with children and have no child protection order against them
 - No sitting fees
 - An 800 number for parents to call the company
 - Staff ID cards at no charge
 - Collage photo of student pictures for the school at no charge
 - Picture packages sent to the school must be returned bundled by teacher or homeroom
 - Additional package selections are permitted; provide additional information about the additional packages in your proposal
 - Provide information about the availability of backup equipment in the event an equipment failure occurs
 - Provide information about backdrops (standard, scenic, double image, etc)
 - Delivery of finished photographs to the schools shall be made within four (4) weeks after they have been taken

- Elementary requirements – four elementary schools
 - Safety ID cards for each student at no charge
 - Cum folder pictures with adhesive strip (5-6) by class
 - Spring photograph sitting and packages
 - Principal Book with all class photos
 - Homeroom class photo for each student purchasing a package at no additional charge
 - Homeroom class photo for each teacher at no charge
 - Identia kid Cards (for parents) purchasing photo packages

- Middle School Requirements
 - CD with student and staff photos for the Department of Education at no additional charge
 - Student ID cards at no charge
 - Identia kid Cards (for parents) purchasing portrait packages
 - Spring and buddy photograph sitting and packages for sale
 - Sports photograph sitting and packages for sale

- High School Requirements
 - Picture day scheduled – Multiple day sitting schedule required with no sitting fee
 - Evening appointments available for Senior portrait sittings in addition to day appointments
 - Senior Portrait sitting – include drape shot for females, tux shot for males (jacket , shirt and tie), cap & gown shot and casual session – photographer should provide drape and upper tux for student photo. School will provide cap & gown
 - 1 formal senior portrait of each senior on CD or actual photo for yearbook company at no charge
 - 1 portrait of each underclass student on CD at no charge
 - Student ID cards at no charge
 - Sports team and individual photos for all sport teams
 - Candid photos from actual sporting events, all sports
 - Photographers available for Fall/Winter Homecoming. For Fall Homecoming, photo services would include parade and football game where the queen is crowned
 - Photographers available for Prom and Graduation

PROPOSAL REPLY SECTION

CONTRACT NO. Milford-Lake 0001

Photography Services

Please respond fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to Milford and Lake Forest School Districts by March 20, 2015 at 2:00 pm EST at which time bids will be opened and interviews will be scheduled for those who meet requirements and are selected.

Proposals shall be submitted to:

**Milford and Lake Forest School Districts
c/o Sara Croce
906 Lakeview Avenue
Milford, DE 19963**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The district conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the vendor(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

NOTE: ONLY THE OFFEROR'S NAME WILL BE READ AT THE OPENING

STATE OF DELAWARE
Milford and Lake Forest School Districts
906 Lakeview Avenue
Milford, DE 19963

NO PROPOSAL REPLY FORM

CONTRACT # Milford-Lake 0001 **CONTRACT TITLE:** Photography Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Offeror's List **for these goods or services.**

_____ We wish to be deleted from the Offeror's List **for these goods or services.**

CONTRACT NO.: Milford-Lake 0001
TITLE: Photography Services
OPENING DATE: March 20, 2015

NON-COLLUSION STATEMENT

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Milford and Lake Forest School Districts.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Milford and/or Lake Forest School Districts.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
 (Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS: CERT. NO.	<u>Women Business Enterprise (WBE)</u>	Yes No	<u>Minority Business Enterprise (MBE)</u>	Yes No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
 (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Milford and Lake Forest School Districts

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DISTRICT: School District as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

3. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

5. **PREPARATION OF PROPOSAL:**

The vendor's proposal shall be complete and reference all scope of work and offerings beyond scope of work. The vendor shall supply six copies of the proposal for review by the committee.

6. **PRICES QUOTED:**

The pricing structure for student portrait packages should be complete and require no sitting fee and should show any price differences if applicable in the 2nd year of contract and the possibility of one additional extended year.

7. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the district for evaluation purposes. They shall be such as to permit the district to compare and determine if the item offered complies with the intent of the specifications.

8. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE
Milford and Lake Forest School Districts
906 Lakeview Avenue
Milford, DE 19963**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

9. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

10. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

11. PUBLIC INSPECTION OF PROPOSALS:

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS:

The right is reserved to waive technicalities, to reject any or all proposals, or any portion thereof, to advertise for new proposals.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

The bidder to whom the award is made shall execute a formal contract within twenty days after date of official notice of the award of the contract. The contract with the successful vendor will be executed with the Milford and Lake Forest School Districts.

5. WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. INFORMATION REQUIREMENT:

The successful bidder's shall be required to advise the Milford and Lake Forest School Districts of the gross amount of purchases made as a result of the contract.

7. CONTRACT EXTENSION:

The Milford and Lake Forest School Districts reserve the right to extend this contract for a one year period upon mutual agreement of both parties.

8. TERMINATION FOR CAUSE:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, photographs or other material prepared by the Contractor under this Contract shall, at the option of the District, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the families of the District.

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

5. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.