

**SPECIFICATIONS FOR****MANCHESTER PUBLIC SCHOOLS****RFP# 018-003 MANCHESTER HIGH SCHOOL – SCHOOL PHOTOGRAPHER****TABLE OF CONTENTS**

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**LEGAL NOTICE
REQUEST FOR PROPOSALS
MANCHESTER PUBLIC SCHOOLS
TOWN OF MANCHESTER, CONNECTICUT**

Manchester Public Schools will receive sealed proposals at the Office of the Director of Finance and Management, 45 North School Street, Manchester, CT, 06042, on the date and time listed below for the following:

**RFP #018-003 MANCHESTER HIGH SCHOOL
SCHOOL PHOTOGRAPHER**

Proposals will be accepted until Wednesday, April 25, 2018, at 1:00 p.m.

**A mandatory pre-proposal conference is scheduled for:
Tuesday, April 17, 2018, at 10:00 a.m. at the
Manchester Public Schools Administrative Offices, 45 North School Street, Manchester, CT**

The right is reserved to reject any and all proposals. Specifications and forms are available on our website www.mpspride.org.

Manchester Public Schools is an equal opportunity employer and requires affirmative action policy for all of its contractors and vendors as a condition of doing business with the school district, as per Federal Order 11246.

Karen L. Clancy
Director of Finance and Management
Manchester Public Schools

INSTRUCTIONS TO PROPOSERS

1. The proposal and any addenda will be issued on the Manchester Public Schools' website at www.mpspride.org/proposal. It shall be the responsibility of the proposer to download this information. Manchester Public Schools (MPS) will not mail a separate hard copy of addendum to proposers. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents. No addendum shall be issued less than 2 calendar days before the due date unless it is to change the due date.
2. The attached proposal is signed by the proposer with full knowledge of an agreement with the general specifications, conditions and requirements of this proposal.
3. Submit two (2) originals of the proposal in an envelope marked with the proposer's name and address on the upper left hand corner. Proposals shall be made out in the exact form as described under Content and Organization of Proposal of enclosed Invitation to Proposal, on proposer's letterhead and shall be signed by an officer of the company or corporation. **Proposals are to be plainly marked in the lower left hand corner with proposal number, name of proposal, opening date and time.**
4. **A mandatory pre-proposal conference is scheduled for Tuesday, April 17, 2018, at 10:00 a.m. at Central Office, 45 North School Street, Manchester, CT.**
5. Proposals sent by mail or hand delivered should be addressed to the Director of Finance and Management, Manchester Public Schools, 45 North School Street, Manchester, CT 06042.
6. Proposals received later than the date and time specified will not be considered. Amendments to or withdrawals of proposals received later than the date and time set for proposal opening will not be considered.
7. All proposals shall be opened publicly and read aloud. Proposers may be present at the opening of proposals. All proposals shall be tabulated and copies of said tabulation shall be made available to proposers upon their request.
8. All deliveries of commodities shall comply with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by MPS are exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax and such taxes must not be included in the proposal prices. All prices are FOB to Manchester, CT.
9. MPS reserves the right to reject any and all proposals, to waive technical defects and to make such awards including accepting a proposal, although not the low proposal, as it is deemed to be in the best interest of MPS.
10. MPS may withhold acceptance of work and payment when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until work is to MPS official and/or authorized agent's satisfaction, and all work is certified.

11. MPS may make such investigation as deemed necessary to determine the ability of the proposer to discharge a contract. The proposer shall furnish MPS with all such information and data as may be required for this purpose. MPS reserves the right to reject any proposal if the proposer fails to satisfactorily convince MPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the work called for herein. Conditional proposals will not be accepted.
12. Specifications cannot be modified by anyone other than the assigned agent for MPS.
13. Successful proposer shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers Compensation Insurance in the amounts shown in INSURANCE REQUIREMENTS. The proposer shall carry insurance under which Manchester Public Schools and the Town of Manchester, CT, shall be named as an additional insured for the duration of this work. All Liability Insurance required herein shall be Comprehensive, General and Automobile Bodily Injury and Property Damage Policy or Policies. Certificate of Proposer Liability shall be filed with MPS before work is started and contain a ten (10) day written notice of cancellation clause.
14. The Proposer shall provide all administration, labor, materials, tools and equipment necessary to undertake and complete the work in a prompt and efficient manner. Equipment and tools owned by MPS shall not be available to the Proposer.
15. The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.
16. All work must be scheduled during normal MPS working hours.
17. The proposer shall be required to submit the AFFIRMATIVE ACTION STATEMENT with their completed proposal package. The successful proposer shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.
18. The proposer shall be required to submit the BACKGROUND CHECK COMPLIANCE AGREEMENT with their completed proposal package.
19. The proposer shall be required to submit the PROPOSER INDEMNIFICATION with their completed proposal package.
20. The proposer shall be required to submit the NON-COLLUSIVE PROPOSAL STATEMENT with their completed proposal package.
21. There shall be no smoking or other use of tobacco products in any school building nor on school ground at any time. Proper attire is to be worn at all times. Proposer's personnel shall use extreme caution while driving motor vehicles on school property.
22. The proposer shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title or interest therein, or of his obligations thereunder, without consent of MPS.

23. **Hold Harmless:** The proposer/insured shall indemnify and hold harmless MPS and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by MPS, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the proposer/insured, any subproposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

CONTENT AND ORGANIZATION OF PROPOSAL

The Request for Proposals (RFP) is intended to provide interested Proposers with information concerning the conditions and requirements for submitting proposals. Proposers must examine all information and materials contained in this RFP. **Failure to do so will be at the Proposer's risk.** In response to the RFP, Proposers shall adhere to the established format. By doing so, comparable objective data will be provided for Manchester Public Schools' (MPS) review and analysis. The proposal shall contain the following sections, in order and format described.

A. Submittal Letter

A letter of transmittal addressed to **Mrs. Karen L. Clancy, Director of Finance and Management**, which includes a statement by the Proposer accepting all terms, conditions and requirements contained in the RFP. The letter should also include a brief discussion of the Proposer's background, experience and ability to perform this contract in accordance with the scope of services. Also to be included is a listing of four (4) municipal or private sector references for whom recent (3 years or less) similar services were provided.

B. Price Proposal

Vendors shall submit a price proposal which indicates their full cost to provide the scope of services outlined. All costs associated with the performance of these services must be clearly delineated.

C. Exceptions

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. MPS may accept proposals which take exception to any requirements of the RFP. Any exception must be clearly delineated and cannot materially affect the substance of this RFP.

EVALUATION CRITERIA AND SELECTION

Proposals will be reviewed and evaluated based upon the following factors:

- A. Experience with project of this nature
- B. References
- C. Compatibility of Product
- D. Competitiveness of Price Proposal

MPS shall select that responsible and responsive Proposer whose proposal is determined by MPS to be best suited and most advantageous, and provides the greatest overall benefit to MPS on the basis of the criteria and/or factors of evaluation listed. MPS expressly reserves the right to negotiate with the selected Proposer prior to an award of any contract pursuant to the RFP.

INSURANCE REQUIREMENTS

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.
- B. If the Proposer/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Proposer/Insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the Proposer/Insured's sole responsibility.
- C. **Commercial General Liability:** The Proposer/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Proposer/Insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:
- Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 each occurrence if blasting is required
 \$2,000,000 general aggregate with dedicated limits per
 Project site
 \$2,000,000 products and completed operations aggregate
 \$1,000,000 personal and advertising injury.
- D. **Automobile Liability:** The Proposer/Insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.
- Minimum Limits: \$1,000,000 combined single limit each accident
- E. **Worker's Compensation:** The proposer/insured will maintain workers' compensation and employer's liability insurance.
- Minimum Limits: Worker's compensation: statutory limit
 Employer's Liability: \$1,000,000 bodily injury or each accident
 \$1,000,000 bodily injury by disease for each employee
 \$1,000,000 bodily injury disease aggregate
- F. **Umbrella/Excess Liability:** The proposer/insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability, auto liability and workers' compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limit specified for general liability, auto liability and workers' compensation when added to the limit specified in this section.
- Minimum Limits: \$5,000,000 combined single limit and aggregate limit.

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

PROPOSER INFORMATION

The proposer is a/an (individual) (partnership) (corporation). Names and titles of other offices or partners are:

(for corporation, give State of incorporation and affix corporate seal)

I understand that full payment will be made by Manchester Public Schools after completion of the project and acceptance by Manchester Public Schools' representative.

Signature

Date

Name (Printed)

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

REFERENCE SHEET – REQUEST FOR PROPOSAL

1. NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE ()

2. NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE ()

3. NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE ()

4. NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE ()

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

AFFIRMATIVE ACTION STATEMENT

TO: All Vendors

FROM: Karen L. Clancy,
Director of Finance and Management

SUBJECT: Affirmative Action

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Karen L. Clancy
Director of Finance and Management

STATEMENT OF POLICY

It is the employment policy of _____
that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

Date

Signed (Name/Title of Company Officer)

Telephone

Street Address

Fax

City/State/Zip Code

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

CONTRACTOR INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the School District and its respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations arising from or relating to (i) the Contractor's breach of this Contract; (ii) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (iii) any other action or event arising out of or in any way connected with this Contract. The Contractor agrees that the School District shall have the right to participate in the defense of any such claim through counsel of its choosing. This indemnity shall not be affected by other portions of this Contract.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse MPS for damage to property of MPS caused by the Contractor, or its employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him/her or them.

STATE OF CONNECTICUT:

COUNTY OF: _____ Signed _____
Proposer

By _____
Name

Street

City/State/Zip Code

Date

Subscribed and Sworn to before me on this

_____ day of _____ 20____

Notary Public

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

NON-COLLUSIVE STATEMENT

TO: All Vendors

FROM: Karen L. Clancy
Director of Finance and Management

SUBJECT: Non-Collusive Statement

The undersigned vendor, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. The bid has been arrived at by the vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;
2. The contents of the bid have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned vendor further certifies that this statement is executed for the purposes of inducing Manchester Public Schools to consider the vendor and make an award in accordance therewith.

Legal Name of Vendor

Business Address

Name and Title of Authorized Signor

Signature

Date

Telephone

Fax

eMail Address

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

BACKGROUND CHECK COMPLIANCE AGREEMENT

TO: All Vendors

FROM: Karen L. Clancy
Director of Finance and Management

SUBJECT: Background Check Compliance Agreement

PURPOSE

The Background Check compliance agreement is intended to ensure that proposer, awarded this contract, has or will hire qualified employees/staff to provide and maintain a safe and secure environment.

POLICY

Proposers shall comply with maintaining a policy and procedure in place for a background check and performing background checks, in accordance with any State and Federal laws for any person assigned to the Manchester High School – School Photographer contract.

DEFINITION OF A BACKGROUND CHECK

A background check is a process in which the specifics of an individual's past history are verified for the purposes of determining qualifications for employment/work, and it is conducted in addition to a reference check. The type of background check conducted is dependent upon a position's responsibilities and required qualifications by the contract. When conducting background checks, it is the proposer's responsibility to comply with any State and Federal laws, including Public Act 16-67.

COMPLIANCE AGREEMENT

The proposer hereby agrees that assigned personnel for this contract have been administered a background check. To the best of the proposer's knowledge, the employee has a satisfactory background check in accordance and in compliance with any State and Federal laws. The proposer and its employees release Manchester Public Schools, its officers and its employees from any and all liability arising out of or related in any way to such testing.

Legal Name of Vendor

Business Address

Name and Title of Authorized Signor

Signature

Date

Telephone

Fax

eMail Address

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

SPECIFICATIONS FOR MANCHESTER HIGH SCHOOL – SCHOOL PHOTOGRAPHER

Scope of Services

The contract will be for the position of *school photographer* and will be awarded for the 2018-2019 school year with the option to extend for up to the next three (3) school years.

At the end of each school year, the agreement will be extended only when the photographer has fulfilled all the services stated in the contract.

If the school feels the services have not been provided, written notice will be sent to the photographer of its termination of contract. This notice will be sent at least 30 days prior to the end of the school year.

Fulfillment of services shall be determined by the client.

This section is meant to provide the company with an understanding of the scope and breadth of service Manchester High School requires for its contract. It is not meant to be an exhaustive list but rather a representative sample of the expectations the school will hold for the company.

- 1) Provide all photographs of all underclassmen for the yearbook and opportunities for purchase of photo packages.
- 2) Provide senior portrait sitting for yearbook picture without requiring a minimum purchase.
- 3) Provide photographs of all seniors and enough opportunities for 85% of the senior class to be photographed.
- 4) Provide a minimum of 3 CDs with all student pictures to enable school records to be updated and the maintenance of one school year of records retained by the company for access by the school.
- 5) Provide onsite training for students in the use and care of photographic equipment as well as in the technique and critique of portrait and candid photography as preparation for taking photographs for the yearbook.
- 6) Provide onsite photography as needed for important pictures including, but not limited to, panoramic class picture, year of graduation picture, superlatives, dances, events, sports and potential new events not specified, etc.
- 7) Sports team pictures, Captains, seniors on the team, action shots for all teams.
- 8) Provide prom photography for the junior and senior prom, including but not limited to couples and groups as well as a chaperone portrait.
- 9) Provide photography of each senior receiving a diploma at the annual graduation ceremony as well as candid photos from throughout the ceremony including speeches by valedictorian, salutatorian, class president and other dignitaries.
- 10) Provide each senior one (1) 4"x6" print of the graduation picture at no cost to the student and an opportunity to purchase additional prints and sizes of the picture.
- 11) Provide direct mailing from the company for all prom and graduation photography.
- 12) Photographers must be able to accommodate photographing 500 students per day.
- 13) Provide a photo book that includes photographs of all students, grades 9 – 12.

Contractor

It is expected that the company will have been in business for at least 5 years and will have been servicing school photography contracts a minimum of 5 years.

It is expected that the company will provide a minimum of three references from local schools where the company provides service. Include in the reference the name and title of the contact person, school and phone number.

Companies who are unable to meet the above stated expectations are encouraged to detail the ways they can make accommodations for these expectations.

Proper Conduct

The contractor shall adhere to proper conduct at all times. Proper conduct is meant to include, but not be limited to the following:

1. There shall be no weapons, drugs or alcohol on the premises.
2. No smoking on the premises. No exterior doors are left opened or unlocked.
3. The contractor shall be polite and courteous at all times.
4. Contractor must adhere to any/all security standards, requirements and/or regulations of each school.
5. Photographers/employees must be in compliance with statutory requirements with regard to background checks.

Subcontracting

Use of subcontractors is prohibited unless authorized in writing by the MPS Director of Finance and Management, or Superintendent of Schools, or their duly authorized signatory authority.

Multiple awards

MPS reserves the right to award to multiple vendors.

Submittal Requirements

Companies are asked to answer the following portion accurately.

Underclassmen Photo Package- Must be delivered by Nov 20th or closest business day.

Multiple packages must be made available

(One package offer must be listed as \$20.00 or under)

Please attach detailed package descriptions including number and type of pictures as well as pricing for the initial contract periods and two (2) optional years. All packages must include mailing costs. Listed below are some example packages:

PACKAGE I

(2) 3 ½ x 5 Portraits

(4) Wallets

Price for 2018-2019 ____ % increase for 2019-2020 ____ % increase for 2020-2021 ____

Do you require students to prepay for *packages* when sitting for the picture? Y N

If yes, how and by whom will the money be collected? _____

Senior Yearbook Photo

Seniors shall be afforded the opportunity to sit for a yearbook picture without a sitting fee and be provided a picture for the yearbook without the purchase of a package. All students must be photographed by the official yearbook photographer in order to be included in the yearbook. No other portraits will be accepted. All yearbook photos will be put on one CD for the yearbook adviser.

Senior Portraiture – Must be delivered to the Yearbook adviser by Oct 20th or closest business day.

Please attach detailed package descriptions including the number of proofs, number and type of pictures as well as the pricing for each of the three years of the contract. One of the packages must include the following:

- (1) 8 x 10
- (2) 5 x 7
- (8) Wallets
- (2) Yearbook Glossies No Alternate

Price for 2018-2019 _____ % increase for 2019-2020 _____ % increase for 2020-2021 _____

Do you charge a sitting fee? Y N

If so, how much will it be in year one and the following two (2) years?

2018-2019 _____ 2019-2020 _____ 2020-2021 _____

General Information

The yearbook program will coordinate the photographing of the underclassmen and seniors (ID pictures only). The staff will escort the students to the room for an efficient session.

Do you provide the yearbook with a commission on underclass sales? Y N

If so, what is the percentage? _____%

By what date can the yearbook program expect payment on such a commission? _____

By what date can the school expect delivery of a CD with all photographs for school records?

By what date can the school expect delivery of student identification cards? _____

What is the average delivery time of finished photo packages from the date of order? _____

How long has your company been in business servicing school photograph contracts?

References from schools of similar size that have been serviced by your company (please attach).

Number of school visits per school year. _____

Processing time and delivery time needed. _____

Additional accessory programs i.e. leadership resources, speakers, etc., your company offers.

Competitive pricing and/or discounts your company offers.

PROPOSAL EVALUATION**Selection Criteria Guidelines**

The following selection criteria will be used to evaluate applications. For ease of reading by the reviewers, applicants should develop their narrative description to follow the sequence of criteria below. The maximum number of points for all selection criteria is 100. The maximum score for each criterion is indicated in parentheses.

- 1. Why your proposal would be the most advantageous to Manchester Public Schools (40 points).**
 - a. The magnitude of the need the services will provide. The extent of who the project will serve. The extent of the outcomes the project is trying to achieve with the target population (20 points)
 - b. The extent to which the company demonstrates the ability to meet all terms. (20 points)
- 2. Specific plans for providing the services described in the Scope of Services (40 points).**

In determining the specific plans of the proposed project, the following factors are considered:

 - a. Your work with digital photography/technology in supporting the school's effort in this area (15 points).
 - b. Proposed fees and cost to perform all work identified in the Scope of Services (5 points).
 - c. How you can meet changing academic and student schedules and be able to accommodate the needs of the Yearbook staff (15 points).
- 3. Company qualifications (20 points).**

In determining the significance of the proposed project, the following factors are considered:

 - a. State briefly the history of the firms, location, years in practice. Provide credentials and experience of personnel who could be expected to work on this project (10 points).
 - b. The extent of past and current experiences. Give examples of similar school projects completed within the past (5) years (10 points).

**MANCHESTER PUBLIC SCHOOLS
MANCHESTER HIGH SCHOOL
SCHOOL PHOTOGRAPHER**

I/WE, the undersigned, hereby agree to furnish and deliver the requested services at the prices named herein, subject to and in accordance with the Cost Proposal and Specifications, all of which are made a part of this Proposal.

I/WE have received the proposal documents and addenda numbered and dated as follows:

Addendum #_____ dated _____ Addendum #_____ dated _____ Addendum #_____ dated _____

Addendum #_____ dated _____ Addendum #_____ dated _____ Addendum #_____ dated _____

Pricing submitted shall reflect net pricing. Any payment for travel time, mileage to and from any jobsite, and/or miscellaneous expenses, will not be allowed.

PROPOSER INFORMATION

PROPOSER: _____
(Print Business, Partnership or Corporate Name)

ADDRESS: _____

SIGNED BY: _____ TITLE: _____
(Authorized Signature)

NAME: _____ DATE: _____
(please print)

TELEPHONE: _____ FAX: _____

FEDERAL TAX IDENTIFICATION NUMBER (FEIN): _____

E-MAIL: _____

NOTE: Proposals may not be withdrawn for a period of 90 days after bid opening