



**MANCHESTER PUBLIC SCHOOLS
OFFICE OF FINANCE AND MANAGEMENT**

**REQUEST FOR PROPOSAL
FOR**

PREK – GRADE 8 SCHOOL PHOTOGRAPHY SERVICES

RFP #019-006

**PROPOSALS DUE:
FRIDAY, APRIL 12, 2019
2:30 P.M.**

**Office of Finance and Management
45 North School Street
Manchester, CT 06042
(860) 647-3445
Fax: (860) 647-6372**

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Proposer's Initials: _____

**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 #019-006 MANCHESTER PUBLIC SCHOOLS
PREK – GRADE 8 SCHOOL PHOTOGRAPHY SERVICES**

Proposals will be accepted until Friday, April 12, 2019, at 2:30 p.m.

Please direct any questions about the RFP to the Office of Finance and Management, 45 North School Street, Manchester, CT.

The right is reserved to reject any and all proposals. Specifications and forms are available on our website <https://www.mpspride.org/Page/311>.

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

Proposer's Initials: _____

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.

B. Price Proposal

Proposers 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. Proposer Documents

Proposers shall sign and include all documents and forms provided with the RFP. These documents are in a PDF fillable format except for the signature and date sections. 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.

D. 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.

Proposer's Initials: _____

INSTRUCTIONS TO PROPOSERS

1. The proposal and any addenda will be issued on the Manchester Public Schools' website at <https://www.mpspride.org/Page/311>. 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 five (5) 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.** Proposals will be accepted until Friday, April 12, 2019, at 2:30 pm.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. Specifications cannot be modified by anyone other than the assigned agent for MPS.
10. 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

Proposer's Initials: _____

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.

11. The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.
12. 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.
13. The proposer shall be required to submit the BACKGROUND CHECK COMPLIANCE AGREEMENT with their completed proposal package.
14. The proposer shall be required to submit the PROPOSER INDEMNIFICATION with their completed proposal package.
15. The proposer shall be required to submit the NON-COLLUSIVE PROPOSAL STATEMENT with their completed proposal package.
16. 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.
17. 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.
18. **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.

Proposer's Initials: _____

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
- 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.

Proposer's Initials: _____

SPECIFICATIONS FOR PREK – GRADE 8 SCHOOL PHOTOGRAPHY SERVICES

Manchester Public Schools (MPS) is seeking proposals for School Photography Services in our preschool, elementary and middle schools, grades preschool through 8. The contract may be renewed annually for up to two (2) additional years if authorized and agreed to by both parties. Acceptance and remediation of any issues will occur in accordance with the contract.

The goal of MPS is to achieve a combination of minimal fees and maximum convenience for our students. The following services must be provided at a minimum. The responding contractor may offer to provide additional useful services to MPS. Any other service(s) which the contractor would want to offer MPS for the length of the agreement may be provided supplementary to the proposal. Fees for any other additional services should be itemized in your proposal.

General Information

Currently, MPS consists of one (1) preschool, seven (7) elementary schools serving grades Preschool through 4, one middle school serving grades 5 and 6, one middle school serving grades 7 and 8, and one middle academy serving grades 5 through 8. All buildings are located in the Town of Manchester, Connecticut. Services would be for the following schools, with approximate student population as listed:

- Illing Middle School (Grade 7 and 8): 830
- Bennet Academy (Grade 5 and 6): 950
- Manchester Middle Academy (Grade 5-8): 30 (may be included in Bennet and Illing)
- Bowers Elementary (Grade K-4): 350
- Buckley Elementary (Grade PreK-4): 390
- Highland Park Elementary (Grade K-4): 290
- Keeney Elementary (Grade PreK-4): 340
- Martin Elementary (Grade K-4): 230
- Verplanck Elementary (Grade K-4): 460
- Waddell Elementary (Grade K-4): 500
- Manchester Preschool Center (PreK): 220

Please note that future construction projects may affect enrollment numbers and number of elementary schools.

Scope of Services

1. All student, faculty, and staff member's picture will be taken, if they so desire.
2. Describe in detail the procedures which will be used to take the pictures in a manner that will cause the least amount of disruption to the students and the school. Include the number of cameras, procedures for identifying students, etc.
3. Describe your re-take policy.
4. Provide name and experience of local representative who will handle or manage all aspects of this account.
5. Describe any additional services which will be provided at no charge to the district.
6. Describe your money-back policy if not satisfied.
7. Provide student individual photo package samples.

Proposer's Initials: _____

Mandatory Requirements**Fall Pictures:**

1. Preprinted sales flyers are to be provided by the contractor.
2. Every child is to be photographed, regardless of portrait picture package purchase.
3. A minimum of three (3) portrait picture packages should be made available to all students. At least one (1) portrait package should be priced available to needy or disadvantaged families.
4. Fall pictures are administered on a pre-pay basis.
5. Contractor should provide enough photographers to complete services in one day.
6. Fall pictures should be completed and distributed on or about October 31st.
7. A make-up day shall be required. The make-up day should be scheduled after the distribution of fall pictures.

Preschool and Elementary Schools – Proposals to include the following:

1. Ability to process classes quickly.
2. Student planner option provided.
3. Staff pictures at no charge; staff group photo at no charge.
4. Classroom group photos.
5. Five (5) sets of sticker pictures.
6. CD for loading pictures.

Middle School Grade 5 and 6 - Proposals to include the following:

1. Three (3) sets of complimentary PVC student ID cards.
2. Ability to process classes quickly.
3. Student planner option provided.
4. Staff pictures at no charge; staff group photo at no charge.
5. CD for loading pictures.

Middle School Grade 7 and 8 – Proposals to include the following

1. Three (3) sets of complimentary PVC student ID cards, with barcodes.
2. Ability to process classes quickly.
3. Student planner option provided.
4. Staff pictures at no charge; staff group photo at no charge.
5. CD for loading pictures.

Yearbook/Memory Book

1. Proposals should include information pertaining to the sale and production of an annual yearbook/memory book.
2. Specifications and pricing for an annual yearbook/memory book for the school year ending June 30, 2020, should be provided.
3. A timeline for the production of the yearbook/memory book should be included.
4. Yearbook/memory books should be completed and distributed to students on or about April 15th of each year.

Commission

1. The commission structure for the school year ending June 30, 2020, should be provided. Include a description of the incentive program(s) and the gross sales percent available to the district.
2. The timeframe for payment remittance of commissions should be included within the proposal.

Proposer's Initials: _____

Other

1. Complimentary ID cards for each student that will work in conjunction with the National Center for Missing and Exploited Children.
2. Complimentary portrait package should be available for teachers and staff members.
3. The contractor should provide the district an electronic format of all pictures taken. The pictures will be utilized for the student information system, including library, school lunch, and student management software.
4. Protection of student data provided by schools to the company from unauthorized access or loss.
5. Protection of unauthorized access to online images available for viewing and ordering.
6. Data security program for credit card payments.
7. Neither the school buildings nor MPS should be involved with the collection of NSF checks unpaid or unreturned photographic services, etc.

Desired Services

1. Parents have the ability to pay on credit, order by phone, or pay on-line.
2. Electronic forms of student and staff images within ten (10) business days of picture day.
3. Vendor to coordinate/administer all picture taking activities with minimal assistance by school secretaries.
4. Responsive technical support.
5. All photos are to be unconditionally guaranteed. The parents may reject any or all photos that they feel are of poor quality and it shall be the photographer's responsibility for retakes at no additional cost. All refunds are to be handled through the photographer, who will provide forms to be completed by parents.
6. The photographer must return at a later date for retakes at no additional cost. Retake photos must be uniform with similar head sizes, centering, and background.
7. Reorders will be handled through the photographer as indicated by directions included in the picture envelope.
8. Partial packages will not be sent to the school. Students not receiving a package but who have paid, will have their pictures taken on Retake Day.
9. Describe any value added services available.

IF THE SELECTION COMMITTEE SHOULD CONCLUDE AFTER AN INITIAL REVIEW OF THE SUBMITTED PROPOSALS THAT ONE OR MORE OF THE MANDATORY REQUIREMENTS ABOVE ARE NOT MET, THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER.

Multiple awards

MPS reserves the right to award to multiple vendors.

Presentations/Interview

Proposers may be required to make an oral presentation or be interviewed. Such presentations or interviews provide an opportunity for the vendor to clarify their proposal and to ensure mutual understanding of the requirements.

Proposer's Initials: _____

EVALUATION CRITERIA AND SELECTION

Proposals will be reviewed and evaluated based upon the following factors, each of which has equal weight except Provision of Samples which has a weight of 5 points:

- A. Experience with services of this nature
- B. References
- C. Compatibility of services
- D. Competitiveness of price proposal
- E. Provision of samples

Manchester Public Schools (MPS) shall select the vendor 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.

Manchester Public Schools retains the right to request any additional information pertaining to the ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure that services are provided in a satisfactory manner.

Proposer's Initials: _____

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

PROPOSER INFORMATION

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

ADDRESS: _____

SIGNED BY: _____ TITLE: _____
(Authorized Signature)

NAME: _____ DATE: _____
(please print)

TELEPHONE: _____ FAX: _____

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

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

Proposer's Initials: _____

**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.

Signed

Name

Date

Title

Telephone

Street Address

Fax

City/State/Zip Code

Proposer's Initials: _____

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

 Legal Name of Vendor

 Street

 City/State/Zip Code

 Date

Subscribed and Sworn to before me on this

_____ day of _____ 20____

 Notary Public

Proposer's Initials: _____

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

Proposer's Initials: _____

**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 PreK – Grade 8 School Photography Services 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

Proposer's Initials: _____

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

REFERENCE SHEET – REQUEST FOR PROPOSAL

NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE NUMBER

NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE NUMBER

NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE NUMBER

NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE NUMBER

Proposer's Initials: _____

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

PRICE PROPOSAL

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

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

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.

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

A la Carte Pricing for:

SY 19-20

8 x 10 Portrait with name and grade	\$_____
5 x 7 Portraits with name and grade	\$_____
3 x 5 Desk Size with name and grade	\$_____
2 x 3 Wallets with name and grade	\$_____
8 x 10 Digitally Bordered Class Picture	\$_____
Digital Download Option	\$_____

Packages, at least 3 options including an option for needy or disadvantaged families:

Package Title	Components	Pricing

Proposer's Initials: _____

Please state whether parents have the option to create their own packages, how that works, and what the cost is to the parent.

LEGAL NAME OF VENDOR: _____

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

Proposer's Initials: _____