



STUDENT PHOTOGRAPHY VENDOR APPLICATION 2024-25

Federal Way Public Schools is accepting vendor applications May 13, 2024 through May 24, 204 for student photography services. It is the District's intent to create an approved vendor pool. The term of any resulting award/s for service will begin July 1, 2024 through June 30, 2025.

Photography Services include:

- Elementary School Individual Student Pictures, Class Pictures and Optional Student ID Cards
- Middle & High School Individual Student Pictures and Student ID/ASB Cards
- Sports
- Dances
- Graduation

Vendors who are interested in providing any or all of the above photography services to Federal Way Public Schools must:

1. Read the complete Student Photography Application 2024-25. These are the District standards by which all vendors must comply in order to be an approved photography provider.
2. Complete, sign and return the Application and all required forms.
 - a. Return all pages of the application
 - b. Sign the certification page and all noted signature blocks
 - c. Complete and return the Student Photography Pricing Sheet 2024-25
 - d. Complete and return the incentives page outlining vendor provided incentives (products supplied to schools at no cost)
3. Return all application submittal pages via email to LSHORE@FWPS.ORG by May 24, 2024.
4. Receive approval from the Purchasing Department PRIOR to contacting any schools about providing services.

Submissions will be reviewed for compliance with the stated specifications. Vendors will be notified if applications result in the approval to provide services. Inclusion in the approved vendor pool is not a guarantee or promise that a service contract will be awarded.



APPLICATION CERTIFICATION: The signature on this Application certifies that the Contractor has read the Scope of Work in its entirety, is authorized to sign on behalf of the Contractor, and agrees to furnish the requested supplies or services in accordance with this Application. **All signatures must be in ink.**

Purchasing Official: **Lynn Shore, Buyer**

Phone: 253-945-2051

Email: LSHORE@FWPS.ORG

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

AUTHORIZED SIGNATURE _____

NAME (TYPE OR PRINT) _____

TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

Vendor is submitting an application for:

Type	Yes	No
Elementary School Individual, Class Pictures & Optional Student ID Cards		
Middle & High School Individual Pictures and Student ID/ASB Cards		
School Sports		
School Dances		
Graduation		



Please provide the following:

Contractor's Customer Service Number:

Assigned Local Representative's Name:

Assigned Local Representative's Direct Email Address:

Assigned Local Representative's Direct Phone Number:

Contractor's Ordering Website Address:



CONTRACTOR SCOPE OF WORK

The photography services covered by this solicitation are for Federal Way Public School's students, enrolled in kindergarten through twelfth grades, approximately 21,000 students in 38 schools. There are a few differences between the elementary school, middle school and high school requirements. Please pay special attention to these differences.

To be considered as a Contractor Applicant, the Contractor must agree to comply with the following specifications:

3.1 GENERAL REQUIREMENTS ALL SCHOOLS:

- A. Every student will be photographed for school records. Schools will require August through October photography services for Individual Student Photos. Retakes may extend into November in extreme situations with approval of the building principal.

Contractor must provide a website for pre-payment of pictures. Pictures must be available to purchase until June 1st of the current school year. Additional charges for late orders placed more than 2 business days after picture day are allowed. Late orders will be shipped directly to the customer. Contractor must have the ability to provide an internet ordering website that details available picture packets options and related pricing.

Contractor must accept credit cards as a form of payment and be compliant with PCI Data Security Standards.

- B. Contractor must provide announcement fliers for each school with photo date specified for students to take home. At least fifty (50) additional fliers above the school enrollment must be provided. Fliers are to be bundled in groups of 30 and delivered to each respective school at least two (2) weeks prior to the scheduled picture date. Schools that will be mailing flyers may require more than 2 weeks lead-time. Contractor will work with each school to meet their individual deadline needs. Flyers shall be available in both English and Spanish.
- C. Packet prices shall include applicable sales tax.
- D. Federal Way Public Schools will import the pictures into various software applications. Photos may be submitted in secure format digitally or submitted via CD/DVD media. This secure FTP website shall be password protected with a user name and password. The pictures must be in a JPEG format. Photos must be in portrait layout in a 4X5 width/height ratio. Minimum dimensions are 100 pixels by 125 pixels. It is the district's preference for the contractor to provide a secure FTP website from where photos can be downloaded after picture day. CD/DVD media submissions will require a District form submitted with the media. This form will be provided to awarded Contractors.



- E. Contractor shall provide, upon request, a secure method to upload student roster and other data transfers to protect student privacy and Personally Identifiable Information (PII).
- F. Contractor shall provide at a minimum of two (2) photographers and one (1) assistant for clerical/collection duties. The school will have the final say and approval of the Contractor staffing of photographers and clerical staff. FWPS staff or students are not allowed to handle any collection of monies. Confirmation of ASB payments will be made by Contractor staff using school supplied student lists.
- G. All photographs shall be in color using Professional Grade Photography paper. **No exceptions.** Each packet shall have a glassine or equal protective window to facilitate student identification.
- H. All pictures shall have same neutral background selected by each school.
- I. Contractor must provide a toll-free telephone number or accept collect calls. Contractor must have an assigned local business representative readily available for parent inquires by telephone.
- J. Duplicate packets of original pose must be available upon request by parents. Contractor will sell these directly to parents and mail directly to parents.
- K. In the event that the package is not delivered, or that the parent is not satisfied, the Contractor shall issue a full refund within a thirty (30) day calendar period. Retakes may be substituted for a refund at the parent's discretion.
- L. The contractor shall assume responsibility for reimbursement of charges to parents for the undelivered or unsatisfactory pictures.
- M. On the day that the picture packets are returned to each school, each child that paid for pictures shall receive a packet or an explanation. (Some may obviously be retakes.)
- N. Retakes are to be allowed for non-satisfactory pictures at the request of the principal or parent. Student must return original packet prior to retake sitting. Students absent on initial picture day or new students will also be photographed on retake day.
- O. Contractor must provide clean combs for student use. When a student chooses to use a comb, that comb is to become the property of the student.



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- P. Contractor to mutually establish a schedule for sittings and packet notification. Sittings are usually scheduled for the months of late August, September and early October. A meeting with the Contractor and Building Principal and/or Principal Designee will be schedule to determine the most acceptable picture-taking schedule.
- Q. Fundraising or Rebates based on picture sales are NOT allowed.
- R. Payment: The District takes no responsibility for payment for pictures and or services rendered by the Photographer. All financial transactions will occur between the Photographer and the parent/guardian purchasing pictures. The District will not be responsible for non-payment, nor are we able to support the photography company in attempting to collect funds. Contractor shall assume responsibility for reimbursement of charges to parents for the undelivered or unsatisfactory pictures.
- S. Contractor shall take adequate time with each student being photographed and provide adequate lighting for good quality photos.
- T. There will be no Contractor name or product advertising shown on the front of student or group pictures.
- U. A local representative must be assigned to the Federal Way Public Schools account. The representative must have been involved in the planning, processing, ordering and execution of student photography for public schools for no less than two (2) years. The District reserves the right to request different representation or photography staff at any time for any reason deemed necessary by the District.
- V: If a school opts to provide volunteers to assist the photographers, photographers shall provide a complimentary picture package to each volunteer. The number of volunteers will be jointly determined by the principal and the Contractor. At no time will volunteers be responsible for handling money.
- W: Contractor shall provide picture ID "mug" books for each school. Mug books must be separated by grade level and staff. Students and staff may not be mixed on pages, and grade levels must not be mixed. Each student must be accurately and clearly labeled with grade level indicated on the page. A separate typed index of student names must also be provided. Mug book picture size shall be a minimum of 1.625 inches by 1.75 inches. Mug books must be delivered 3 weeks after retake day.
- X: Packets must be returned sorted as directed by the school. Examples: Alpha by grade. Alpha by teacher/class.
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- Y: WA State law requires school districts to complete a thorough background check, including fingerprinting, of anyone who may have regularly scheduled, unsupervised access to children. Approved Contractors must have all staff that are physically servicing Federal Way Public Schools, including any subcontractors, complete a Vendor/Contractor Application and a Fingerprinting Information Form. Contact the District Security Department at 253-945-2290 to obtain the forms and once the forms are completed, schedule a fingerprinting appointment. Do not return the security forms via email, the forms must accompany your staff during their scheduled appointment. Vendor staff that pass the background check process will be given a District ID card indicating that they are a vendor. Vendor ID cards are valid for a period of two years and must be presented as ID during each school visit. It is the Contractor's responsibility to ensure compliance and completion of this requirement.
- Z: District Wide ID Card instructions (Suicide Hotline). Plastic identification and/or ASB cards shall be provided for all students enrolled at each secondary school and for elementary schools (by request). The cards must be created on the first original picture day. The design on the cards shall be determined by the school administration and will include the following 988 logo and information on the back of each card. A digital file of the information below will be provided to approved Contractors.

HELP IS AVAILABLE



King County Crisis Connections

1-866-427-4747

3.2 ELEMENTARY SCHOOL OFFICE ADDITIONAL REQUIREMENTS:

- A.** Contractor shall provide, at a minimum, four (4) picture ID "mug" books for each elementary school.



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- B.** Contractor shall provide student ID cards at the principal's request. Picture size shall be 1-1/8" x 1-7/8" with two-color plastic laminated card. School shall be allowed to select design and color to match school preferences. List of student names and ID numbers shall be provided to contractor.

3.3 ELEMENTARY SCHOOL GROUP PHOTOS ADDITIONAL REQUIREMENTS:

- A. Minimum size of group photos shall be 8" x 6-1/2" size.
- B. Group photos must have school name and student names in bottom margin of photos, not included in photo area.
- C. These Group photographs may be sold on a prepaid basis, with only students with advance payment to receive photo pictures.
- D. Contractor shall provide one (1) each 11"Wx17"H staff group photo for each individual school. Contractor shall provide one (1) book for each school of all class group photos. Photo album shall be approximately 10"W x 7"H.
- E. Group photos may be scheduled in the fall at the same time as individual pictures or in the spring. Pictures shall be returned to the school within **three (3) weeks** of group photo picture day.

3.6 MIDDLE AND HIGH SCHOOL OFFICE ADDITIONAL REQUIREMENTS:

- A. Contractor shall provide student ID (ASB) card, picture size shall be 1-1/8" x 1-7/8", with two-color plastic laminated card. An ID card making machine shall be brought to picture day and student shall be given their ID card immediately after their picture is taken. School shall be allowed to select design and color to match school preferences. List of student names and ID numbers shall be provided to Contractor. This machine will be left at the school at the end of picture day for use during the 1-year award term. Hardware and software support for the ID card machine will be provided by contractor.
- B. Contractor shall provide blank ID cards for school to create new ID cards for lost cards and new students.
- C. Contractor shall embed an "ASB" designation on the ID card for students who have paid their ASB fees. Contractor shall supply extra ASB labels for future use.
- D. Contractor shall provide, at a minimum, Eight (8) picture ID mug books for High Schools and Four (4) picture ID mug books for Middle Schools.



- E. Federal Way Public School yearbook staff submit yearbook photos to their contractors via digital media. The yearbook advisor must have the ability to download the pictures from a CD, DVD or secure FTP website with resolution up to 600x800. The secure FTP website shall be protected with a user name and password for security purposes. Student must be listed alphabetically by grade level. Staff photos must be separate from student photos.
- F. CD's or DVD's must be formatted for use with the current yearbook company and be PSPA (Professional School Photographers Association) compliant.
- G. Contractor must provide one (1) yearbook photo labeled with student name and be die cut. Size shall be minimum 1-1/2" x 1-7/8" or 1-5/8" x 1-3/4". Pictures must be sorted alpha by grade level.



CONTRACTOR PROFESSIONAL REFERENCES

- A minimum of (2) two references are required. Contractor must show evidence of completion within the last two years of at least two contracts involving work with school districts within the State of Washington. FWSD student populations equate to approximately 21,000 students with a total of 38 schools.

General Student Population Information:

FWSD Elementary Schools Average Population: 445

FWSD Middle Schools Average Population: 739

FWSD High Schools Average Population: 1,467

Reference #1:

School Name: _____

District Name / City: _____

Contract Term Dates: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Reference #2:

School Name: _____

District Name / City: _____

Contract Term Dates: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____



Federal Way Public Schools Synergy™ Student Photo Submission Requirements:

Photos may be submitted in secure format digitally or submitted via CD/DVD media. This secure FTP website shall be password protected with a user name and password. For the photos to be bulk imported into Synergy SIS, the digital media or CD/DVD from the photographer must follow the requirements below:

- **IMAGE SIZE:**
Photos must be in portrait layout in a 4X5 width/height ration. Minimum dimensions are 100 pixels by 125 pixels.
- **COLOR FORMAT:**
24-bit images are recommended, but 16-bit may be used, also.
- **FILE TYPE:**
Photo files must be in the Portable Network Graphic (*.png) format.
- **STORAGE MEDIA:**
Photos may be submitted in secure format digitally or submitted via CD/DVD media.
- **FILE NAMING:**
Photo files must be named by the District’s Student ID Number, followed by a period (.), followed by the **png** three letter extension. The photo file name (everything before the period) may not contain any spaces or non-numeric characters. Photo file names (everything before the period) may not contain leading or trailing zeroes.

Examples:

<u>District Student ID Number</u>	<u>Valid Photo File Name</u>
987123	987123.png
<u>District Student ID Number</u>	<u>Invalid Photo File Names</u>
987123	987123.pngs
987123	00987123.png
987123	987123(1).png

- **STAFF PHOTOS:**
If Staff Photos are included on the CD or DVD, they **MUST** be, at least, in a separate directory/folder from the Student Photos and/or clearly labeled as STAFF. Staff photos may be on separate media.
- **SUBMISSION COMPLIANCE:**
CD/DVD media submissions will require a District form submitted with the media. This form will be provided to any awarded Contractors. All Contractor submissions, regardless of the media choice, not meeting all the requirements noted in this attachment will be rejected with an expected return date for compliance and corrections back to the District of five (5) business days (Monday through Friday).



**FEDERAL WAY PUBLIC SCHOOLS
STUDENT PHOTOGRAPHY FOR THE 2024-25 SCHOOL YEAR**

**FEDERAL DEBARMENT AND SUSPENSION
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT
FOLLOW)**

In submitting the application to provide products and/or services as outlined in the attached specifications the prospective Contractor certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from Federal procurement actions by any Federal Department or Agency. The prospective Contractor further agrees by submitting this form that it will inform any and all subcontractors of this requirement and document such notification. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of an award or cancellation of purchase orders and personal services agreements. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant’s Responsibilities.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

City, State, Zip Code: _____

Date: _____



CONTRACTOR INCENTIVES:

Please list below all products and/or services that would be inclusive at no cost with a student picture package award. These incentives should be non-monetary, useful to the school/classroom only and not previously included in any of the described Scope of Work.

Examples include: student certificates, photo stickers, staff group picture, posters of school activities/organizations, hall passes, parking passes, visitor passes, calendars, banners, entire school photograph. Please note that complimentary individual staff photo packages cannot be accepted.



GENERAL TERMS AND CONDITIONS

1. **AUTHORITY:** This is written in accordance with R.C.W. 28A.335.190 and the applicable policies of Federal Way Public Schools.
2. **COMPLIANCE:** In the performance of an award that results from this solicitation, the Contractor must comply with all federal, state, and court regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable taxes.
3. **TAXES:** Federal Way Public Schools is exempt from Federal Excise Tax. The District is required to remit Washington State Sales Tax including purchases outside of Washington where no sales tax is collected. Items purchased for fund raising purposes will be exempt from Washington State Sales tax under RCW82.04.3651.
4. **DELIVERY:** Quoted prices are to be FOB Destination and shipping is to be prepaid and included, all items ordered may not be delivered to the same address within the District. All merchandise is subject to inspection and acceptance by District personnel before final payment.
5. **PACKING LISTS:** Packing lists must accompany all deliveries and include Contractor's name, purchase order number, item number, unit of purchase, quantity shipped and quantity backordered. Packing lists are not considered invoices.
6. **PAYMENT:** Federal Way Public Schools' payment terms are NET 30. Invoices should be reviewed for accuracy to reflect information and pricing as proposed. At discretion of the District, partial payments will be made for partial deliveries.
7. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of an award resulting from this solicitation, the Contractor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.
8. **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to Federal Way Public Schools, or any of its officers, authorized agent or official, at reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this award.
9. **SUITABLE MATERIALS:** Unless otherwise specified, all materials, supplies or equipment offered in the solicitation shall be new, unused, of the latest edition, version, and model or of recent manufacture. All products offered shall meet or exceed the applicable requirements of OSHA and WISHA.
10. **FIRM OFFER:** For the purpose of award, offers made in accordance with this solicitation, must be good and firm for a period of a (1) one-year award term.
11. **EXTENSION OF PRICES:** In case of error in the extension of prices in the solicitation, the unit prices will govern.



12. **SOLICITATION PREPARATION COSTS:** Federal Way Public Schools is not liable for any costs incurred by the solicitation preparation.
13. **SOLICITATION REJECTION:** Federal Way Public Schools reserves the right to reject any or all proposals, and to waive informalities or irregularities in any submission. No faxed or "postage due" applications will be accepted.
14. **ADDENDUMS:** If it is necessary for Federal Way Public Schools to issue an addendum to this solicitation it will be promptly mailed to all interested parties registered with the Purchasing Department. If mandatory pre-proposal meetings are held, the addendum may only be sent to those who attended. All official clarifications or interpretations of the solicitation documents will be by written addendum. Clarification given in any other form will be unofficial. It is the Contractors responsibility to be aware of addendum(s) associated with a solicitation.
15. **AWARD FUNDING:** Contractors are advised that the District anticipates the availability of funds for this solicitation. Quantities identified are the **estimated** number of each item needed and will be used in the proposal evaluation process; however, the District reserves the right to increase or decrease actual quantities ordered. Unit pricing must be valid regardless of quantity ordered. Individual items may be awarded individually.
16. **ASSIGNMENT:** Assignment of the rights and duties under an award or Purchase Order resulting from this solicitation, is not permitted unless authorized in writing by Federal Way Public Schools Purchasing Department.
17. **FORCE MAJEURE:** (Impossibility to perform) The Contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this agreement, if that failure default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the Contractor. For the purposes of this solicitation, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
18. **LATE SUBMISSIONS:** Late submission are those received after the deadline date for the receipt of the applications **AND WILL BE REJECTED.**
19. **AWARD EXTENSION:** Unless otherwise provided in the solicitation, Federal Way Public Schools and the successful Contractor agree: (1) any holding over of the award excluding any exercised renewal options will be considered as a month-to-month extension with all other terms and conditions remaining in effect and (2) to provide written notice to the other party of intent to cancel the month to month extension at least thirty (30) days before the desired date of cancellation.



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20. **DEFAULT:** In case of default by the Contractor, for any reason whatsoever, Federal Way Public Schools may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
21. **HOLD HARMLESS:** The Contractor will indemnify, hold harmless and defend the school district, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this award.
22. **JURISDICTION:** This solicitation has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this award shall be governed by the laws of the State of Washington, King County, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this solicitation or any provisions thereof shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in King County, Washington.
23. **ORDER DOCUMENTS:** Federal Way Public Schools is not bound by a Contractor award signed by a person who is not specifically authorized to sign for Federal Way Public Schools.
24. **BILLING INSTRUCTIONS:** Invoices must be billed to the invoicing address shown on the Purchase Order and not to the Purchasing Department. Federal Way Public Schools will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to Federal Way Public Schools, Accounts Payable Department.
25. **COPYRIGHT PROVISIONS:** Unless otherwise provided, all Materials produced under this award shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Federal Way Public Schools. Federal Way Public Schools shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title and interest in Materials, including all intellectual property rights, to Federal Way Public Schools effective from the moment of creation of such Materials. Materials means all terms in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
26. **SAMPLES:** In some cases, samples are requested to be furnished by the Contractor at no charge to the District to determine acceptability of any item. All samples must be labeled with Contractor's Name.
27. **SOLICITATION CHANGES OR WITHDRAWAL:** All changes and erasures must be made before submitting the application. Contractor may not withdraw their submission after the submission date.
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28. **BID BOND:** A bid bond is not required.
29. **PERFORMANCE BOND:** A performance bond is not required.
30. **INSURANCE:** The following insurance is required and must be kept in force during the term of the award. All required insurance must be in place prior to the start of any work. Federal Way Public Schools shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. **Federal Way Public Schools must be named additional insured with endorsement provided.**

Commercial General Liability

- a. Written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and
- b. \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not limited to: blanket contractual, products/completed operations, broad form property damage, explosion, collapse and underground (XCU) if applicable and employer's liability.

Professional Liability Insurance

Limits no less than \$1,000,000.00 per occurrence.

31. **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The Contractor shall not use or disclose any information concerning Federal Way Public Schools, or information which may be classified as confidential, for any purpose not directly connected with the administration of this award, except with prior written consent of Federal Way Public Schools, or as required by law, during the term of this award and beyond.
32. **SEVERABILITY:** The provisions of this award are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this award.
33. **CONTRACTOR EMPLOYEES-ACCESS TO CHILDREN:** The Contractor is prohibited from employing any person who may have contact with children at public schools during completion of this award who has pled guilty to or been convicted of crimes listed in R.C.W. 26A.400.330. Failure to comply with this section shall be grounds for immediate termination of this award.
34. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form is attached. This form is an integral part of this solicitation and must be completely filled in, signed and returned as part of the application package in order to be considered as a qualified Contractor.



35. TERMINATION FOR CONVENIENCE:

Except as otherwise provided in this agreement, this agreement may be terminated for convenience, in whole or in part with 60 days written notice. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered, received and acknowledged by both parties.