

**BID PACKAGE
PHOTOGRAPHY
AVON, CT**

April 1, 2019

INVITATION FOR BID
STANDARD INSTRUCTIONS
BID FORM
NON-COLLUSION AFFIDAVIT
SCOPE OF SERVICES
AGREEMENT (SAMPLE)

Kim Schlosser
Purchasing Agent
34 Simsbury Road
Avon, CT 06001

**INVITATION FOR BID
PHOTOGRAPHY
AVON, CT**

One (1) original and two (2) copies of sealed bids for the above named project will be submitted to the Board of Education, 34 Simsbury Road, Avon, CT 06001 on April 24, 2019 at 2:00 pm at which time they will be publicly opened and read aloud.

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

Kim Schlosser
Purchasing Agent
Board of Education

PHOTOGRAPHY
STANDARD INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION**

The Board of Education is soliciting bids for the above named project. It is the intent of the Board of Education to hire a Contractor or Contractors, herein after the “Contractor,” to provide these services.

If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail. This contract is for a three-year period; however, year one is considered probationary and the Board retains the right to reject the vendor based on performance. Additionally, the Board of Education reserves the right to continue the work beyond the third year of the contract based upon performance of the vendor that is satisfactory to the Board of Education. The decision as to whether work is satisfactory lies solely with the Board of Education.

2. **KEY EVENT DATES**

Invitation for Bid Issued	4/1/19
Public Bid Opening	4/24/19 – 2:00 pm
Bid Awarded	Within 90 Days
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. **OBTAINING BID DOCUMENTS**

Specifications and bidding documents may be obtained from the Board of Education, 34 Simsbury Road, Avon CT, or from the Board of Education’s website at: www.avon.k12.ct.us under District then Request for Proposal.

4. **BID SUBMISSION INSTRUCTIONS**

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Board of Education – Photography". If forwarded by mail or courier, the sealed envelope must be addressed to "Board of Education, 34 Simsbury Road, Avon, Connecticut 06001". Bids must be at the office of the Board of Education prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid is considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.

PHOTOGRAPHY
STANDARD INSTRUCTIONS TO BIDDERS

- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation for Bid have been accepted.
- G. The Board of Education reserves the right to waive any minor informality in a bid when such a waiver is deemed to be in its best interest to do so.

5. **QUESTIONS**

Any questions on the Board of Education's locations should be directed to: Heather Michaud, 860-404-4707.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to either by email to hmichaud@avon.k12.ct.us - fax: (860) 404-4704, or by mail: Board of Education, 34 Simsbury Road, Avon, CT 06001. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Board of Education will arrange an addendum, which shall be made a part of this Invitation for Bid and the resulting contract, all questions received as above provided and decisions regarding each.

6. **PRESUMPTION OF BIDDER BEING FULLY INFORMED**

At the time the first bid is opened, each bidder is presumed to have read and be thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. **PRE-BID CONFERENCE**

None.

8. **INTERPRETATION OF ACCEPTABLE WORK**

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Board of Education. The Board of Education will issue any substantive changes or interpretations in writing as an addendum.

PHOTOGRAPHY
STANDARD INSTRUCTIONS TO BIDDERS

9. **TAX EXEMPTIONS**

The Board of Education is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

10. **AWARDING THE BID**

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

The lowest priced bid is NOT the sole determining factor when awarding this bid, as the Board of Education reserves the right to negotiate with the bidder that is preliminarily selected. That bidder is the person or firm who is qualified and competent to do the work, whose past performance of work is satisfactory to the Board of Education and whose bid documents comply with the procedural requirements stated herein.

11. **REJECTION AND/OR CANCELLATION OF BIDS**

The Board of Education reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest.

12. **BID BOND**

A Bid Bond is not required with this bid.

13. **PERFORMANCE BOND**

A Performance Bond is not required with this bid.

14. **AGREEMENT DOCUMENTS**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The Scope of Work
- Any Addenda, if issued

END OF STANDARD INSTRUCTIONS TO BIDDERS

**BOARD OF EDUCATION – BID FORM
PHOTOGRAPHY
34 Simsbury Road
Avon, CT 06001**

4/24/19

BID of _____ (hereinafter called “BIDDER”, a corporation or limited liability company organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____ shall provide Photography services in accordance with the rates listed below:

Photo Packages/Photo Reproduction/Other Photo Item Types – Please use separate sheet

Any other costs related to the provision of these services – Please use separate sheet

***See Scope of Work for list.**

The undersigned submits this Bid without collusion with any other person, firm or individual.

Witness: _____

Signature: _____

Date: _____

Name: _____
(print or type)

Title: _____

Firm: _____

Address: _____

Telephone: _____

E-Mail: _____

END OF BID FORM

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Education or any other person interested in the proposed CONTRACT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Board of Education, whose salary or compensation is payable in whole or in part by the Board of Education is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 20__

Title

My Commission expires _____, 20__

PHOTOGRAPHY

SCOPE OF WORK

A. Individual School Pictures

Individual student and staff pictures shall be taken by the Board photographer at no charge. The Board photographer for the specified contract year(s) must work under the following conditions:

- a. The Board photographer will schedule photography sessions at each school during the school day.
 1. Individual “school pictures” will be taken for approximately 3,150 students, grades Pre-K through Grade 11 at no charge.
 2. Senior class pictures will be taken for approximately 275 students at no charge.
 3. Individual staff pictures will be taken for approximately 550 staff members at no charge.
 4. Class pictures will be taken for approximately 75 classes at no charge.
- b. The Board photographer will schedule at least one re-take session per school during the school day. These re-take sessions will be at no charge.
- c. The Board photographer will provide proofs of all pictures to families at no charge.

B. Digital Pictures

- a. The Board photographer will provide a digital file per specifications communicated by the Board annually at no charge.
- b. The Board photographer will provide a digital file per specifications communicated by each school yearbook club/committee at no charge.

C. Yearbook Pictures

Official yearbook pictures shall be provided annually, as specified by each school yearbook clubs/committees. Individual school pictures detailed in Section A must satisfy data formats communicated by the individual school yearbook club/committees.

The Board photographer for the specified contract year(s) must work under the following minimum conditions for all Senior Portraits:

- a. The Board photographer will schedule an opportunity for each member of the senior class to be photographed at the school, during the school day, as dictated in Section A for the basic yearbook sessions. These sessions will include at least three poses. Such in school sessions will be at no charge.
- b. The Board photographer will distribute to each member of the senior class an information sheet describing:
 1. The schedule for having in school photographs taken.
 2. Additional voluntary on location or in studio opportunities.
 3. The rules of dress and appearance.
 4. The deadline by which to be photographed.
 5. The cost to purchase finished photographs for students and family.
 6. Any deposits required and the method of completing payments.
 7. A complete price list must accompany any proposal submitted.

D. Student Pictures & Purchasing

There will be no fees for in school student photography sessions at any school (basic session, suitable for the yearbook as noted in Section C, Yearbook Pictures). There will also be a Budget Package consisting of 1-8x10, 1-5x7 and 4 wallets, offered to families for purchase. No minimum purchase will be required for any student pictures. A complete price list must accompany any proposal submitted.

E. Activities

The Board photographer will provide coverage for the following minimum activities at no charge. Additionally, the Board photographer is required to adhere to data standards and deadlines communicated by each school yearbook club/committee for Activities.

1. Team Pictures for all Avon High School and Avon Middle School teams.
2. Team Captain Pictures for all Avon High School teams.
3. Team Senior Pictures for all Avon High School teams.
4. Team Candid Pictures for all Avon High School and Avon Middle School teams. The photographer will provide no less than 25 good action pictures per team.
5. Sports Events: A minimum of 1 home game, meet, match, etc. of all existing sports at the school. If additional photos are needed, the photographer will cover the needed events at no additional cost.
6. Tournament games, if the school is competing.
7. The Board photographer agrees to spend one day or two half days at the school photographing individual student activities groups and clubs.
8. Theater and musical performances, including at least one full cast or ensemble picture for each group.
9. Prom

The school's will provide the Board photographer with a sports schedule a minimum of two (2) weeks prior to the start of each season, and will give the studio two (2) weeks' notice for any other student activities to be photographed.

F. Prom Pictures

The Board photographer will offer photography services during Prom, at no charge, for the specified contract year(s). A complete price list must accompany any proposal submitted.

G. Re-Sittings / Re-Take

No fee shall be charged during in school re-take sessions.

No fee shall be charged when photographs are technically defective because the studio is at fault.

H. Staff Pictures

Individual staff pictures for approximately 550 staff members. (See Section A.)

I. Deadlines

The Board photographer will develop, with the yearbook clubs/committees, a written list of deadlines. The Board photographer accepts responsibility for missed deadlines due to photographic problems.

The Board photographer agrees to meet all publication deadlines established by the yearbook clubs/committees.

J. Identification Cards

The Board photographer will provide photo identification cards, with bar codes depicting numbering schemas as dictated by the Board annually, to the students at no charge for Avon High School, Avon Middle School and Thompson Brook School, approximately 2,000 students.

The Board photographer will provide identification cards, with bar codes depicting numbering schemas as dictated by the Board annually, to all staff at no charge.

K. Fundraising / Donations

The Board photographer shall provide an estimated dollar amount to be donated to each school student activity fund for each of the specified contract year(s).

L. Student Data Privacy

The Board photographer will sign the Board Student Data Privacy contract.

Interested photography studios may submit a proposal inclusive but not limited to the minimum requirements.

END OF SCOPE OF WORK

PHOTOGRAPHY AGREEMENT

(sample)

This _____ Agreement (the “Agreement”) is entered into the ____ day of ____, ____ (“Effective Date”) by and between the Board of Education, a political subdivision of the State of Connecticut (the “Board of Education”) and _____ corporation located at _____, _____, ____ (the “Contractor”).

WHEREAS, the Board of Education has issued an Invitation for Bid (the “INVITATION TO BID”) for _____ the Board of Education to be performed at various locations in Avon, Connecticut (the “Premises”); and

WHEREAS, the services to be performed by the Contractor are set forth in the INVITATION TO BID (the “Work”); and

WHEREAS, Contractor submitted its Bid to the Board of Education on _____ for the Work in accordance with the requirements and specifications of the INVITATION TO BID; and

WHEREAS, the Board of Education has selected Contractor and the Board of Education and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 9 below. The Contract Documents represent the entire and integrated agreement between the Board of Education and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Board of Education, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the INVITATION TO BID.
5. Term. The term of this Agreement shall commence in 2019 and be in effect until 2022, first year being probationary. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Board of Education.

6. Payment. The Board of Education will pay the Contractor for work completed based upon the unit prices specified on the Bid Form.
7. Insurance. The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant to the Board of Education Manager PRIOR to commencement of work, with the following requirements:
- a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Damage to Rented Premises	\$ 100,000
 - b. Automobile Liability:

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000
 - c. Worker's Compensation, as required by Connecticut State statutes.
 - d. The "Board of Education" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
 - e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A: VII.
 - f. It is desired by the Board of Education that all insurance not be cancelled or modified without thirty (30) days written notice by registered U.S. Mail to: Board of Education, Business Office, 34 Simsbury Road, Avon, Connecticut 06001.
 - g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.
8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Board of Education against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.
9. Contract Documents. The Contract Documents include, without limitation, the following:
- (i) The Agreement;
 - (ii) The Invitation to Bid, including the Scope of Work;
 - (iii) Addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
 - (iv) The Vendor's Bid Submission.
10. Hold Harmless. The Contractor agrees to indemnify and save harmless the Board of Education, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Board of Education, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Board of Education.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Board of Education shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Board of Education, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Board of Education in terminating the Agreement and securing a new contractor.

13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Board of Education's place of business. The Contractor agrees to hold harmless and indemnify the Board of Education in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Board of Education harmless against any claims brought against the Contractor or the Board of Education as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

15. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE BOARD OF EDUCATION

By _____
Heather Michaud
Director of Fiscal Affairs

COMPANY

By _____