

**LEXINGTON PUBLIC SCHOOLS**  
**146 Maple Street**  
**Lexington, Massachusetts 02420**

**HIGH SCHOOL YEARBOOK PHOTOGRAPHY SERVICES**  
**REQUEST FOR PROPOSAL**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
Notice	March 2 and 9, 2017  March 8, 2017  March 8, 2017		Lexington Minuteman Newspaper  <a href="http://lps.lexingtonma.org">http://lps.lexingtonma.org</a> (under Quick Links: LPS Procurement/Purchasing)  COMMBUYS - <a href="https://www.commbuys.com">https://www.commbuys.com</a>
Release of Proposal	March 8, 2017	11:00 a.m.	<a href="http://lps.lexingtonma.org">http://lps.lexingtonma.org</a> (under Quick Links: LPS Procurement/Purchasing) or by email <a href="mailto:dharvey@sch.ci.lexington.ma.us">dharvey@sch.ci.lexington.ma.us</a> or pick up at Business Office/146 Maple Street Lexington, MA 02420 or on COMMBUYS <a href="https://www.commbuys.com">https://www.commbuys.com</a>
Questions Due	March 31, 2017	By 4:00 p.m.	Email at <a href="mailto:dharvey@sch.ci.lexington.ma.us">dharvey@sch.ci.lexington.ma.us</a>
Amendments	April 3, 2017	By 4:00 p.m.	<a href="http://lps.lexingtonma.org">http://lps.lexingtonma.org</a> (under Quick Links: LPS Procurement/Purchasing)
Sporting Events Photos	April 3- April 6, 2017	See Appendix A	
Submittal Date	April 5, 2017	Before 11:00 a.m.	Business Office 146 Maple Street, Lexington
Vendor Presentations	<b>April 25, 2017</b>	Between 9:00 a.m. and 12:00 p.m.	Bidders will be notified by April 7.
<b>Term</b>	<b>July 1, 2017-June 30, 2018 with the possibility of two (1) one year extensions</b>		

All proposals should be sent to:

**LEXINGTON PUBLIC SCHOOLS**  
**Attn: Ian Dailey**  
**Assistant Superintendent for Finance and Operations**  
**146 Maple Street**  
**Lexington, MA 02420**

**LEXINGTON PUBLIC SCHOOLS**  
**146 Maple Street**  
**Lexington, MA 02420**

**RFP 17-2**

**Request for Proposal Two**  
**For**  
**High School Yearbook Photography Services**

The Lexington School Committee is requesting proposals for High School Yearbook Photography Services from July 1, 2017 through June 30, 2018 with the possibility of two (1) one year extensions. Sealed proposals are due at the School Administration Building, 146 Maple Street, Lexington, MA 02420 on **April 5, 2017 by 11:00 a.m.**

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**LEXINGTON PUBLIC SCHOOLS  
REQUEST FOR PROPOSAL**

**FOR  
High School Yearbook Photography Services**

**SECTION 1: GENERAL INFORMATION**

**OVERVIEW**

The Town of Lexington, Massachusetts, acting through LEXINGTON PUBLIC SCHOOLS, the Awarding Authority, invites sealed proposals from vendors for **High School Yearbook Photography Services** for LEXINGTON PUBLIC SCHOOLS located in Lexington, Massachusetts in accordance with the LEXINGTON PUBLIC SCHOOLS High School Yearbook Photography Services RFP included in and incorporated by reference thereto into this Request for Proposal (“RFP”).

**PROPOSAL DOCUMENTS AVAILABLE**

Proposal documents will be made available beginning **March 8, 2017 at 11AM** by the following means:

- Lexington Public Schools website - <http://lps.lexingtonma.org/Page/657>
- COMMBUYS - <https://www.commbuys.com/bsol/>
- By email to [dharvey@sch.ci.lexington.ma.us](mailto:dharvey@sch.ci.lexington.ma.us) and providing the prospective Proposer's Contact Person Name, Company Name and e-mail address.
- By phone to Debbie Harvey at 781-861-2580 x68062
- In person at Lexington Public Schools, 146 Maple Street (GPS: 328 Lowell St.) Lexington, MA 02420. Open M-F 8:00 a.m.-4:00 p.m.

Proposal documents will be e-mailed unless delivery via U.S. Mail if specified by the requestor.

**QUESTIONS**

Direct all questions to Debbie Harvey via email at [dharvey@sch.ci.lexington.ma.us](mailto:dharvey@sch.ci.lexington.ma.us). All questions will be accepted until **March 31, 2017 at 4:00 p.m.**

**ADDENDA**

Any and all such interpretations or modifications for this proposal will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated in the Proposal or Proposal Form. Responses to inquiries that affect all proposals will be issued as addenda. Non-bidding parties will not be issued addenda without a public records request for the addenda after the addenda is issued and should not distribute this for use as an official proposal document, only Lexington Public Schools will issue official proposal documents.

Written addenda issued by Lexington Public Schools will be emailed to all parties that Lexington Public Schools is aware have requested documents using the contact information provided to Lexington Public Schools. All addenda will be posted by April 5, 2017 by 4:00 p.m. Absence of “failure” messages electronically transmitted from addressee’s site will serve as confirmation of delivery of addenda. Proposers should contact Debbie Harvey via e-mail ([dharvey@sch.ci.lexington.ma.us](mailto:dharvey@sch.ci.lexington.ma.us)) or phone (781-861-2580 x68062) if they believe an addendum has not been received. Addenda will also be posted on the Lexington Public Schools website (<http://lps.lexingtonma.org> - under Quick Links: LPS

Procurement/Purchasing) which will be the responsibility of all parties to review.

### **VENDOR PRESENTATIONS**

On **April 25, 2017** in the Upper Level Conference Room at Lexington Public Schools, 146 Maple Street (GPS Address is 328 Lowell Street), Lexington, MA, vendors who submitted proposals will be asked to conduct a 20 minute presentation on their photography services before a Lexington Public Schools' Review Committee. Presentations will begin at 9:00 a.m. The scheduled time of these presentations will be determined after all proposals are submitted. All bidders will be notified of their designated presentation time on or before April 10<sup>th</sup> by email.

**Please Note for Directions:** As you enter the driveway of 328 Lowell St, there will be two buildings side by side, the presentations will be held in the older school building where a receptionist can inform all bidders where the room location for these presentations will be held. After the presentation, the Review Committee will have a chance to ask questions regarding the bidder's program.

## **SECTION 2 - HOW TO SUBMIT A PROPOSAL**

### **A. PROPOSAL SUBMISSIONS**

- i. Sealed proposals must be received, time and date stamped by the official time clock in the Mailroom at the School Administration Building at Lexington Public Schools, 146 Maple Street, Lexington, MA 02420 on April 5, 2017 at 11:00 a.m. Any proposals submitted after 11:00 a.m. on April 5, 2017 will be considered late and will not be accepted for submission for this RFP. No emails or telegraphic proposals will be accepted.
- ii. Proposals will be made available for inspection onsite for a reasonable period of time after all proposals are opened and a determination made on the awarded vendor. RFPs will be opened privately and evaluated. Price Proposals are opened privately after proposal evaluations.
- iii. Unforeseeable Deterrents – If, at the time of the scheduled proposal submission date, Lexington Public Schools are closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal due date will be postponed until 11:00 AM. on the next normal business day.

### **iv. PROPOSAL SUBMITTAL**

Proposals consist of two parts: a Price Proposal and a Non-Price Proposal. In accordance with Massachusetts General Laws (MGL) Chapter 30B, respondents must submit separate Price and Non-Price proposals in separately sealed envelopes. Lexington Public Schools is requesting all price and non-price proposal documents must be copied onto a CD or thumb drive and submitted with proposal.

All school building Price and Non-Price Proposals must be submitted in a separately **sealed envelope** clearly marked with the following information on the front of the envelope.

### **For Price Proposals Envelope:**

**“Price Proposals For RFP #17-2 High Schol Photography Services”**

**Price Proposals:** 3 copies (one original and two photocopies) and one CD or thumb drive with copy of proposal.

**For Non-Price Proposal Envelope:**

**“Non-Price Proposals For RFP #17-2 High School Photography Services”**

**Non-Price Proposals:** 3 copies (one original and two photocopies) and one CD or thumb drive with copy of proposal.

Price and Non-Price Proposals must be signed as follows:

- **If the proposer is an individual**, by her/him personally;
- **If the proposer is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the proposer is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

**B. COMPLIANCE WITH RFP**

Proposers must comply with all requirements of this RFP in order to be eligible for contract award.

Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake in a proposal is evident and the intended proposal is clear on the face of the Price or Non-Price Proposal information, the mistake will be corrected to reflect the intended correct proposal and the Proposer will be notified in writing. The Proposer may not withdraw such a proposal. Lexington Public Schools may reject or a Proposer may withdraw a proposal if a mistake is clearly evident on the face of the Non-Price or Price Proposal Form, yet the intended correct proposal is not similarly evident.

**C. MODIFICATIONS TO PROPOSALS**

A Proposer may correct, modify, or withdraw a proposal by written notice received by the Lexington Public Schools no later than the close of business on the day before the bid opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "RFP #17-2, High School Yearbook Photography Services, Modification No.\_\_\_\_." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the non-price and price proposals or a surrogate so authorized in writing.

After the bid opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of Lexington Public Schools or fair competition as determined by Lexington Public Schools.

**Modification, Addenda And Interpretations**

Any apparent inconsistencies, or any matter seeming to require explanation or interpretation in this RFP, must be inquired into by the Proposer at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal or Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the

Contract Documents and shall be acknowledged and dated on the Proposal or Proposal Form.

Proposals submitted in any manner other than as set forth in this RFP will not be considered by the Awarding Authority. Proposals must be submitted in a sealed envelopes no later than the hour and date as established above for receipt of proposals. Proposals received after that time will be returned to the late vendor unopened.

## **SECTION 3 - AWARD AND CONTRACT**

### **RULE OF AWARD**

**An award will be made as follows:**

Lexington Public Schools will select the most responsive and responsible Proposer submitting the most advantageous proposal, taking into consideration all quality requirements and comparative criteria set forth in this RFP, including the Proposer's experience, staff capacity, references, and plan of services as well as the proposal price.

### **TIE BREAKER**

In the event of a tie, the Lexington Public Schools will flip a coin assigning "heads" to the Proposer whose company name is alphabetically first.

### **TIMEFRAME FOR AWARD**

All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the bid opening or until a contract is executed, whichever occurs first.

### **RESERVED RIGHTS**

Lexington Public Schools reserves the right to:

- Cancel this RFP at any time, with or without notice to prospective Proposers. Reasonable efforts will be made to give timely notice.
- Accept or reject, in whole or in part, any and all proposals as permitted by law.
- Award contract as it deems best serves the interests of the Lexington Public Schools.
- Waive or adjust non-statutory proposal requirements before or after proposal are opened in whatever ways it deems best serves the interests of Lexington Public Schools, while also being non-prejudicial to the interests of fair competition.

### **NON-COLLUSION AFFIDAVIT, M.G.L., CH. 30B**

Any person submitting a proposal for the sale, lease or provision of equipment, supplies or materials of services to any governmental unit as defined in M.G.L., Ch. 30B shall certify that the proposal is made without collusion or fraud with any other person. This certification is to be included with the sealed proposal. Failure to submit such statement will result in the proposal being disqualified.

### **TIE PROPOSALS OR PROPOSALS**

In the case of tie Proposals or Proposals, LEXINGTON PUBLIC SCHOOLS reserves the right to take the award based on the factors outlined in this RFP.

### **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE**

LEXINGTON PUBLIC SCHOOLS reserves the right to reject any or all Proposals or Proposals. They further reserve the right to waive technicalities and formalities in Proposals or Proposals, as well as to accept in whole or in part such Proposal or Proposal or Proposals or Proposals where they deem it advisable in protection of the best interests of the LEXINGTON PUBLIC SCHOOLS.

**TELEGRAPHIC/ELECTRONIC PROPOSAL OR PROPOSAL SUBMITTAL**

Telegraphic Proposal offers sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Proposal or Proposal either by air freight, postal service, or other means.

**CANCELLATION**

Either party may cancel the award in the event that a petition either voluntary or involuntary is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

**PATENT GUARANTEE**

Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless each LEXINGTON PUBLIC SCHOOL, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of the all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by LEXINGTON PUBLIC SCHOOLS.

**TERM**

The Term of the Contract will be July 1, 2017 through June 30, 2018 with an option for two (2) one year extensions, at the sole discretion of the LEXINGTON PUBLIC SCHOOLS.

**TERMINATION OF AWARD FOR CAUSE**

If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful vendor shall violate any of the covenants, agreements or stipulations of the award, LEXINGTON PUBLIC SCHOOLS shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Agency, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful vendor shall not be relieved of liability to LEXINGTON PUBLIC SCHOOLS for damage sustained by LEXINGTON PUBLIC SCHOOLS by virtue of breach of the award by the successful vendor and LEXINGTON PUBLIC SCHOOLS may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due LEXINGTON PUBLIC SCHOOLS from the successful vendor is determined.

**TERMINATION OF AWARD FOR CONVENIENCE**

LEXINGTON PUBLIC SCHOOLS may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or



unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall at the option of each LEXINGTON PUBLIC SCHOOL become its property. If the award is terminated by LEXINGTON PUBLIC SCHOOLS as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

### **TAXES**

LEXINGTON PUBLIC SCHOOLS are exempt from Town, County, State and Federal/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on your Proposal or Proposal. Proposer shall obtain all appropriate tax exemption certificates from LEXINGTON PUBLIC SCHOOLS.

All tax laws must be followed for the sale and purchase of photographs to taxable entities and the contractor is required to collect and make payment for those liabilities.

### **PAYMENT OF TAXES TO THE COMMONWEALTH OF MASSACHUSETTS PURSUANT TO M.G.L., CH. 62C, §49A**

No contract may be entered into with any party that has not filed and paid all taxes required under law. This certification is to be included with the sealed proposal. Failure to submit a statement of compliance with the statute will result in the proposal being disqualified.

### **COMPETITIVENESS AND INTEGRITY**

The collective LEXINGTON PUBLIC SCHOOLS have assigned control of this acquisition process to LEXINGTON PUBLIC SCHOOLS' Business Office identified in the Proposal or Proposal Notice of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Proposal are to direct all communications regarding this Proposal to LEXINGTON PUBLIC SCHOOLS Business Office's email at dharvey@sch.ci.lexington.ma.us. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance. LEXINGTON PUBLIC SCHOOLS' Business Office may refer communications to other participating LEXINGTON PUBLIC SCHOOLS for clarification.

### **FOB POINT**

The FOB point shall in all cases be the destination. If freight is charged to any of the LEXINGTON PUBLIC SCHOOLS, the vendor will prepay and add.

### **PAYMENTS**

Payments will be made for all goods/services delivered within 30 days of receipt and acceptance of delivery.

### **DELIVERY**

The delivery time, as stated in the Proposal, shall be the time required to deliver the complete item after the receipt of the order or award of the Contract. The right is reserved to reject any Proposal

in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/ service is intended.

For the term of this proposal DELIVERY is described to include unloading and movement of the boxes into the school building for all LEXINGTON PUBLIC SCHOOLS members. In some cases on small shipments, a building custodian may be available to help unload. However, under no circumstances shall a vendor assume LEXINGTON PUBLIC SCHOOL employees will be available for unloading. The vendor is responsible for coordination of delivery labor personnel with the trucking company.

## **SECTION 4 - PROPOSAL REQUIREMENTS**

### **A. PERFORMANCE CAPABILITIES**

Although the cost of services is a consideration, LEXINGTON PUBLIC SCHOOLS is concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided in accordance with the proposed High School Yearbook Photography Services RFP documents. The Awarding Authority will select the most responsive and responsible bidder with the best quality of photography services. Lexington Public Schools may approve a studio other than the one with the lowest bid. The decision on which photography service to use will be made by the Lexington Public Schools' Administration and yearbook advisor. The decision of the Administration will be final. An explanation of the decision will not be provided.

### **B. EXPERIENCE**

Proposers must demonstrate competency in the business of providing the services specified in this RFP per the following minimum criteria. Proposers that do not meet these minimum qualifications will not be considered.

- i. Provision of the specified goods/and or services is consistent with normal lines of business.
- ii. Incorporated to do business in Massachusetts.
- iii. Receive favorable ratings from references.
- iv. Vendor shall demonstrate that the services offered are the requested specifications.

### **C. REFERENCES**

Proposers must provide a list of three references for similar services made in the last two years. Two of the references must be parents whose child is from two different high schools and who purchased a senior yearbook package and another reference would need to be a school yearbook advisor who has hired your company for their high school yearbook photography services in the past two years. Any omission will be considered grounds to invalidate the proposer's bid. Use the attached Reference Form to provide your references.

**Poor references may be used as a basis for determining that a  
VENDOR is not a responsible bidder. Lexington Public Schools  
can and will act as its own reference.**

**D. SUBCONTRACTORS**

Proposer must supply a list of sub-contractors used for specialty services, if applicable.

**E. GENERAL INFORMATION**

Lexington Public Schools current enrollment as of February 21, 2017 is 2207 students 9-12<sup>th</sup> grades at Lexington High School. The breakdown is as follows:

Category	Approximate Number of Portraits
Seniors	556
Underclass	1742
Faculty	350
Varsity Sports & Ultimate Frisbee, Junior Varsity Sports & Freshman Teams	32 Teams – Varsity 27 Teams – Junior Varsity 8 Teams - Freshman
Clubs/Activities	144 Clubs/Activities

**Schedule Coordination**

Dates, places and times for underclass and faculty school portraits and retakes are to be coordinated directly with the LHS associate principal, or the principal’s designee. The yearbook advisor oversees all scheduling of portraits and group and candid picture taking for activities and sports, and communicates the information to the editors and school community.

**Provisions provided by LHS**

- i. Provide a space to take portraits and retakes.
- ii. Provide an electronic list of student names and addresses which may **only** be used to mail picture packages.
- iii. Telephone numbers which may **only** be used to contact seniors regarding portrait appointments.
- iv. Schedule activity club picture days.
- v. Schedule sports team day pictures in collaboration with photography studio.
- vi. The 2017 – 2018 Lexington Public Schools School Calendar is enclosed in proposal under Appendix B on Page 25.

**Program Deliverables**

For this contract to be considered complete, the following services must be delivered by the photography studio:

- i. Individual Student Portraits: The portrait must be completed to the satisfaction of each student/parent. These photographs will be sold in packets and will be paid for by the individual student/parent. The studio will be responsible for all mailing of portraits to the student homes.
- ii. Senior Portraits: All seniors should receive the studio's information which must give clear instructions for making an appointment, suggestions for maximizing the portrait session, costs, and the school deadline and specifications for being included in the yearbook. Portraits must be taken in the summer, starting in June. The deadline for portraits is set at the discretion of Lexington High School. Portrait session may be at photographer's studio or at Lexington High School. Studio must schedule at least two on site sessions during the last two weeks of August and first two weeks of September.
- iii. Senior Portraits Taken Gratis: The studio must take a portrait for use in the yearbook only at no cost to the student. The studio will offer at no charge five poses that adhere to yearbook specifications. These specifications are outlined in Section 4c (Specifications for Senior Portraits for Inclusion in the Yearbook). Portraits taken above and beyond the five proscribed yearbook poses are subject to normal sitting fees charged by the studio.
- iv. Affordable Prices: Senior sitting fees and fees for senior and underclass portrait orders must be affordable to the range of students served at LHS.
- v. In case a Senior does not choose a portrait by the deadline, the studio will choose the portrait.
- vi. Underclass Portraits: Underclassmen must be photographed on one day during a four hour period within the first two weeks of school. The studio must provide at least three staff members for student check-in. Additionally, the studio must provide three photography stations which would need to include a photographer equipped with a camera, a backdrop, lighting, and a computer.
  - The manager and the Associate Principal will coordinate the session. A school calendar is included in the proposal.
  - Order envelopes must be sent to the homes of the underclass a week to ten days before class picture day. Additional order envelopes should be available on picture day.
  - Unlimited time to turn in order forms of pictures on or after picture day.
  - No sitting fees may be charged.

- Retakes and make-up picture day must be within four weeks of the original picture day.
  - Students must have an option to pay a nominal fee for underclass photo retouching.
  - Pictures ordered must be mailed home by the studio.
- i. Faculty Portraits: Faculty portraits must be taken gratis. Faculty should have an option to order pictures under the same terms and conditions as underclassmen. The studio will coordinate the time and place with the administration and yearbook advisor. Typically, these pictures are taken on the first half-day of school.
  - ii. Student IDs Picture File for Current School Year: For grades 9, 10, 11 & 12, ID cards must be provided with the following information: including photo, school, name, grade, homeroom, student number and barcode, year of distribution. They must be delivered to LHS, sorted by homeroom, by the end of the 3<sup>rd</sup> week of October.
  - iii. Online Picture Purchasing: All students and faculty must be able to purchase group, team, and candid pictures of sports and activities pictures online at a reasonable rate. Orders and mailing are the studio's responsibility.
  - iv. Digital Images - The following must be AT NO CHARGE and thirty days from the scheduled date of pictures: For the LHS Administration: Two (2) CDs are to be provided free of charge to the administration and must contain all digital images of the students and faculty members. They must be in JPG format. The file name for each photograph must match the student ID number provided by the school. An index of names must be provided.
  - v. DVD Services: If the proposal provides DVD Services, indicate what these services are and the cost of these services on the Price Proposal Form included in this proposal.
  - vi. Photography studio must disclose at the beginning of each school year any group or organization who will be receiving a copy of LHS student or team pictures at no charge.

**Program Deliverables For the LHS Yearbook:**

- i. Underclassmen: - The studio must give the yearbook one PSPA disk of digital images of the underclassmen, in JPG format, sorted in alphabetical order, by class by October 24 of each contracted year. An index of names must also be provided both on the disk and in hard copy.

Retake and make-up pictures must be added to the disk or replace the original picture. New pictures must be worked into the correct alphabetized class sort.

- ii. Seniors: The studio must give the yearbook one PSPA disk of digital images of the senior class, in JPG format, sorted in alphabetical order by October 24 of each contracted year. An index of names must be provided on the disk and in hard copy.
- iii. Specifications for Senior Portraits for inclusion in the Yearbook: A neutral background will be chosen by the yearbook advisor. The following are the requirements:
  - Formal portrait of each student on uniform neutral background provided for yearbook, regardless of poses the student wants for the senior portrait session.
  - Cropping on each photograph should be the same; body should be the same distance from the lens; and head placement within frame of photograph should be uniform as well in order to ensure a consistent look of the senior portrait section of the yearbook.
  - No props in the portraits
  - No hands visible in the portraits
- iv. Faculty: The studio must give the yearbook one PSPA disk of digital images of the faculty in JPEG, sorted in alphabetical order. The disk must include pictures of current staff as well as those from previous years of who did not update their pictures. Pictures of staff who no longer teach at the school must be deleted. An accurate index of names must be provided.
- v. I.D. Cards for All Classes: I.D. Cards must be provided with the information the administration requires printed on them. They must be delivered to LHS and sorted by homeroom. Requests for replacement ID cards will cost \$7.00 each. Emergency replacement ID cards (within 48 hours) will cost \$25.00 each.
- vi. Photography Consultation: Two teaching sessions with the LHS photography staff must be provided. Coaching and critiquing of student photos must be offered.
- vii. Portrait Packages: Include in the proposal submission a copy of your Senior Portraits Brochure and indicating which package is your most popular package. Indicate how many of these portrait packages were bought from your studio during the 2016-2017 school year up to February 1, 2017.
- viii. Sports Pictures:
  - Team pictures and candid photos must be taken of each varsity team and Ultimate Frisbee. All teams are listed on the Athletic website at <http://lps.lexingtonma.org/domain/657>.

- Team pictures must be taken of each Junior Varsity and Freshman Teams. Candid, group pictures, and action shots during games must be taken as directed by yearbook advisor.
- Photography studio will provide 3 to 5 dates for sport team picture days that will take place at the beginning of the school year. Retakes of team pictures will need to be arranged by the team captains or coach on a game day where photographer will be taking action shots if a team cannot participate in a designated team picture day.
- Editor's requests for specific photos (the fans, a kicker, for example) will be communicated through the advisor to the studio. If certain athletes must be photographed, the editors must provide the athlete's numbers to the studio or accompany the photographer to the field to point out which athletes to photograph.
- Photos must be delivered to the yearbook staff midpoint of the season.
- In case more pictures are required, the studio must revisit the team(s) for more photos.
- Candid must be of the athletes in competition, not in practice or warm-ups.
- Club and Activities Pictures: Group pictures and candid must be taken. The advisor will communicate to the yearbook editors' requests for pictures. Typical needs are pictures of the Senate, school plays, Pops and other musical concerts, proms and dances, and specialized dinners like the French club dinner. Some evening and weekend pictures must be taken. All clubs and activities are on the Lexington High School website at <http://lps.lexingtonma.org/domain/256>.

## **SECTION 5 - PRODUCT AND PERFORMANCE TERMS**

### **A. QUALITY MINIMUM REQUIREMENTS**

- i. Provide at least three references as required in this RFP.
- ii. Must include all forms contained in the document with applicable signatures.
- iii. Proposers are available on April 25, 2017 between the hours of 9:00 a.m. and 1:00 p.m. to present their product services.

**EVALUATION CRITERIA**

**1. Proposer’s Experience**

Five or more years of experience providing photography services to high schools, one of which must be of similar size and demographics as Lexington High School.	Highly Advantageous
Two years or more but less than 5 years of experience providing photography services to high schools, one of which must be of similar size and demographics as Lexington High School.	Advantageous
Less than two years of experience providing photography services to a high school, one of which must be of similar size and demographics as Lexington High School.	Not Advantageous
Has no experience providing photography services working with high schools.	Unacceptable

**2. Proposer’s Designated Personnel Relevant Experience**

Key personnel identified by the Proposer to provide photographic and related services to Lexington High School having five or more years of experience providing such services to schools of similar size and demographics as Lexington High School.	Highly Advantageous
Key personnel identified by the Proposer to provide photographic and related services to Lexington High School having two years or more but less than five years of experience providing such services to schools of similar size and demographics as Lexington.	Advantageous
Key personnel identified by the Proposer to provide photographic and related services to Lexington High School having fewer than two years of experience providing such services to schools of similar size and demographics as Lexington.	Not Advantageous
Key personnel have no experience and have not provided such services to a school similar Lexington High School.	Unacceptable

**3. Proposer’s Staff Availability**

The Proposer has three or more photographers to provide senior portraits, underclass portraits, faculty portraits, all sports team group pictures, action sports shots during scheduled games, club group pictures, as well as coverage of selected activities and events both scheduled and on short notice.	High Advantageous
The Proposer has two photographers to provide senior portraits,	<u>Advantageous</u>



underclass portraits, faculty portraits, all sports team group pictures, action sports shots during scheduled games, club group pictures, as well as coverage of selected activities and events both scheduled and on short notice.	
The Proposer has one photographer to provide senior portraits, underclass portraits, faculty portraits, all sports team group pictures, action sports shots during scheduled games, club group pictures, as well as coverage of selected activities and events both scheduled and on short notice.	Not Advantageous
The Proposer has no photographer available to provide senior portraits, underclass portraits, faculty portraits, all sports team group pictures, action sports shots during scheduled games, club group pictures, as well as coverage of selected activities and events both scheduled and on short notice.	Unacceptable

**4. Proposer’s Staff Abilities**

The Proposer has three staff members to provide barcoded IDs for all four grade-levels at Lexington High School with all portraits on a CD and arranged alphabetically in PSPA format, including an additional CD with all candid shots to coincide with yearbook deadlines.	Highly Advantageous
The Proposer has two staff members to provide barcoded IDs for all four grade-levels at Lexington High School with all portraits on a CD and arranged alphabetically in PSPA format, including an additional CD with all candid shots to coincide with yearbook deadlines.	Advantageous
The Proposer has only one staff member to provide barcoded IDs for all four grade-levels at Lexington High School for all portraits on a CD and arranged alphabetically in PSPA format, including an additional CD with all candid shots to coincide with yearbook deadlines.	Not Advantageous
The Proposer does not have staff to provide all of the services needed above.	Unacceptable

**5. Proposer’s Demonstrated Success**

The Proposer has three references that can provide excellent reviews regarding the proposer’s customer service, relationship with yearbook staff, quality of work, and overall satisfaction with the partnership.	Highly Advantageous
The Proposer has three references that can provide good reviews	Advantageous

regarding the proposer’s customer service, relationship with yearbook staff, quality of work, and overall satisfaction with the partnership.	
The Proposer has three references that can provide fair and adequate reviews of the proposer’s customer service, relationship with yearbook staff, quality of work, and overall satisfaction with the partnership.	Not Advantageous
The Proposer does not provide three references.	Unacceptable

**Evaluation Criteria**

Proposals will be evaluated on the basis of the following criteria. In addition and to the extent not already included in the required submissions listed in this proposal, the following evaluation criteria will be used in addition to the required proposal requirements:

**For Office Use Only**

<b>Criteria</b>	<b>Exceeds</b>	<b>Meets</b>	<b>Below</b>	<b>Comments</b>
<b>Cost</b>				
Affordability of Sample Senior Portrait Package listed in RFP				
Affordability of Price of Senior Portraits and Orders				
Affordability of Retouching Charges				
3 Year Cost Projection for Senior Portraits				
DVD Services				
Revenue/Rebate Sharing				
Sample Senior Portrait Package				
Yearbook Only Sitting – No Charge				
<b>General</b>				
Location of Studio				
Satisfaction Guarantee				
Quality and Informative Promotional Sales Brochures Information				
Photographers Experience & Expertise				
Quality of Photographs submitted for Yearbooks				

Criteria	Exceeds	Meets	Below	For Office Use Only Comments
Quality of Photographer’s Photos at scheduled LHS sporting event listed in IFB				
Convenience of Returns and Refunds due to Damages or Missing Information				
On Time Completion and Shipping of Photographs/Portraits				
Online Picture Purchasing Availability				
Set Up Time Schedule, Staff and Equipment Provisions Availability				
Experience Serving High School Students of 2,000 or more for the last five years				
References				
Quality of Recommendations from advisors and/or principals				
Satisfaction Guarantee for all students				
Availability and Flexibility of Photographers covering sporting, activity and club events				
DVD Services				

**SECTION 6 - TERMS AND CONDITIONS**

1. Studios responding to this RFP must be:
  - a. Open during regular business hours, plus at least one evening and Saturdays.
  - b. Willing to take candid photographs nights and weekends as determined by the yearbook’s needs.

- c. Preferably located within ten miles of Lexington town boundaries.
- d. Successfully in business serving a high school of 1,500 students or more.
- e. Directly accessible by telephone and e-mail to answer questions posed by LHS staff or parents.
- f. Studio services must be provided from June through October every year.
- g. No outside vendor advertisement permitted in Lexington Public Schools Yearbook.

LEXINGTON PUBLIC SCHOOLS reserves the right to:

- h. Tour the studio of an applicant.
- i. Interview and approve the credentials of all photographers to determine their professionalism and friendliness toward students and staff.

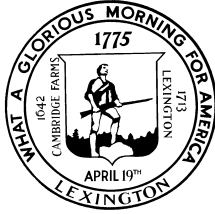
The studio must provide:

- j. Three yearbooks for which it has taken the portraits, candid, group, and sports pictures within the last three years. These yearbooks can be the yearbooks who have won awards that are requested in #3b below. In these yearbooks, a studio should demonstrate expertise in taking portraits of:
  - sports and club group pictures
  - candid photographs of sporting events and school activities such as plays, concerts, club dinners and events, proms and dances
- k. A list of awards the studio's yearbooks have won in the last 5 years for photography and/or printing. On this list, provide the scoring of each award. Proposer should include a yearbook corresponding with each award received. These yearbooks can be counted as part of the three yearbooks this proposal is requesting in #3a above. These yearbooks can be picked up after June 1, 2017 in the Business Office at 146 Maple Street, Lexington, MA 02420. **Yearbooks must be clearly marked with vendor's name and vendor's copy.** Proposer should send an email to [dharvey@sch.ci.lexington.ma.us](mailto:dharvey@sch.ci.lexington.ma.us) notifying the Business Office of the pick up time or shipping arrangements for receipt of these yearbooks after June 1, 2017.
- l. Three written recommendations from advisors or principals. These recommendations should attest to the qualifications of the studio, as well as its ability to adhere to deadlines.
- m. Satisfaction Guarantee: Please list your company's "Satisfaction Guarantee" with regard to your product and services. If we are not completely satisfied with any of your products and services, what is your refund policy?

n. The following sample prints must be submitted in proposal submission:

5 to 10	5 X 7 Photo Prints	Sport action pictures, showing a variety of teams, taken both inside and outside. At least two must be taken of ice hockey and basketball games.
5	5 X 7 Photo Prints	School Play
3 to 5	5 X 7 Photo Prints	Other Staged Performances (for example: a concert)
4	5 X 7 Senior Portraits	Taken indoors and without props: 2 girls and 2 boys

2. Provide the name of the photographer or photographers who will be working with the Senior Portraits, extracurricular activities and sporting events on the Photographer’s Information Sheet located on Page 30 of the RFP.
3. The assigned photographer or photographers who will be working with Lexington Public School students from the Proposer studio must be available to take group shots at any of the scheduled games listed under Appendix A. Photographers must submit 5 – 10 photos of any of the sports team list in Appendix A in action. These photos must be submitted with all proposal submission information due on April 5, 2017.
4. The Photography Studio will send all employees working and photographing the Lexington Public School students to the Lexington Public Schools’ Human Resources Office to complete CORI/SORI form one month prior to the beginning of the school year. Any vendor employee who is not CORI checked one month before the beginning of the school year will not be allowed to photograph any LEXINGTON PUBLIC SCHOOLS students during any scheduled photography sessions, sporting and activity events run by LEXINGTON PUBLIC SCHOOLS.
5. The following certifications need to be filled out or submitted by vendor with proposal submission:
  - Cover Sheet
  - Vendor Services and Product Information Requirements Form
  - Price Proposal (under separate cover – follow RFP instructions)
  - Reference form
  - Photographer(s) Information Sheet
  - Certificate of Non-Collusion/Certificate of Compliance with Massachusetts Tax Laws (Attestation Statement) on same page as Certificate of Non-Collusion
  - Certificate of Authority
  - Certification Regarding Debarment, Suspension, Ineligibility-Voluntary Exclusion Form
  - Corporate Partnership Form
  - W-9 Form



# Lexington Public Schools

## APPENDIX A- LPS SPORTS SCHEDULE

Photographers must submit 5 – 10 photos of any of the sports team listed below and must be included in their proposal submission.

**Master Schedule Spreadsheet**

4/3/2017 to 4/6/2017

**Lexington High School**  
251 Waltham St  
Lexington, MA 02421-4999

**Naomi Martin**  
School Phone: 781-861-2320  
Home Phone:  
Fax: 781-861-2621  
nmartin@sch.ci.lexington.ma.us

Date	Day	Sport	LVL	Gender	Place	Time	Opponent	S	Facility	End Time	Dismiss	Transportation	Depart	Notes	Return
04/03/17	Monday	Tennis	V	Girls	H	3:45 PM	Wilmington High School		LHS Tennis Courts, Worthen Road						
04/03/17	Monday	Track	V	Boys	H	3:45 PM	Burlington High School		LHS Track - Worthen Road						
04/03/17	Monday	Track	V	Girls	H	3:45 PM	Burlington High School		LHS Track - Worthen Road						
04/04/17	Tuesday	Tennis	V	Girls	H	3:45 PM	Wakefield Memorial H.S.		LHS Tennis Courts, Worthen Road						
04/04/17	Tuesday	Lacrosse	FR	Girls	H	4:00 PM	Woburn High School		Lincoln Field #1						
04/04/17	Tuesday	Volleyball	JV	Boys	H	4:00 PM	Westford Academy		Lexington H.S. Gymnasium						
04/04/17	Tuesday	Volleyball	V	Boys	H	5:15 PM	Westford Academy		Lexington H.S. Gymnasium						
04/06/17	Thursday	Lacrosse	V	Girls	H	3:45 PM	Wakefield Memorial H.S.		Lincoln Field #1						
04/06/17	Thursday	Tennis	V	Girls	H	4:00 PM	Hingham High School		LHS Tennis Courts, Worthen Road						
04/06/17	Thursday	Lacrosse	JV	Girls	H	5:00 PM	Wakefield Memorial H.S.		Lincoln Field #1						

02/27/17 \*-League Event

Schedule Star 800-822-9433

Page 1

If you need more clarification on where the fields or courts are at Lexington High School, contact the Athletic Office at Lexington High School at 781-861-2320 x69902 or email [dpsilopoulos@sch.ci.lexington.ma.us](mailto:dpsilopoulos@sch.ci.lexington.ma.us). All photographers should confirm with the Athletic Office that the sporting event will be held at the time and place listed above in case of any rescheduling of events.

**APPENDIX B – 2017-2018 LEXINGTON PUBLIC SCHOOLS CALENDAR**

Vendor should request an updated calendar every September.

**LEXINGTON PUBLIC SCHOOLS  
2017 – 2018  
SCHOOL CALENDAR**  
Approved 5.24.16

**NOTE: All Thursdays are half-day dismissal at the Elementary Schools**

**B** = Back to school night  
**C** = Middle School (MS) and/or LHS Conferences; See specific month for ½ day or no school  
**E** = Elem. Conferences; Students – ½ day  
**H** = Holiday, Schools and Offices closed  
\* = Recognized Holiday, Schools and Offices Open  
**P** = Professional Learning

**AUGUST**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

28 – Teachers Only  
29 – All K-5, All 6<sup>th</sup> grade, & All new students begin – ½ day  
29 – Only Grade 9 students – full day  
30 – All Kindergarten students – ½ day  
30 – All Students Grades 1 – 12 – full day  
31 – All Students Grades K – 5 – ½ day  
31 – All Students Grades 6 – 12 – full day

**SEPTEMBER**

M	T	W	T	F
				1
H4	5	6	7	8
11	12	13	P14	15
18	19	20	H21	22
25	26	27	B28	29

1 – Schools Closed, Offices Open  
4 – Holiday (Labor Day)  
14 – Prof. Learning; Students – ½ day  
21 – Holiday (Rosh Hashanah)  
28 – Back-to-School Night – Elementary Schools

**OCTOBER**

M	T	W	T	F
2	3	4	B5	6
H9	10	11	B12	13
16	17	18	19*	20
23	24	E25	E26	27
30	31			

5 – Back-to-School Night – Middle Schools  
9 – Holiday (Columbus Day)  
12 – Back-to-School Night – High School  
19 – Divall  
25, 26 – Elem. Conf.; Students – ½ day

**NOVEMBER**

M	T	W	T	F
		E1	E2	3
6	7	8	9	H10
P13	14	15	16	C17
20	21	22	H23	H24
C27	28	29	30	

1, 2 – Elem. Conf.; Students – ½ day  
10 – Holiday (Veterans Day)  
13 – All Day Professional Learning, Lexington Learns Together; Students – NO school  
17 – MS Conf.; Students – NO school MS students ONLY  
22 – Students & Staff – ½ day  
23, 24 – Holiday (Thanksgiving)  
27 – LHS Conf.; Students – NO school LHS students ONLY

**DECEMBER**

M	T	W	T	F
				C1
4	5	6	7	C8
11	12	13	14	15
18	19	20	21	22
H25	26	27	28	29

1 – MS Conf.; – ½ day MS students ONLY  
8 – MS Conf.; – ½ day MS students ONLY  
25 – Holiday (Christmas)  
26 to 29 – Schools Closed, Offices Open

**JANUARY**

M	T	W	T	F
H1	2	3	4	5
8	9	10	P11	12
H15	16	17	18	19
22	23	24	25	26
29	30	31		

1 – Holiday (New Year's Day)  
11 – Prof. Learning; Students – ½ day  
15 – Holiday (Martin Luther King, Jr.)

**FEBRUARY**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16*
H19	20	21	22	23
26	27	28		

7 – LHS Curriculum Night (snow date – Feb. 9<sup>th</sup>)  
16 – Lunar New Year  
19 – Holiday (Presidents' Day)  
20 to 23 – Schools Closed, Offices Open  
21 – International Mother Language Day

**MARCH**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	P15	16
19	20	21	22	23
26	27	E28	E29	H30

15 – Prof. Learning; Students – ½ day  
15 – Kindergarten Orientation  
28, 29 – Elem. Conf.; Students – ½ day  
30 – Holiday (Good Friday)

**APRIL**

M	T	W	T	F
2	3	E4	E5	6
9	10	11	12	13
H16	17	18	19	20
23	24	25	26	27
30				

4, 5 – Elem. Conf.; Students – ½ day  
16 – Holiday (Patriots' Day)  
17 to 20 – School Closed, Offices Open

**MAY**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	P17	18
21	22	23	24	25
H28	29	30	31	

1 – Clarke and Diamond Students ½ day for 5<sup>th</sup> grade orientation  
17 – Prof. Learning; Students – ½ day  
28 – Holiday (Memorial Day)

**JUNE**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	F15
18	19	20	21	22
25	26	27	28	29

3 – LHS Graduation  
15 – Final day for students and teachers if no weather related cancellations; Students – ½ day  
18 to 22 – Planned Make-up Days (if needed)

<b>Secondary Term Closes</b> November 10 January 26 April 6	<b>Elementary Term Closes</b> January 26
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<b>Full-Day Schedule</b> Grades K-5; 8:45 a.m. – 3:15 p.m. Grades 6-8; 8:00 a.m. – 2:50 p.m. Grades 9-12; 7:45 a.m. – 2:25 p.m.	<b>Half-Day Dismissal</b> Elementary 12:15 p.m. Middle School 11:45 a.m. High School 11:15 a.m.
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This calendar can also be accessed online at: <http://lps.lexingtonma.org/Page/2>



**Proposal Response  
For  
High School  
Yearbook Photography Services**



## **RFP SUBMITTAL CHECKLIST**

Required Submissions. Proposers shall provide one copy of the following general information listed in the High School Yearbook Photography Services RFP:

- A cover sheet
- If there are any Amendments and/or Questions/Answers posted on the Lexington Public Schools website <http://lps.lexingtonma.org/Page/657> regarding the High School Yearbook Photography Services RFP, these documents must be included with a Proposer's proposal submission. If you have any problems with accessing this information, please email [dhurvey@sch.ci.lexington.ma.us](mailto:dhurvey@sch.ci.lexington.ma.us) for assistance.
- Three yearbooks for which portraits, candids, group and sports pictures have been taken by the Proposer. (These will be returned if requested and marked)
- List of awards the studio's yearbooks have won in the last 5 years for photography and/or printing.
- Three recommendations
- Proposer's Satisfaction Guarantee information
- All the requested prints listed in the RFP
- 5-10 photos of a Lexington High School sporting event listed and requested in Appendix A
- Vendor Services and Product Information Form
- Information on Proposer's Revenue Sharing/Rebates should be listed in Price Proposal
- Standard sales promotional brochure
- 3 hard copies Non-Price Proposal and three copies of Price Proposal
- References Form
- Client List Form
- Include the Photographers Information Sheet included in the RFP.
- The following certifications must be submitted with proposal:
  - Certificate of Non-Collusion /Certificate of Compliance with Massachusetts Tax Laws (Attestation Statement located on Non-Collusion form )
  - Certificate of Authority
  - Certification Regarding Debarment, Suspension, Ineligibility-Voluntary Exclusion Form
  - Corporate/Partnership Form (if applicable)
  - Copy of the Proposer's W-9 Form

**VENDOR SERVICES AND PRODUCT INFORMATION REQUIREMENTS**  
**FORM**

1. Exclusivity of Contract: In your RFP submission, please answer the following requests below:

The intent of this contract is to provide the contractor exclusive photography services and senior portraits. **However, due to mutual agreement or performance if the editors and staff need to change exclusivity for senior portraits, what services and charges would change?**

Services	Charge

2. Include in the proposal submission a copy of your Senior Portraits Brochure and indicating which package is your most popular package. Indicate how many of these portrait packages were bought from your studio during the 2016-2017 school year up to February 1, 2017.

Which Senior Portrait Brochure is your most popular package?	
How many of these Senior Portrait Packages were purchased from your studio from 2016-2017 up until February 1, 2017?	

3. Submit the standard sales promotional brochure(s). It/They must reference:
- a. Services provided to seniors and underclass
  - b. Customer service policies
  - c. Satisfaction Guarantee
  - d. Costs for seniors and underclass

4. Submit a statement that responds to the following questions:

What is your company's greatest strength as a photography studio?	
Are there additional comments that you would like us to know about your photography services?	

**PRICE PROPOSAL FORM FOR HIGH SCHOOL YEARBOOK PHOTOGRAPHY SERVICES**

Please provide a 1 year cost estimate for each one of the items listed in the table below. Please include any additional charges not listed on the table below.

ITEM	PRICING 2017 - 2018	NOTES/EXCEPTIONS
Underclass Students Sitting Fee	No charge per RFP	
Faculty Pictures	No charge per RFP	
Senior Yearbook Sitting Pose	No charge per RFP	5 poses
(2) PSPA Disk of Digital Images in JPG for Underclassmen including retakes, make ups and new pictures in alphabetized and sorted by class	No charge per RFP	
(2) PSPA Disk of Digital Images in JPG for all Faculty in alphabetical order	No charge per RFP	
I.D. Cards for all classes and teachers - Include Price of replacement cards	<u>Replacement Cards</u> \$7.00 \$25.00 Emergency (within 48 hours) per RFP	
Underclass Students Retakes		
Underclass Make-Up Picture Day		
Senior Portrait Retouching Fee		
I.D. Card Replacements for teachers if requested		
(2) Photography Consultation Teaching Sessions		
Team Pictures of Varsity , Junior Varsity and Freshman Sport Teams include Ultimate Frisbee – include size of photo		Size of Photo:
Candids of Varsity, Junior Varsity and Freshman Teams including Ultimate Frisbee while playing their sport – include size of photo		Size of Photo:
Group Pictures of all Club and Activities Groups – include size of photo		Size of Photo:
Candids of all Club and Activity Groups – include size of photo		Size of Photo:
Individual Senior Portrait Sitting Fee (Non Yearbook Poses)		If sitting fee is more than one price, list each type of pose and cost of each sitting fee per listed pose.
Senior Portrait Retake Fee		
Discounts for Early Bookings		
Senior Portrait Packages		List various package information on separate sheet and attach to Price Proposal Form
Online Picture Purchasing – include all photos sizes & packages		List various picture purchasing information on separate sheet and attach to Price Proposal Form

ITEM	PRICING 2017 - 2018	NOTES/EXCEPTIONS
Specialized Photos requested by Editor - include size of photo		Size of Photo:
DVD Services		
<u>Revenue Sharing/Rebates</u> (if applicable) on all purchased high school grades photography packages purchased by students (base percentage pricing on total volume of purchased packages)		
Sample Senior Portrait Package Price (1) 8 x 10 (2) 5 x 7s (4) 4 x 5s (16) Wallets		

**REFERENCE FORM**

**References must include the names of two (2) parents from two different schools who have purchased a senior yearbook package from your company in the last two years and (1) school yearbook advisor who has used your company in the past two years for their high school yearbook services. Proposal shall submit this form fully completed with each proposal.**

**1. Yearbook Advisor:** \_\_\_\_\_

Child's School: \_\_\_\_\_

Advisor Email Address: \_\_\_\_\_

Advisor Phone Number: \_\_\_\_\_

**2. Parent:** \_\_\_\_\_

Child's School: \_\_\_\_\_

Parent Email Address: \_\_\_\_\_

Parent Phone Number: \_\_\_\_\_

**3. Parent:** \_\_\_\_\_

Child's School: \_\_\_\_\_

Parent Email Address: \_\_\_\_\_

Parent Phone Number: \_\_\_\_\_

**PHOTOGRAPHER(s) INFORMATION SHEET**

Name of Photographer: \_\_\_\_\_  
# of Years as a Photographer: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
# of Years with Current Company \_\_\_\_\_

Qualifications as a Photographer:

Description of Photographic & Technical Capabilities of Photographer:

---

Name of Photographer: \_\_\_\_\_  
# of Years as a Photographer: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
# of Years with Current Company \_\_\_\_\_

Qualifications as a Photographer:

Description of Photographic & Technical Capabilities of Photographer:

If vendor employees additional photographers, please attach another form and submit with proposal.  
**Vendor should denote which photographer will be handling portraits, sports or activities for Lexington Public Schools if awarded.**



**Lexington Public Schools**  
**CERTIFICATE OF NON-COLLUSION**

M.G.L. Ch. 30B, s10, PROPOSAL PROPOSALS: Certificate of Non-Collusion - MANDATORY

The undersigned certifies, under the penalties of perjury, that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Company or Corporation  
\_\_\_\_\_  
Authorized Official's Signature

**ATTESTATION STATEMENT: State Taxes Paid – MANDATORY**

Pursuant to M.G.L. Ch. 62c 49a, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

State tax paid to \_\_\_\_\_ using Federal ID or SS# \_\_\_\_\_  
\_\_\_\_\_  
Company or Corporation  
Dated: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Official's Signature

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(name of corporation)

held on\* \_\_\_\_\_ at which all the Directors were present or waived notice, it  
(date)

was voted that \_\_\_\_\_, \_\_\_\_\_ of this  
(name) (office)

corporation, be it he or she, hereby is authorized to execute proposal documents,  
contracts and

bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto,

and such execution of any proposal document or contract or obligatio0n in this  
corporation's

name on its behalf under seal of the corporation, shall be valid and proposaling upon this  
corporation.

ATTEST: \_\_\_\_\_  
(clerk or secretary)

Place of Business: \_\_\_\_\_

I certify that I am the clerk/secretary of the \_\_\_\_\_  
(name of Corporation)

and that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
(name) (office)

and that the above vote has not been amended or rescinded and remains in full force and  
effect as of the date set forth below.

ATTEST: \_\_\_\_\_  
(clerk or secretary)

Date:\*\* \_\_\_\_\_

\* This date must be on or before the date of the Contract

\*\* This date must be on or before the date of the Contract

**CORPORATE/PARTNERSHIP FORM**

NOTE: If the Proposer is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts? Yes \_\_\_ No \_\_\_.

If the Proposer is selected for the work referred to above, it is required under M.G.L. c.30 §39L to furnish to the awarding Town a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c.181 §§3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

If an Individual:

Name: \_\_\_\_\_

Residence: \_\_\_\_\_

If an Individual doing business under a firm name:

Name of Firm: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Business Address: \_\_\_\_\_

Residence: \_\_\_\_\_

Other form of business organization: \_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled ACertification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

**TOWN OF LEXINGTON  
LEXINGTON PUBLIC SCHOOLS  
HIGH SCHOOL YEARBOOK PHOTOGRAPHY SERVICES RFP 2  
PURCHASE AGREEMENT**

THIS AGREEMENT (“Agreement” or “Contract”) is made between The Town of Lexington, a municipality of the Commonwealth of Massachusetts, acting through the **Lexington Public Schools**, as Lexington “TOWN,” and \_\_\_\_\_”VENDOR” whose address is \_\_\_\_\_ as “VENDOR”. In consideration of these mutual terms and conditions, the parties covenant and agree as follows:

The Vendor will perform all work, provide all services and labor, materials, transportation, supplies, supervision, organization and other items of work and cost necessary for the manufacture, delivery, warranty of those items listed in the Lexington Public Schools amended High School Yearbook Photography Services RFP.

**Definitions/Interpretation**

For the purposes of this contract and any additional instruments which may become a part of this contract, the terms “contractor,” “seller” and “Vendor” shall be interchangeable. The terms “buyer,” “owner,” “grantee,” “The Town of Lexington” and “the Town” shall be interchangeable.

Contracting Officer: The Town Administrator will enter into and administer this contract and make determinations and findings in regard to the contract on behalf of the Town.

Contractor: The successful Proposer to whom a contract is awarded.

Authorized Signature: The person who executes this contract on behalf of the Proposer/Contractor and who is authorized to bind the Proposer/Contractor.

Supplier: Any manufacturer, individual company or agency providing the Products or units, components or subassemblies for inclusion in the Products. Supplier items shall require qualification by type and acceptance tests in accordance with requirements, if any, defined in proposal documents.

Work: Any and all labor, supervision, services, materials machinery, equipment, tools, supplies and facilities called for by the contract and/or necessary to the completion thereof.

Defect: Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes the Products to cease operating or causes it/them to operate in a degraded mode.

Request for Proposals: The document provided by the Town stating the purchase

description, evaluation criteria and instructions for completing the proposal, and including other materials, as referenced, as well as addenda.

Notice of Award: The written notice sent by the Town notifying the selected Proposer of the award of contract.

Specifications: The written description and statement of necessary requirements of the Products to be provided.

### **Contract Documents**

This Agreement, Request for Proposal and Contractor's Proposal, conditions, specifications, addenda and modifications constitute the Contract Documents and are complementary. Specific federal and state laws, the terms of this Agreement and the Contract Documents (other than this Agreement), in that order respectively, supersede other inconsistent provisions.

### **Scope Of Agreement**

This order is an offer to purchase and is limited to the terms and conditions contained herein. Any terms and conditions contained in quotations or similar forms of Vendor or that may be proposed in any acknowledgement or acceptance which are additional to or different from these terms and conditions are hereby rejected and shall not become part of the purchase agreement without Contracting Officer's written consent. The Vendor shall not produce any of the goods covered by this purchase order, or procure any of the materials required in their production, or ship any of such goods to the Town, except to the extent authorized in written instructions furnished to the Vendor by the Town or as necessary to meet specific delivery dates provided in this purchase order. The Town shall have no responsibility for goods for which delivery dates or such written instructions have not been provided. Shipments in excess of those authorized may be returned to the Vendor and the Vendor shall pay the Town for all packing, handling, sorting, and loading and transportation expenses in connection with such shipments.

### **Acceptance Of Material - No Release**

Unless the Town otherwise agrees, acceptance of any portion of the Products prior to final acceptance shall not release the Vendor from liability for faulty workmanship, materials, performance or for failure to comply with all of the terms of this Contract. The Town reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the instructions, contract requirements and specifications; provided, however, The Town is under no duty to make such inspection and no inspection so made shall relieve Vendor from any obligation to furnish materials and workmanship in accordance with the instructions, contract requirements and specifications.

### **Modifications**

The Town may modify this contract and order changes in the work to be performed under this contract whenever it shall be deemed necessary or advisable to do so. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.

### **Term And Termination**

#### **Term**

The term of this contract will be for one year beginning July 1, 2017 ending June 30, 2018 with the option for (2) one year extensions to the contract.

#### **Termination For Convenience**

The Town may terminate this Contract for convenience and without cause, in whole or in part, at any time by written notice to the Vendor specifying the termination date. The Vendor shall immediately take all practical steps to minimize its costs to terminate the work. The Vendor shall be paid its actual, necessary and verifiable costs to effect termination including contract closeout costs and a reasonable profit on work performed satisfactorily up to the date of termination. The Vendor shall promptly submit to the Town its termination claim supported by detailed documentation of each cost item claimed in a form satisfactory to the Town.

#### **Termination For Default**

If the Vendor does not deliver the Products in accordance with the Contract delivery schedule, or, if the Vendor fails to perform services in the manner called for in the Contract, or if the Vendor fails to comply with any other material provisions of the Contract, the Town may terminate this Contract in whole or in part, for default if, ten days (or such longer date as the Town may specify in its sole discretion) after the date of the Town's written notice to the Vendor, the failure of the performance of the Vendor has not been completely cured or the Vendor has not made reasonable progress, as determined by the Town in its sole discretion, to cure the failure. Termination shall be effected by serving a notice of termination on the Vendor's representative or agent in the Commonwealth of Massachusetts or shall be deemed served three (3) days after mailing said notice to the Vendor's address by registered mail. Such notice shall set forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for the Products upon delivery and acceptance, or service satisfactorily performed in accordance with the manner of performance set forth in the Contract; and any other costs shall be borne by the Vendor. The Vendor shall assume and bear all termination and Contract closeout costs, including those of subcontractors, suppliers and vendors.

In the event of a default termination, the Town shall be entitled to withhold any payments then due or to become due to the Vendor, reasonable amounts for damages suffered by the Town as a result of the Vendor's default and to exercise any other rights or remedies available to the Town at law.

The Vendor shall also be deemed to be in default upon the occurrence of any one or more of the following events: if Vendor is bankrupt or insolvent; if Vendor makes a general assignment for the benefit of creditors; if a trustee or receiver is appointed for Vendor, or for any of Vendor's property; if Vendor files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law; if Vendor repeatedly fails to make prompt payments to vendors, suppliers, subcontractors or others for labor, materials, or equipment; if Vendor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if the Vendor fails to correct defect(s) noted during acceptance inspection(s) within sixty (60) days of notification of said defect; and if Vendor violates in any substantial way the provisions of the Contract Documents. If it is later determined by the Town that the Vendor was not in default, the Town, after establishing a new delivery schedule, may allow the Vendor to continue work without increase in the contract prices, or treat the termination as a termination for convenience. The termination of the Contract for nonperformance shall in no way relieve the Vendor from any of its covenants, undertakings, duties and obligations under this Contract, nor limit the rights and remedies of the Town hereunder in any manner whatsoever.

### **Delivery Of Goods And Completion Of Services**

#### A. Time of Performance

The Vendor must deliver the Products within 15 days of the date of Postmark of the purchase order. Failure to deliver or complete the Products within the time specified in the Contract Documents, unless a written extension of time has been granted by the Town, will likely result in damage to the Town. In that event, the Town specifically reserves the right to claim against and recover from the Vendor damages to the Town, whether direct or indirect, caused by or arising from such unexcused delays. In cases where The Town and the Vendor agree that it would be difficult to document damages due to late delivery or performance, it is further agreed this Contract will use a flat fee of \$50 (Fifty Dollars) per day, for each and every day the Products are/is not delivered or performed after the agreed upon delivery/completion date. The Town further reserves the right to claim such damages as they occur during the Contract as charges against the Contract. If the Vendor refuses or fails to pay the charges within thirty (30) days of receipt of a written demand from the Town which sets forth the basis for charge, the Town may withhold said damages from any payments then due, or to become due, to the Vendor.

#### B. Destination for Delivery

The Products shall be delivered to the following destination:

**The Lexington School Listed on the Purchase Order with proper**



**attention to information listed as per the Purchase Order.**

C. Transportation

All goods shall be properly packed, marked, loaded and shipped as required by this order and the transporting carrier and shipped in a manner which will permit the lowest transportation rates to apply. The Vendor shall reimburse the Town for all expenses incurred due to improper packing, marking, loading or routing. Prices of all items listed on the LEXINGTON PUBLIC SCHOOLS amended High School Photography Yearbook Services Proposal Sheet are to include delivery.

D. Risk of Loss

Delivery shall not be complete until goods have been actually delivered to and accepted by the Town, notwithstanding any agreement to pay freight, express, parcel post or other transportation charges. The risk of loss or damage in transit shall be upon the Vendor.

E. Delays

The Vendor shall in the event of a delay or threat of delay, due to any cause, in the production or delivery of goods or services hereunder, immediately notify the Town and shall include with such notice all relevant information with respect to such delay or threatened delay. The Vendor shall be liable for any damages resulting from failure to make delivery within the time called for by this order or by any written instructions of the Town, except where: (1) such delay in delivery shall be due to causes beyond the reasonable control of the Vendor; and (2) the Vendor notifies the Town as aforesaid. If the Vendor for any reason cannot comply with the Town's delivery schedule, the Town, in addition to any other rights or remedies available to it by law or under these terms and conditions, may terminate this purchase order or cancel any shipments there under without further liability to the Vendor.

**Indemnification And Hold Harmless**

The Vendor agrees to indemnify, defend and hold harmless the Town and its agents, officers, boards, committees and employees, except for wrongful or negligent acts of the Town, for any and all claims, losses, costs, expenses or damages of any kind resulting from or arising out of the performance of this contract by the Vendor, its officers, agents or employees. If any action, claim or demand is made against the Town, other than for a wrongful or negligent act of the Town, the Vendor agrees to assume the expense and shall pay all costs, charges, attorney's fees, settlements, judgments or other expenses incurred by or obtained against the Town.

To the extent that the Vendor's obligations hereunder require the performance of services by the Vendor or work to be done by the Vendor on the Town's property or on property under The Town's control, the Vendor agrees: (a) to accept full responsibility for performing all work in a safe manner so as not to jeopardize the safety of The Town's personnel, property or members of the general public; and (b) to comply with and enforce

all The Town's safety and fire protection regulations in all applicable state and municipal safety regulations, building codes or ordinances. For work to be performed in certain isolated areas, waivers from specific Town safety and fire protection regulations may be obtained in writing from The Town's Contracting Officer.

### **Patents And Royalties**

The Vendor, without exception, shall indemnify and save harmless, the Town and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract including its use by the Town. If the Vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

### **Price**

The Town will pay in unit prices according to the attached LEXINGTON PUBLIC SCHOOLS High School Yearbook Photography Services Proposal Sheet, (which is the vendor's proposal sheet), the amount agreed upon in the Vendor's proposal, as full compensation for everything furnished and performed under this Contract, subject to allowable additions and deductions as provided. Payment will be made in accordance with Section 11 below.

If no price is specified in this order, the goods or services shall be billed at the price last quoted to the Town or at the prevailing market price, whichever is lower. No extra charges of any kind will be allowed unless specifically agreed to in writing by the Town. The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture, delivery, assembly, installation, accessories, warranty, training of personnel, service manuals, wiring schematics and drawings, if required, pursuant to the specifications and requirements included in the Request for Proposal. It is the intention of the specifications that the Vendor provides complete components and accessories of the type prescribed, ready for operation by Town personnel.

Any items omitted from the specifications which are clearly necessary for the operation of such equipment although not directly specified or called for in these specifications, shall be considered an integral part of the basic specifications of the Products. All parts shall be new. In no case will parts be used, reconditioned or obsolete parts (except for testing). Any one part shall be an exact duplicate in manufacture and design and furnished as specified. Prices quoted are to be firm and final.

### **Payment**

The Vendor shall be paid, upon the submission of proper invoices or vouchers as follows:

- a. All invoices need to be dated, description of items purchased, quantity, price including shipping and handling and total due and should be sent to:

Lexington High School  
Attn: Student Activities Secretary  
251 Waltham Street  
Lexington, Massachusetts 02420

- b. All pricing and or discounts should be in accordance with the proposal specifications. Vendors should not accept any orders for materials or services without an authorized purchase order number.**

The Vendor shall provide the Town, simultaneously with and as a condition to each payment if the payments are in installments, all documentation necessary to evidence transfer to The Town of full and unencumbered title to the item for which payment is being made.

The Vendor will send its applications for payment to:

Lexington Public Schools  
Attn: Finance Department  
146 Maple Street  
Lexington, Massachusetts 02420

The granting of any payments by the Town shall not constitute in any sense acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Vendor to replace work or material which does not conform to the contract documents, though the character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components or workmanship which do not conform to the instructions or their contract requirements and specifications, or are not equal to the samples submitted to and approved by the Town, will be rejected and shall be replaced by the Vendor without delay.

### **Taxes**

No charge by the Vendor shall be made for federal or state excise taxes. The Town, as a municipal corporation of the Commonwealth of Massachusetts, is exempt from federal and state excise tax and such taxes shall not be included in proposal prices. The Town agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate. The Vendor agrees to pay all sales and use tax for which the Town is not exempt, if any.

### **Insurance**

Vendor shall effect and maintain insurance at its own cost and expense to protect itself

from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease or death of any of its employees; and for damage or destruction of the Products prior to acceptance by the Town.

### **Equal Employment Opportunity**

In connection with the execution of this contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, national origin, sexual orientation or presence of any sensory, mental or physical handicap as provided by M.G.L. c. 151 B.

The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, national origin or presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **Hazardous Materials**

Any materials required by this order that are deemed hazardous will be packaged, marked and shipped by the Vendor to comply with all present and future federal, state and local regulations and will further comply with any special company requirements. This may be noted on the face of the purchase order.

### **Compliance With Laws**

The Vendor warrants that all goods supplied hereunder will have been produced in compliance with and the Vendor agrees to be bound by all applicable federal, state and local laws, orders, rules and regulations.

### **Special Tooling**

If all of the costs of any special tooling used in the performance of this order have been charged to this order or to other orders placed by the Vendor, title to such special tooling shall vest in the Town at the option of the Town. Such tooling is to be used only in performance of this purchase order unless otherwise provided by the Town.

### **Delegation And Assignment**

Neither party to this contract may delegate the performance of this contract to a third party unless mutually agreed in writing. This contract cannot be assigned without the written consent of the other party.

### **Notices**

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or

sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed, two days after the date of deposit in the United States mails, as follows:

(A) if to the Town, to:  
Superintendent of Schools  
Lexington Public Schools  
Town of Lexington  
146 Maple Street  
Lexington, MA 02420

(B) if to the Vendor: to:

### **Limitation Of The Town Of Lexington's Liability**

In no event shall the Town be liable for anticipated profits or for incidental or consequential damages. The Town's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from this agreement or from the performance or breach thereof shall, in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. The Town shall not be liable for penalties of any description.

### **Title And Security Interests**

If full or partial payment is made to the Vendor prior to the delivery of all goods or the performance of all services hereunder, title to all goods identified to this order at the time of such payment or thereafter shall pass to the Town, and the Vendor shall be deemed a bailee of all goods remaining in its possession, but in no event shall the risk of loss pass to the Town until the goods are delivered to the destination specified herein and accepted. The Vendor agrees to maintain insurance coverage in types and amount satisfactory to the Town for all goods that are or become so identified at any time to this order. Additionally, the Vendor grants to the Town a security interest in all goods that are or may become so identified, which security interest shall be in addition to all other rights of the Town under this order or applicable laws, and the Vendor agrees to execute financing statements or such other documents as the Town may reasonably require to perfect and protect that interest.

### **Merger**

This Agreement constitutes the entire agreement of the parties. There are no other Agreements, oral or written, which modify or affect this Agreement. This Agreement supersedes any and all provisions on the face and reverse side of any purchase order or any attachment thereto inconsistent with or in addition to the provisions hereof, and this provision constitutes notice by the Town of its objection to any such inconsistent or additional provision. The Agreement may not be amended except in writing signed by

both parties to the Agreement.

**Jurisdiction Laws – Venue**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any action to enforce the Agreement shall be brought in Middlesex County, Massachusetts. The Vendor agrees that if a lawsuit is instituted by the Town for any default on the part of the Vendor, and the Vendor is adjudged to be in default, the Vendor shall pay to the Town all costs and expenses, expended or incurred by the Town in connection therewith, and reasonable attorney’s fees.

**Warranty**

Final payment by the Town shall constitute notification to the Vendor of the commencement of the warranty period.

In addition to any implied warranties, the Vendor hereby warrants that the Products shall be fit for the intended use and shall be free from defects in and malfunctions arising from workmanship, material and design and shall conform to the requirements of this contract. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Vendor’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. If the Town shall give the Vendor notice of any defect, deficiency or non-conformance within twelve (12) months from the date of final payment by the Town, Vendor shall, at no cost to the town and within a reasonable time, repair or replace all such defective, deficient or non-conforming items. In the event of failure by the Vendor to correct defects in or replace non-conforming goods or services within a reasonable time, The Town may make such corrections or replace such goods and services and charge the Vendor for the cost incurred by The Town thereby.

**Representations And Certifications Of The Vendor**

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Non-Collusion: The Vendor certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word - “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.
- B. Tax and Contributions Compliance: The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of contributions. The Vendor’s social security/tax identification number is \_\_\_\_\_.
- C. Conflict of Interest: The Vendor certifies that no official or employee of the Town has a

financial interest in this proposal or in the Contract with the Vendor offers to execute or in the expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L. c 268A, Section 20, Conflict of Interest. The vendor certifies that they will require employees to adhere to Conflict of Interest Law as it pertains to public employees and students in this financial arrangement. The website is located at <http://www.mass.gov/ethics/education-and-training-resources/implementation-procedures/municipal-employee-summary.html>

- D. Licenses and Permits: The Vendor shall obtain all required licenses and permits pertaining to work under this Agreement. The Vendor shall submit copies of such licenses and/or permits upon request.
- E. Debarment or Suspension: The Vendor certifies that it has not been debarred or suspended under M.G.L. c. 29, Section 29F, nor will the Vendor contract for supplies from a debarred or suspended subcontractor on any public contract.

IN WITNESS WHEREOF, This Agreement has been executed in duplicate as of the day and year written below.

Date: \_\_\_\_\_

Approved as to the availability of funds:

Executed by: Town of Lexington

\_\_\_\_\_  
Ian Dailey, Assistant Superintendent  
For Finance and Operations

\_\_\_\_\_  
Ian Dailey  
Chief Procurement Officer

Executed by Vendor:

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
Email Address