

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
March 29, 2010**



REQUEST FOR PROPOSAL #10-9984
SCHOOL PHOTOGRAPHIC SERVICES

DUE: April 26, 2010

*Request For Proposal Prepared By
Lorie W. Newton
Senior Contract Officer
Purchasing Department
www.chesterfield.gov/purchasing*

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a requirements contract through competitive negotiations for providing School Photographic Services to the Chesterfield County Public Schools (CCPS).

2. **GENERAL TERMS AND CONDITIONS**

- 2.1 Submittals, in **(six) (6)** copies, marked "**School Photographic Services**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **April 26, 2010**, in:

Chesterfield County Purchasing Department
Room 118, 1st Floor of the 3-Story building adjacent to
the 5-Story Administration Building
9901 Lori Road
Chesterfield, Virginia 23832-0001
Monday-Friday, 8:30 a.m. – 5:00 p.m.

- 2.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 2.3 Mark outside of envelope with **RFP #10-9984** and proposal subject, "**School Photographic Services**".
- 2.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 2.5 In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal meeting and/or receipt of proposals, the pre-proposal meeting and/or published due date will default to the next open business day at the same time.
- 2.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 2.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 2.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

- 2.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
- 2.10 For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing
- 2.11 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.
- 2.12 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 2.13 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

- 2.14 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.
- 2.15 Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

Minority-Owned Business (MOB) – a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-4310*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

- 2.16 Cooperative Procurement (Use of this contract by other public bodies): This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. Chesterfield County assumes

no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- 2.17 Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 2.18 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- 2.19 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.
- 2.20 Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of this Contract.
- 2.21 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
- A. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 2.22 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

- 2.23 Insurance: The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Chesterfield County and Chesterfield County School Board as additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.
- 2.24 Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:
- A. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:
- Chesterfield County and Chesterfield County School Board is additional insured**
or that
Chesterfield County and Chesterfield County School Board is additional insured with respects to General Liability; and/or Umbrella Liability policies.
- B. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is

not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County and Chesterfield County School Board may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

C. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP #10-9984

D. Certificate of Insurance must be signed.

2.25 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.26 Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.

- 2.27 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.
- 2.28 Finance Charges: Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.
- 2.29 Contractor Background Checks: In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 2.30 Sensitive Information Handling: Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology / county Information Security Manager and Chief Information Officer or designees.
- 2.31 Precedence of Terms and Conditions: Any and all Special Terms and Conditions contained in this Request for Proposal that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 2.32 Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- 2.33 Illegal Aliens: In accordance with the *Code of Virginia*, Section 2.2-4311.1, the Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.
- 2.34 Addenda: Any changes or supplemental instructions to this Request for Proposal shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/purchasing. Each offeror is responsible for determining that all addenda

issued have been received. All addenda so issued shall become part of the RFP and any resulting contract documents.

3. **BACKGROUND**

- 3.1 Chesterfield County Public Schools has eleven (11) High Schools and two (2) Regional Governor's School with a total enrollment of 18,917; fourteen (14) Middle schools with a total enrollment of 13, 652; and thirty-nine (39) Elementary schools with a total enrollment of 27,166 with a grand total of 59,735 students enrolled for the 2009-2010 school year. A list of schools and their total enrollment is provided as Attachment A to this RFP; however, **this is not representative of any guarantee of the volume of business.**

4. **TERM OF CONTRACT**

- 4.1 The initial term of this contract shall be from date of award for a period of 12 months.

5. **RENEWAL OF CONTRACT**

- 5.1 The contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.
- A. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the "all items" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.
- B. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the "all items" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

6. **SCOPE OF SERVICES**

- 6.1 Proposals submitted should reflect the Offerors ability to provide photographic services for elementary, middle and high school levels. Offerors should address and fully explain all characteristics of all photographic services available through their firm. Offerors should also address price ranges for all services available. Offerors should include with their proposals submission of work samples, i.e., pictures.
- 6.2 The Contractor should print and distribute a suitable brochure to each school and student that will describe the selections available, the price list and procedures for ordering. Promotional materials and ordering information provided to the school and students should be exclusive to Chesterfield County Public Schools and should not include designs, features, or materials that are not available to our students under this contract.
- 6.3 Contractor should provide a visual presentation for each school and/or program for a class meeting to describe the products offered and answer questions. In addition, the contractor should

provide, if requested, a parent night where trained personnel will be available to answer questions for parents and students.

- 6.4 Contractor should provide adequately trained personnel to take and process the order of each student assuring accuracy and questions are answered. The contractor should provide experienced representative(s) who will work on a regular basis with school personnel to provide workshops, training sessions, and answer any questions regarding production or financial matters pertaining to the individual services required. For convenience it is necessary for the representative(s) to have a toll free telephone number.
- 6.5 Contractor should provide highly trained professional photographers that have the desire not only to present the student with an outstanding portrait but, by way of personality and training, project an honest relationship of professionalism that will enhance students' expectations.
- 6.6 Contractor should provide an unconditional guarantee of all photographs.
- 6.7 Contractor should provide portraits that have been carefully retouched.
- 6.8 Contractor should provide a local or toll-free number and office hours that can be used by the school and students.
- 6.9 Contractor should provide a single point of contact for contract-related questions.
- 6.10 Offerors should address available means of shipping with estimated charges for shipping photography packages to the schools.
- 6.11 Offerors should include with their proposal, a complete list of additional features and services which would be available to all County Schools including all discount incentives.
- 6.12 Quantities to be determined at the time of ordering and will vary from school to school. The quantities may vary from year to year.
- 6.13 Offerors should include with their proposal, a copy of their standard sales agreement for use by the students, if applicable.
- 6.14 Once individual agreements for services and products to be provided have been agreed upon between the contractor and the individual school, no changes, including costs, should be made without written approval by the school administration and purchasing.
- 6.15 Individual contracts resulting from the award of this RFP between the school and the contractor imposes absolutely no obligation on the County School Board of Chesterfield County, Virginia, to fund the contract in any way.
- 6.16 The amount due to the contractor under each individual contract should at no time exceed the aggregate per unit amount to be received by the contractor based on orders taken and funds collected.
- 6.17 The school(s) should not be obligated to purchase or pay for materials covered by such contract until they are ordered and delivered unless a deposit or other prepayment agreement is mutually agreed upon.
- 6.18 Quantities may be increased or decreased as required.

- 6.19 The school administration reserves the right to cancel any order or portion thereof, without recourse, if not received as specified.

7. SPECIAL TERMS AND CONDITIONS

7.1 Proposal Submission Instructions

In order to facilitate the analysis of responses to this RFP offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal response so that it contains individual tabs/sections detailing proposed services as outlined in the Scope of Services.

- A. Offerors' responses should be prepared as simply as possible with straightforward, concise descriptions of the capabilities to satisfy the requirements of this RFP.
- B. Expensive bindings, color displays, promotional materials, demo CDs etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.

7.2 Detailed Submittal Format

Offerors are required to use the following format when preparing their responses.

- A. Introduction letter, signed signature page and addenda acknowledgement, if applicable
- B. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the Proposal Team including name, address, telephone number and e-mail address.
- C. A detailed description of the services to be provided which addresses each of the topics listed in Section 6 Scope of Services. Clearly state your firm's ability to meet or exceed the requested services and any alternative solutions that would benefit the County.
- D. Statement of Qualifications – The offeror should include a description of the organizational and staff experience as it relates to meeting the County's/Schools' needs.
- E. Key Individuals – The offeror should provide a list of key individuals to be assigned to the contract, specify their role in administering the contract, and provide a current resume for each individual.
- F. Proposed Price in accordance with Pricing Schedule, Section 9.

8. EVALUATION CRITERIA

- 8.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

- A. Special experience, technical capabilities, professional competence, and qualifications of the offeror to provide their services and the products in accordance with the Scope of Services.

- B. Firm’s demonstrated ability to alter specifications to meet the needs of individual schools to include choice of packages and range of available options to schools/students.
- C. Qualifications and resume(s) of representative(s) to be assigned to Chesterfield County.
- D. Cost of goods/services to the students.

9. **PRICING REQUIREMENTS**

- 9.1 This RFP requires the offeror to submit pricing on a typical Photographic order as shown under Pricing Schedule, Section 9.3.
- 9.2 The pricing structure for this contract will be derived from the price list submitted in the proposal and subsequent negotiations. The price list submitted cannot be changed during the contract's initial term. The price list must include, but not be limited to, trim sizes, paper stocks, bindings, covers, end sheets, type styles and sizes, photography, proofs, graphics, design assistance, use of color, etc., with price ranges for all processes and options available.
- 9.3 **Pricing Schedule (Typical Photography Order) – The County will utilize this information for scoring and comparative purposes only. The final pricing schedule will be negotiated between the offeror and the County. Prices must be on these exact packages.**

Please provide pricing on the following packages:

PACKAGE A

- 2 – 8X10 PORTRAITS
- 2 – 5X7 PORTRAITS
- 4 – 3½X5 PORTRAITS
- 8 – BILLFOLDS
- 16 – EXCHANGE

PRICE PER PACKAGE A \$ _____

PACKAGE B

- 1 – 5X7 PORTRAITS
- 4 – 3½X5 PORTRAITS
- 4 – BILLFOLDS
- 16 – EXCHANGE

PRICE PER PACKAGE B \$ _____

TOTAL COST PACKAGE A AND B \$ _____

10. **AWARD PROCEDURE**

- 10.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

11. REFERENCES

- 11.1 All offerors shall include a list of a minimum of five references, from similar projects/contracts completed/held within the last five years, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet contract requirements. Include names and addresses, contact persons, phone numbers, and email addresses of all references.
- 11.2 References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

12. INQUIRIES

- 12.1 Any questions which may arise as a result of this solicitation may be addressed to Lorie W. Newton, Senior Contract Officer, at (804) 717-6760, or by email to purchasing@chesterfield.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

13. CONTACT WITH STUDENTS

- 13.1 As required by Section 22.1-296.1 of the Code of Virginia, Bidders/Offerors who will provide services that will place contractor or contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

14. REPORTS

- 14.1 Upon request, the Contractor shall provide the Chesterfield County Purchasing Department with a summary of all sales separated by school, consisting of the following information:

Name of School, number of students placing orders, total dollar sales for each school.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #10-9984**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature of Authorized Representative: _____

Typed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: (____) _____ **Fax:** (____) _____ **Email:** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority-Owned Business: Yes _____ No _____

Women-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

ATTACHMENT A
2009-2010 CHESTERFIELD COUNTY PUBLIC SCHOOLS

HIGH SCHOOLS

High Schools	January 29, 2010 Enrollment	Address
L. C. Bird	1879	10301 Courthouse Road Chesterfield, VA 23832
Chesterfield Community	348	12400 Branders Bridge Road Chester, VA 23831
Clover Hill	1627	13900 Hull Street Road Midlothian, VA 23112
Cosby	2037	14300 Fox Club Parkway Midlothian, VA 23112
James River	1978	3700 James River Road Midlothian, VA 23113
Manchester	1892	12601 Bailey Bridge Road Midlothian, VA 23112
Matoaca	1794	17700 Longhouse Lane Chesterfield, VA 23838
Meadowbrook	1790	4901 Cogbill Road Richmond, VA 23234
Midlothian	1416	401 Charter Colony Drive Midlothian, VA 23114
Monacan	1424	11501 Smoketree Drive Richmond, VA 23236
Thomas Dale	2379	3626 West Hundred Road Chesterfield, VA 23831
Appomattox Regional Governors	129	Washington Street Petersburg, VA 23803
Maggie Walker Governors	224	1000 N. Lombardy Street Richmond, VA 23220

MIDDLE SCHOOLS

Middle Schools	January 29, 2010 Enrollment	Address
Bailey Bridge	1425	12501 Bailey Bridge Road Midlothian, VA 23112
Carver	848	3800 Cougar Trail Chester, VA 23831
Chester	706	390 W. Hundred Road Chester, VA 23831
Elizabeth Davis	774	601 Corrus Court Chester, VA 23836
Falling Creek	1082	4724 Hopkins Road Richmond, VA 23234

Middle Schools	January 29, 2010 Enrollment	Address
Manchester	1347	7401 Hull Street Road Richmond, VA 23235
Matoaca	1100	East Campus: 6001 Hickory Road Matoaca, VA 23803 West Campus: 20300 Holloway Avenue Matoaca, VA 23803
Midlothian	1207	13501 Midlothian Turnpike Midlothian, VA 23113
Perrymont	83	8610 Perrymont Road Richmond, VA 23237
Providence	841	900 Starlight Lane Richmond, VA 23235
Robious	1255	2701 Robious Crossing Drive Midlothian, VA 23113
Salem Church	846	9700 Salem Church Road Richmond, VA 23237
Swift Creek	1006	3700 Old Hundred Road Midlothian, VA 23112
Tomahawk	1132	1600 Learning Place Loop Midlothian, VA 23114

ELEMENTARY SCHOOLS

Elementary Schools	January 29, 2010 Enrollment	Address
Bellwood	468	9536 Dawnshire Road Richmond, VA 23237
Bensley	650	6600 Strathmore Road Richmond, VA 23237
Beulah	607	4216 Beulah Road Richmond, VA 23237
Bon Air	554	8701 Polk Street Bon Air, VA 23235
Chalkley	777	3301 Turner Road Chesterfield, VA 23832
Clover Hill	865	5700 Woodlake Village Pkwy. Midlothian, VA 23112
Crenshaw	748	11901 Bailey Bridge Road Midlothian, VA 23112
Crestwood	610	7600 Whittington Drive Richmond, VA 23225

Elementary Schools	January 29, 2010 Enrollment	Address
Curtis	739	3600 W. Hundred Road Chester, VA 23831
A. M. Davis	679	415 S. Providence Road Richmond, VA 23236
Ecoff	757	5200 Ecoff Avenue Chester, VA 23831
Enon	499	2001 E. Hundred Road Chester, VA 23831
Ettrick	570	20910 Chesterfield Avenue Ettrick, VA 23803
Evergreen	967	1701 Evergreen East Parkway Midlothian, VA 23114
Falling Creek	649	4800 Hopkins Road Richmond, VA 23234
O. B. Gates	854	10001 Courthouse Road Chesterfield, VA 23832
Gordon	656	11701 Gordon School Road Richmond, VA 23236
Grange Hall	786	19301 Hull Street Road Moseley, VA 23120
Greenfield	596	10751 Savoy Road Richmond, VA 23235
Harrowgate	478	15501 Harrowgate Road Chester, VA 23831
Head Start	169	
Hening	878	5230 Chicora Drive Richmond, VA 23234
Hopkins Road	602	6000 Hopkins Road Richmond, VA 23234
Jacobs Road	804	8800 Jacobs Road Chesterfield, VA 23832
Marguerite Christian	743	14801 Woods Edge Road Colonial Heights, VA 23834
Matoaca	522	6627 River Road Matoaca, VA 23803
Providence	678	11001 West Providence Road Richmond, VA 23236
Reams Road	539	10141 Reams Road Richmond, VA 23236
Robious	687	2801 Robious Crossing Drive Midlothian, VA 23113
Salem Church	654	9600 Salem Church Road Richmond, VA 23237
Elizabeth Scott	834	813 Beginners Trail Loop Chester, VA 23836

Elementary Schools	January 29, 2010 Enrollment	Address
Alberta Smith	761	13200 Bailey Bridge Road Midlothian, VA 23112
Spring Run	838	13901 Spring Run Road Midlothian, VA 23112
Swift Creek	833	13800 Genito Road Midlothian, VA 23112
Watkins	964	501 Coalfield Road Midlothian, VA 23114
Bettie Weaver	875	3600 James River Road Midlothian, VA 2313
Wells	702	13101 S. Chester Road Chester, VA 23831
Winterpock	761	9000 Elementary Way Loop Chesterfield, VA 23832
Woolridge	813	5401 Timber Bluff Parkway Midlothian, VA 23112