



# **Salem City Schools**

## **Business Office**

Mandy C. Hall  
Chief Financial Officer

510 South College Avenue  
Salem, Virginia 24153  
Phone: (540) 389-0130  
mhall@salem.k12.va.us

### **REQUEST FOR PROPOSALS**

Division-Wide Photography Services

*Seven (7) copies of Sealed Proposals Due*

February 13, 2025  
4:00 PM  
(Local Prevailing Time)

## **GENERAL INFORMATION**

Salem City Schools is seeking proposals from qualified vendors to provide all photography services for one (1) High school, one (1) Middle school, and four (4) Elementary schools. It is the intent of school district to award an annual contract for a period of one (1) years, to be reviewed annually, with the option to extend for an additional four (4) one-year periods. If either party decides not to renew the contract, that party shall give a written notice to not renew to the other party within 60 days of the expiration of the agreement.

## **SUBMISSION OF THE PROPOSAL**

Seven (7) complete copies of the proposals, in a sealed envelope/package, will be received until **February 13, 2025 at 4:00 PM (local prevailing time)**, in the Salem City Schools Business Office at 510 South College Avenue, Salem, Virginia 24153. No faxed, emailed, telephone or oral proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Business Office by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked “**RFP Division-Wide Photography Services**” on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

By submitting a proposal, the Offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an Offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal or any resulting contract.

Salem City Schools shall provide the mechanism for the evaluation of all information received. The school district reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the school district may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Chief Financial Officer regardless of price, quality or any other factors.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

## **RFP QUESTIONS**

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail or email to:

Mandy C. Hall, Chief Financial Officer  
510 South College Avenue  
Salem, Virginia 24153

Phone: (540) 389-0130  
E-mail: [mhall@salem.k12.va.us](mailto:mhall@salem.k12.va.us)

Written responses, including any questions will be provided on our Bids and Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but may not be. It will not be reason to delay the closing time of the proposals.

Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Chief Financial Officer regardless of price, quality or any other factors.

## **SPECIFICATIONS**

Salem City Schools is soliciting proposals from qualified firms for Division-Wide photography services for the High School, for the Middle School and four Elementary Schools in Salem City. The following specifications are provided for your review and consideration:

## **PURPOSE**

Salem City Schools is seeking proposals from one or more qualified vendors to be selected for an approved photography vendor list for the evaluation committee to select from. The vendor(s) will provide the following:

1. Provide all photography services for one (1) High School, one (1) Middle School, and (4) four Elementary Schools for the 2025-26 school year with an option to renew for up to four (4) additional years if the school and vendor are in agreement as to the renewal terms.
  - a. Twice a year class photos preferred for some schools, but once a year is also a preference for others
  - b. The option to have promotion pictures for 5<sup>th</sup> graders if desired by the school
  - c. This includes all team and club pictures, and will provide team pictures for each coach and team picture for any plaques needed (8" x 10")
  - d. If more than two teams are to be photographed at one session, at least two photographers from the company will be assigned.
2. Provide photo package options for students to purchase.
3. Provide communication to families for events photography related, as well as proofs for families to purchase from.
4. Provide a student photo for the school office for cumulative files and emergency files, if requested by each principal.
5. Provide cap and gown photographs, provide flexible scheduling for senior portraits on-site and be on-site to photograph graduation.
6. Provide photos from at least one school athletic game/match for each sport to provide candid/action pictures for yearbook/newspaper purposes.

7. Provide a 20" x 16" enlargement photo of each athletic team.
8. Provide student photos in an electronic format that can easily be imported into PowerSchool student information system without substantial additional work by the school. These digital photos must have a background that doesn't detract from the picture (a black background, for example). Pictures also need to be in a digital format with an electronic process that makes for easy transfer to the yearbook publishing company.
9. Create and print student ID's.

**BACKGROUND**

Salem City Schools has one (1) High School, one (1) Middle school and four (4) Elementary Schools (approximately 1,200 High School students and approximately 200 staff members at the High School, approximately 900 middle school students and approximately 125 staff members at the middle school, and approximately 340-400 elementary students in each school and approximately 70 staff members in each elementary school) and uses a vendor to provide photography services annually. This RFP will select a vendor for the 2025-26 school year with an option to renew for four (4) additional years if both parties are in agreement as to terms.

Some revenue from school picture sales is typically returned to the school and is important to support student activities.

**SCOPE OF WORK**

Salem City Schools is requesting formal sealed proposals from a qualified vendor to provide photography services to Salem High School, Andrew Lewis Middle School, East Salem Elementary School, G W Carver Elementary School, South Salem Elementary School, and West Salem Elementary School. It is the intent of the school district to award a one year contract, to be reviewed annually, with the option to renew for an additional four year period, upon mutual agreement of both parties.

Offerors shall include in the Proposal a description of any significant task not listed in the Purpose area above which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the school district. Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection. Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the Schools in addition to general assistance.

The school district may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposal as mutually agreed to at a price mutually agreed upon. The change must be approved by the Chief Financial Officer and a Contract Addendum and/or Purchase Change Order issued by the Business Office to change the contract.

**CALENDAR OF EVENTS**

The following is a tentative outline of the schedule for selecting an offeror:

- RFP issued January 28, 2025
- RFP responses due February 13, 2025 @ 4:00 pm
- Conduct interviews and discussions February 17 – 21, 2025

- Select top ranked proposer
- Award bid and finalize contract documents
- Contract begins

February 21, 2025  
 March 4, 2025  
 July 1, 2025

**REFERENCES**

All Offerors shall include a list of five (5) references, from school districts and/or similar projects only, who could attest to the firm’s knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

References may or may not be reviewed or contacted at the discretion of the school district. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The school district reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

**EVALUATION CRITERIA**

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- Proposer’s length of time in business
- Proposer’s experience in school photography
- Variety, quality, and affordability of photo packages (to include senior photos & their sitting fee). These are very important to the division. Please explain these in the proposal, to include the number of photos taken (both class pictures and senior photos) and how students will select their pose (for senior photos)
- Proposed revenue from photos: Commission given to school, minimum guarantee and group picture commission, etc. This must be clearly defined.
- Availability of pictures in proper electronic format for PowerSchool student information system (please specify in proposal)
- Ability and staffing required to produce products on a timely basis
- Communication plan (with division as well as families)

**GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS RFP AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A PROPOSER.**

Wherever the term Salem City or Schools is used it is understood to include the Salem City School Board. Salem City Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1. The offeror shall cooperate with school officials in performing the contract to insure minimal interference with the normal school program.

**SUBMISSION AND RECEIPT OF PROPOSALS**

- To be considered, all must be delivered in a sealed envelope, clearly marked with the words “PROPOSAL DOCUMENTS”, and the name of the item being Bid and received in the Salem City Schools Business office no later than the specified due date and time.

Failure to timely submit such proposal shall disqualify the proposer and such proposal will be returned to the proposer unopened. NO FAXED BIDS WILL BE ACCEPTED.

- b) Unless otherwise specified, proposers must use the RFP/proposals form furnished by Salem City Schools. Failure to do so shall be grounds for rejection of the proposal.
- c) Proposals having any erasures or corrections must be initialed in ink by the proposer. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All proposals must either be typewritten or printed in ink.
- d) The original copy of the proposal must not be permanently bound.

By submitting a proposal, the Offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an Offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal or any resulting contract.

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### **NO CONTACT POLICY**

After the date and time established for receipt of proposals by the school district, any contact initiated by any Offeror with any School representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

### **BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the school district, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Salem City Schools. The school district will make the final determination of the proposal that best meets the needs of Salem City Schools.

## **COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Request for Proposal is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the Salem City Schools, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Salem City Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

## **PRICES TO BE FIRM**

The proposer warrants, by virtue of proposal, that the prices, terms and conditions quoted in his proposal will be firm for a period of 60 days from the date the proposals are due. Net 30 after receipt of invoice. Price should include shipping.

## **INVOICES**

The vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for the items ordered, delivered and accepted by Salem City. All invoices must show the purchase order/contract number. All vendors need to be properly registered as a payment vendor for the City in order to receive payment and not as an employee of the school division. All vendors previously registered are still in the system as a payment vendor. If no prior business had been conducted, please provide a W-9 form with bid.

## **DELIVERY POINT**

Unless otherwise indicated, all items shall be delivered F. O. B. with destination and delivery charges included in the proposal price. F. O. B. destination is interpreted to mean unloading and placing in the building or area as directed by the Schools.

## **CASH DISCOUNTS**

In determining the award of a proposal, cash discounts for prompt payment will be considered. Discount time period computations shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

## **BRAND NAMES**

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The Schools do not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is proposed, it is the vendor's responsibility to prove to the Schools that said product is equivalent to that specified in the proposal.

**QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this proposal shall be of the best quality available.

**ACCEPTANCE OF MATERIAL**

Until such time as all the conditions in the contract are fulfilled, Salem City Schools reserves the right to refuse and return material, at the seller's expense.

**WARRANTY/RETURNS**

Clearly specify your warranty of products and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

**DELIVERY**

Time is of the essence for delivery of any items, products or service procured as a result of this proposal. If delivery is not made at the time specified, Salem City Schools reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future School contracts.

**DEFAULT PROVISION**

In case of default by the vendor, the Schools shall have the sole discretion to procure the articles or services from other sources. The defaulting vendor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security. Upon written notice, the vendor will have 20 calendar days to remedy the default.

**PRICING**

In the event of discrepancy between the total pricing and unit prices, the Schools in its sole discretion, shall determine the proposal price.

**PROPOSAL**

A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The offeror shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Chief Financial Officer up to the time and date set for receipt of proposals. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each offeror is responsible for determining that all addenda have been received before submitting the proposal.

**COPYRIGHTS OR PATENT RIGHTS**

The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that Salem City Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.



**FEES INCLUDED IN PROPOSAL PRICE**

Submitted proposals shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

**TAX EXEMPTION**

Salem City Schools is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Schools will furnish a certificate of tax exemption.

**CERTIFICATION AND ABILITY**

Salem City Schools reserves the right to request from the proposer, a separate manufacturer’s certification of all statements made in the proposal. The Schools may request any or all proposers to furnish proof of experience, ability and financial standing.

**SIGNED PROPOSAL CONSIDERED AN OFFER**

This RFP must be signed as herein provided. Submission of this signed RFP shall be considered an offer by the proposer or contractor to sell the items or services as required in the specifications. All proposals are subject to approval by the Salem City School Board. In the case of default by the proposer or contractor after acceptance by the Salem City School Board may take such action, as it deems appropriate, including forfeiture of any and all bonds or security and legal action for damages or specific performance.

**COMPLIANCE WITH LAWS**

The proposer is responsible for compliance with all Local, State and/or Federal laws and regulations. Salem City Schools shall be held harmless from any liability.

**AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

A vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Salem City Schools pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 of Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Schools may void any Contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ACCEPTANCE OR REJECTION OF PROPOSALS**

Salem City Schools reserves the right to accept or reject any or all proposals/offers. The Schools also reserve the right to award the contract for any such materials, goods or services the Schools deem will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combination as shall best serve the interest of the Schools. Salem City Schools reserves the right to make a site visit to the facility prior to bid award.

## **RULING LAW**

This RFP and any contract executed pursuant hereto of which this RFP shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party of such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the City of Salem or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

## **NONDISCRIMINATION PROVISIONS**

During the performance of this contract, the vendor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer. The offeror shall include the provision of the foregoing paragraph in every purchase order over \$10,000 so that the provisions will be binding upon each vendor.

## **INSURANCE**

The VENDOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the VENDOR'S execution of the work, whether such execution be by himself or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the VENDOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees, and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the Salem City Schools shall be filed with the Salem City Schools prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the Salem City Schools.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the VENDOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the VENDOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the VENDOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the VENDOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

**ANTI-DISCRIMINATION:**

By submitting their proposals, respondents/offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPS)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious beliefs, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; if the faith-based organization segregates public funds into separate accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.IE).

In every contract over \$10,000 the provisions in 1, and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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.
  - b. The contractor, in all solicitations or advertisements for employment placed by or on

behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**NONDISCRIMINATION OF CONTRACTORS:**

A respondent, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the respondent or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

**SPECIAL INSTRUCTIONS**

**ANTITRUST**

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Salem City Schools all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Salem City Schools under said contract.

**AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that Salem City Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

**ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the in whole or in part without the written consent of Salem City Schools.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By signing this proposal, the proposer certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

**ANTI-COLLUSION CERTIFICATION:**

By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair

and without collusion or fraud. I understand collusive bidding is a violation of the Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

### **KICKBACKS**

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

### **DEBARMENT**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Salem City Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The school district cannot legally agree to any clause indemnifying the Vendor from any damages arising out of the contract or holding the Vendor harmless. The submission of a bid or proposal means that the Vendor agrees not to request such language in the resulting contract.

### **CONTRACT**

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal. The City of Salem Schools reserve the right to terminate the contract/purchase

order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain adequate insurance.

**DRUG-FREE WORKPLACE**

During the performance of this contract, the vendor agrees to (i) provide a drug-free workplace for the Vendor’s employees; (ii) 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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of 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 Vendor 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.

**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT**

Prior to awarding a contract for the provision of services that require the Vendor or his employees to have direct contact with students, the school board shall require the Vendor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

**PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for Salem City Schools pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the school system and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**NOTICE OF PROPRIETARY INFORMATION FORM**  
**Division-Wide Photography Services**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
  
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
  
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**SIGNATURE SHEET**  
**Division-Wide Photography Services**

BY SIGNING THIS CERTIFICATION, THE PROPOSER INDICATES AN UNDERSTANDING OF THE REQUIREMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PROPOSAL.

DATE \_\_\_\_\_

PAYMENT TERMS – NET 30

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEIN: \_\_\_\_\_

VA BUSINESS LICENSE NUMBER: \_\_\_\_\_

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) \_\_\_\_\_

VIRGINIA SCC NUMBER OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE § 2.2-4311.2 \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_



**REFERENCE FORM**  
**Division-Wide Photography Services**

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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**Salem City Schools**  
**Contractor Certification Form (Can be completed at time of Contract)**

The Code of Virginia (Section 22.1-296-1) requires contractors who provide services to schools with employees who will have direct contact with students on school property during regular school hours or during school-sponsored activities to provide certification that all such persons (contractor and employees) have not been convicted of the crimes listed below

**I. Certification Section to be Signed by CEO or Designee**

***I certify to Salem City Schools that to the best of my knowledge that no employee of my company having direct contact with students during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.***

Name of Company CEO or Designee \_\_\_\_\_

Title of CEO or Designee \_\_\_\_\_

Name of Company \_\_\_\_\_

Signature of Company CEO or Representative \_\_\_\_\_

Phone Number (        ) \_\_\_\_\_

Date \_\_\_\_\_

If the company is unable to provide the certification due to a conviction, please return the form and attach an explanation.

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**II. Certification Section to be Signed by Each Individual Employee Who Will Physically Work on Salem School Property During Regular School Hours or School-Sponsored Activities**

***By signing below, I certify to Salem City Schools that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.***

<u>Printed Employee Name</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

