



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS – Photography Services

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, December 12, 2019. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked: 2020 Photography Services**. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, December 12, 2019 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town is seeking photography services for youth program participants.

Specifications and bid forms must be obtained online at www.newmilford.org.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford “Municipal Purchases” Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.



Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer

New Milford Parks and Recreation

JPCC

2 Pickett District Road
New Milford, CT. 06776
Phone: (860) 355-6050
Fax: (860) 355-6052

Bid Specifications: 2020 Photography Services for Parks & Recreation Programs

INTENT:

It is the intent of the Town of New Milford to contract for photography services in order to provide youth program participants of the Town of New Milford Parks and Recreation Department with affordable photography services. The Town of New Milford has the right to refute this agreement with the purveyor if the bid specifications are not adhered to.

SUBMISSION, RECEIPT AND OPENING OF BIDS:

The Town of New Milford, CT (“Town” or “Municipality”) invites bids on the service described herein. All blanks must be appropriately filled in. Bids will be received by the Purchasing Authority until 3:00 p.m. on Thursday, December 12, 2019 and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed, and delivered to:

**Purchasing Authority - Town of New Milford, CT
Roger Sherman Town Hall – Lower Level
10 Main Street
New Milford, CT 06776**

Said submissions should be clearly designated as Bid for 2020 Photography Services. The Municipality reserves its right to consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any portions thereof and take any action deemed to be in the best interest of the Town.

PREPARATION OF BID:

Two (2) original copies of each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and **person of contact**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following:

- A. Bid Form
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit of Prime Bidder
- D. Certificates of Insurance

SPECIFICATIONS:

1. The initial bid shall be for the first year of service. The bid is payable within ten (10) business days of the award. The contract shall run from January 1 to December 31, 2020.
2. Three (3) Year Option: The second and third year of service shall be at the option of the Town of New Milford Parks & Recreation Department. A letter of intent must be received by November 1st in order to renew for the second and third year. If a letter of intent is not received by November 1st it shall be understood that this agreement is terminated. The fee for the second year option shall be the same as the first year plus a ten-percent (10%) increase, which is due in full by January 1, 2021. The fee for the third year is the same as the first year plus twenty-percent (20%) increase, which is due in full by January 1, 2022. Both the deposit and balance shall be submitted to the New Milford Parks & Recreation Department, 2 Pickett District Road, New Milford, CT 06776 (check payable to the Town of New Milford).
3. No Transfer of the photography services shall be allowed without prior approval by the Parks & Recreation Department.
4. The photography contractor may be terminated by the Town of New Milford upon thirty (30) days written notice for not adhering to specifications, or for performance deemed unsatisfactory by the Parks & Recreation Department.
5. Bidding opens with a minimum offer of \$600.00 for the first season. Please Submit a list of the services that you are offering including pricing with bid packet.

6. It shall be the responsibility of the winning bidder to make arrangements in advance to attend the following Parks & Recreation Department activities to receive orders and to take photographs: **Spring Soccer** (approximately 110 children); **Fall Soccer** (approximately 129 children); **Ballet Princesses** (approximately 10 children per class); **Fall Ice Skating** (approximately 30 children) and **Winter Ice Skating** (approximately 40 children).
7. All mounts shall include the New Milford Parks & Recreation Department logo.
8. Payment by families shall be made directly to the awarded bidder at the activity site.
9. Awarded bidder shall provide New Milford Parks and Recreation with a list of participating families within seven days of photo day.
10. All photographs and packages shall be delivered to the New Milford Parks & Recreation Department for pick up by purchasers within two weeks (14 days) from the final day of the program.
11. Estimated photo shoot dates for New Milford Parks & Recreation Programs:
Spring Soccer photos - Saturday mornings in May
Fall Soccer - Saturday mornings in October
Ballet Princess - Dates vary
Fall Ice Skating - Saturday mornings in November
Winter Ice Skating - Saturday mornings in January
12. Required Deliverables:
 - a. Small memory mate (3x5 individual & 5x7 team in mount)
 - b. Large memory mate (3x5 individual & 5x7 team in mount)
 - c. 5x7 team
 - d. 5x7 individual
 - e. 8x10 individual
 - f. Individual wallet size
 - f. 8x10 magazine cover
 - g. Wheaties box
 - h. Trading Cards
 - i. Key Chain
 - j. Photo Buttons
 - k. Photo Magnets
 - l. Mouse Pad
 - m. Individual calendar
 - n. Players Plaque with personal engraving
 - o. Team/player's plaque with personal engraving
 - p. We also request discounted photo packages of above deliverables
 - q. One (1) complimentary team/group photo plaque for each team photographed (coaches plaques)

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally, **either in person or via phone**. Every request for such interpretation must be in writing and addressed to:

Dan Calhoun
DCalhoun@newmilford.org

and, to be given consideration, must be received at least seven (7) business days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted no later than seven (7) calendar days prior to the date fixed for the opening of the bids. Any addenda shall be posted on the State of Connecticut's DAS Website as well as the Town's website, www.newmilford.org. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

INSURANCE REQUIREMENTS

A certificate of Insurance is required to be submitted upon execution of any agreement. The Contractor must carry the following minimum insurance coverages:

A. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits of Liability shall be combined bodily injury and property damage:

General Liability per occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

B. Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: \$1,000,000

Umbrella limits over Automotive Liability limits may be used to make up the required limits.

C. Statutory Workers Compensation and Employers Liability

Each Accident	\$ 100,000
Disease – each employee	\$ 100,000
Disease policy limit	\$ 500,000

Or in accordance with the requirements of the laws of the State, whichever is greater.

D. Umbrella/Excess: \$2,000,000

E. If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automotive Liability insurance policies.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

F. Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.

G. **The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.**

H. Note these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.

I. Any changes in insurance coverage will require thirty (30) days notice to the Town of New Milford.

Town of New Milford, Connecticut
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut
County of _____

_____ being first duly sworn affirms that:

1. He is _____ of _____, the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
3. Such Price is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford, or any person interested in the proposed Contract; and
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Signature: _____ Printed name: _____

Title: _____ Company: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

On this the ____ day of _____, 2019, before me, _____ a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for said state, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged that (he/she/they) executed, in authorized capacity, the same for the purposes therein contained.

WITNESSS whereof I hereunto set my hand:

Notary Public/Commissioner of the Superior Court/Justice of the Peace (circle one)

My Commission Expires/Juris Number (circle one)

PURCHASING AUTHORITY
Town of New Milford, Connecticut
INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: 2020 Photography Services

BID OPENING: December 12, 2019

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Signature

Title

Company

Date

An Equal Opportunity/Affirmative Action Employer

Town of New Milford
New Milford Parks & Recreation Department
Photography Services

Bid Sheet

Bid for first year of photography services \$ _____

(Please enter amount in words)

Please list all items that you can provide:

Please list all items that you cannot provide:

Name of Company: _____

Signature: _____ Printed Name: _____

Address: _____

Email Address: _____ Phone Number: _____

Website: _____