

**LEWISVILLE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
LEWISVILLE, TX 75067**

**NOTICE TO BIDDERS
CSP #2261-13**

SCOPE OF WORK: Lewisville Independent School District is requesting proposals for
School Pictures - Secondary.

Firm Name _____ Date _____
Address _____ Phone _____

Sealed competitive proposals will be received by the Purchasing Department of the Lewisville Independent School District until February 26, 2013 at 2:00pm CST for:

SCHOOL PICTURES - SECONDARY

1. Proposals will be opened at 2:00pm CST on February 26, 2013 at the Bolin Administrative Center, Purchasing Department, 1565 W. Main Street, Room 220, Lewisville, TX 75067. Proposals will be opened at this time at the same address. Sealed proposals must be properly labeled on the OUTSIDE of the envelope as follows:

S. David Lyons, Director of Purchasing
William T Bolin Administrative Center
Purchasing Department
1565 W. Main Street, Room 220
Lewisville, TX 75067

*“Competitive Sealed proposal for School Pictures - Secondary – CSP #2261-13
Opens February 26, 2013 at 2:00pm CST”*

2. LISD will hold a pre-bid meeting on February 13, 2013, at 10:00am CST at the Bolin Administrative Center, Purchasing Department, 1565 West Main Street, Room 220, Lewisville, TX 75067. Attendance is strongly recommended.
3. Physical address for delivery of proposal is William T Bolin Administrative Center, Purchasing Department, 1565 W. Main Street, Room 220, Lewisville, TX 75067.
4. Any requests for additional information pertaining to these specifications, should be directed in writing by fax or email to S. David Lyons at fax number: 214/222-2450 or email: lyonsd@lisd.net.
5. No proposal will be considered which is not submitted on the attached “Bid Document” form signed by a proper official of the supplier and submitted in a sealed envelope. No telegraph, telephone, or faxed proposal will be accepted.

Publish: February 1 and 8, 2013

SERVICES GENERAL CONDITIONS

1. Bids shall be submitted on this form. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened.

2. Bids must be received in the Purchasing Department office **before the hour and date specified**. **DO NOT FAX YOUR BID!**

If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

3. The District is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
4. The Board of Trustees of Lewisville Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the District.
5. All services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
6. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and hold harmless the Lewisville Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the Lewisville Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.
7. It is **not** the policy of the District to purchase on the basis of low bids alone. In evaluating bids submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.
 - a. the purchase price;
 - b. the reputation of the vendor and of the vendor's goods or services;
 - c. the quality of the vendor's goods or services;
 - d. the extent to which the goods or services meet the district's needs;
 - e. the vendor's past relationship with the district
 - f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
 - g. the total long-term cost to the district to acquire the vendor's goods or services; and
 - h. any other relevant factor specifically listed in the request for bids and proposals.
8. The contract will be awarded in the best interest of Lewisville Independent School District. Specific award information is located under Specific Terms and Conditions Item #1.
9. Any and all protests regarding LISD bidding procedures will be governed by the "Lewisville Independent School District Procedure for Protests".
10. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.
11. The Lewisville Independent School District may not be held liable for non-funding of a contract caused through no fault of its own.
12. Vendors not responding appropriately to Bid Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested.

13. All Bidders must execute the "Affidavit of Non-Collusion", "Felony Conviction Notice", "Bidders Certificate", "Debarment and Suspension Certification Form", "Deviation/Compliance Signature Form", or "No Bid Notification" enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.
14. Bid results will be presented to the Lewisville Independent School District Board of Trustees for approval at the earliest opportunity following the bid/proposal opening if \$20,000 or greater.
15. It is the policy of the Lewisville Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
16. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relive the assigned of liability in the event of default by the assignee.

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature on Bid Document the vendor certifies that:
 - a. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
 - b. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
2. CONTRACT MODIFICATION: No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
3. CONTRACT AND PURCHASE ORDERS: A response to this Bid Document is an offer to contract with the LISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are both accepted by the LISD through an Award Letter to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of LISD Purchasing Department.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in Denton County.
4. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
5. GRATUITIES: The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the Lewisville Independent School District with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.
6. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.
7. ASSIGNMENT-CLAIMS: Vendor and the Lewisville Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the District. Therefore, vendor hereby assigns the District any and all claims for such overcharges.
8. ADVERTISING: Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
9. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Lewisville Independent School District and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Denton County.
10. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of Lewisville Independent School

District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

11. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
12. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
13. INTERPRETATION-PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
14. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Lewisville Independent School District, termination for non-availability of funding and for prepayment, without penalty.
15. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.
16. INFRINGEMENT: Contractor agrees to protect Lewisville Independent School District from claims involving infringement.
17. TECHNICAL SPECIFICATIONS: Technical specifications define the minimum acceptable standard.
18. REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the LISD may terminate the vendor's contract for cause as provided by the remainder of this section.

If any delay or failure of performance is caused by a Force Majeure event as described in section #11 of this Standard Terms and Conditions document entitled "Force Majeure," the LISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in services or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- (a) The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.
- (b) The vendor delivering any service(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded service(s).
- (c) The vendor delivering any substitution(s) of service(s) different than those originally bid and awarded without the written approval of LISD.
- (d) The bidder's entire response to the Bid Document.
- (e) The bidder's Notice of Award document.

- (f) And any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the LISD.

Collectively, these documents represent the entire agreement between the parties.

19. ORDER OF PRECEDENCE: In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.
20. ERRORS OR OMISSIONS: The District is not responsible for any bidder's errors or omissions.
21. CONFIDENTIAL INFORMATION: If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the document.
22. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. **It is your responsibility to obtain any addenda that pertains to this bid.** We are no longer mailing the specifications or addenda.
23. EXTENSION/NON-APPROPRIATIONS CLAUSE: This contract may be renewed for two additional one year terms if the vendor and the District agree. Price increases for additional year will be negotiated at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for additional years and price restructuring must be completed before date of renewal.

FORM A

AFFIDAVIT OF NON COLLUSION

The undersigned certifies that the bid/proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid/proposal is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all services upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on the _____ day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ Hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone Number _____

Fax Number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20____

Notary Public in and for the State of _____

Company Name _____

FORM B**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 9, Section 44.034 of Texas Education Code, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code §22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner's property or other location where students are regularly present. Owner shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

Please complete the information below:

I, the undersigned agent for the firm named below, **certify that the information** concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on LISD campuses have been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print or type):

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

(Name should be the same as on the affidavit-Form A)

C. My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

FORM C

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

- (2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- (3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature_____

Print Name_____

I certify that _____ is a
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

(City and State)

Signature_____

Print Name_____

FORM D

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$25,000. Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- ♦ Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§_.36).

Vendor Name:_____

Vendor Address:_____

Vendor Telephone:_____

Authorized Company Official's Name:_____
(printed)

Signature of Company Official:_____

Date:_____

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> OFFICE USE ONLY </div> <div style="border-bottom: 1px solid black; height: 100px; position: relative;"> Date Received </div>	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> 1 Name of person who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> 3 Name of local government officer with whom filer has employment or business relationship. </div> <div style="text-align: center; margin: 10px 0;"> _____ Name of Officer </div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> 4 </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Signature of person doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div>		

FORM F

Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

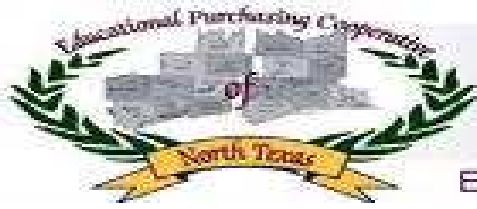
Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

FORM G



EPCNT
Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Lewisville Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____

No _____

If you (the Vendor) checked yes, the following will apply:

Governmental entities utilizing interlocal agreements with the Lewisville Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Lewisville Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Lewisville Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>.

Company Name:

(Typed or printed)

Title of Authorized Representative:

(Typed or printed)

Signature of Authorized Company Official:

Date Signed:

FORM H

DEVIATION/COMPLIANCE SIGNATURE FORM

COMPANY NAME

ADDRESS

CITY

STATE

PHONE NUMBER

FAX NUMBER

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

- ☐ No Deviation
- ☐ Yes Deviations

If yes is checked, please list below.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

FORM I

NO BID NOTIFICATION

VENDOR NAME _____ AGENT'S NAME _____

ADDRESS _____ BID NUMBER _____

DESCRIPTION _____

The Lewisville Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials, equipment, and services. Therefore, it is important for us to determine why you are not bidding. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product
- _____ Quantities offered are too small or too large to be supplied by my company.
(please circle one of the underlined)
- _____ Specifications are "too tight" or written around a particular product.
(Please elaborate on this item) _____
- _____ Cannot bid against manufacturer or jobber on this item.
(please circle one of the underlined)
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a contract by LISD when you felt you were low bidder.
- _____ Other: _____

Please indicate your choice for future notifications.

_____ I wish to be notified.* _____ I do not wish to be notified.

**The Lewisville ISD will make every effort to notify your company, but the selection to be notified does not state or imply a guarantee of notification by the Lewisville ISD.*

The signing of this form confirms your company is not submitting a proposal and cannot be an awarded vendor for this bid. Do not return this form if your company intends to participate in this bid.

SIGNATURE

DATE

FORMS CHECKLIST

- ☐ Completed – Affidavit of Non Collusion - Form A
- ☐ Completed – Felony Conviction Notice - Form B
- ☐ Completed – Bidders Certification – Form C
- ☐ Completed – Debarment and Suspension Certification – Form D
- ☐ Completed – Conflict of Interest Questionnaire (CIQ) – Form E
- ☐ Completed – W-9 – Request for Taxpayer Identification Number – Form F
- ☐ Completed – Interlocal Agreement Clause – Form G
- ☐ Completed – Deviation/Compliance Signature – Form H

or

- ☐ No Bid Notification – Form I**
**Do not return this form if your company intends to participate in this bid.

SCOPE OF WORK:

Lewisville Independent School District needs school pictures for approximately 26,500 students. For the 2012-13 school year, LISD will have 25 (Grades 6-12) secondary campuses. The company will be required to schedule all campus pictures as specified. The purpose of this proposal is to secure a qualified vendor that can provide school pictures for a period of two (2) years with three (3) successive one year extensions.

This bid will be available for members of the Educational Purchasing Cooperative of North Texas (EPCNT) to utilize. There are currently over sixty members made up of districts in Region X and Region XI. A list of current members can be found at the coop's website <http://www.epcnt.com>. This is a cooperative bidding program of local school districts. This enables school districts to use the bids of other school districts without having to go through the formal bid process.

SPECIFIC TERMS AND CONDITIONS:

1. This contract will be awarded to a primary vendor as determined to be the best value to Lewisville Independent School District. Lewisville Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.
2. **Length of Contract:** All responses to this CSP shall be for a two-year (2) agreement between the District and the provider with three (3) successive one (1) year extensions, based on the long-range needs of the District and mutual consent of both parties not to exceed five (5) years total.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
4. Final evaluation of this CSP will be based on the Texas Educational Code 44.031 (b). Evaluation of pricing will be based on Unit Price value to be submitted on the attached "**PRICING SHEET**". Evaluation criteria for this CSP will be per the following:

Evaluation Criteria	Point Value
Purchase Price	40
Reputation of the vendor and vendor's goods or services	15
Quality of the vendor's goods or services	10
Extent to which the goods or services meet the district's needs	15
Vendor's past relationship with the district	5
Impact of district's compliance with laws and rules relating to Historically Underutilized Businesses	0
Total long-term cost to the district	5
Other relevant factors specifically listed in this CSP	10
Total Points	100

5. **Timetable:**

Release CSP	February 1, 2013
Pre-Bid Meeting	February 13, 2013 at 10:00am CST
Deadline for Questions	February 15, 2013 - 12:00pm (Noon) CST
Respond to Questions by	February 18, 2013
Deadline for Submittal of Proposal	February 26, 2013 - 2:00pm CST
Interviews (if needed)	March 5, 2013
Recommendation to Board	April 8, 2013

6. **Pre-Bid Meeting:** LISD will hold a pre-bid meeting on Tuesday; February 13, 2013 at 10:00 a.m.CST at the W.T. Bolin Administration Building, Purchasing Conference Room, 1565 West Main Street, Lewisville, TX 75067. Attendance is recommended.
7. **Communications:** All questions received and the corresponding answers will be distributed to all bidders. **No verbal responses will be provided.** The deadline for questions about this proposal will be 12:00 p.m. (noon) CST, February 15, 2013. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, companies supplying quotations should email or

fax David Lyons to answer any and all questions. Response to questions will be posted in the form of an addendum to this CSP on the [LISD Purchasing website](#) by February 18, 2013. **The vendors will be responsible for checking the website for any posted addenda.**

All vendor communications must be directed in writing to:

David Lyons, Director of Purchasing
Bolin Administrative Center
Purchasing Department
1565 West Main Street, Room 220
Lewisville, TX 75067
Telephone: (972) 350-0954
Fax: (214) 222-2450
Email: lyonsd@lisd.net

8. **Deadline for Submittal:** We must receive your response to this CSP by 2:00 p.m. CST on February 26, 2013, at Bolin Administrative Center, Purchasing Department, 1565 West Main Street, Room 220, Lewisville, TX 75067. Proposals received after this time and date will not be considered. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. The time and date recorded in the Purchasing Office shall be the official time of receipt. . **The District will not accept fax proposals.**

If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

9. **Proposal Submittal: One original and three (3) copies of the proposal must be sealed in an envelope clearly marked on the outside with CSP #2261-13 – School Pictures - Secondary.**
10. **Acceptance:** LISD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined "Best Value for the District."
11. Contract shall be put into effect by means of a purchase order(s) executed by the District after proposal has been awarded.
12. LISD reserves the right to add additional campuses or facilities during the contract period.
13. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Vendor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.
14. Transfer or assignment of contract by vendor is prohibited.
15. All invoices must be submitted to LISD's Billing address:

Lewisville ISD
Attn: Accounts Payable
P O Box 217
Lewisville, TX 75067

If your company uses any other billing address, Lewisville ISD will not be responsible for late payments, service charges, etc. LISD's purchase order number must be referenced on the invoice.

16. The Lewisville Independent School District reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.
17. Vendor accepts full responsibility for adhering to Senate Bill 9 requirements. At no time shall vendor have

unsupervised contact with students.

18. Provide LISD with order information on where purchase orders are to be sent:

_____ Company Name	
_____ PO/Street Address	_____ Phone Number
_____ City/State/Zip Code	_____ Fax Number

19. Provide LISD with remit information on where payments are to be sent:

_____ Company Name	
_____ PO/Street Address	_____ Phone Number
_____ City/State/Zip Code	_____ Fax Number

20. Provide LISD with contact information:

(Name)	
Main Contact: _____	Phone: _____
Title: _____	
Email: _____	Fax: _____
(Name)	
Invoicing Contact: _____	Phone: _____
Title: _____	
Email: _____	Fax: _____

21. **References:** Please provide three (3) references from an educational institution, preferably from independent school districts in the DFW area of similar size to LISD, who have used your services within the last three years. Additional references may be required.

A.	_____ School District	_____ Contact Person
	_____ Address	_____ Telephone #
B.	_____ School District	_____ Contact Person
	_____ Address	_____ Telephone #
C.	_____ School District	_____ Contact Person
	_____ Address	_____ Telephone #

22. **INSURANCE:** Copies of the successful contractor's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurance Requirements:

Limits:

A.	General Liability	General Aggregate	\$1,000,000
		Products - Comp/or Agg.	\$1,000,000
	Commercial General Liability	Personal & Adv. Injury	\$1,000,000
	Claims Made Occur.	Each Occurrence	\$1,000,000
	Owner's & Contractor's Prot.	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one person)	\$ 5,000
B.	Automobile liability	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury	
	All Owned Autos	(per person)	
	Scheduled Autos	Bodily Injury	
	Hired Autos	(per accident)	
	Non-Owned Autos	Property Damage	
	Garage Liability		
C.	Umbrella form - Excess liability		
	State the limits that your company carries. _____		
D.	Worker's Compensation	Statutory	
	and	Each Accident	\$ 500,000
	Employers' Liability	Disease - Policy Limit	\$ 500,000
	Disease - Each Employee		\$ 500,000

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Lewisville ISD.
2. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
3. The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
4. The selected bidder will be required to supply an insurance certificate naming Lewisville Independent School District as an additional insured.

****You are required to submit a certificate of insurance for the above insurance requirements with your bid. ****

****Item #2,3,4 (above) shall be required of the successful vendor/s only.****

SPECIFICATIONS:

SCOPE

Lewisville Independent School District needs school pictures for approximately 26,500 students. For the 2012-13 school year, LISD will have 25 (Grades 6-12) secondary campuses. The company will be required to schedule all campus pictures as specified. The purpose of this proposal is to secure a qualified vendor that can provide school pictures for a period of two (2) years with three (3) successive one year extensions.

Please complete the sections below with discount and pricing information. At a minimum, the respondents must address the requirements of this CSP. Respondents are encouraged to offer information that would benefit Lewisville ISD and/or differentiate them from their competitors.

SPECIFICATIONS

1. The District requires the ability to photograph students randomly in order to reduce the out-of-class time. Does your company have computerized cameras?
_____Yes _____No. If no, what type of equipment will you be using?

2. Does your equipment have bar coding capabilities? _____Yes _____No
3. Do you have the capability of creating customized identification cards?
_____Yes _____No If yes, furnish sample with proposal. Cost _____
4. Can you print the ID cards within one (1) week after pictures are taken? _____Yes _____No
5. Can you provide all yearbook portrait pictures on CD to industry standards? _____Yes _____No
List all special concerns. _____
6. The successful vendor shall have the capability to label and sort all packages alphabetically to each school's specifications, provide all yearbook services sorted and labeled to the advisor's specifications, and furnish a package verification list to determine who bought what.
7. The successful vendor shall provide fall and spring pictures at the campuses discretion.
8. The successful vendor shall give a 100% guarantee on all portraits. Retakes will be made for any reason at the discretion of the parents. A customer service hotline number shall be printed on all advertising that the parents can use when situations arise. The campuses will determine retakes at their location. At a minimum, one retake day (onsite) should be slated. If there are any charges for retakes, please state. _____
9. The District requests delivery of individual picture packages commence no later than four (4) weeks following picture day.
Can you company comply? _____Yes _____No
10. The successful vendor shall furnish all teachers, principals, custodians, and cafeteria staff a Section I - Package E at no charge.
11. All commission checks shall be paid to LISD and sent to the corresponding campus within ten (10) working days following picture days.
12. The successful vendor shall furnish each school with two (2) take-home notices to inform parents of picture day and description of procedures and policies for refunds and retakes. These shall be sent 5-7 days prior to picture day. A reminder notice shall be sent the day before picture day.

13. The successful vendor shall have secured student identification material from each secondary principal and have it printed prior to picture day in order to eliminate as much lost time from the classroom as possible.
14. Vendors may show additional products and services that may show additional value. Samples can be included with the bid proposal. Do not enclose or attach the bid proposal to the sample. For those vendors interviewed, samples or any other additional information can be brought.
15. Individual pictures are taken in both the fall and spring time. The fall pictures are for the yearbooks and school pictures and the spring pictures are personality pictures.
16. The District would like the pictures put on a CD for yearbook use.
17. The District would prefer the students and staff names be included in the group pictures.
18. There are currently around 3,609 seniors in the Lewisville ISD.
19. Various backgrounds have been used at different campuses. LISD would like to have some options and backgrounds to choose from. The backgrounds will be selected by each campus.
20. The provision of supplies, equipment, materials, and personnel necessary to perform the Secondary School Picture Services will be the sole responsibility of the vendor, and all such items/personnel necessary to perform the Secondary School Picture Services shall be included in the bid proposal.
21. The successful vendor shall furnish each school and the Director of Purchasing a complete commission report once a year or as requested by the District.
22. The successful vendor shall furnish one photographer for every 300 students enrolled. Each principal shall have input on this item.
23. The successful vendor may be furnished with school names and addresses along with principal names. Scheduling of Fall pictures shall be completed by May 15 of each year. A copy of the composite of all campuses schedule shall be furnished to the Executive Director of Student Services, Mr. Tommy Ellington.
24. The successful vendor shall assign a dedicated employee for LISD to make all Spring and Fall picture packet pick ups.
25. When picture packets are delivered to the campus, the successful vendor representative will schedule three (3) pick up dates mutually agreed upon by the awarded vendor and the campus.
26. The third Monday of May, successful vendor will send a fax, as a last call for pickup, to all schools. Vendor will schedule all those campuses with packets to pick up the final full week of the school year.
27. In mid-June, successful vendor will audit all accounts. A final check to any campus that had picture packets picked up during the third week will be generated. These checks will be delivered during the first week of school, date to be determined based on the LISD Calendar.
28. Should your company offer any additional incentives, recognition awards, bookmark, etc., please list below or attach a separate sheet referring to this item number.

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

g. _____

h. _____

29. Successful vendor must have a senior portrait studio within the district lines, with year-round customer support and available photography schedule.
30. Successful vendor must be able to schedule on-campus dates to photograph seniors prior to the yearbook deadline.
31. Successful vendor must provide the tux and drape for the yearbook pose and have the proper cap and gown available for each student.
32. Successful vendor must allow each student to take a yearbook image at no charge.
33. Successful vendor needs to provide online image and name tracking for the senior images for the school staff to utilize.
34. Successful vendor must provide an industry standard CD or DVD with student names and images.
35. Does your company do criminal background checks for all your employees? Yes _____ No _____
36. Are pictures fully digital? Yes _____ No _____
37. Can all your pictures be retouched? Yes _____ No _____
38. Does your company offer varied backgrounds? Yes _____ No _____
If yes, please provide information on this service.

_____.
39. Does your company provide year imprints and the name of the student on the picture?
Yes _____ No _____
40. Does your company offer Black & White school pictures? Yes _____ No _____

Section I – School Pictures

NOTE: This pricing sheet is for proposal comparisons and must be completed.

The following picture packages are for equal pricing purposes. If you have an alternate package that will be a better value for the District, please attach at the end of this document. If you use another packet for secondary schools, please include a written explanation and the name of a district that uses your submitted alternative. List names and phone numbers of a contact person in that district.

SECONDARY GRADES 6-12

PACKAGE A			PACKAGE B		
2	-	8 X 10	1	-	8 X 10
2	-	5 X 7	2	-	5 X 7
2	-	3 X 5	2	-	3 X 5
8	-	2 X 3	4	-	2 X 3
12	-	1.5 X 2.5	8	-	1.5 X 2.5
COST \$			COST \$		
PACKAGE C			PACKAGE D		
1	-	8 X 10	1	-	5 X 7
2	-	5 X 7	2	-	3 X 5
2	-	2 X 3	6	-	2 X 3
4	-	1.5 X 2.5	13	-	1.5 X 2.5
COST \$			COST \$		
PACKAGE E			PACKAGE F		
1	-	5 X 7	1	-	3 X 5
4	-	2 X 3	2	-	2 X 3
9	-	1.5 X 2.5	4	-	1.5 X 2.5
COST \$			COST \$		

Each school is to receive a commission percentage of the total money collected from all picture sales, including options, after deducting state and city sales tax. Examples of a package sale is as follows:

Example:

Package \$10.00 – 8.25% tax = \$9.18*
Commission \$9.18 x 50% commission** = \$4.59

NOTE: This is the commission due to the school on the sale of a \$10.00 package. Commission is figured after tax has been deducted.

*Current sales tax rate for the following cities within LISD are:

Lewisville – 8.25%

The Colony – 8.25%

Carrollton – 8.25%

Flower Mound – 8.25%

Highland Village – 8.25%

Frisco – 8.25%

**50% commission was used as an example.

COMMISSION RATE: _____%

NOTE: The commission rate applies to any and all listed packages and additional packages in both Section I & Section II that are approved by Lewisville Independent School District.

Section II – Senior Pictures

NOTE: This pricing sheet is for proposal comparisons and must be completed.

The following picture packages are for equal pricing purposes. If you have an alternate package that will be a better value for the District, please attach at the end of this document. If you use another packet for secondary schools, please include a written explanation and the name of a district that uses your submitted alternative. List names and phone numbers of a contact person in that district.

Senior Pictures - Student Pricing Sheet

INDIVIDUAL PRICING SHEET	
8 X 10 - COST PER SHEET \$ _____ 5 X 7 - COST PER SHEET \$ _____ 3 X 5 - COST PER SHEET \$ _____ 2 X 3 - COST PER SHEET \$ _____ 1.5 X 2.5 - COST PER SHEET \$ _____	PICTURES PER SHEET _____ PICTURES PER SHEET _____ PICTURES PER SHEET _____ PICTURES PER SHEET _____ PICTURES PER SHEET _____
PACKAGE A – Up to 4 Poses	PACKAGE B – Up to 3 Poses
Choice of 16 x 20 or 11 x 14 4 - 8 X 10 10 - 5 X 7 4 - 4 X 5 88 - wallets Wallet box Wallet album Wallet personalization Proof Set and Folio Senior Pix CD Wallet Frame COST \$ _____	3 - 8x10 8 - 5x7 4 - 4x5 72 wallets Wallet box Wallet album Wallet personalization Proof set and Folio COST \$ _____
PACKAGE C – 2 Poses	PACKAGE D – 2 Poses
2 8x10's 6 5x7's 4 4x5's 56 wallets Wallet box Wallet album Wallet personalization COST \$ _____	1 8x10 4 5x7's 4 4x5's 48 wallets Wallet box Wallet album COST \$ _____
PACKAGE E – 1 Pose	
1 8x10 4 5x7's 4 4x5's 48 wallets Wallet box Wallet album COST \$ _____	