



REQUEST FOR PROPOSAL

Sam Houston State University

A Member of the Texas State University System

Procurement and Business Services

Reference Number 753-2-001MAR

Graduation Photography Services

Mail Proposals To:
Sam Houston State University
Procurement & Business Services
Box 2028
Huntsville TX 77341

Deliver Proposals To:
Sam Houston State University
Procurement & Business Services -
CHSS Bldg
1901 Avenue I Suite 452
Huntsville TX 77340

PROPOSAL MUST BE RECEIVED BY: 3 PM Central Time 1 November 2011

FAX PROPOSALS WILL NOT BE ACCEPTED

**Show RFP Number, Opening Date and
Time on Return Envelope**

Note: A proposal must be received and time stamped at Sam Houston State University by the hour and date specified for a proposal to be accepted for consideration. After receipt, only the names of offerors will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

Agency Invoice Address:
Sam Houston State University
Accounts Payable
Box 2185
Huntsville TX 77341

Refer Inquiries To:
Procurement and Business Services
Marilyn Meshell, Purchaser II
Telephone No: 936 294-1905
E-mail: pur_mar@shsu.edu

All proposals must be completed as required by the instructions in this Request For Proposal, signed and returned with an original and three copies by the date and time specified.

Note: Failure to sign and return the Execution of Offer will result in the rejection of the proposal. (Required form is included with this Request For Proposal, Section E.

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

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SECTION A INTRODUCTION / BACKGROUND / OVERVIEW

A-1 Information About Sam Houston State University

Sam Houston was founded in 1879 and stands today as the third-oldest public university in Texas and the state's fifth oldest continuously operating institution of higher education. With nearly 100,000 graduates, SHSU has touched the lives of generations of Texans by helping to shape the economic, social and cultural development of this state and beyond.

The establishment of Sam Houston Normal Institute was authorized by Texas Governor Oran M. Roberts on April 21, 1879. On October 10 of that year "the Normal" opened with 109 students, four faculty members and its first principal, Bernard Mallon.

Created to train school teachers, today's Sam Houston State University offers a broad range of academic programs leading to bachelor, master and doctoral degrees. Many of its academic programs and faculty have attained national and statewide recognition.

Sam Houston State University serves one of the most diverse populations of any education institution in Texas. Admission requirements were strengthened six years ago. In the fall of 2009, SHSU experienced another record enrollment, with 16,800 students. The physical plant is undergoing significant expansion and improvements at a cost of more than \$250 million.

Central to the university's recent achievements is a dedicated faculty and staff that provide a caring education environment for students to learn and develop. With namesake, ties to Texas history and a record of 130 years of service to the people of the state, Sam Houston State University is truly "a great name in Texas education."

A-2 SCOPE OF PROPOSAL

A-2a Scope: Provide photography services in accordance with the specifications of this Request For Proposal.

A-2b Concession: Photography services will be provided on a concession basis.

SECTION B PROPOSAL INSTRUCTIONS AND REQUIREMENTS

B-1 Proposal Delivery Instructions

B-1a **Proposals Must Be Received By:** *3 PM Central Time 1 November 2011*

B-1b Proposal Delivery: The proposal must be time stamped in at SHSU Procurement and Business Services before the hour and date specified for receipt of proposal. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in the Procurement and Business Services prior to the specified opening date and time. If the proposal is hand carried to SHSU, Procurement and Business Services is located in CHSS Building, Suite 452.

Mail Proposals To:
Sam Houston State University
Procurement & Business Services
Box 2028
Huntsville TX 77341

Deliver Proposals To:
Sam Houston State University
Procurement & Business Services CHSS Bldg
1901 Avenue I Suite 452
Huntsville TX 77340

B-1c Unacceptable Proposal Delivery Methods: The University will not accept proposals submitted by telephone, facsimile (fax) transmission, or electronic submission (e-mail, disk, CD-ROM, etc) in response to this RFP. **Faxed proposals are not acceptable.**

B-1d Proposer Responsibilities:

- a. The proposer, (not the carrier/mail service/other or University), is solely responsible for ensuring the proposal is received prior to the proposal opening date and time in the Procurement and Business Services Department as specified on the RFP form.
- b. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer's proposal.
- c. Persons signing the proposal must have the authority to bind the firm in a contract. Late offers will be returned to Respondent unopened.

B-1e Proposal Envelope/Box/Container: Each proposal should be placed in a separate envelope, box, or container that is completely and properly identified with RFP number, due date and time. It is the proposer's responsibility to have the proposal correctly marked and to SHSU Procurement and Business Services by the specified date and time for receipt. An original and three copies should be submitted. Please mark one of the copies as "original".

B-2 RFP Methodology/Process

B-2a Proposer's Acceptance of Evaluation Methodology: By submitting a proposal, the proposer acknowledges acceptance of the proposal selection process, the criteria for award, the scope of services and conditions under which the services are to be performed, the terms and conditions of the RFP, and all other requirements and specifications set forth in this RFP. In addition, the proposer recognizes that some subjective judgments must be made by the University during the RFP process.

B-2b Selection Process: The University will be the sole judge of the appropriateness and completeness of any and all submitted proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. After the proposals are evaluated, the University reserves the right to further negotiate with the company receiving the highest evaluation score, based on the criteria set forth. The University will review all proposals from companies that meet the requirements and have properly followed all instructions, completed and manually signed the Execution of Offer.

B-2c Criteria for Award: The successful proposer, if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP, will be the proposer that submitted a proposal in response to this RFP, on or before the submittal deadline, that is the most advantageous to the University. The factors to be considered by the University in evaluating proposals and selecting the successful proposer for this award, will be those factors listed, with their relative weights, in Section C of this RFP.

B-2d Public Information: The University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature and shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001) after the award. Proposer is hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

B-2e Costs of Preparing Proposals:

- a. The proposer shall bear, as its sole risk and responsibility, any costs that arise from preparation of the proposer's response to this solicitation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

B-2f Negotiations or Discussions: If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the date and time proposals are due.

B-2g Pricing: Include any and all costs of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, installation, etc. in the unit pricing this proposal.

B-2h Property of the University: Proposals and any other information submitted by Proposer in response to this RFP shall become the property of University.

B-2i Conditional Clauses: Proposals that are qualified with conditional clauses; alter, modify, or revise this RFP in any way; or contain irregularities of any kind are subject to disqualification by University, at its option.

B-2j Proposal Validity Period: Each proposal must state that it will remain valid for a minimum of forty-five (45) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

B-2k Modification or Withdrawal: Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which shall be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, at its sole discretion.

B-3 Proposer Questions and Addenda

B-3a Proposor Questions: After the RFP is advertised, proposers will have until **3 PM Central Time, 24 October 2011**, to submit **written** questions for clarification of the proposal. Send questions to Marilyn Meshell via e-mail to pur_mar@shsu.edu or fax to 936 294-1997. All questions submitted and received will be reviewed, consolidated where possible, and answered in one addendum to the proposal. The addendum will be posted on the Walker County Alliance web page. Addenda are usually posted within 2 business days unless the questions involve legal issues or complex subjects. It is the proposer's responsibility to continually check the web site for Addenda.

B-3b Addenda to Request For Proposal and Award Information: If it becomes necessary to revise any part of this RFP, including the answer of technical questions, a revision will be given in the form of an addendum. The addendum will be posted on the Walker County Alliance web page at www.shsu.edu/wca. It is the responsibility of the proposer to monitor the website for addenda or other written responses. In addition, information about the award will be posted on the web site.

B-4 Pre-Proposal Conference/Site Visit: No pre-proposal conference or site visit will be held.

B-5 General Information

B-5a Intended Use: This solicitation is for providing photography services for graduation ceremonies on a concession basis.

B-5b Class and Item: 915-72

B-5c Contact with the University: Contacts with the University must be through SHSU Procurement and Business Services. Procurement and Business Services may refer you to other individuals or departments for technical matters. Proposors are reminded that SHSU is not bound by any oral statements or representations. SHSU Procurement and Business Services is the only department that has the authority to provide official answers to questions, conduct discussions or negotiations, or enter into any binding agreement for this project.

B-5d Parties to the Proposal/Resulting Contract: Sam Houston State University (SHSU) and the contractor. The Registrar's Office is a department of SHSU.

B-5e Termination/Cancellation: In the event that the awarded contractor is non-compliant with any portion of the contract, Sam Houston State University will give the contractor 30 days notice to comply. If compliance is unsatisfactory after 30 days, Sam Houston State University has the right to terminate the contract.

B-5f Performance Period:

Initial Period: 1 November 2011, or date of award if later, through 31 August 2012.

First Option Year: 1 September 2012 through 31 August 2013.

Second Option Year: 1 September 2013 through 31 August 2014

Third Option Year: 1 September 2014 through 31 August 2015

B-5g Option to Extend the Term of the Purchase Order: The University may extend the term of the resulting purchase order in one year increments by written notice to the vendor at least 30 days prior to the end of the performance period. The total duration of the order, including the exercise of options, may not exceed four consecutive (4) years.

B-6 Preparation and Submittal Instructions

B-6a Execution of Offer: Please complete, sign and return the attached **Execution of Offer** (section E) as part of the proposal. The **Execution of Offer** must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign and return the **Execution of Offer** will result in the rejection of the proposal.

B-6b Number of Copies: Proposer should submit a total of four (4) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

B-6c Other Proposal Submissions: Also include the qualifications and resume of personnel that will be in charge of this project, to include education, experience, and previous employment. Also, include references (see paragraph D-3 for details.)

B-6d Table of Contents: Proposals should include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

B-6e Samples: *Proposals received without samples will be rejected and not considered for award.* SHSU will retain all samples received. See paragraph D-4, Samples of Work, for details.

B-7 The State of Texas Historically Underutilized Business (HUB) Subcontracting Plan: *No plan is required for this solicitation.*

B-8 PROPOSAL CONTENT

B-8a Qualifications and References: as per paragraph D-3.

B-8b Execution of Offer and Pricing Proposal: Failure to sign and return the Execution of Offer will result in rejection of the proposal. (Section E, page 15)

B-8c Samples: as per paragraphs B-6e and D-4.

B-8d Timeline: as per paragraphs D-14 and D-15.

B-8e Length of Submission: Please keep proposal submission short and to the point while still providing all requested documents and information. Overly long or elaborate proposals are not desired.

Note: The above listing of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.

B-9 CONTRACTUAL REQUIREMENTS

B-9a Contract Administration: Contract administration will be by SHSU Procurement and Business Services in conjunction with the Registrar's Office.

B-9b Purchase Order Changes: All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by any addenda or interpretation that is not in writing. All changes must be supported by a written Purchase Order Change Notice prepared and processed by SHSU Procurement and Business Services. Other SHSU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.

B-9c Invoice and Payment:

1. SHSU is an agency of the State of Texas and is Tax Exempt
2. Payment will be made by SHSU Disbursements & Travel Services after receipt of a correct invoice and receipt of a Payment Approval Form from the department.
3. Submit original invoice to:

Sam Houston State University
 Disbursements fax 936 294-3796
 Box 2185
 Huntsville TX 77341

Section C EVALUATION CRITERIA

C-1 Review Panel: Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

C-2 Weighted Values: Evaluation factors will be weighted as follows:

Pricing of individual photo options and rebate for initial period and all option years, and how well the proposer followed the RFP format and instructions. Paragraph D-2 and pages 15-16	40 %
Offeror’s ability, capacity, and skill to perform the contract or provide the service required as demonstrated by submission photographic samples. Paragraphs D-4	30%
Offeror’s references & previous history with SHSU Paragraph D-3	20%
Offeror’s concession fee plan Paragraph D-2 and page 16	10%
Total	100%

Section D SPECIFICATIONS

D-1 Required Services: Provide photographic services for commencements to the university on a concession basis.

D-2 PRICING & CONCESSION FEE: The University is looking for a balance between the Concession Fee to be paid to the University and Pricing of Photographs and other products offered to the graduates. Award will be based on evaluation criteria, section C.

D-2a Pricing:

1. Pricing will be based on per photograph basis.
2. Unit prices will include any and all costs of shipping, mailing, handling, etc. associated with the photographs.
3. The University has designated three standard photographic packages that must be included in the vendor's offer. Pricing for the three packages listed below will be included in evaluation of the pricing under evaluation criteria for the proposal.

Package A: 1 each 8" x 10"; 2 each 5" x 7"; 16 each wallet size

Package B: 2 each 8" x 10"; 2 each 5" x 7"; 16 each wallet size

Package C: 4 each 5" x 7"

4. Proposals must include pricing for the three photographic packages designated above. Proposors may offer other products for sale to SHSU graduates such as other size photographs, photo albums, photo packages, etc. A complete pricing sheet for those other products and services must be provided as part of the proposal submission.

D-2b Concession Fee

1. The concession fee paid to the University will be based on a per unit basis for photographs, display folders, photo albums, etc. The proposal will list the concession fee for each category separately.
2. Any and all concession fees are due to the University not later than 60 days after each graduation ceremony and shall be paid to SHSU Registrar's Office

D-3 Qualifications/ References/Quality

D-3a Proposer must submit a minimum of three (3) references for similar type of work that the proposer completed for institutions of higher education within the past three (3) years. References from Texas institutions of higher education are preferred. References provided should correspond directly to the photographic samples provided in response to this RFP.

D-3b Include the institutions name, contact person, physical address, e-mail address, project timelines, completion dates, and synopsis of the project(s).

D-3c By listing references, the proposer agrees that SHSU may contact the references and consider the references response as a basis to determine award of this RFP.

D-3d Overall quality of sample work provided including definition of process, site visit findings, process map, written recommendations, and outcomes, if known.

D-3e The University will be reviewing samples and references for things such as: comprehensive recommendations, outcomes, best practices, how promptly concession fees were submitted, and utilization of logical and effective processes.

D-3f Provide qualifications and resume on personnel that will be in charge of this project, to include education and experience.

D-4 Samples of Work:

D-4a The proposer must furnish samples of previous work which will indicate quality of work that is similar to the projects requested in this RFP. Samples MUST accompany the RFP. **Offers received without samples will be rejected and not considered for award.**

D-4b Sample photographic shall include pictures of graduates and should include photographs of commencement speakers and the platform party.

D-4c Sample photographs should be for college or university graduation ceremonies held within the past three years and listed as references.

D-4d SHSU will retain all samples submitted with proposals.

D-4e If a proposer believes any information contained in the proposal contains any proprietary or confidential information the bidder must clearly mark the verbiage claimed to be proprietary or confidential.

D-5 Payment Guarantee

D-5a Photographer will provide a guarantee of payment of the Concession Fee

D-5b The payment guarantee shall be 50% of the estimated payment to be made after each commencement ceremony. For example, if it is estimated that the fee for the Spring commencement will be \$5,000, the photographer must provide a payment guarantee in the amount of \$2,500.

D-5c Payment may be made using any of the following methods:

- (1) By providing a Cashier’s Check to the Registrar’s Office not later than 14 days before each commencement ceremony
- (2) By providing a company check to the Registrar’s Office not later than 14 days before each commencement ceremony

D-6 Commencement Information:

D-6a Commencement is held in the Bernard G. Johnson Coliseum which is located in the SHSU campus at the corner of Bowers Boulevard and Bobby K. Marks Drive.

D-6b Two to four commencement ceremonies will be held based on the number of graduates for each graduation. Friday ceremonies will be held at 6:30 PM with a second ceremony on Friday at 2:30 PM , if needed. Saturday ceremonies will be held at 9:30 AM and 2:30 PM.

D-6c Commencement dates are as follows:

Initial Period:	Fall 2011	16 & 17 December 2011	1 Fri; 2 Sat
	Spring 2012	11 & 12 May 2012	2 Fri; 2 Sat
	Summer 2012	4 August 2012	2 Sat

1 st Option Year:	Fall 2012	14 & 15 December 2012	1 Fri; 2 Sat
	Spring 2013	10 & 11 May 2013	2 Fri; 2 Sat
	Summer 2013	3 August 2013	2 Sat

2nd Option Year and 3rd Option Year: to be determined

D-6d If any changes in dates, times, or locations occur, the changes will be provided to the photographer as soon as possible.

D-6e The number of graduates varies for each ceremony but an estimated number of graduates for each Commencement is shown below:

Spring	1500 - 2000 graduates
Summer	800 – 1000 graduates
Fall	1300 – 1600 graduates

D-7 Photography Requirements:

D-7a Photographs:

1. Photographer is required to photograph each graduate as they cross the stage and shake hands with the President or designee
2. Multiple photographs of each graduate should be taken to ensure choice of photos
3. Photographer shall take photographs of the Commencement Speaker and the Platform Party. Photographer shall furnish two each 8” x 10” color, framed photographs of the Platform Party and provide them to the Registrar’s Office
4. Photographer shall furnish two each 8” x 10” color, framed photographs of the commencement speaker and provide them to the Registrar’s Office
5. The photographs of the speaker and the platform party shall be provided at no cost to the University not later than 45 days after the graduation ceremony.
6. Photographer must take test pictures prior to the start of the ceremony to check for lighting, shadows, quality, distracting elements, etc., and have the Assistant Registrar, or designee, view and approve the test shots.
7. Candid Photographs
 - (a) Random candid photographs are encouraged prior to, during, and after the ceremonies to include graduates, graduates with families, and faculty interacting with graduates.
 - (b) A CD/DVD containing the candid photographs will be provided to the Registrar’s Office for their use in university publications. The candid photographs become the property of the university.
 - (c) The CD/DVD of candid photographs may be offered for sale to graduates.

D-7b **Photographic Equipment:** Photographer shall provide duplicate equipment at each ceremony in case of primary equipment failure.

D-8 Photographer Conduct

D-8a Photographers must not interfere with or delay SHSU Commencement ceremonies.

D-8b Photographers must dress professionally and act in a professional manner. They must wear a name tag that identifies the company name and the name of the individual. SHSU strongly prefers that the vendor assign a crew or team to the university and, as much as possible, use the same team for each SHSU graduation event for consistency. Sub-contracting of photographers is highly discouraged.

D-8c Photographers are expected to be flexible to any last minute changes that may occur.

D-9 Photographer - Graduates Relationship:

D-9a Graduates are under no obligation to purchase photographs.

D-9b Sales transactions are solely between the photographer and the graduates. SHSU is not a party to the transactions.

D-10 Quality of Work Required and Guarantee:

D-10a Photographs must be offered with a 100% money-back guarantee

D-10b Photographs are expected to be of high resolution and representative of the best practices of a professional photographer.

D-11 Publicity:

D-11a Information to Graduates: Graduates must be provided information about the full range of services offered to include, but limited to:

1. Availability of graduation photographs, computer photos, display folders, photo albums, pictures of the speaker and platform party, title lines on picture border, etc.
2. Unit price for different size photographs
3. Number of pictures of each graduate
4. Proof procedures such as use of e-mail proofs or on-line viewing
5. Estimated shipping time after an order is placed
6. Photographer's contact information to include name, address, telephone number and e-mail address

D-11b Information may be provided by brochures or other handouts.

D-11c The Registrar's Office will provide the photographer with an Excel formatted list of graduates names and addresses by e-mail.

D-12 Publicity Materials:

D-12a Photographer will furnish publicity, such as a brochure or an information package, to graduates at no cost to the University

D-12b Publicity materials pertaining to Sam Houston State University must be approved in advance by the Registrar's Office.

D-13 Delivery of Photographs and Other Items:

D-13a Photographs must be provided to graduates within a reasonable time after the graduation ceremony. A reasonable time is generally within 30 days after an order is placed or after the graduation ceremony, whichever is later.

D-13b Graduates must be provided information about turn-around time after an order is placed.

D-14 Photographer Website Security

D-14a Graduates at SHSU will be provided a login for the photographer's website to view photographs taken at the commencement ceremony.

D-14b Each graduate will be provided an individual password to protect each person's privacy.

D-14c The Registrar's Office must be provided a "master" login which will allow scrolling of individual photographs, platform staff, and candid photographs to check photo quality and pricing after each commencement event.

D-15 Required Timeline

D-15a Issue RFP on or about 18 October 2011

D-15b Technical Questions Due: 24 October 2011

D-15c Proposals Due: 1 November 2011

D-16 Proposer Timeline: Proposal should include a statement that the Required Timeline can be met or the proposer may provide their own timeline to demonstrate that the RFP requirements can be met or bettered.

Section E EXECUTION OF OFFER

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
3. By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 20 of RFP# 753-2-001MAR.

Federal Employer Identification Number (FEIN): _____

Proposer/Company: _____

Signature (ink): _____ Date: _____

Name (typed/printed): _____

Title: _____

Address:

Street or PO Box	City	State	Zip Code
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Telephone Number: _____

Cost : \$ enter pricing info on page 16 (to include any and all costs, fees, charges, etc.)

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.

Company Name: _____

Concession Fee and Pricing for Photography Services

1. **Initial Period:** award date through 31 August 2012

1a. Rebate of \$ _____ per graduate participating in the ceremony

1b. Pricing on Photo Packages (see Specifications, section D for details):

Package A \$ _____ Package C \$ _____

Package B \$ _____

2. **Option Year 1:** 1 September 2012 through 31 August 2013

2a. Rebate of \$ _____ per graduate participating in the ceremony

2b. Pricing on Photo Packages (see Specifications, section D for details):

Package A \$ _____ Package C \$ _____

Package B \$ _____

3. **Option Year 2:** 1 September 2012 through 31 August 2014

3a. Rebate of \$ _____ per graduate participating in the ceremony

3b. Pricing on Photo Packages (see Specifications, section D for details):

Package A \$ _____ Package C \$ _____

Package B \$ _____

4. **Option Year 3:** 1 September 2014 through 31 August 2015

4a. Rebate of \$ _____ per graduate participating in the ceremony

4b. Pricing on Photo Packages (see Specifications, section D for details):

Package A \$ _____ Package C \$ _____

Package B \$ _____

Section F TERMS AND CONDITIONS:

ITEMS BELOW APPLY TO AND BECOME A PART OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. PROPOSAL REQUIREMENTS:

1.1 **Rules, Regulations & Statutes:** Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 **Unit Price:** Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.

1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in Procurement and Business Services prior to the specified opening date and time.

1.4 **FOB Point:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

1.5 **Pricing Firm:** Proposal prices are requested to be firm for SHSU acceptance for 45 days from proposal opening date (**unless otherwise stated in specifications**). "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.

1.6 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.

1.7 **Right to Accept or Reject:** The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.

1.8 **Withdrawal:** Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 45 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Procurement and Business Services.

1.9 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.

1.10 **Exceptions:** If a proposer takes exception to any specifications within this Request for Proposal, they must notify Procurement and Business Services in writing prior to the scheduled proposal opening date and time.

1.11 **Texas Public Information Act:** Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If a proposer believes any information contained in the proposer's response package contains any proprietary or confidential information the proposer must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact proposer prior to release of claimed proprietary information. If, at that time, the proposer still believes information provided is proprietary or confidential, the proposer shall timely notify the University in writing of the factual and legal basis of the claim. If the University submits the documents to the Texas Attorney General's Office for a ruling on the proposer's claim of privilege, the latter may elect to make arguments directly to the Attorney General's Office in support of the claim of privilege.

2. SPECIFICATIONS

2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.

2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.

2.3 **Electrical Standards:** All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer's name and address, and requisition number. Do not enclose in or attach proposal to sample. All samples become the property of the University.

2.5 **Oral Statements:** SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).

2.6 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

3. DELIVERY

3.1 **Delivery Days:** Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.

3.2 **Foreseen Delays:** If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 **Substitutions:** No substitutions permitted without written approval of SHSU.

3.4 **Delivery Hours:** Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

4. INSPECTION AND TESTS – All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier's place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT

5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. **Proposals do not become contracts until they are accepted through a purchase order.** The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.

5.2 No Guarantee of Award: University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to University, at University's discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

6. CANCELLATION OF CONTRACT – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

7. PAYMENT – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when Procurement and Business receives a written authorization/acceptance from the awarding department.

8. NON-DISCLOSURE: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of SHSU.

9. CONFLICTS: In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

10. PATENTS OR COPYRIGHTS – The vendor agrees to protect SHSU from claims involving infringement of patents or copyrights.

11. VENDOR ASSIGNMENTS – Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFPs must give the requisition number, codes, and opening date.

12. FUNDING OUT CLAUSE – Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

13. PROPOSER AFFIRMATION – Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts . For more information see the website for the Texas Comptroller of Public Accounts: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>.

13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.

13.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to contract award.

13.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

13.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

13.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

13.9 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with proposer: _____

Date of Employment with proposer: _____

14. NOTICE TO PROPOSER:

14.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

14.2 Equal Opportunity – Proposer represents and warrants that is shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.