



# ***YORK COUNTY COMMUNITY COLLEGE***

112 College Drive, Wells ME 04090

## **REQUEST FOR PROPOSALS**

For: PHOTOGRAPHY SERVICES

Date Of Release: February 10, 2023

Bids Due By: February 24, 2023 at 1:00 p.m.

Point of Contact: Stacy Chilicki, Director of Marketing and Communications,  
[schilicki@yccc.edu](mailto:schilicki@yccc.edu), 207-216-4312

### **SCOPE OF WORK:**

YCCC seeks proposals for Photography Services. We are seeking to build a portfolio of digital images of students and staff we can use for a variety of digital and print marketing and promotional purposes. We also have on-going needs for professional photography for specific programs and at specific events.

Shoots will take place at our locations in Wells and Sanford, Maine and may take place at other locations in York County.

The scope of work includes:

Formal head shots of approximately 60 faculty and staff and approximately 50 students;  
Informal “in action” shots of students and staff in a variety of indoor and outdoor settings on a college campus and in workplaces; Editing services.

The initial contract term will be for one year, with options for up to two renewal extensions of one year each.

Proposals will be evaluated on the basis of understanding of the project, cost, experience, references, turnaround time, and other criteria deemed appropriate by YCCC. YCCC reserves the right to reject any or all proposals, to waive any formality in any proposal, and generally take such actions as shall be in its best interest. YCCC may, at its discretion, conduct interviews with finalists.

**PROPOSAL SUBMISSION:**

- A. The RFP due date is February 24, 2023 at 1:00 p.m. Late proposals will not be read or considered.
- B. Submit proposals in a sealed envelope plainly marked to Stacy Chilicki at YCCC, 112 College Drive, Wells, ME 04090. Proposals may be submitted by email to schiliki@yccc.edu with the subject heading PHOTOGRAPHY SERVICES.
- C. Questions should be directed to Stacy Chilicki by email to schiliki@yccc.edu. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be posted as addenda on the YCCC website and sent to the attention of any vendor who has inquired about the project. YCCC will not be bound by oral responses to inquiries or written responses other than addenda.
- D. YCCC expects to award the project within 30 days of the due-by date. All bidders will be notified of the outcome.

**PROPOSAL REQUIREMENTS:**

Lead Contact: State clearly your company's lead contact and contact information. The lead contact must be authorized by the organization to enter into contracts.

Business Profile: A statement of qualifications.

Scope of Work: Statement of items to complete the project and deliverables. State any assumptions relevant to preparation of the response.

Pricing: Provide a daily rate, half-day rate, and hourly rate for active photography; hourly rate for editing services

Tax Exempt: YCCC is exempt from sales, property, and excise taxes.

Completion Date: State the date when you expect the project to be completed. Assume a contract is awarded within 30 days of the bid due-by date.

Reciprocal Obligations: Bids must specify any obligations by YCCC.

Alternatives: Bidders who can provide alternate solutions are encouraged to do so.

Optional Information: Proposals may include additional information such as qualifications, a list of key personnel to be assigned to the project, and references.

**ADDITIONAL REQUIREMENTS:**

Proposals must state that YCCC will have unlimited usage rights to the photography.

Proposals shall remain firm for ninety (90) days from the bid due date.

By submitting a proposal, the bidder agrees and assures the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

The bidder shall be responsible for all costs associated with this proposal up to and including any contract that may result from this proposal.

**NOTICE TO VENDORS AND BIDDERS:  
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, **YOUR ENTITY UNDERSTANDS AND AGREES THAT:**

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of

any conflict with such agreement; and that your entity will not propose or demand any contrary terms;

2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.
5. Any MCCS entity shall have the option to purchase goods and services from VENDOR under the same terms and conditions set forth in this Agreement.