

CHAMPAIGN COMMUNITY SCHOOL DISTRICT NO. 4
CHAMPAIGN, ILLINOIS

RFP SPECIFICATIONS

SCHOOL PHOTOGRAPHY SERVICES

(2018-2019 SCHOOL YEAR, WITH THE OPTION FOR TWO ADDITIONAL YEARS)

I. INTRODUCTION

Background

Champaign Community Unit School District No. 4 (hereinafter, referred to as “DISTRICT”), a public school district of approximately 9,500, Pre-K through 12th grade students housed in 19 educational facilities throughout Champaign, is seeking proposals for School Photography Services at our school sites. The breakdown of the schools is as follows: one preschool program, 12 elementary schools, three middle schools, two high schools, and one alternative high school program. This proposal will be for the 2018-2019 School Year, with options for two additional years, 2019-2020 and 2020-2021, based upon service provided. Proposal must be effective for 90 days following deadline for the receipt of the proposal.

Purpose

DISTRICT is soliciting proposals to identify qualified vendors to be responsible for providing all of the services required.

Deadline for Proposals

To be considered, all proposals must be received by Tuesday, May 1, 2018 by 3:00 p.m. Proposals must be submitted to Tom Lockman, Champaign Community Unit School District No. 4, 703 South New Street, Champaign, IL 61820. Faxed and/or emailed proposals will not be accepted in response to this RFP.

Proposal will not be accepted after 3:00 p.m. on May 1, 2018.

Sealed proposals will be opened and read at a public proposal opening at 3:00 p.m. on May 1, 2018, at the School District Office located at 703 South New Street, Champaign, IL.

II. SCOPE OF WORK

Specifications for Fall School Photography Services

The following are the requirements which this RFP will be evaluated on:

- Cost of Base Package
Base Package consists of one 8x10, two 5x7, two 3x5, five 3¼ x 2¼, class composite, precut student CUM pictures, and student/staff ID cards. Picture background for the elementary level should be free of charge.
- Commission
- Class Composite Only
- Elementary and Middle School Yearbook, 35-page Color
- Elementary and Middle School Yearbook, 35-page Black and White

- Student Planner Cost
 - Elementary School
 - Middle School
 - High School
- Complimentary items, such as birthday postcards, attendance certificates, etc.
- A list of school districts of similar size to Unit #4 for which you have provided photography for a similar program. Please include current contact names, addresses, phone numbers, and email for verification.
- Samples of recent work (i.e., yearbooks, composites, picture packages, etc.).
- Student ID's. ID cards are included in the base photography package. The software program should be installed in all of the secondary buildings in order for staff to create ID cards for new students and replacement cards for any that have been lost or stolen. Following are some of the requirements related to the ID cards:
 - ID cards are to be provided before registration to each school with one set for the Middle and High Schools. ID Card Support at school registration if needed.
 - ID cards and software should be compatible with the Nutrikids lunch system.
 - Software must be capable of incorporating the MTD logo for Middle and High Schools.
 - Software should be capable of providing duplicate ID cards at the school and/or unit level.
 - ID PVC Card Printer and supplies to be provided at each of the two high schools, three middle schools, and DISTRICT office (six printers).
 - Questions related to the ID cards can be addressed to Robin Styan in the IT Department at styanro@u4sd.org.
 - As stated in the cover letter, questions/clarifications must be received by Friday, April 20, 2018. All questions and responses will be posted at: www.champaignschools.org.
- Student pictures should be taken in August 2018 for balanced calendar schools (Barkstall and Kenwood) and after September 10, 2018 for all other schools.
- Term and Exclusivity. A one-year exclusive contract for the School Year 2018-2019, with options for two additional years, 2019-2020 and 2020-2021, based upon service provided.

Specifications for High School Yearbook/Events/Sports/Senior Photography

- To photograph each member of the senior class and furnish the school with two (2) full color prints with each member photographed for the yearbook. Digital copies of all senior portraits.
 - Each senior will be given a minimum of six (6) 3 ½" x 5" natural color proofs.
 - There will be no sitting fee paid by seniors for the first six (6) proofs.
 - All portrait sittings and re-sittings will be done during the summer or early fall preceding the school year. The studio will schedule all appointments for senior portraits; Studio will pay a rental fee, not to exceed the rate of \$50.00 per day, if school premises are used for the sittings and/or re-sittings.
- Proofs will be mailed directly to the student's home. The students will be furnished with literature and a self-addressed, stamped, return envelope to enable them to return their proofs through the mail if necessary. Literature must contain a phone number where photographer, or his representative, can be reached to answer questions and/or complaints.
- All finished portraits will be mailed directly to each student's home by November 15 (of each school year); providing their orders and proofs were returned within ten (10) days after students

received their proofs. Students must be notified of the deadlines for when portrait selection and proofs are to be returned.

- All photographs shall be unconditionally guaranteed. The money paid will be promptly returned if they are not satisfactory.
- Studio has permission of the yearbook staff and DISTRICT to make a studio selection on any senior proof not returned by September 15 (of each school year).
- The yearbook staff will need senior prints prior to October 1 of each school year.
- To take any yearbook, sports, events, administration, and/or publicity pictures for the yearbooks and Athletic Directors all without charge. All functions will be covered as requested, providing adequate notice is given. Photographer must attend at least one varsity level athletic contest for each sport, up to 25 events. Photographer must deliver to the yearbook advisors and Athletic Directors the photo online access within three days of covering an event. Photographer will be contracted to take all team/group/cast photos. If event is a formal one, appropriate dress is required of photographer. These events may include, but are not limited to:
 - Up to four (4) drama department productions, that may include dress rehearsals and cast photographs
 - Formal photograph of senior class
 - Club photographs to be done as follows: “Picture Retake Day” Centennial; “Picture Day” Central.
- All yearbook and publicity pictures will be surrendered with the assignment, properly identified as to date and type of assignment.
- Proposer will provide the yearbook account with a contractual amount for each senior portrait taken. These funds will be provided by November 1 of each school year. In exchange, the Proposer will receive a full-page color ad in the yearbook.
- The Proposer will pay the cost for one staff member to attend yearbook camp during the summer. These funds will be provided by April 1 of each school year, or will provide on-campus comparable training to the yearbook staff.
- Proposer will work with each Athletic Department to create a picture day schedule that meets the needs of all teams. Sufficient staff will be provided to ensure an efficient picture day with minimal disruption to practice schedules.
- Picture day order forms offering a variety of packages and a la carte options will be provided for distribution prior to picture day. School will display and promote “photo day” posters that highlight picture day date(s) and times.
- A minimum of two (2) photographers will be provided for all photography sessions where the number of teams and athletes to be photographed will require more than one (1) hour to be completed by a single photographer.
- When photographing outdoors, Proposer will provide its own risers for all large team and group photographs.
- Proposer will photograph all athletic teams, including a head and shoulder photograph of all varsity level athletes and all coaches on all levels.

- Athletic images in high resolution format to be used for administrative and yearbook purposes will be uploaded to an online portal within 24-48 hours. Using a secure password issued by Proposer, images will be accessible for downloading on multiple computers whenever needed. All images will be stored indefinitely.
- Proposer will provide a complimentary 11x14 color print of each team and, each level for each sport.
- Proposer will provide 8x10 complimentary team photographs for all coaches on all levels for each sport.
- Upon request, complimentary 14x20 action photos will be provided for each sport and each activity, up to 36 photos per school year. Images may include school logo, graphics and text.
- Photographs will be packaged by individual athlete, team and level. Purchases will be shipped to the Athletic Department for distribution.
- Successful proposer will have the right to market Drama and Sports action photographs.
- When submitting package pricing for consideration (dance, senior, sports, etc.) also submit examples to support additional package consideration.
- Proposer will furnish a list of proposed prices or transaction fees for all services/materials. The price schedules shall include all costs associated with providing photography services for the term of the contract. Proposals are not to include sales tax.
- Proposer must describe in detail the total beneficial package to the District which may include a percentage of sales, annual sponsorship fees, partnership donations to sites or District, any potential up-front money or rebates.
- Proposer shall provide a detailed statement of its ability to provide:
 - Local area service representative availability to service accounts (regularity and timeliness).
 - Delivery schedules (indicate all required lead times).
 - Guarantee/ warranty service (regularity and timeliness).
 - Volume within the scope of existing/projected contracts during the contract period.
- The successful proposer will have access to certain data, material, photographs, or information regarding students that may consist of confidential data owned by DISTRICT or confidential personally-identifiable data subject to the Federal Family Educational Rights and Privacy Act (FERPA) or other privacy laws, and that disclosure to or use by third parties would be damaging. The successful proposer, therefore, must agree to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party only in compliance with the FERPA. The successful proposer must agree to release such information, photographs, or material only to its employees and agents who have signed a written agreement expressly prohibiting disclosure.

III. INSTRUCTIONS

RFP Instructions

Careful attention must be paid to all required items contained in this RFP. Proposals shall be submitted in accordance with the requirements of this RFP. Please read the entire package before proposing. Failure to follow instructions in this RFP could result in the disqualification of a respondent's proposal.

This document shall not be construed as a contract between the parties until and unless a final bid is awarded, and no communication—whether verbal or written by DISTRICT personnel or agents during the course of the evaluation process—shall create such a contract with respect to the products or services specified in this RFP.

To facilitate the selection of the appropriate vendor for this project, interested firms are invited to submit a proposal for consideration. The proposal should contain, at a minimum, the information requested in the RFP. Please name one person to be the coordinator for your RFP response and for any clarification activities, which might be necessary.

Proposal Content

The entire set of documents constitutes the RFP. The respondent must include all of the information described in this RFP. Proposals without all of this information will be disqualified; however, DISTRICT reserves the right, in its sole discretion, to waive technicalities and errors, in its best interest. All proposals shall be submitted in a sealed envelope with "RFP: SCHOOL PHOTOGRAPHY SERVICES" description and opening date indicated on the outside of the envelope. All proposals become the property of DISTRICT and will not be returned.

Compliance

The proposals will be evaluated for compliance with RFP instructions. Non-compliance with significant instructions will be grounds for disqualification of proposals, at DISTRICT'S discretion.

Right to Withdraw Proposal

A vendor may withdraw a proposal at any time prior to the proposed opening.

Liability and Proposal Delivery

DISTRICT is not responsible for any costs incurred by a vendor in the preparation or delivery of proposals. The vendor shall be responsible for the actual delivery of proposals during business hours to the address indicated on Page One. Any proposal received after the delivery deadline will be disqualified.

Rejection or Acceptance of Proposals

DISTRICT reserves the right to waive any irregularities in any proposal, to reject any or all proposals, and to accept the proposal which, in the judgment of DISTRICT, is deemed the most advantageous for DISTRICT. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind may be cause for rejection of the proposal.

Clarification of Submittal

DISTRICT reserves the right to obtain clarification of any point in a vendor submittal or to obtain additional information.

Criteria for Vendor Selection to the RFP

Proposals must be in the form set forth by the District. Vendor will be required to show, to DISTRICT'S satisfaction that it has the necessary management, staff, experience, equipment, and financial resources to provide the products and services specified. The vendor will be required to provide information, references, and supporting documentation to satisfy DISTRICT in regard to vendor qualifications and capabilities.

DISTRICT intends to award the services to qualified vendor which best demonstrate the commitment and application of experience, resources and methods to the technological requirements, as well as the cost and schedule objectives established by DISTRICT.

Please note DISTRICT will select the vendor based upon the lowest price bidder meeting specifications. Proposals will be reviewed and if needed, responders to RFP will be contacted for follow-up questions. Final determination of the successful vendor will be based upon the criteria stated above in Specifications.

DISTRICT reserves the right to issue addendums related to this RFP, if necessary, and we will post on DISTRICT'S website any such addendums. Additionally, DISTRICT also reserves the right to contact any or all responders after the opening of the proposals for follow up and clarification of any items as necessary. Interviews for information and clarification purposes precludes DISTRICT from further negotiating the terms or conditions of any part of the responder's proposal prior to the determination of a recommended vendor. Finally, DISTRICT reserves the right to accept or reject any or all proposals provided, as may be deemed in the best interest of DISTRICT.

Upon opening, reviewing the proposals, and, if necessary, interviewing qualified bidders, it is the hope of DISTRICT to recommend a vendor to provide the above-mentioned services to the Board of Education at their **May 14, 2018** regularly scheduled Board Meeting. Once a vendor has been recommended and approved by the Board the vendor will be notified and then vendor must start to coordinate with the individual building Principals.

Summary

If there are any RFP questions or clarification is needed, excluding ID cards, please contact Cheri Adkins via e-mail at adkinsch@u4sd.org. Again, questions/clarifications must be received by Friday, April 20, 2018. All questions and responses will be posted at www.champaignschools.org.

IV. APPENDICES

Transmittal Letter

The respondent must submit with its proposal a one-page transmittal letter that identifies the entity submitting the proposal and includes a commitment by that entity to provide the services and/or products required by DISTRICT. The transmittal letter must state the vendor's pricing effective period. The transmittal letter must also state acceptance of contract terms. A person legally authorized to bind the respondent to the representations in the response must sign the transmittal letter.

Executive Summary

The respondent must provide an executive summary of its proposal and represent that its proposal addresses all of the requirements in the RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the proposal contents. The executive summary must not include any information concerning the cost of the proposal. The respondent must identify any services that are provided beyond those specifically requested. The proposal must identify all key personnel who are to be part of the proposed team and detail their experience as well as contact information for each person.

Vendor Background

The respondent must provide the following information:

- Name and address of business entity submitting the proposal
- Type of business entity (i.e., corporation, partnership, broker/dealer)
- State of incorporation or organization place of business
- Name, address, business telephone number, and fax number of respondent's principal contact person regarding this RFP
- Statement regarding the financial stability of the respondent, including the ability of the respondent to perform the requisite services. Detail any ownership changes that have occurred in the last five years. Are any changes pending?

V. GENERAL CONDITIONS AND SPECIFICATIONS

Prevailing Wages

Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), not less than the prevailing rate of wages as determined by the Illinois Department of Labor, DISTRICT or court on review shall be paid by the vendor/contractor to all laborers, workers and mechanics performing work under this purchase order. All vendor's/contractor's bonds shall include a provision as will guarantee the faithful performance of all obligations under the Illinois Prevailing Wage Act.

FOIA

As an independent Contractor of DISTRICT, records in the possession of the Vendor related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Vendor shall immediately provide DISTRICT with any such records requested by DISTRICT in order to timely respond to any FOIA request received by DISTRICT. If the Vendor refuses to provide a record that is the subject of a FOIA request to DISTRICT and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes DISTRICT in any way, the Vendor shall reimburse DISTRICT for all costs, including attorneys' fees, incurred by DISTRICT related to the FOIA request and records at issue.

Indemnity

To the fullest extent permitted by law, vendor shall indemnify, save harmless, and defend DISTRICT, its Board, Board members, employees, agents, volunteers and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person (including death) or vendor's breach of this agreement that may arise out of or in connection with vendor's performance of the agreement.

To the fullest extent permitted by law, vendor will also defend, hold harmless and indemnify DISTRICT against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against DISTRICT to the extent based on an allegation that vendor's products infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

Insurance

The Vendor shall take all necessary precautions and exercise due caution so as not to damage the premises or properties of others. The Vendor's signature on the proposal sheet certifies to DISTRICT that the Vendor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on DISTRICT'S property. The Vendor shall submit evidence, satisfactory to DISTRICT, that the Vendor has coverage of General Liability Insurance, Worker's Compensation

Insurance, and Automobile Liability Insurance to the limits described below with companies licensed to do business in Illinois with an A.M. Best rating of A that is satisfactory to DISTRICT. The certificates of such insurance shall carry an endorsement to the effect that the Insurance Company will defend DISTRICT as a party in the event the successful vendor becomes a party to any litigation as a result of the activities of the Vendor, subcontractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Such policies shall name DISTRICT, its Board, Board members, employees, agents, and successors as an additional insured and provide that it is primary to, and not contributing with, any policy carried by Vendor covering the same loss with a waiver of subrogation in favor of DISTRICT.

- 1) WORKER'S COMPENSATION: Statutory Limits.
- 2) VEHICULAR: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance covering all vehicles that may be utilized. Said insurance is to provide a \$1,000,000 combined single limit for bodily injury and property damage. All certificates shall indicate that the carrying company shall not cancel insurance coverage without giving Owner thirty (30) days written advance notification.
- 3) LIABILITY: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance for which coverage is included for Vendor liability, contingent liability, contractual liability, and product liability. Bodily injury and property damage limits of \$1,000,000 occurrence and \$2,000,000 aggregate. Said Certificate shall indicate that the carrying company shall not cancel insurance coverage without giving DISTRICT thirty (30) days written advance notice.

Award of Contract

Contract(s) will be awarded where they are in the best interest of DISTRICT. Furthermore, DISTRICT reserves the right to accept or reject bids based on the best interest of DISTRICT. Bids will be awarded to the lowest responsible bidder meeting specifications as determined by the Board of Education.

Completion Date

All pictures are to be taken and picture packages received by the schools by the beginning of December 2018.

Standard Contract Conditions

- This contract shall be governed in all aspects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Illinois.
- Vendors shall comply with the Civil Rights Act of 1964, as amended, all applicable State and Federal non-discrimination laws including but not limited to the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act and shall comply with the provisions of the Illinois Human Rights Act.
- Vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of it right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of DISTRICT.
- By submitting a proposal the Vendor certifies that the Vendor is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

- By submitting a proposal, the Vendor, having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.
- By submitting a proposal, the Vendor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Statement of Non-Discrimination

The Illinois Human Rights Acts prohibits discrimination on the basis of: “race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.” It also prohibits sexual harassment and discrimination in employment on the basis of citizenship status. Contractor shall comply with all state, federal and local laws, rules and ordinances regarding non-discrimination.

Failure to Fulfill Contract

When any Vendor fails to provide a service or product or provides a service or product which does not conform to the specifications, DISTRICT may, at its sole discretion, annul and set aside the contract entered into with said Vendor, either in whole or in part, and make and enter into a new contract for the same services or products in such manner as seems to DISTRICT to be to its best advantage. Any failure to furnish services or products by reason of the failure of the Vendor, as stated above, shall be a liability against such Vendor and its sureties. DISTRICT reserves the right to cancel, without penalty, any services or products which the successful Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to DISTRICT if requested.

Without Cause Termination

DISTRICT may terminate its contract with the Vendor without cause after providing the Vendor with 30 days written notice.