

Westlake City Schools

REQUEST FOR PROPOSAL

SCHOOL PHOTOGRAPHY SERVICE

2018-2021



REQUEST FOR PROPOSAL (RFP) SCHOOL PHOTOGRAPHY SERVICES Westlake City School District

Proposal Cover Sheet

THIS DOCUMENT CONSTITUTES A REQUEST FOR PROPOSALS FOR PHOTOGRAPHY SERVICES. EACH PROPOSAL SHALL BE SEALED IN AN OPAQUE ENVELOPE CLEARLY MARKED "SCHOOL PHOTOGRAPHY PROPOSAL."

The successful Respondent shall provide photography services to the Westlake City School District (WCSD), 24525 Hilliard Boulevard, Westlake, OH 44145.

Sealed proposals will be received until **12:00 noon, May 16, 2018**. Proposals received in the WCSD Business Office after the date and time specified shall be rejected as timely without opening and shall not be considered. WCSD is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp in the Business Office shall be the official time of receipt. Proposals may not be submitted by facsimile or email.

WCSD reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the RFP process. Further, WCSD reserves the right to enter into any contract deemed to be in the best interests of WCSD. In making its selection, WCSD may consider any other information, including information not requested in this Request for Proposal (RFP) or not included in the proposals received. WCSD is not required to select the firm that submits the lowest cost proposal for the services.

WCSD will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal, or in engaging in oral presentation, discussions, or negotiations with the WCSD Board of Education (BOE) or its representatives. Proposals must be in one single bound document. Respondent shall submit one (1) signed original and two (2) copies of their proposal.

Proposals may be mailed or delivered to:
Westlake City School District, BOE
24525 Hilliard Boulevard, Westlake, OH 44145
Attention: Director, Business Affairs

Questions: Any questions regarding the RFP should be directed to David Kocivar at 440.835.6319.

THIS SECTION MUST BE COMPLETED FULLY BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSING ENTITY:

Company Name: _____

Address: _____

Phone No.: _____ Fax No.: _____ Email: _____

Proposal is valid for 60 days unless a longer period is indicated here _____ days.

Name & Title of Authorized Signatory: _____

Signature: _____ Date: _____

Signatory hereby certifies that he/she is authorized to sign on behalf of the company, that he/she has carefully examined all conditions of the proposal and comments attached hereto and made a part hereof; hereby submits this proposal pursuant to such instructions and requirements; and agrees to be bound by the terms and conditions set forth in this RFP without exception or amendment.

A. SCOPE

This RFP requests qualified entities to submit proposals to provide the Westlake City School District (WCSD) with a Photography Services for approximately 4000 students enrolled in Pre-K through 12th grade for the 2018-2019 through 2020-2021 school years. Alternatively, this RFP requests qualified entities to submit proposals to provide WCSD a portion of the Photography Services described herein. The successful Vendor(s) will be required to take student and employee pictures at each of WCSD's seven (7) academic school buildings and two support buildings, a portion thereof or as otherwise agreed upon by WCSD representatives and the successful Vendor(s).

B. STANDARD TERMS AND CONDITIONS

1. This request for proposal (RFP), its terms and conditions, the specifications, and the submitted proposal from the successful vendor(s) shall constitute the contract for services between and among the successful vendor(s) and the WCSD BOE, and they shall be fully part of the contract, as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful vendor(s) and the school district and supersede any prior discussions or negotiations, representations or agreements, either written or oral.
2. Respondent is cautioned to read this invitation carefully, to complete all entries, and submit all documents or information requested. Failing to do so may render the proposal materially nonresponsive and result in non-consideration of the proposal.
3. The contract, once accepted, shall be for three (3) full, consecutive years beginning July 1, 2018 and expiring June 30, 2021. The contract maybe renewed for three (3) additional one (1) year terms if agreed to in writing by both parties. Terms for each additional year of contract shall be determined by mutual consent, except that the Vendor agrees that price increases, if any, after the initial three year term will not exceed 5%.
4. Any renewal of the contract shall be under the same terms and conditions. Three months prior to the expiration of the current contract, the vendor shall provide to WCSD's Business Office an offer to renew the contract. This offer must be in writing.
5. Vendor shall indemnify, defend, and hold harmless the Board of Education (BOE), WCSD, and its and their officers and employees from and against all claims and liabilities incurred in, resulting from and/or arising out of the vendor's performance of the contract.
6. Vendor is an independent contractor, and the employees of the vendor are not and shall not be considered to be employees of the WCSD. Vendor will be responsible for addressing all labor/ employment and working condition issues with its employees without the involvement of WCSD staff unless agreed to otherwise. Vendor will be required to pay all applicable payroll taxes and deductions required by local/ state, and federal law, including Social Security taxes/ unemployment compensation, Medicare and other similar deductions.
7. Only proposals meeting the requirements of the RFP shall be considered. Any Respondent which takes exception to the specifications or offers substitutions shall notes these exceptions in writing on the Exceptions Page of this document.

8. Respondent shall submit all questions concerning this proposal to WCSD Business Office. Questions may be electronically submitted to zuk@wlake.org. Any interpretations, corrections, or changes to this RFP and the Specifications will be made by addendum to the RFP. The sole issuing authority of such addenda shall be vested in the WCSD's Director, Business Affairs. Addenda will be emailed transmitted electronically to all who are known to have requested from WCSD a copy of this RFP.
9. Vendor shall maintain during the term of the Contract for protection of WCSD and vendor the following insurance: Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability; commercial automobile liability coverage including non-owned and hired vehicles in an amount not less than One Million Dollars (\$1,000,000.00); an umbrella liability policy of One Million Dollars (\$1,000,000). The vendor shall annually provide School District with a certificate evidencing such policies prior to the commencement of the work each July 1st. The insurance policies shall name the WCSD BOE as an additional insured and shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. The vendor may provide the required insurance coverage's through one or more policies currently held by the vendor without the need for procuring new and separate insurance policies.
10. Worker's Compensation Insurance shall be carried by the vendor in the full amount required by Ohio law.
11. No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.
12. Each Respondent, by making a proposal, represents that the Respondent has read and understands the RFP.
13. All WCSD property and facilities are a drug free zone. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a WCSD building or while on WCSD property. The bidding company and its employees shall adhere to this policy.
14. Each respondent must give notice to the WCSD if a person, owner, or operator of the business has been convicted of a felony. The WCSD may terminate a contract if the WCSD determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. No person employed by the vendor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 shall be on WCSD property without the prior written consent of the WCSD, which consent maybe withheld by the WCSD in its sole discretion. All employees of the successful vendor who shall be present on WCSD property shall submit to a criminal background check (BCII and FBI) at vendor's sole cost no later than May 1st of each year, if requested by WCSD representatives. The Vendor must submit written certification to WCSD that no employee who enters onto WCSD property has been convicted of or pled guilty to an offense listed in Ohio Revised Code Section 3319.39. The WCSD shall have the right to effect the immediate removal of the vendor's employees from school facilities for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees or guests of the WCSD, or for other good cause shown.
15. If, at any time, Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the WCSD reserves the right, upon written notice to Vendor, to, but not limited to, the following remedies: purchase the service elsewhere and/or cancel the contract. The Contract may also be terminated by WCSD for its convenience and without cause by a fourteen (14) days written notice to Vendor.

16. All parties agree that venue for any litigation arising from this contract shall lie in Cuyahoga County, Ohio and further that Ohio law shall govern any dispute between the parties.
17. Vendor understands and agrees that for the purchase of the vendor's services and/or products that are made directly by students and/or the students' families, compensation for such services and/or products shall be paid only by those students and/or those students' families, and the vendor further agrees that the WCSD shall not be responsible for compensating vendor for such services and/or products.
18. The Vendor hereby states that it shall not, by reason of race, creed, sex, religion, gender, national origin, disability, or color, discriminate against any citizen of the State of Ohio in the employment of workers who are qualified and available to perform the work under this contract. The Vendor further states that it is in compliance with all applicable federal, state and local laws, rules and regulations governing fair labor and employment practices and all equal employment opportunity requirements. Vendor certifies that: (1) in the hiring of employees for the performance of work under the contract or any subcontract, neither it nor any of its subcontractors, by reason of race, color, religion, sex, age, disability as defined in Ohio Revised Code §4112.01, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates, (2) neither it, its subcontractors, or persons acting on its behalf or the behalf of any subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in Ohio Revised Code §4112.01, national origin, or ancestry.
19. The Vendor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and states that it is in compliance with such requirements.
20. The Vendor shall make a good faith effort to ensure that no employee of the Vendor will purchase, transfer, use or possess or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs while on or about WCSD property. Except for the term "employee," terms in this paragraph are used as defined in Rule 123:1-76 of the Ohio Administrative Code.
21. The Vendor shall declare that it does not provide material assistance to any organization that is on the U.S. Department of State Terrorism Exclusion List.
22. The Vendor represents that it is not subject to a finding for recovery under O.R.C. Section 9.24 or that the Vendor has taken appropriate remedial steps required under O.R.C. Section 9.24 or otherwise qualifies under this section.
23. In order to be considered for services, Vendors must not be charged with delinquent property or other taxes.
24. WCSD reserves the right to conduct negotiations with one or more Vendors for some or all of the work described in this RFP after evaluating the responses to this RFP. Vendors may also be asked to submit best and final offers.
25. All right, title and interest in all intellectual property conceived or developed in the course of Vendor's work for WCSD under this contract shall be the sole and exclusive property of the WCSD BOE.

26. WCSD shall have the right to examine all books, records, documents and other data related to the Vendor's work under this contract or any renewal or extension thereof. The aforementioned materials shall be made available at the Vendor's office, at all reasonable times, for inspection, audit and reproduction until the expiration of six (6) years after the date of completion of the work by the Vendor.

C. GENERAL SPECIFICATIONS (Apply to all grade level specifications listed below)

1. WCSD 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. WCSD desires to offer a pre-payment plan for all photographic services offered to WCSD students/parents. Please attach a complete description of your pre-payment plan.
3. Vendor will coordinate with WCSD Technology Coordinator to insure CD and technology compatibility and that all format requirements are met.
4. Photos must be submitted on CD to WCSD Technology Coordinator within two (2) weeks of pictures being taken. CD must be labeled with school name and date. These photos will be uploaded into the WCSD student management system.
5. 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 which packages were purchased by whom.
6. Vendor shall give a 100% guarantee, money back/full refund on all portraits. Retakes will be made for any reason at the discretion of the parents at no charge. A customer service hotline number shall be printed on all advertising that the parents can use when situations arise.
7. Vendor will deliver individual picture packages and student ID's no later than four (4) weeks following picture day.
8. Vendor shall offer all teachers, administrators, and staff a photography package.
9. Vendor shall furnish all students who qualify for free or reduced-lunch, or who might be identified by WCSD as being unable to purchase pictures due to financial hardship, discounted package pricing at levels agreed upon by the vendor and WCSD. (Approximately 18% of the student body qualifies for free or reduced lunch.)
10. Vendor shall mutually establish with WCSD representatives a schedule for sittings and notification flyer deliveries. At the time the contract is awarded, a meeting will be scheduled between the Vendor and each individual school to determine the most acceptable picture-taking schedule for both the Vendor and building principals and/or principal designee. This schedule would include the required picture re-take sitting date.
11. The WCSD will make available student identification material prior to picture day in order to minimize lost classroom time. Vendor will comply with all applicable Federal, state and local laws, rules and regulations relating to student privacy matters.
12. Vendor will provide computerized camera cards, three (3) color file prints alphabetical by grade, faculty ID cards, courtesy cards, computer rolodex, and two (2) CDs of all such information. Both CDs will be updated after retakes.
13. Vendor will furnish each building principal and the Director, Business Affairs a complete commission report once a year or as requested by the WCSD.

14. Vendor will furnish one photographer for every 300 students enrolled in each school building. The selected Vendor shall also provide 3-4 persons for table help at each school. The actual number of vendor photographers and assistants required to adequately staff the picture taking process will be mutually agreed upon between the vendor and WCSD.

D. SPECIFICATIONS FOR STUDENTS IN GRADES PRE-K – 8

General specifications:

1. Vendor will photograph all students at each school building.
2. Vendor will offer additional picture packages from which a student may choose.
3. Vendor will pay each school a commission of _____ percent (___%) on all picture packages sold.
4. Vendor will take class pictures as agreed by each building principal (Principal) and will provide Principal with pricing and delivery information.
5. Pictures for students absent on picture day, as well as retakes, will be taken at a date mutually agreed upon by Principal.
6. Retakes will be taken at each school or at student discretion and at no additional charge.
7. Delivery of “1st shoot” portraits shall be delivered prior to Thanksgiving Break; Retake portraits shall be delivered prior to Winter Break (Specific dates provided annually by WCSD)
8. All portraits shall be deliver/returned alphabetically by class.
9. Vendor will supply all K – 8 schools buildings with bar coded lunch cards. Please provide sample of cards with proposal. Cost per card _____.
10. Faculty portraits (2 copies), individual and group, will be taken at no cost; One copy provided for memory book at no cost.
11. Vendor will supply a three (3) person team per shoot, number of teams based on specific building enrollment as more fully addressed in subsection 14 of Section C herein.

Memory Book Requirements Grades Pre-K – 8:

12. Vendor will provide one (1) professional photographer for candid pictures and group shots.
13. Vendor will furnish picture of each student and staff member to be included in Memory Book. Student pictures named & arranged alphabetically within each class.
14. Vendor will furnish pictures of all groups, clubs, teams, etc (as identified by Principal) to be included in Book. A commission of _____ percent (___%) will be paid on sales of these pictures.
15. Vendor will come back to take pictures of all teams, clubs, etc. to be included in Book, but not organized in the fall.
16. Vendor will assist with Book design and layout and have Book printed.
17. Principal will determine whether Book will black & white or color.



18. Principal and Vendor will agree on price of Book. Principal may sell the Book at a price greater than the agreed upon price.

E. YEARBOOK SPECIFICATIONS FOR STUDENTS IN GRADE 9 - 12

Individual Underclass Students Grades 9 – 11:

1. Vendor will photograph all students in grades 9 - 11 and offer additional packages from which students can choose. A commission of _____ percent (____%) will be paid on sales of these pictures.
2. Vendor will provide an appropriate student shot, sorted alphabetically by grade and at no cost, for inclusion in the Westlake High School Yearbook (Yearbook).
3. Vendor will provide a CD with retakes to Yearbook.

Groups/Teams & Individual Members Grades 9 – 12:

4. Vendor will provide a photographer for all special events (award ceremonies, inductions, plays, etc) as requested by Yearbook advisor. Candid pictures, on a CD, will be provided to Yearbook advisor within 30 days of the special event.
5. Vendor will take pictures of all WHS groups and at all WHS activities listed below and at all other activities requested by WHS administration.
 - a. All male and female inter-scholastic teams.
 - b. All cheerleader, flag team and majorette groups
 - c. All Marching Band, Choral, and other choral and instrumental groups
 - d. Homecoming game and dance; Homecoming King, Queen, and Court
 - e. Commencement and graduation ceremonies
 - f. Parent Nights, WHS dances and club activities
 - g. Panoramic picture of entire senior class and WHS faculty (Photographer will provide, at no cost, one framed picture of each to WHS Principal and one regular of each to Yearbook)
 - h. Individual pictures of all coaches/advisors and senior athletes, cheerleaders, majorettes, and flag team members
6. Vendor will provide pricing and delivery information to WHS Principal.
7. All picture dates and times to arranged and approved by the WHS Principal;
8. Vendor will make photos available to WHS Principal and Yearbook at no cost.
9. Vendor will pay a _____ per cent (____%) commission on all pictures in this category

Senior Class Yearbook Specifications:

10. At WHS Principal Discretion senior class pictures will be taken in the fall of the student's senior year.
11. Senior pictures will be taken at WHS at location determined by WHS Principal
12. Vendor will provide photographers trained in taking senior pictures in sufficient numbers to photograph the entire senior class in no more than two (2) days.
13. Vendor will deliver all senior pictures by December 1 of each senior year, on a CD, and arranged

alphabetically by student name

14. Vendor will take color pictures of the senior class to be include in the yearbook. Two (2) poses are required: one uniform head/shoulder shot and one neutral background shot as selected by the yearbook advisor.
15. Vendor must provide minimum of three (3) proofs from which the student may select one to be used in the yearbook. The student has the right to request retakes of the picture to be used in the yearbook.
16. WHS Principal has the right to approve the senior picture selected by the student to be included in the yearbook. If WHS Principal determines the student has not cooperated in selecting an acceptable photo, WCSD may omit that student's picture from the yearbook.
17. Vendor will provide Yearbook picture to WHS Principal and the student at no cost.

F. PROPOSAL SUBMISSION

1. Proposals, in order to be considered, must include the properly executed RFP Response Form and those other items and/or attachments as specified in this RFP.
2. In the event the Vendor requests a separate contract be signed, **a copy of this contract must be submitted with the proposal.** This contract will be reviewed by WCSD's legal counsel for approval prior to the WCSD Board of Education officially awarding the contract. WCSD reserves the right to reject the Respondent's contract form, in whole or part, in the WCSD's sole discretion.
3. The Vendor shall assign a representative to be responsible for the administration of this contract (not involving change of scope, terms or conditions) and a point of contact for WCSD.
4. Vendors must affirmatively demonstrate responsibility through a satisfactory record of performance. Each respondent is required to list below three (3) references from school districts for which photography services have been provided by within the last two (2) years.

G. EVALUATION AND AWARD

1. If awarded, Vendor(s) will receive written notification of acceptance by award letter mailed or otherwise furnished, which, when received by vendor results in a binding contract without further action by either party.
2. Photography contracts may be awarded to one vendor for the Combination K-12 package or to individual vendors separately for the K-8 and 9-12 packages.
3. WCSD will award the contract proposal that offers the overall best value to the District. Photographer approval will be based upon the following criteria:
 - Service
 - Product Quality
 - References
 - Value Added Service(s)
 - Cost

OTHER VALUE ADDED SERVICES OR DELIVERABLES OFFERED ON A COMPLIMENTARY BASIS:

1.

2.

3.

ADDITIONAL INCENTIVES OR RECOGNITION AWARDS OFFERED:

1.

2.

3.

REFERENCES (School Districts for which you have provided photographic services within the past two (2) years)

DISTRICT NAME

CONTACT NAME

CONTACT PHONE

CONTACT EMAIL

1.

2.

3.

PRICING SHEET

The following picture packages are for equal pricing, proposal comparisons purposes only and must be completed. If you have an alternate, better value, package, please attach details at the end of this document. Cost proposals shall include costs of supervisory personnel, labor, materials, equipment overhead, profit and all other costs associated with providing the services.

K-8 BASIC PACKAGE ELEMENTARY/INTERMEDIATE/MIDDLE SCHOOL	K-8 PACKAGE B
1 8x10 prints 2 5x7 prints 8 2x3 standard wallets 16 1.75 x 2.25 exchanges 1 Safety ID card 1 8x10 class composite Cost Year 1: \$ _____	2 8x10 prints 2 5x7 prints 2 3.5 x 5 prints 4 2x3 standard wallets 16 1.75 x 2.25 exchanges 1 Safety ID card Cost Year 1: \$ _____
9-12 BASIC PACKAGE HIGH SCHOOL	9-12 PACKAGE B
1 8x10 prints 2 5x7 prints 8 2x3 standard wallets 16 1.75 x 2.25 exchanges 1 Safety ID card Cost Year 1: \$ _____	2 5x7 prints 2 3.5 x 5 prints 4 2x3 standard wallets 16 1.75 x 2.25 exchanges 1 Safety ID card Cost Year 1: \$ _____
COMBINATION K-12 BASIC PACKAGE	COMBINATION K-12 PACKAGE B
1 8x10 prints 2 5x7 prints 8 2x3 standard wallets 16 1.75 x 2.25 exchanges 1 Safety ID card Cost Year 1: \$ _____	2 5x7 prints 2 3.5 x 5 prints 4 2x3 standard wallets 16 1.75 x 2.25 exchanges 1 Safety ID card Cost Year 1: \$ _____
Discount for students who qualify for free and reduced lunch - _____%	
Contract Term Price Changes: Year 2 Price Change = _____% Year 3 Price Change = _____%	



Vendor shall pay to WCSD a commission of ____% of the total money collected from all sales, including options, after deducting state and city sales tax. Such payments shall be paid to WCSD not later than the last day of each month. Vendor shall provide to WCSD such documentation that will satisfy WCSD as to the correctness of the amount of the commission. **NOTE: The commission rate applies to any and all above listed packages and all additional packages approved by WCSD.**

**WESTLAKE CITY SCHOOL DISTRICT
SCHOOL PHOTOGRAPHY SERVICES
EXCEPTION PAGE**

Please list below, in complete detail, any exception to the specifications in this RFP. THE ITEM NUMBER MUST BE REFERENCED. If extra space is needed, attach sheets as necessary.

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.



**WESTLAKE CITY SCHOOL DISTRICT
SCHOOL PHOTOGRAPHY SERVICES
RFP RESPONSE FORM**

TO: Westlake City School District
24525 Hilliard Blvd.
Westlake, OH 44145
Attn: Director, Business Affairs

FROM: _____
Company Name

Address

City/State/Zip

Area Code/Telephone Number

Fax Number

Email Address

Federal Tax Identification Number

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions, Terms and Conditions contained herein, and that if accepted by the Westlake City School District, all of the provisions are part of a binding contract between the Westlake City School District Board of Education and our company. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same contract, and is in all ways fair and without collusion of fraud.

Owner or Legally Authorized Representative

Title

Signature Date