

# **Request for Proposal**

## **Student Photography Services**

### **Will County School District 92**

*In accordance with Federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.*

## **Notice and Invitation to Proposal**

The Board of Education of Will County School District 92, Will County, Illinois, (“School District” or “Board”) is requesting and accepting proposals from qualified vendors for general photography services.

Proposals are to be addressed to:

Will County School District 92

District Office

708 N. State St.

Lockport, IL 60441

Attn: Mr. Dave Blatchley, Assistant Superintendent for Business Services

Proposals are being sought for a one-year contract with the option to extend up to four additional years based on performance, pursuant to specifications stated herein. Said proposal must be in full compliance with Public Act 095-0241 (105 ILCS 5/10-22.34c Third Party Contracting for Non-Instructional Services).

## **Introduction**

Will County School District 92 (hereinafter, referred to as “DISTRICT”) a public-school District including four facilities, approximately 1400 students and 300 staff members. The District is requesting proposals for photography service packages. Vendors are asked to submit proposals for General School Photography Services and/or for Sports Photography Services. This proposal will be for the 2023-2024 School Year, with four consecutive one-year renewal options.

The evaluation criteria specified herein will be used to determine which of the proposals provide the best quality for the DISTRICT at the most economical cost. DISTRICT reserves the right to accept or reject any and all proposals, to waive all technicalities, to accept the proposal that is determined to be the most favorable to the DISTRICT. Recognizing that there are important considerations other than price, DISTRICT may not necessarily award to the lowest proposer. Proposals must be effective for 90 days following deadline for receipt of proposals.

The term of the contract will commence July 1, 2023, pending Board approval. The DISTRICT reserves the right to award the contract to the proposer providing the best value and is most advantageous to the DISTRICT.

### **Intent:**

The purpose of this bid is to secure a single source for photography services for the specified period. No guarantee is made as to the amount of work that will be required during the course of this contract.

### **Purpose**

The DISTRICT is soliciting proposals from photography service vendors in order to execute an exclusive contract for one year, with additional four years based upon satisfactory performance. The purpose of this RFP is to evaluate respondent’s experience relative to General School Photography Services.

The DISTRICT’S underlying philosophy is that by granting an exclusive contract for the program, the DISTRICT improves its potential for reasonable process for students and consistently high quality of services and products.

The objective of DISTRICT is to select a photographer that provides our students with quality products in a timely fashion with courteous customer service. Purchase price is not the only criteria that will be used in the evaluation process. The proposer’s overall experience, reputation, expertise, and stability, plus the experience and qualifications of the staff that will be assigned to service DISTRICT’S account will be reviewed. The DISTRICT intends to select a proposer to provide photography services that can provide:

Quality of products and proposer’s service plan as compared to past practices and products

Quality of products available that are commonly purchased

Service (i.e., delivery time to DISTRICT campuses, troubleshooting, etc.)

Error correction and turnaround time

Reasonable pricing for products provided

**Proposal Schedule:**

<b>Activity</b>	<b>Date</b>
<b>Issuance of Request for Proposal:</b>	April 4, 2023
<b>Deadline for Written Requests for Clarification:</b>	April 18, 2023 at 5:00 pm
<b>Deadline for the Publication of Addendum:</b>	April 21, 2023 at 5:00 pm
<b>Deadline for Submission of Proposal:</b>	April 24, 2023 at 9:00 am
<b>Board of Education Recommendation and Approval:</b>	May 16, 2023 At 7:00 pm

**The Board reserves the right to modify any part of the above schedule.**

To be considered, all proposals must be sealed and received by April 24, 2023, 9:00 AM. Proposals must be submitted to Dave Blatchley, Will County School District 92, 708 N. State St., Lockport, IL 60441. No proposal will be accepted after 9:00 AM. All request for clarifying information must be submitted to Dave Blatchley via email to, [dblatchley@d92.org](mailto:dblatchley@d92.org) no later than 5:00 PM on April 18, 2023. All clarifying information will be submitted as an addendum to the bid and posted on the District website by April 21, 2023 at 5:00 PM. Faxed and/or emailed proposals will not be accepted in response to this RFP.

Sealed proposals will be opened and read at a public proposal opening at 9:00 AM on April 24, 2023, at the School District Office located at 708 N. State St., Lockport, IL 60441.

Summary of Services

<b>School and Student Photography RFP Summary of Potential Services</b>	
Eighth Grade Graduation Pictures	Team Pictures
Eight Grade Cap & Gown Pictures	Individual Pictures
Elementary School Pictures	Team Action Shots
Intermediate School Pictures	Team Action Shots for Yearbook
Junior High School Pictures	Championship Pictures
Staff Pictures	Volunteer ID Badges
Board Member Pictures	
Electronic Reproduction of all pictures	Include other products and services available
Group Photos of all Clubs/Organizations	
Candid Photos of all Clubs/Organizations	
All Dances-Candid Shots- as applicable	
Yearbook Pictures and Composition	
Student ID Cards	
Staff ID Cards	
Composite Photographs	

## Specifications

### **School and Student Photography**

When authorized by DISTRICT, all accounting and bookkeeping must be compliant with Illinois and Federal laws as well as Board policies.

The company selected must have a representative accountable and authorized to correct issues for appropriate services when needed by the District.

Student photo packages should:

Describe the various picture combination packages including the various sizes and number of each, plus cost.

Provide picture package information to the school by January 5, 2024 and July 15<sup>th</sup> proceeding school year.

Include studio address and telephone number on the photo packet for parents to utilize to contact your studio if they have questions, concerns, or complaints about the photo packet.

Individual student pictures are to be returned to the school, packaged by homeroom, sport or club for distribution to students by school staff.

Student & Staff Identification Cards (ID):

Provide one color ID card for students to use. IDs should include picture, ID number, and capacity to have compatible barcode printed on the vertical oriented ID card.

ID card color should be rotated annually for both student and Staff ID cards with final design approval provided by the District on an annual basis.

ID print stations will be located at each building. For each of these ID print stations:

District will provide-

Computer

Network Access

Power

Camera

Vendor will provide-

ID card printer

Extra blank ID cards

ID printing software/drivers

Up to date student and staff pictures.

Training for office staff to use the software

Option for future Staff ID card changes to be printed on District provided RFID badges that correspond with provided ID printers.

Provide online access of all student pictures taken with picture as JPG and indexed by student number and staff employee number

Fifty (50) "Visitor/Volunteer" IDs are to be provided annually.

Yearbook:

Presently – 8.5" x 11" size (8" x 10.5" softcover), 180 pages, BW soft cover, student designed, color photographs delivered in mid-May.

Provide the yearbook coordinator with digital photos on CD/online access of all students and staff members, including a list of all students photographed.

Provide school related athletic and academic groups (teams and clubs) group photos. The schedule will be developed by the yearbook coordinator and athletic/activities director and sent to the photographer.

Schedules may need to be adjusted due to weather and other issues.  
All photos are to be provided digitally to the yearbook coordinator.  
Delivery to be made by May 5 of each year.

#### 8th Grade Cap & Gown Photos:

Provide head/shoulder cap and gown as well as whole class portraits consistent with the style and design of previous classes.

Digital copies sent to OP administration for use in graduation ceremony.

#### Graduation:

Provide photography of the graduating class, each 8th grader (average class size of 300) receiving a certificate of promotion at the annual graduation ceremony as well as candid photos from throughout the ceremony including speeches by the valedictorian, salutatorian, class president, and other dignitaries.

#### Other Such Expectations:

Current services require parents to prepay. This is not a requirement for the purpose of the proposal; however, should the proposal not require prepayment, the proposal provider shall indemnify, hold harmless and defend DISTRICT, members of the school board, officers, employees, and agents against any outstanding debt owed the proposal provider, and a corresponding statement must be made in this regard.

Provide opportunity for all parents/students to purchase additional prints for all covered events.

Provide families the opportunity to pay via credit card, order by phone, or order and pay online.

The representative must be accountable and have the authorization to correct problems or concerns for any services rendered when required by the DISTRICT.

Electronic forms of student and staff images within one week of picture day.

All teachers and other school staff shall receive complimentary packages if they desire.

Provide award certificates equivalent to current award certificates provided.

#### Sports Photography

The successful proposer agrees to be the sole provider of all team photographs, individual photographs, and action photos for all athletic activities at the DISTRICT.

The contractor shall take group shots of teams and individuals wishing to purchase picture packages. The proposer will be responsible for collecting all monies and delivering pictures sold to students within 30 days. The bidder will provide 8" x 10" copies of each team pictures to the coaching staff at no charge. Two 5" x 7" photographs of each team will be provided to the yearbook advisor. A copy of all action shots (candid) or a digital alternative (CD/Digital Media) will be given to the Athletic Director.

The proposer will photograph all sports activities as requested by the DISTRICT. There is no limit to the number of sports requests the DISTRICT can make. The DISTRICT reserves the right in unusual circumstances to ask the proposer to cover a nonscheduled or rescheduled school event with 24-hours notice, provided that the request fits into the proposer's schedule.

The proposer will provide 16" x 20" enlargements of any requested team and/or action photograph at no charge. These photographs will be limited to school use only.

It is the expectation of the DISTRICT that the proposer shall work closely and cooperatively with the Athletic Director, coaches, yearbook staff, newspaper staff and DISTRICT personnel.

### Revenue Sharing/Rebates

Provide information on revenue sharing/rebates awarded to DISTRICT as applicable. The proposer is to organize and submit a part of the proposal, an incentives program to DISTRICT. At a minimum, the incentives program is to include a percentage as defined by the proposer of the gross sales. Proposers are to submit a description of the incentives program in writing and said description will become part of the agreement.

### Fees

Provide a detailed fee and expense estimate for all services that you (or other entities described in your proposal) will provide (i.e. core/necessary services) or additional services you make available with respect to the proposal and final contract.

### 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 proposal 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: GENERAL SCHOOL AND STUDENT PHOTOGRAPHY AND/OR PHOTOGRAPHY" description and opening date indicated on the outside of the envelope. All proposals become the property of DISTRICT and will not be returned.

### Stipulations:

A contract issued as the result of a bid shall not be considered exclusive. The District reserves the right to contract with other vendors for similar services when deemed appropriate.

The District maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, the District may elect to have the repair made by an alternate vendor and subtract the cost from the contractor's invoice. The District also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

The District reserves the right to cancel the contract at any time with no cost to the District. If the cancellation is for inadequate performance, then the cancellation shall be immediate. If the cancellation is for budgetary considerations or is based upon the discretionary right of the District then the cancellation shall be upon thirty (30) days written notice.

The District reserves the right not to award the continuation of a multiple year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

## Compliance

The proposals will be evaluated for compliance with RFP instructions. Noncompliance 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 Two. 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.

## Selection Criteria

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 proposers 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 addenda related to this RFP, if necessary, and will be posted on DISTRICT'S website. 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. **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 proposers, it is the hope of DISTRICT to recommend a vendor to provide the above-mentioned services to the Board of Education at their May 16, 2023 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.

## 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 and exceptions, if any, must be specifically stated. 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?

How long has your company been providing photography services?

Indicate your experience in photography services including the total number of employees and participants you currently have.

Number of years in business under current name.

How many projects have you worked on concurrently within the past five years?

The names, addresses, telephone numbers, e-mail addresses, and contact names are requested for five (5) references of your clients, preferably school districts or large organizations.

Include a resume of the contact person responsible for this project.

Does your company subcontract any services?

Specify any services you anticipate subcontracting.

Does your company have a website? If so, provide the web address.

## **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.

**WORKER'S COMPENSATION: Statutory Limits.**

**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.

**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.

#### Confidentiality/Safeguarding of Information

The vendor agrees and acknowledges that all data relating to students of the DISTRICT is confidential information and shall be at all times regarded, treated and protected as such. The vendor also promises and agrees that it will not reveal, report, disclose, or transfer to any other person, other corporation, or organization, the data received from the DISTRICT without prior authorized written permission from the DISTRICT, or required by law. This confidentiality shall survive the termination or expiration of this RFP or any resulting contract.

#### 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 proposals based on the best interest of DISTRICT. Proposals will be awarded to the lowest responsible proposer meeting specifications as determined by the Board of Education.

#### Completion Dates

Completion dates as noted in specifications.

#### 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 nondiscrimination 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 proposing 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 Nondiscrimination

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 nondiscrimination.

#### 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.

## ATTACHMENT A

### Student Photo Submission Requirements

All Student and Staff pictures must be provided to the Director of Technology. The files must be in the following format along with a corresponding .csv or .xlsx file as a file name key from the information provided before picture day.

#### Student Photos-

File names for student photos must be in the format Student\_ID.JPG. Please note the upper case format of the .JPG file extension name. The corresponding .csv/.xlsx file should be in the following format:

School	First_Name	Last_Name	Student_ID	Grade	Homeroom	File_Name
GP	Billy	Smith	309833	K	Johnson	309833.JPG
CH	Jennifer	Jones	264921	5	Davis	264921.JPG
HCMS	Albert	Woods	248954	8	Wilson	248954.JPG

#### Staff Photos-

File names for staff photos must be in the format Staff\_ID.JPG. Please note the upper case format of the .JPG file extension name. The corresponding .csv/.xlsx file should be in the following format:

School	First_Name	Last_Name	STAFF_ID	File_Name
GP	Billy	Smith	NS4609	NS4609.JPG
CH	Jennifer	Jones	NS3098	NS3098.JPG
HCMS	Albert	Woods	NS3009	NS3009.JPG