



Lance Stout
Deputy Superintendent

Request for Proposals (RFP) –
Middle School Photographs
2020-OPS-003

RFP Instructions and Conditions

The Independence School District (“District”) is requesting electronic proposals from area photography companies capable of performing photography services as outlined under the Mandatory Requirements and General Specifications sections listed below.

Please declare the pricing costs identified on page five (5) of this document. Also indicate the additional costs, if any, for providing the ID services outlined in the Mandatory Requirements. The contract resulting from this RFP is designed to encompass a one year agreement with the option to renew the contract on a yearly basis for up to four (4) additional years, regarding pricing and services between the District and the selected company(s). The contract will be reviewed periodically to ensure the selected provider continues to provide services prescribed in the RFP.

The contract will begin June 1, 2020 and conclude May 31, 2021. The District reserves the right to exclude any and all proposals through this process. **Submitted electronic proposals should be designed to meet the identified photograph package found on page five (5) and for the services outlined to meet the Mandatory Requirements and General Specifications listed below. Proposals must be electronically submitted by 9:00 AM on April 24, 2020 to the attention of Dr. Lance Stout at lance_stout@idschools.org.**

Award(s) will be made to the responsive and responsible proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications, quality of proposer’s products, successful contract negotiations, and any other factor the District determines relevant.

The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all proposers as part of the selection process.

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation without the approval of the District. Proposals shall be irrevocable for a period of sixty (60) days after the closing date.

The cost of preparing and submitting a response to this RFP will be assumed solely by each proposer, whether or not any contract is signed as a result of this RFP.

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal materials may become part of any contract between the successful proposer and the District.

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

Proposers are cautioned that the products must be furnished at the prices, costs and/or rates submitted and proposed unless otherwise stated.

The District's Board of Education must formally approve the award of any contract(s). The successful proposer will be required to enter into a written contract with the District which will include, but not be limited to, the products described herein and the contract provisions included herein.

The successful proposer will be expected to provide the following types of insurance with the described limits

- Comprehensive General Liability - \$1,000,000 per occurrence
\$1,000,000 property damage per occurrence
\$3,000,000 aggregate claims per occurrence
- Workers' Compensation – As required by applicable law
- Employer's Liability - \$1,000,000 per occurrence
- Automotive Liability - \$1,000,000 per occurrence

Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information ("Information") furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of the District and, when in tangible form, all copies of such information shall be returned to the District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by the District or third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may mutually be agreed upon in writing. Further, no specifications, drawings, sketches, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

Mandatory Requirements:

1. A company must list at least two (2) school districts with enrollment of 7,000 students or greater that the company has photographed in grades 6 - 8.
2. A company must have at least two (2) photographers with the following qualifications:
 - a. Seven (7) years' experience in photographing at least 4,000 students per year for the last five (5) years
 - b. Experience photographing in at least five (5) middle schools
3. Please list a brief biography of each person and list the schools he/she have worked within the past two (2) years.
4. Please provide proof of criminal background and child abuse/neglect screenings for all employees and sub-contracted individuals who may have contact with students.
5. A company must take photographs for student IDs at August enrollment and must provide IDs to the schools within three (3) business days. A make-up session must be scheduled during the first week of school with the designated building administrator.
6. A company must provide an ID badge printer and printers complete with software that allows the ability to print ID badges and temporary ID paper labels as needed on-site for students. Printers are to be placed at Bingham and Nowlin Middle Schools.
7. All equipment and maintenance on equipment will be provided by the company at no cost.
8. A company must provide the capability to import photographs into the district student information systems (PowerSchool, Fastlane, and Keystone). All files will be named with student or employee numbers.
9. A company must provide student planners at no cost. This is approximated at 4,000 per year.
10. A company must provide one large student composite photograph for each school. Minimum size is 36" x 48" and must be framed, unless another size is mutually agreed upon by both parties.
11. A company must have web-based reordering system in place and provide students who do not order on the original picture day with a printed proof and information on how to place an order.
12. Picture sessions must be scheduled by contacting each building administrator.
 - a. All monies and accounting to be handled by the photographer
 - b. All sales taxes, shipping expenses, and all other cost are the responsibility of the picture company
 - c. Retakes are to be taken when requested at no additional cost.
 - d. All services and products must be unconditionally guaranteed, and full refunds shall be made for any unsatisfactory pictures as deemed necessary by parents or administration.
 - e. Must photograph Faculty and School Board members, as requested, and furnish the district one color glossy or digital image of each at no cost.
 - f. Photographers and assistants must dress and behave in a professional and courteous manner with students and staff.

13. Fall and spring photographs will follow the same picture choice and cost structure as is set forth in the RFP.
14. Each staff member will receive Package B at no cost if they so choose.
15. Each school will receive twelve (12) free base packages (Package A) certificates to distribute to families that cannot afford school pictures.
16. A minimum of Packages A – D must be offered to students. Additional packages and promotions may be offered at the discretion of the photography company.

General Specifications:

Proposer will provide images on a Yearbook CD to the school using the yearbook publisher’s format.

Proposer will work with the District’s technology department to ensure proper tracking of student and staff pictures via their correct District ID numbers.

Photo packages will be delivered in window display envelopes with student name, teacher, reorder information on all packages and shall be provided at the proposer’s cost.

All heads will be proportioned to like-size for yearbook pictures.

All 6th – 8th grade originals and retake pictures shall be delivered prior to October 31st of the applicable school year.

Customized flyers and notices with the school’s name and date pictures are to be taken and shall be provided at no charge.

School Package Specifications

Grades 6 – 8 Packages (un-retouched)	QUANTITY	COST QUOTE
Package A	1 – 8 x 10 4 – 5 x 7 16 Wallets**	
Package B	2 – 5 x 7"s 4 Wallets** 16 Exchanges*	
Package C	2 – 5 x 7"s 4 – 3.5 X 5"s 4 Wallets** 8 Exchanges*	
Package D	1 – 8 x 10 2 – 5 x 7"s 2 – 3.5 x 5"s 8 Wallets** 24 Exchanges*	

*Exchange size is 2 ½ x 1 ¾ inches

**Wallet size is 3 ½ x 2 ½ inches

*** Selected proposer may offer additional packages or add-ons (i.e. buttons, banners, cutouts, etc.) if they so choose.

Attachment #1

A brief biography or resume for the (minimum of) two (2) individuals scheduled to take photographs at each middle school. Also include in the biography a listing of the schools they have performed photography work as referenced in the above mandatory items.

Attachment #2

Please provide as reference the names of three (3) like-sized Kansas City area (grades 6 - 8) public schools for which the proposer has provided all the similar services indicated within this RFP. Services must have been provided in the past five (5) years. References shall include name and telephone number of the contact person(s). No reference may be an affiliate of the company or company's officers, directors, shareholders, or partners.

1.) Company Name: _____

Business Address: _____

Name/Title of Contract: _____

Phone number of Contact: _____

Contract Length: _____ Contract Value: _____ Student Count: _____

2.) Company Name: _____

Business Address: _____

Name/Title of Contract: _____

Phone number of Contact: _____

Contract Length: _____ Contract Value: _____ Student Count: _____

3.) Company Name: _____

Business Address: _____

Name/Title of Contract: _____

Phone number of Contact: _____

Contract Length: _____ Contract Value: _____ Student Count: _____

Attachment #3

Toll free telephone number (if not local) _____

Attachment #4

All contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to company's nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the company's proposal if the facts discovered indicate that the completion of a contract resulting from this RFP may be jeopardized by selection of the company. If the company has experienced no such terminations for default in the past five (5) years, so indicate.

TERMINATED CONTRACTS WITHIN THE LAST FIVE YEARS

	#1	#2	#3
Company Name			
Business Address			
Name of Contact			
Title of Contract			
Telephone Number of Contact			
Contact Length			
Contract Value			

Attachment #5

Sample copies of promotional materials, packaging price arrangements (quoted prices must extend through 2022-2023 school year), mailers, and sample portraits and photographs in each size potentially offered for the 2022-2023 school year.

Attachment #6

Proof of criminal background and child abuse/neglect screenings for all employees who may have contact with students.

Contract Terms and Conditions

The successful proposer(s) will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this Request for Proposals (“RFP”). These terms and conditions also will be included in any purchase order(s) issued by the District. In submitting a proposal, the proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

1. Contractual Requirements

1.1. Contract Period:

- 1.1.1. The original contract period shall extend for one year from the date of execution of the agreement, with the option to renew on a yearly basis, for up to four (4) additional years. The contract shall not bind, nor purport to bind the District for any contractual commitment in excess of the original contract period.
- 1.1.2. The District shall have the right, at its sole option, to renew the contract for additional one-year periods. In the event that the District exercises such rights, the District shall provide written notice of the renewal to the vendor at least thirty (30) calendar days prior to the expiration of the then-current contract period. All terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
- 1.1.3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The Agreement may be modified, amended, or changed only by a written document signed by both Parties.

1.2. Price:

- 1.2.1. Prices shall be firm and fixed for the duration of the contract period. Other items not specifically priced shall be negotiated on an as needed basis.
- 1.2.2. All prices shall be F.O.B. destination, freight prepaid and allowed. The District shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 1.3.3. Prices shall not include costs for student planners. Proposer agrees to provide student planners at no cost to the District’s schools, parents and students.

1.3. Renewal Periods

- 1.3.1. The unit prices shall remain fixed for any renewal period(s).

2. Warranty of Products

Proposer warrants that all products covered by the agreement will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or goods or by payment for them.

3. Delayed Performance

Proposer shall provide all services to the District, its staff and students in a timely manner and in compliance with all deadlines provided by the District. In the event Proposer fails to timely provide any requested services, Proposer agrees that the District, without waiving its right to terminate the agreement as provided herein, may require prompt payment by Proposer in the amount of \$1,000.00 for each day after the deadline specified by District that Proposer fails to provide such services.

4. Inspection and Acceptance

No products received by the District pursuant to the agreement shall be deemed accepted until the District has had reasonable opportunity to inspect said products. All products which are discovered to be defective or which do not conform to any warranty of the proposer herein upon initial inspection, or at any later time if the defects contained in the products were not reasonably ascertainable upon the initial inspection, may be returned at the proposer's expense for full credit or replacement at the District's option. Such right to return defective products shall not exclude any other legal, equitable or contractual remedies the District may have.

5. Insurance and Indemnity

- A. Proposer shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of proposer's services under the agreement.
- C. Certificates of insurance of proposer's insurance coverage shall be furnished to the District at the time of commencement of the products.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- E. The proposer and proposer's agents shall be responsible for any and all injury or damage as a result of their acts and/or omissions (negligent, intentional or otherwise) involving any service provided under the terms and conditions, requirements, and specifications of the contract. In addition to the liability imposed upon the vendor on account of personal injury, bodily injury (including

death), or property damage suffered as a result of the proposer's employees acts or omissions, the vendor assumes the obligation to save, indemnify, defend and hold harmless the District, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such acts or omissions.

F. The District will not agree to indemnify or hold harmless proposer.

6. Termination

A. The District may terminate this Agreement with or without cause at any time by giving thirty (30) days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Proposer shall be paid for products delivered and accepted up to the date of termination.

7. Proposer's Indemnification

Proposer agrees to indemnify and hold harmless the District and the members of the District's Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from proposer's actions or omissions relating to the agreement, or arising out of proposer's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by proposer.

8. Governing Law - Jurisdiction

This Agreement shall be governed, construed and interpreted under Missouri law. Any legal action arising out of, or relating to the agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in Jackson County, Missouri.

9. Reporting

During the term of the agreement, proposer shall report to, and confer with, the District's Purchasing Director and/or his or her designee on a regular basis, and as may be reasonably requested, concerning the products provided by proposer and issues related to the products. Proposer also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

10. Assignment

Proposer agrees, for proposer and on behalf of proposer's successors, heirs, executors, administrators, and any person or persons claiming under proposer, that the Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

11. Licenses and Permits

Proposer shall obtain at proposer's expense all licenses and permits necessary to provide the products.

12. Proposer Representations

Proposer acknowledges and represents that (i) proposer is legally authorized to transact business in the State of Missouri and to provide the products required hereunder, (ii) the entering into this Agreement has been duly approved by the proposer, (iii) the undersigned is duly authorized to execute the agreement on behalf of proposer and to bind proposer to the terms hereof, and (iv) proposer will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of products on the basis of race, color, national origin, sex, sexual orientation, age or disability.

Proposer also agrees to abide by all applicable District policies and regulations, including without limitation the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and Missouri Human Rights Act.

13. Independent Contractor

The District and proposer agree that proposer will act for all purposes as an independent contractor and not as an employee, in the providing of the products, and in the performance of proposer's duties under this Agreement. Accordingly, proposer shall be responsible for payment of all taxes, including federal, state and local taxes arising out of proposer's products, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition proposer and proposer's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Proposer shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

14. Compliance With District Policies and Applicable Law

The proposer agrees that it will comply with all applicable District board policies and State and Federal law.

15. E-Verify

The proposer must agree that, prior to the commencement of services, it will provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. The successful proposer must also provide the District with a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services

16. Criminal History and Background Checks

Proposer shall not use any employee on the District's property who is a registered sex offender.

This condition shall also apply to any subcontractor of proposer

For any individuals that may be on District premises and be around students, the District requires all individuals to provide background checks satisfactory to the District as required by Missouri law and Board Policy. Proposer will provide such background check documentation before any employees are permitted on District premises.

17. Confidentiality

To the extent it is applicable, proposer will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g, and will indemnify the District for any damages suffered by it by reason of proposer's failure to do so.

18. Sovereign Immunity

Nothing in the Agreement shall constitute a waiver of any immunity, sovereign or otherwise, granted to the District by common law or pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.