

CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4
CHAMPAIGN, ILLINOIS

RFP SPECIFICATIONS

YEARBOOK/EVENTS/SPORTS/SENIOR PHOTOGRAPHY SERVICES SPECIFICATIONS
(2017-2018 SCHOOL YEAR)

I. INTRODUCTION

Introduction

Champaign Community Unit School District No. 4 (hereinafter, referred to as “DISTRICT”), a public school district is seeking proposals for Yearbook/Events/Sports/Senior Photography services at both high school sites. This proposal will be for the 2017-2018 School Year.

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 or all proposals, to waive all technicalities, and 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 the receipt of proposals.

The term of the contract will commence July 1, 2017. The DISTRICT reserves the right to award the contract to the proposer providing the best value and that is most advantageous to the DISTRICT.

Purpose

The DISTRICT is soliciting proposals from photography service vendors in order to execute an exclusive contract for one year. The purpose of this RFP is to evaluate respondent’s experience relative to Yearbook/Events/Sports/Senior photography services.

The DISTRICT’S underlying philosophy is that by granting an exclusive contract for the program, the DISTRICT improves its potential for reasonable prices for students and a consistently high quality of services and products. Further, by having a Master Contract on behalf of both high schools within the DISTRICT for Photography Services, the DISTRICT maximizes its aggregate purchasing power, enabling the successful proposer to improve its operations, thereby reducing costs. Such cost reductions are expected to be shared with the DISTRICT in the form of financial considerations for the benefit of its students.

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, as well as a location of an office in the Champaign-Urbana area. 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
- Quantity 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

Deadline for Proposals

To be considered, all proposals must be received by Wednesday, May 17, 2017, 3:00 p.m. Proposals must be submitted to Brittany Tammen, 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.

Proposals will not be accepted after 3:00 p.m. on Wednesday, May 17, 2017.

Sealed proposals will be opened and read at a public proposal opening at 3:00 p.m. on May 17, 2017, at the School District Office located at 703 South New Street, Champaign, IL.

II. SCOPE OF WORK

Specifications

1. To photograph participating members 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. All senior portraits must be indexed according to Professional School and Sports Photographers International (PSPA/PSPI) guidelines.
 - 1.1. Each senior will be given a minimum of six (6) 3 ½" x 5" natural color proofs.
 - 1.2. There will be no sitting fee paid by seniors for the first six (6) proofs.
 - 1.3. All Centennial portrait sittings and re-sittings will be done during the summer or early fall preceding the school year. All Central portrait sittings and re-sittings will be done during the fall semester. 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.
2. Proofs will be mailed directly to the respective schools. 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.
3. All finished portraits will be mailed directly to each student's home by November 15; 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.
4. All photographs shall be unconditionally guaranteed. The money paid will be promptly returned if they are not satisfactory.
5. Studio has permission of the yearbook staff and DISTRICT to make a studio selection on any senior proof not returned by September 15.
6. School will not be interrupted because of photography business, unless needed by the school.
7. The yearbook staff will need senior prints prior to October 1.
8. 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 two different athletic contests for each level of each sport. One of these contests must be a NON Centennial-Central game. Photographer must deliver to the yearbook advisors and Athletic Directors the photo CD and 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:

- 8.1. Will photograph **any** local sporting event the Yearbook needs for each sports team; **this includes freshman and junior varsity teams.** This includes no fewer than two events for each sport and each level. Only one of the two events may be a Central-Centennial contest.
 - 8.2. Will photograph all athletic teams, including a head and shoulder photo of all varsity level athletes and coaching staff. An electronic copy of each photo will be provided to the athletic director and yearbook sponsor within one day of the scheduled photo shoot.
 - 8.3. Will provide a free 11"x14" color photo of each team, each level, to the athletic director at no charge.
 - 8.4. Will provide free color 14"x20" action photos (up to 36 in a given school year) to the athletic director, upon request by the director.
 - 8.5. Will cover **all** State-level sporting events out of town.
 - 8.6. Will cover **all** Drama/Fine Arts performances and will provide a cast photo.
 - 8.7. Will provide free color 14"x20" action photos of Drama/Fine Arts performances (up to 7 in a given school year) to the athletic director, upon request by the athletic director.
 - 8.8. Will cover **all** Dances. Candid's only, no formal photos required, unless the photographer chooses to offer formal photos.
 - 8.9. Will provide free color 14"x20" action photos of Dances (up to 3 in a given school year) to the athletic director, upon request by the athletic director.
 - 8.10. Will cover **all** Club group portraits requested by the school.
 - 8.11. Will cover **all** Homecoming events, including Parade, Homecoming Court, Coronation, Game, and Dance.
 - 8.12. Will provide a formal group portrait of the Central Senior class, and the Centennial Senior Class.
 - 8.13. Will provide photo CDs and online access of **any and all** events within three days of the event.
 - 8.14. Will provide photo CDs and online access of **all** Senior and Faculty portraits by October 1.
9. All yearbook and publicity pictures will be surrendered with the assignment, properly identified as to date and type of assignment.
 10. Proposer will provide the yearbook account with a contractual amount for each senior portrait taken. These funds will be provided by November 1.
 11. The Proposer may purchase, at the current rate, a full page colored ad in the yearbook. These funds, along with a digital copy of the ad, will be provided by January 1.
 12. Successful proposer will have exclusive rights to take team photographs and individual athletic photos if ordered. The photographer will contact the head coach directly to make arrangements for these photos. Digital copies of the group photographs will be provided to yearbooks immediately.
 13. Successful proposer will have the right to market Drama and Sports action photographs.
 14. When submitting package pricing for consideration (dance, senior, sports, etc.) also submit examples to support additional package consideration.
 15. 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.

16. 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.
17. Proposer shall provide a detailed statement of its ability to provide:
 - 17.1. Local area service representative availability to service accounts (regularity and timeliness).
 - 17.2. Delivery schedules (indicate all required lead times).
 - 17.3. Guarantee/ warranty service (regularity and timeliness).
 - 17.4. Volume within the scope of existing/projected contracts during the contract period.
18. 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 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: YEARBOOK/EVENTS/SPORTS/SENIOR 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. 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

Proposals must be in the form set forth in Section IV. 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 the qualified vendor which best demonstrates 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 June 12, 2017 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, please contact Brittany Tammen via e-mail at tammenbr@u4sd.org. Again, questions/clarifications must be received by Wednesday, May 10, 2017. 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 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.

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 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.