

## **REQUEST FOR PROPOSAL FOR SCHOOL PHOTOGRAPHY**

Fairfield Community School District is requesting proposals for student and school photography services for the 2019-2024 school years. A summary of services is listed below; however, vendors are required to review and abide by all terms of the RFP.

Vendors are required to submit their completed Request for Proposal no later than 10:00 a.m. CST on Wednesday, May 15, 2019. RFP responses are to be submitted in writing with the outside envelope clearly marked FCSD Photography Services. RFP to be submitted to:

Dr. Laurie Noll, Superintendent  
Fairfield Community School District  
403 S. 20<sup>th</sup> Street

One manually signed original proposal must be sealed in one package and clearly labeled “Sealed RFP - FCSD Photography Services FY 2019-2024 – May 15, 2019” on the outside of the package. The legal name, address, proposer’s contact person and telephone number must also be clearly noted on the outside of the package. Additionally, one complete copy of the proposal, excluding sample photographs, must be submitted via email in PDF format. Vendors must also submit a total of four (4) sample photograph packages (one included in the original proposal) plus five (5) additional packages to be distributed to the evaluation committee for their use in evaluating the proposals. Failure to submit one original proposal with a manual signature will result in rejection of the bid. All proposals must be signed by an officer or employee has the authority to legally bind the proposer. Any corrections must be initialed. This includes corrections made using correction fluid (white-out) or any other method of correction.

Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.

Inquiries related to the RFP are to be directed to Dr. Laurie Noll in writing, via email at [laurie.noll@fairfieldsfuture.org](mailto:laurie.noll@fairfieldsfuture.org) no later than 5:00 p.m. on May 8, 2019. Inquiries received after this date and time may not be considered.

## **SUMMARY OF REQUESTED SERVICES**

|  |
|--|
| Student and all Employee I.D.s   |
| Electronic Reproduction of all Pictures  |
| Yearbooks for Kindergarten through Eighth Grade                                |
| Group Photos of all clubs, organizations for Kindergarten through Eighth Grade |
| Photos for yearbook with holiday/dress up /fun event days                      |
| Group packages of pictures- costing to families for pictures per package       |
| Digital options for families   |
| All-school photo at the beginning or end of year                               |

### **Fairfield Community School District Information**

Fairfield Community School District serves approximately 1,650 students in Preschool through twelfth grade. The school district has four attendance centers, which are identified below by grades serviced.

1. Preschool through First Grade Attendance Center:  
Washington Elementary – approximately 270 students
2. Second through Fourth Grade Attendance Center:  
Pence Elementary – approximately 350 students
3. Fifth through Eighth Grade Attendance Center:  
Fairfield Middle School – approximately 520 students
4. Ninth through Twelfth Grade Attendance Center:  
Fairfield High School – approximately 520 students

There are approximately 300 employees.

## **PHOTOGRAPHS SERVICES REQUESTED**

### **A. GENERAL PHOTOGRAPHY REQUIREMENTS**

1) The successful vendor must distribute a current and comprehensive photography price listing and related ordering information to every student at least seven (7) days prior to their scheduled photography session. While the successful vendor may accept photography orders at photo sessions, it may not, under any circumstances, pressure students and their families to purchase photographs. There is no obligation for students to purchase pictures from the successful vendor. If a student notifies the successful vendor that he/she will not be purchasing photos, the successful vendor is required to take two (2) proofs of that student for the yearbook. The successful vendor must provide proofs of student photographs when requested. When proofs are provided for review, it is the preference of FCSD that they be provided digitally with watermarks to protect the unauthorized use of the photograph. No deposit shall be required for digital proofs with watermarks. The successful vendor may charge a reasonable deposit fee for physical photo proofs. If a proof deposit fee is assessed, it must either be deducted from the student's photography order, if an order is placed, or, if no

order is placed, it must be refunded upon the return of the proofs. If a retake is required as a result of an error made by the successful vendor or if there is an issue with the successful vendor's production method or quality, it shall be done free of charge. In the event there is a dispute between a student and the successful vendor regarding a retake, the matter shall be referred to the FCSD building principal and he or she shall resolve the dispute, which resolution shall be final.

2) The successful vendor shall also take photographs for student I.D. cards. The student I.D. photographs shall be taken during the scheduled student Picture dates.

3) The successful vendor shall, in addition to any other requirements set forth in this RFP, FCSD with the digital files of all photographs taken by the vendor, in a format usable by FCSD, within thirty (30) days after the completion of the photo session. All photographs and digital files of photographs taken by the successful vendor pursuant to this RFP shall be the property of FCSD. The successful vendor shall have no rights, claims or interests in such photographs and digital files and expressly waives all such rights, including, but not limited to, any and all intellectual property rights. FCSD grants the successful vendor a license to sell any student yearbook photographs to such students. This license shall be for the duration of the Agreement.

4) The successful vendor will work in tandem with FCSD employees and any related sponsors of the yearbooks to ensure that all photography sessions are completed timely to ensure that all deadlines are met.

## **B. PRESCHOOL THROUGH 12th GRADE PHOTOGRAPHY SERVICES**

1) For all preschool through twelfth-grade photo sessions, the successful vendor must schedule picture days at each FCSD school, on such days and at such times as approved by FCSD attendance centers. All students enrolled at FCSD in preschool through twelfth grade will have the option to have their individual photos taken at their assigned school. The successful vendor will provide FCSD with a sticker sheet that includes five wallet size sticker pictures of each student. The successful vendor will be required to submit the student photography packages to the individual schools in alphabetical order in the elementary grades and by grade level in alphabetical order in the secondary grades unless another type of ordering is requested by the individual school. The photograph packages shall be delivered to each individual school within thirty (30) days after the photography session. The successful vendor must provide at least one (1) date at each school building for photo retakes or for students who were absent for the original photography session at no additional cost to the student or FCSD.

2) During each school year of the Agreement, the successful vendor will photograph all clubs and organizations as directed by each FCSD attendance center. FCSD retains a separate contractor for its team sports photos, however, the successful vendor will be required to take candid photos of school district sporting events for all offered sports, as requested. Candid photography requests for sporting event photos may include nights and weekends.

#### **D. EMPLOYEE PHOTOGRAPHY REQUIREMENTS**

1) No later than September 15 of each year the successful vendor shall take I.D. photographs of all FCSD employees. Additionally, the successful vendor shall take group photographs of each employee department at each school and also take a picture of the exterior of each school building.

2) FCSD shall be provided with an 8x10 glossy print of each employee and an 8x10 glossy print of the department group photographs. All digital files of all photographs taken by the vendor will be provided to FCSD in a format usable by FCSD, within thirty (30) days after the completion of the photo session.

3) All school district employees must be offered a standard photo package at no cost to the employee or FCSD.

#### **E. PRESCHOOL THROUGH EIGHT GRADE YEARBOOK**

1) The successful vendor shall be responsible for creating yearbooks for preschool through eighth grade. The successful vendor shall meet with FCSD staff prior to the commencement of each school year to establish a timeline for the production of the yearbooks.

2) FCSD must approve the yearbooks before that may be printed.

3) Photos include classroom pictures under the class composites with random photos throughout the pages.

4) Pictures within the yearbook include holiday/dress up/fun event day photos.

5) Group/club portraits

6) Yearbook for each location

#### **F. PARENT NOTIFICATIONS**

1) The successful vendor shall be responsible for parent notification such as print and electronic notices, fliers, and hallway posters to increase Picture Day awareness.

2) Provide contact information with families so the district is not the middle man.

## **GENERAL TERMS AND CONDITIONS**

1) The successful vendor guarantees that its workmanship and the quality of its materials will be of the highest standards. The successful vendor may only use commercial studio approved equipment. Except as expressly provided otherwise in this RFP, the successful vendor must address and resolve all complaints related to student photography and must offer retakes as deemed necessary by FCSD at no additional cost to the student or FCSD.

2) The successful vendor must ensure that all yearbook deadlines are met and shall be held responsible for any costs, fees and penalties that may be incurred as a result of missing a deadline.

3) Each vendor submitting a proposal must submit a commission plan where FCSD is guaranteed a minimum yearly commission based upon the vendor's sales of photographs and yearbooks to the students of FCSD. If a vendor desires to offer additional services beyond those identified in the RFP, it must identify such services in its response to this RFP and identify if there is a charge associated with such service. If no charge is provided for the additional service, it shall be provided by the vendor free. When submitting a proposal, the vendor must provide an itemized value of the services provided under the RFP. Unless specifically provided otherwise in this RFP, or agreed upon in writing by FCSD, all services provided hereunder shall be provided at no charge to FCSD.

4) FCSD will select and award the photography contract based on the following: photo package pricing, previous experience, vendor references, offered incentives to FCSD, the submitted portfolio and any additional criteria FCSD determines to be relevant for consideration. FCSD reserves the right to award any or all services identified in this RFP or identified in the successful vendor's response to this RFP.

5) Respondents must provide a list of at least three (3) public school districts during the past five (5) years it has worked with. This list must include the customer's name, school district, phone number, and email address.

6) Vendors must submit a portfolio demonstrating its photography work for schools.

7) All submissions must include a copy of the vendor's sales advertising literature, which must include the proposed price list and products available for sale for the 2019-2024 school year. The successful vendor may increase its fees once per contract year beginning in the 2020-2024 school year by no more than the most recently published Consumer Price Index for All Urban Consumers (CPI-U) in the Mid-West area, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

8) This Agreement will commence on July 1, 2019, and shall terminate on June 30, 2024. The parties may extend the agreement for an additional five (5) year term on such terms and conditions as are mutually agreeable to the parties. FCSD may terminate the Agreement for its convenience at any time by providing the successful vendor with at least thirty (30) days advanced written notice of such termination. FCSD shall only be responsible for the payment of any services provided by the successful vendor through the date of termination if any. The successful vendor shall promptly remit all incentives and commissions due to FCSD as of the date of any termination of the Agreement.

9) FCSD reserves the right to add and/or delete services during the term of this Agreement. Should a service requirement be deleted, payment to the successful vendor will be reduced proportionally. Should additional services be required, prices for such additions will be negotiated between the successful vendor and FCSD.

10) Laurie Noll, Superintendent will be the administrator of the photography contract. Any changes to the photography contract must be directed to the Superintendent and agreed to in writing to be considered valid and take effect.

11) The successful vendor further certifies that it will provide a drug-free workplace.

12) The successful bidder shall at all times observe and comply with all applicable laws, rules, ordinances, and regulations.

13) The successful vendor shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (2) umbrella or excessive liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate, (3) worker's compensation coverage in the minimum statutory amounts, and (4) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. The successful vendor shall name the Indemnitees (defined in Paragraph 14) as additional insureds on all insurance policies required herein, with the exception of the worker's compensation insurance, on a primary and non-contributory basis. The successful vendor shall provide a certificate of insurance on a form acceptable to FCSD evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by the successful vendor shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at least thirty (30) days prior written notice given to FCSD.

14) The successful vendor shall indemnify and hold harmless FCSD and its individual board members, officers, employees, agents, volunteers, successors, and assigns (“Indemnitees”), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys’ fees and litigation costs) (collectively, “Claims”) brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the vendor; and (2) any breach by the vendor of the Agreement. Additionally, the vendor waives any and all rights against FCSD it may have under any Worker’s Compensation Act or interpretations of such laws. Further, without limiting the above, to the extent any of the Indemnitees incur any fees, costs or expenses of any kind whatsoever arising from, related to or connected with any business activities of the vendor, such as FCSD’s compliance with Citations to Discover Assets or any other claims or requests, the vendor shall be responsible for all fees, costs, and expenses incurred by the Indemnitees related thereto.

15) The successful vendor represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Agreement are prohibited by law from being present on school and/or public property. Additionally, the successful vendor shall require all employees that will have direct contact with any student of FCSD to submit to a criminal background investigation. Such criminal background checks will be performed at the vendor’s expense. In the event any employee of the vendor or subcontractor has been convicted of any prohibited offense, said employee shall be promptly removed from the site and replaced by another individual.

16) The vendor acknowledges that, it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of FCSD. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Iowa law. The vendor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify the vendor if they have been convicted of a sex offense restricting their presence on school property. The vendor will then provide appropriate and immediate notification to FCSD. FCSD reserves the right to request the removal from the project of any person, including, but not limited to, employees of the vendor and any subcontractors, who engage in conduct in violation of the law or FCSD’s policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the vendor or subcontractor.

## **RFP SUBMISSION**

Vendors are requested to include the following information in their RFP submittal. This information, except as noted, will be used in the evaluation of the proposals.

**Qualifications of Firm and Staff:**

- 1) Vendors are to provide information adequately describing their background and areas of expertise. This should include information on the firm itself as well as those individuals that would be designated as the primary point of contact and those individuals providing the photography services.
  
- 2) Staff working in buildings must pass a criminal background check and have proper verification of this check.

**Quality of Work:**

Sample photograph packages that are of the quality the vendor proposes to provide. This should include a variety of photographs for the school level(s) the vendor is proposing. Photographs must be arranged and identified as to the school level. Vendors must submit a total of four (4) sample photograph packages (one included in the original proposal) plus five (5) additional packages to be distributed to the evaluation committee for their use in evaluating the proposals.

**Standard Picture Packages:**

Vendors are to provide information on three (3) to five (5) of their standard picture packages for each school level they are proposing. Packages must be clearly identified by school level, must indicate the size and quantity of pictures contained in the package and must indicate the current price of the package that will be offered for the 2019-2022 school year. Prices submitted for the standard packages must be held firm for the 2019-2022 school year.

**Note regarding other packages:**

Principals at each school may select packages other than those included in the vendor's proposal however pricing of these packages must be comparable to those submitted in the vendor's proposal.

**Commission and Support:**

Vendors must state the commission they will provide to schools based on the sale of pictures to students and staff. Vendors may also offer non-monetary support in addition to the commission which should be detailed in their response.

**References:**

Vendors must provide a minimum of three (3) references that they have performed similar services within the past five (5) years. Reference information must include entity name, contact name, phone, and email.



**Supplemental Information:**

Vendors may provide additional information regarding related services offered by their firm. Supplemental information will not be used in the evaluation of the RFP responses but may be useful for school Principals in determining other services which may be required.

**RFP EVALUATION PROCESS**

Proposals will be publicly opened and the names of respondents read and recorded on May 15, 2019, at 10:00 am. Proposals will be evaluated by a committee consisting of FCSD Staff. Committee members will review each proposal and will assign points from zero to the maximum points for each criterion. Points will then be totaled for each proposal and the firms ranked according to the total number of points received. The committee will recommend to the Board the top firm to be appointed as the approved vendor to provide services under this RFP.

**EVALUATION CRITERIA**

The evaluation committee shall evaluate all proposals received which meet the submittal requirements. The following factors will be considered in evaluating the proposals.

| <b>Criteria</b>                 | <b>Maximum Points</b> |
|---------------------------------|-----------------------|
| Qualification of Firm and Staff | 10                    |
| Quality of Work                 | 10                    |
| Standard Picture Packages       | 10                    |
| Commission and Support          | 20                    |
| References                      | 10                    |
| Family Support/Access           | 20                    |
| <b>Maximum Points</b>           | <b>80</b>             |

**PREPARATION AND SUBMISSION OF PROPOSALS**

Proposers are requested to organize their proposals in the following sequence. Vendors are requested to organize their proposals in a manner which facilitates the review and evaluation by the evaluation committee.

RFP Cover Sheet

1. Respondent Certification with all required information and signatures as specified.
2. Drug-Free Workplace Certification
3. Criminal History Check & Background Investigative Requirements
4. Insurance Coverage: Insurance certificates evidencing coverage as specified or a signed statement indicating that coverage meets the required coverage will be obtained prior to the commencement of any work under this bid.
5. List of References
6. Product Samples

- 7. Sample Photographs and a copy of the proposal on a thumb drive.
- 8. Photography package cost details, commission and support details.

The District reserves the right to reject any and all proposals and to waive all informalities where the best interest of the School District may be served, including the right to award a contract with or without any further discussion or negotiation with anyone proposing these services, equipment and/or goods according to terms and conditions deemed most favorable to the School Board.

**Appendix A**  
**RESPONDENT CERTIFICATION**

The proposer must fill in the information listed below and sign where indicated for RFP to be considered.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

EMAIL: \_\_\_\_\_

|  |              |
|--|--------------|
| _____                                    | _____        |
| Signature of Owner or Authorized Officer | Printed Name |

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of the Fairfield Community School District, I, as the respondent, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of the Fairfield Community School District all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Iowa for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Fairfield Community School District tenders final payment to the vendor. Upon

approval by Board, the information contained herein shall constitute the contract between the Board and vendor.

NO RESPONSE I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASONS DESCRIBED BELOW:

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Appendix B

**STATE OF  
IOWA  
Criminal  
History Record  
Check Request  
Form**



DCI Account Number:

\_\_\_\_\_ (if applicable)

I am requesting an Iowa Criminal History Record Check on:

|                                  |                               |   |
|----------------------------------|-------------------------------|---|
| <b>Last Name</b> (mandatory)     | <b>First Name</b> (mandatory) | <b>Middle Name</b> (recommended)            |
|                                  |                               |   |
| <b>Date of Birth</b> (mandatory) | <b>Gender</b> (mandatory)     | <b>Social Security Number</b> (recommended) |
|                                  | Male      Female              | N/A   |

**Waiver Information:** Without a signed waiver from the subject of the request, a complete criminal history record may not be releasable, per Code of Iowa, Chapter 692.2. For complete criminal history record information, as allowed by law, always obtain a waiver signature from the subject of the request.

**Waiver Release:** I hereby give permission for the above requesting official to conduct an Iowa criminal history record check with the Division of Criminal Investigation (DCI). Any criminal history data concerning me that is maintained by the DCI may be released as allowed by law.

**Waiver Signature:** \_\_\_\_\_

DCI-77 (08/25/10)

**Waiver Information:**

Iowa law does not require a waiver. However, without a signed waiver from the subject of the request any arrest over 18 months old, without a final disposition, cannot be released to a non-law enforcement agency.

Deferred judgments where DCI has received notice of successful completion of probation also cannot be released to non-law enforcement agencies without a signed waiver from the subject of the request.

If the “No Iowa Criminal History Record found with DCI” box is checked, it could mean that the information on file is not releasable per Iowa law without a waiver.

**General Information:**

The information requested is based on name and exact date of birth only. Without fingerprints, a positive identification cannot be assured. If a person disputes the accuracy of information maintained by the Department, they may challenge the information by writing to the address on the front of this form or personally appearing at DCI headquarters during normal business hours.

The records maintained by the Iowa Department of Public Safety are based upon reports from other criminal justice agencies and therefore, the Department cannot guarantee the completeness of the information provided.

The criminal history record check is of the Iowa Central Repository (DCI) only. The DCI files do not include other states’ records, FBI records, or subjects convicted in federal court within Iowa.

In Iowa, a deferred judgment is not considered a conviction once the defendant has been discharged after successfully completing probation. However, it should be noted that a deferred judgment may still be considered as an offense when considering charges for certain specified multiple offense crimes, i.e. second offense OWI. If a disposition reflects that a deferred judgment was given, you may want to inquire of the individual his or her current status.

A deferred sentence is a conviction. The judge simply withholds implementing a sentence for a certain probationary period. If probation is successful, the sentence is not carried out.

Any questions in reference to Iowa criminal history records can be answered by writing to the address on the front of this form or calling (515) 725-6066 between 8:00 a.m. and 4:30 p.m., Monday - Friday.

**REMINDER** - (1) Send in a separate Request Form for each last name, (2) a fee is required for each last name submitted, (3) a completed Billing Form must be submitted with all request(s).

Iowa law requires employers to pay the fee for potential employees’ record checks.