

NOTICE OF RFP

BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 155 FOR STUDENT PHOTOGRAPHY SERVICES, YEARBOOK SERVICES, AND GRADUATION MERCHANDISE

The Board of Education of Community High School District 155, is seeking proposals for student photography services, yearbook services, and graduation merchandise. The Board is most interested in vendors who can provide all requested services and merchandise, but invites all vendors to submit proposals even if they can only provide a portion of the requested services or merchandise.

Copies of the Request for Proposal ("RFP") will be available by request via email to Sandy Milnor at smilnor@d155.org, starting on Monday, January 30, 2023.

Proposals must be submitted via email to Sandy Milnor at smilnor@d155.org, no later than 12:00 p.m., on Friday, February 24, 2023. The party submitting a proposal is responsible for ensuring timely delivery of its proposal; no late proposals will be accepted.

The Board intends to award a contract based on the proposal or proposals that best meet the Board's needs, as determined by the Board. The Board reserves the right to reject any and all proposals or any part thereof and to waive technicalities in the RFP process. Any such decision shall be considered final.

**BOARD OF EDUCATION OF
COMMUNITY HIGH SCHOOL DISTRICT 155**

**PROPOSAL SUBMISSION FORM
Student Photography Services, Yearbook Services, and Graduation Merchandise**

Proposal price for the services and merchandise requested in the RFP Documents:

Describe any optional services offered by the Vendor, including any additional costs for such services:

[Please use additional pages as needed]

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from submitting this proposal as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 2012* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the RFP Documents and that his or her proposal is in compliance therewith.

By: _____

Firm Name: _____

Print Name: _____

Address: _____

Its: _____

City: _____

Telephone: _____

State: _____

Date: _____

**Subscribed and sworn to before me
this __ day of ____, 20__.**

Notary Public:

PROPOSAL CONDITIONS

1. DEFINITIONS

- 1.1 “BOARD” or “SCHOOL DISTRICT”: The Board of Education of Community High School District 155, McHenry and Lake Counties, Illinois.
- 1.2 “RFP DOCUMENTS” include:
 - I. Notice of RFP
 - II. Proposal Submission Form
 - III. Proposal Conditions
 - IV. Proposal Specifications
 - VI. Qualification Statement
- 1.3 “VENDOR”: Any entity submitting a proposal.
- 1.4 “CONTRACTOR”: The successful vendor.

2. FORM OF PROPOSAL

- 2.1 Proposal Submission: The Proposal Submission Form, the Qualification Statement, and all other documents the vendor would like the Board to consider must be submitted via email to Sandy Milnor at smilnor@d155, no later than 12:00 p.m., on Friday, February 24, 2023. The proposal must be submitted on the forms provided, but Vendors may submit additional pages and documents as they deem necessary for the Board to evaluate its proposal.
- 2.2 Delivered Price: All costs of the services for the first year of the agreement must be outlined in the proposal in detail. Such costs must be firm until June 30th of each year of the Agreement. Beginning on July 1, 2024, the Contractor will be permitted to increase its prices once per year (effective July 1) by the lesser of: (1) five percent (5%), or (2) the increase in the Consumer Price Index for Urban Consumers (CPI-U) annualized rate for March of the current school year, as published by the United States Department of Labor.
- 2.3 District Financial Incentives: All financial consideration to be provided (e.g. revenue share, student donations/scholarships, advertising, product/service donations, etc.) for the first year of the Agreement must be outlined in detail. Such incentives must be firm until June 30th of each year of the Agreement. Beginning on July 1, 2024, the Contractor must increase its prices at least once per year (effective July 1) by the greater of: (1) five percent (5%), or (2) the increase in the Consumer Price Index for Urban Consumers (CPI-U) annualized rate for March of the current school year, as published by the United States Department of Labor.

- 2.4 Qualification: Vendors shall submit a fully completed and executed Qualification Statement on the form contained in the RFP Documents.
- 2.5 Taxes: The Board is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the price for any goods or services to be purchased by the Board.

3. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF PROPOSAL

- 3.1 Withdrawal, Cancellation, or Modification of Proposals: A vendor may withdraw, cancel, or modify a proposal at any time prior to the time specified in the RFP Documents as the closing time for the receipt of proposals.
- 3.2 Late proposals: Proposals received after the time specified in the RFP Documents will not be considered.

4. VENDOR REPRESENTATIONS

- 4.1 Complete Understanding: Each vendor warrants and represents that he or she has read and understands the RFP Documents.
- 4.2 Specifications: Each vendor warrants and represents that its proposal is based on the Proposal Specifications and terms and conditions contained in the RFP Documents.
- 4.3 Authorized Representative: Each vendor warrants and represents that he or she is the authorized representative of the vendor and has the authority to bind the vendor under the terms and conditions contained in the proposal.
- 4.4 Bid Rigging and Bid Rotating: As required by the *Criminal Code*, 720 ILCS § 5/33E-11, by submitting a proposal, vendors certifies that it is not barred from contracting with any unit of State of Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. Vendor agrees that if this certification is false, the Board may declare any resulting contract void. The vendor further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the vendor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the Contractor is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.

5. **AWARD**

- 5.1 **Award of Proposal:** The Board intends to award a contract to the vendor or vendors whose proposal best meets the School District's needs, as determined by the Board. The Board may award a contract to more than one vendor. Such a decision shall be considered final. The School District reserves the right to invite vendors to present its proposal to the Board and/or School District personnel to best determine which proposal best meets the School District's needs.
- 5.2 **Reservation:** The Board reserves the right to reject any and all proposals or any part thereof and to waive technicalities in the RFP process, and to request clarifications of proposals.
- 5.3 **Interpretation of RFP Documents:** If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the RFP Documents, he or she may submit questions to Sandy Milnor at smilnor@d155.org. The person submitting the request will be responsible for its prompt delivery. Failure on the part of the vendor to receive a written interpretation prior to the time of the opening of proposals will not be grounds for withdrawal of his or her proposal. Oral explanations or representations will not be binding.

6. **CONTRACT TERMS**

While the Contractor and Board will negotiate a final contract, by submitting a proposal, Contractor agrees that such contract will contain, at a minimum, the following terms:

- 6.1 **Waivers:** The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the RFP Documents unless specifically set forth in writing.
- 6.2 **Default:** If the Contractor fails to fulfill any or all terms and conditions of the RFP Documents, the Contractor shall be declared to be in default, and shall be subject to any and all other remedies available to the Board.
- 6.3 **Compliance with Applicable Law:** The Contractor shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et seq.*) in performing under the RFP Documents.

- 6.4 Assignment: The Contractor shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board, which may be withheld in its sole discretion.
- 6.5 Insurance: The Contractor shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney's fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate (including sexual misconduct coverage), (2) umbrella or excess liability coverage in a minimum amount of no less than \$2,000,000 per occurrence and in the aggregate, which shall follow the form of the comprehensive general liability insurance in all respects, and (3) worker's compensation coverage in the minimum statutory amounts and employer's liability with limits of at least \$500,000 each accident for bodily injury by accident and each employee for bodily injury by disease. The Contractor shall name the Indemnitees (defined below) as additional insureds on the general liability policy required herein. The insurance required of the Contractor shall be primary and noncontributory. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

The Contractor shall provide a certificate of insurance on a form acceptable to the Board evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by the Contractor 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 the Board.

- 6.6 Indemnification: The vendor shall indemnify and hold harmless the Board 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 RFP Documents.
- 6.7 Presence of Child Sex Offenders or Disruptive Persons on Board Property. The Contractor acknowledges that, pursuant to the *Illinois Criminal Code* (720 ILCS § 5/11-9.3), 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 the Board. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify the Contractor if they have been convicted of a sex

offense restricting their presence on school property. The Contractor will then provide appropriate and immediate notification to the Board. The Board reserves the right to request the removal from the project of any person, including, but not limited to, employees of the Contractor and any subcontractors, who engage in conduct in violation of the law or the Board'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.

- 6.8 Compliance with School District Rules and Policies: The Contractor must adhere to and abide by all federal and state guidelines pertaining to providing the services. While on school property, the Contractor shall comply with all School District policies, rules, procedures, and instructions, including related to health and safety precautions.
- 6.9 Freedom of Information Act Compliance: The Board is subject to the Illinois *Freedom of Information Act*, 5 ILCS 140/1 *et seq.* ("FOIA"), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Vendor requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Contractor must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Board will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the Contractor agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Board that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Board.
- 6.10 Student Records: Contractor and the individuals performing services on its behalf shall have access to the School District's records (including, but not limited to student records) only to the extent necessary for performance of the Services. Contractor agrees that any information it receives from the School District or otherwise in the performance of Services with respect to individual students in

conjunction with services provided under the agreement shall remain the property of the School District and shall be treated and maintained by the Contractor as confidential information and used only for the identified purposes in conjunction with the services under the agreement.

Such records shall not be disclosed to third parties for any reason other than to law enforcement or medical personnel in the event of an emergency or as otherwise may be required by law, and will not be used for the Contractor's own personal or business purposes outside the performance of services under the agreement. All information that qualifies as a student record under Family and Educational Rights Privacy Act and the Illinois School Student Records Act shall be handled by the Contractor in accordance with those laws. If there is a breach of such information (i.e. disclosure to a third party by Contractor or agent of Contractor), Contractor shall, within two (2) calendar days of knowledge of the incident, inform the School District of the breach and the data affected. Contractor further agrees to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act*, the *Illinois Mental Health Act and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and all rules and regulations governing the release of student, personnel, and medical records.

Contractor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the security, confidentiality and accessibility of the School District's employee and student records. Upon termination of the agreement with or without cause or upon expiration of its term, any School District employee or student record information in possession of Contractor or individuals performing services on its behalf shall be returned to the School District and all copies of such information in all formats destroyed in accordance with all applicable laws and U.S. Department of Education and Privacy Technical Assistance Center guidelines within 30 days of termination unless the Agreement provides for Contractor to maintain the records for a longer period of time.

- 6.11 Personnel: Contractor shall only use qualified personnel to perform the services. All individuals providing the services hereunder shall possess a current state license/registration and/or certification as applicable for the services to be provided to students. The School District may require that the Contractor replace any individual providing services hereunder if, in the School District's sole discretion, the individual is detrimental to the School District's students or school environment.
- 6.12 Term: The term of an agreement between the parties will commence on July 1, 2023, and shall terminate on June 30, 2026. Thereafter, the term of the Agreement may be extended, at the School District's option, for additional one (1) year periods.

- 6.13 Termination: The School District may terminate the agreement, with or without cause, effective as of July 1 of any contract year, by providing at least sixty (60) days advance written notice.
- 6.14 Relationship Between Contractor Personnel and the School District: No relationship of employer and employee is created by this Agreement between Contractor (or the individuals providing services on behalf of Contractor) and the School District, it being understood that the Contractor and such individuals will provide services as an independent contractor. Contractor acknowledges that Contractor and the individuals providing services on behalf of Contractor are performing services separately and independently from the School District's control, supervision, direction and evaluation; that they each have a full opportunity to find other business; that each has made their own investment in his/her business; and that they will utilize a high level of skill necessary to perform the Services described. The School District shall have no obligation to provide training to these individuals related to the performance of their duties in accordance with professional standards. Contractor, through its individuals providing services, shall have the responsibility to comply with all applicable laws and standards of care in the provision of student photography services. Contractor acknowledges that it is solely responsible for any taxes, including but not limited to, self-employment tax and federal and state income tax that it must pay hereunder, and is further responsible for providing all compensation and benefits (including, but not limited to, sick leave) and making all required tax withholdings and filings with respect to the individuals performing services hereunder.

PROPOSAL SPECIFICATIONS

Services:

The School District is seeking proposals for the services described herein (“Services”). Contractor will determine the method, details, and means of performing the Services in cooperation with the School District. Contractor will coordinate the Services and communicate with the School District’s appointed contact for each of the high schools.

The School District is most interested in Vendors who can provide all requested services and merchandise, but invites all Vendors to submit proposals even if they can only provide a portion of the requested services or merchandise.

Base Photography Services:

1. Student Photos
 - a. Onsite photography of all students for use as needed within the School District.
 - b. Provide adequate trained staff to accomplish student photos in a timely manner.
 - c. Provide photo retakes as needed; date(s) must be in a timely manner as determined by the School District and mutually agreed upon.
 - d. The School District requires digital images to be provided for use by the Technology Department, as follows:
 - i. Contractor will provide a listing with student names and matching student identification numbers.
 - ii. Any and all student photos provided to the School District for use with the Technology software applications will be provided in a format as requested by the School District.
 - iii. Files containing student photo and identification number must match. Any discrepancies will be corrected by the Contractor in a timely manner at no cost to the School District.
 - iv. Files must be compatible with Skyward, Destiny and iVisions software.
 - v. If requested by the School District, Contractor will provide access to any or all of any additional photographs taken.
2. Student Identification Badges
 - a. Onsite printing of student identification badge which will include but is not limited to:
 - i. Current year student photo; and
 - ii. Barcode for scanning purposes; and
 - iii. Files compatible with systems such as but not limited to Skyward and Destiny; and
 - iv. Print additional information on the back of each identification badge as requested and provided by the School District.
3. Staff Identification Badges
4. Freshmen, Sophomore, and Junior Student Portraits
 - a. Provide students with ordering information which includes payment options made directly to the Contractor; and

- b. Make available additional date(s) as needed for picture retakes and communicate such to the families.
- 5. Senior Portraits
 - a. Provide senior class the ability to easily schedule senior portraits.
 - b. Each photo session will allow for multiple outfit changes.
 - c. Each photo session will allow for multiple backdrop options.
 - d. Provide files that contain Senior Class pictures promptly so they may be printed in the yearbook.

Additional Photography Services:

The School District is also interested in receiving proposals for the following additional photography services, which would only be provided as requested by School District:

- 1. Prom Photography
- 2. Extracurricular Student Events, including:
 - a. Sports
 - b. Musicals
 - c. Club Activities
- 3. Contractor must provide files for upload of any or all photos taken as requested to be included in the yearbook.

Yearbook and Graduation Photography Services:

- 1. Yearbooks - Hard Copies
 - a. Support Yearbook staff as requested to prepare yearbook for print
 - b. Provide a completed yearbook in a timely manner as requested by each high school. Each high school has the right to determine the due date for the completed yearbooks to be distributed based on the individual school timeline.
- 2. Yearbooks - Digital
- 3. Graduation Photography

Graduation Merchandise:

- 1. Graduation Cap and Gowns - colors to be determined by each high school building
- 2. Class Rings
 - a. any additional jewelry available
- 3. Additional merchandise that may be beneficial to the students of District 155

Optional Services:

The School District is interested in receiving proposals for additional services that the Contractor may provide. On the Proposal Submission Form, please provide a detailed description of any optional services offered by Contractor, along with any associated costs.

Schedule:

Contractor will work with School District personnel to schedule student photography each year. Contractor will provide a minimum of three (3) photographers at each of the School District's four (4) high schools for student photo and badge distribution days. Each photographer will arrive at

the appointed location in enough time to set up and be ready to begin the process once the students arrive.

Contractor will work with School District personnel to schedule delivery of any and all items mentioned above that may be purchased by the School District directly or by the students individually.

Additional Rules:

The School District will expect all Contractor personnel to be dressed appropriately. The School District will have the right to refuse any and all Contractor staff that do not adhere to the School District's dress code and code of conduct.

The School District shall not be prevented from seeking alternative photography services to meet its needs. Such instances could include unscheduled school events or school affiliated functions which may arise. In all instances, the School District agrees to use reasonable efforts to provide Contractor with at least 72 hours advance notice of such additional needs, as well as any schedule changes.

QUALIFICATION STATEMENT

PROPOSAL DESCRIPTION: _____

VENDOR: _____

ADDRESS: _____

A. The vendor listed above hereby submits the name of the following insurance company(ies) meeting the requirements set forth in the Proposal Specifications, who would write the General Liability Insurance, in the event the vendor is awarded the Contract.

1. Corporate Name:

Address:

2. Agent's Name:

Address:

Telephone Number:

B. List at least three (3) references for school districts of approximately the same size for which your organization has provided photography services within the last five (5) years:

1. School District:

Contact Person:

Contact Information:

2. School District:

Contact Person:

Contact Information:

3. School District:

Contact Person:

Contact Information:

C. How many years has your organization been in business:

- D. Have you ever failed to complete any services awarded to you or had an agreement terminated early within the last five (5) years?

If yes, note when, where, and why:

- E. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.
- F. Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

By: _____

Vendor Name: _____

Print Name: _____

Address: _____

Its: _____

City: _____

Telephone: _____

State: _____

Date: _____

**Subscribed and sworn to before me
this __ day of _____, 20__.**

Notary Public:

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