



**TULARE CITY**  
*School District*

**REQUEST FOR PROPOSALS**

PHOTOGRAPHY SERVICES

2022/2023

## NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Tulare City School District of Tulare County, California, acting by and through its Governing Board, hereinafter referred to as the "the District" will receive up to, but not later than 4:00 pm, January 7, 2022, sealed proposals for:

### PHOTOGRAPHY SERVICES

Sealed proposals shall be received by the Tulare City School District, Attn: Joyce Nunes, 600 N. Cherry Street, Tulare, CA 93274.

All interested parties may obtain a copy of The RFP by contacting the Tulare City School District, 600 N. Cherry St. Tulare, CA 93274, 559-685-7206 or from the District's website:

<http://www.tcsdk8.org/index.cfm?pID=13935>

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and returned to Proposer unopened.

The evaluation criteria specified herein will be used to determine which of the proposals provide the best quality for Tulare City School District at the most economical cost. The District reserves the right to accept or reject any or all proposals, to waive all technicalities, and to accept the proposal(s) that is determined to be the most favorable to the District. Recognizing that there are important considerations other than price, the District may not necessarily award the lowest proposer.

Proposals must be effective for sixty (60) days following the deadline for the receipt of Proposals.

#### GOVERNING BOARD

Tulare City School District

Tulare County, CA

Joyce Nunes

Assistant Superintendent Business Services

Dates Published: Tulare Advance Register/Visalia Times Delta

December 3, 2021 and December 10, 2021

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## RFP OVERVIEW

### DISTRICT PHILOSOPHY AND OBJECTIVE

Tulare City School District's underlying philosophy is that by granting an exclusive contract(s) for the program, the District improves its potential for reasonable prices for students and consistently high quality services and products.

#### Purpose of Proposal and Qualifications

The Tulare City School District invites proposals for an exclusive one-year portrait contract with the option to renew for up to two (2) additional years. The contract will include:

- Portraits for all students grade Pre-school through 8, and all staff members and volunteers. This request for proposal pertains to the 2018-2019, 2019-2020, and 2020-2021 school years.
- Digital copies of Photographs for student software, compatible to interface with Aeries Student Information System (Web Based)
- Staff and Volunteer Badges

Contract will be awarded based on review of qualifications, company history, ability to serve entire school needs, quality, performance, in industry and value. Tulare City School District will select, subject to its right to reject all proposals, one vendor to provide school photography services from the RFP.

Evaluation Criteria	Assigned Weight	
Proposed Pricing	35 %	
Proposed Services/Products	20%	
Quality of Materials/Supplies	20%	
Qualifications and Ability to Perform	15%	
Value Added services/items	10%	
Complimentary Staff/Volunteer Photos	Pass/Fail	
8 <sup>th</sup> Grade Graduation Photos	Pass/Fail	
No Sitting Fee	Pass/Fail	

## INSTRUCTIONS TO PROPOSERS

**SUBMITTALS:** Five (5) copies must be received on or before January 7, 2022

**ADDRESSED TO:** Tulare City School District  
 Attn: Joyce Nunes  
 600 N. Cherry Street  
 Tulare, CA 93274

**RFP SUBMITTAL:** Mark Envelope - PROPOSAL – PHOTOGRAPY SERVICES FOR  
 THE TULARE CITY SCHOOL DISTRICT

Proposals shall be submitted in sealed packages with the name of the Firm submitting the Proposal, clearly marked on the front. Submission of the proposal by facsimile or email is unacceptable. The proposer is entirely responsible for delivering the Proposal on time. Late proposals will not be accepted.

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE RETURNED UNOPENED TO THE PROPOSER.

INQUIRES: Any and all questions or clarification for the Request for Proposal documents shall be directed in writing no later than December 15, 2021 to:

Joyce Nunes  
 Assistant Superintendent Business Services  
[bids@tcsdk8.org](mailto:bids@tcsdk8.org)

TCSD shall post on website at <http://www.tcsdk8.org/index.cfm?pID=13935> answers and clarifications to all bidders in the form of an addendum by December 17, 2021. It is the responsibility of the proposer to check the website for any addendums.

Key Events Schedule – The anticipated schedule for completion of the procurement is shown below. The dates are subject to change.

<b>Task</b>	<b>Responsibility</b>	<b>Date</b>
RFP Public Release	TCSD	December 3, 2021 and December 10, 2021
Proposers RFP Questions to TCSD	Proposers	December 15, 2021
TCSD Responses/Addendum	TCSD	December 17, 2021
Proposal Submission	Proposers	January 7, 2022
Proposer Selection	TCSD	January 19, 2022
Recommend Vendor to Board	TCSD	January 25, 2022
Contract Terms Review	TCSD	TBD
Contract Effective Date 2022-2023 School Year		7/1/2022 – 6/30/2023

## Submission of Proposal

No Proposal shall receive consideration by the Tulare City School District unless made in accordance with the following instructions:

**Deadline for Receipt of Proposals** Sealed proposals, subject to all conditions herein, will be received at the Tulare City School District, Attn: Joyce Nunes, 600 N. Cherry Street, Tulare, CA 93274 until January 7, 2022 at 4:00 pm. Tulare City School District expects to select a vendor by January 25, 2022. Late proposals will not be accepted and will be returned unopened to Proposer.

**Proposal Preparation** Proposal must be made in the format specified by the district. A responsible officer must sign the proposal Form provided. Please refer to Section 3 "Proposal Forms" for required documents.

Proposals received in response to the RFP will remain the property of the Tulare City School District and will be deemed public information. (Respondents are encouraged to consult with their legal counsel on questions regarding disclosure issues and/or legal obligation/responsibility on behalf of respondent.)

Proposers are responsible for all costs related to preparing RFP.

**Non-Collusion Declaration** Each Proposer must return a fully executed Non- Collusion Declaration, as required by Public Contract Code section 7106, with the completed Proposal. The Non-Collusion Declaration form is included in Proposal Forms.

**References** All proposals must include at least three (3) local references/customers. The reference form is included in Proposal Forms. These should be existing public agencies or organizations currently under contract with the respondent. References should include those who have similar products and services as those requested by Tulare City School District.

**Student Confidentiality Statement** - No student information will be shared with and 3<sup>rd</sup> party or relative. Only the District and the legal guardian/parent are to have access to student photos or information. All access to student photos or information is to be verified by district staff. The Student Confidentiality form is included in Proposal Forms.

**Execution of Forms** Each proposal must give the full business address of the Proposer and must be signed by the proposer with his/her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporations, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the district, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Proposers failure to properly sign required forms may result in rejection of the proposal.

**Requests for Information** During the RFP Process, vendors may contact Joyce Nunes by email at: [bids@tcsdk8.org](mailto:bids@tcsdk8.org) with any questions or clarification for the Request for Proposal documents no later than December 15, 2021 TCSD shall post on website at <http://www.tcsdk8.org/index.cfm?pID=13935> answers and clarifications to all bidders in the form of an addendum by December 17, 2021. It is the responsibility of the proposer to check the website for any addendums.

**Proposal Modifications:** The Tulare City School District may, at its sole discretion, issue amendments to this RFP at any time prior to the time set for receipt of proposals. If amendments are necessary, every attempt will be made by the Tulare City School District to issue these amendments at least three (3) days before submission due date. Respondents are required to acknowledge receipt of any amendments (addendum) issued to this RFP by signing and attaching them to the proposal forms submitted. A copy of this RFP and any amendments will be available on the Tulare City School District website at: [www.tcsdk8.org](http://www.tcsdk8.org) . It is the Proposers responsibility to check the website for any amendments.

NOTE: The Addendum Form included in Proposal Forms must be acknowledged, signed and included with the respondent's submission. Respondents may modify or withdraw a proposal in writing prior to submission deadline. Proposals cannot be withdrawn or corrected after submission due date.

**Proposal Negotiations** A proposal response to any specific item of the RFP with terms such as "negotiable", "will negotiate", or similar, will be considered as non-compliance with that specific term.

**Withdrawal of Proposals Prior to Opening** A Proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of Proposals.

**Withdrawal of Proposals After Opening** A Proposer may not withdraw his proposal for a period of sixty (60) days after the date set opening.

**Acceptance of Proposal** Any proposal received shall be considered an offer, which may be accepted or rejected in whole or in part by the Tulare City School District based on initial submission without discussions or negotiations and may be accepted by Tulare City School District at any time within the sixty (60) days of the submission deadline. In addition, the respondent must guarantee pricing for a minimum of twelve (12) months after the award of the contract. Any offer not otherwise extended or accepted within this time period may be rejected by the Tulare City School District.

## INFORMATION AND CONDITIONS

### GENERAL CONDITIONS

1. Certain specifications are set forth for the purpose of establishing minimum standards. Variations which in the opinion of the Governing Board fall below the standards of these specifications will not be allowed or accepted. Proposers may propose any material or process equal or superior to those specifications but each deviation from the specifications listed must be set forth in detail, and the District shall be the sole judge as to whether such deviations is in fact equal or superior to those set. The opinion of the District shall be final.
2. Wherever in these specifications any material or process is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials or process desired and shall be deemed to be followed by the words "or equal".
3. Securing Documents: Specifications and other contract document forms are available without charge to prospective Proposers at the Business Office, Tulare City School District, 600 N. Cherry Street, Tulare, CA 93274 or can be downloaded from the District's website: <http://www.tcsdk8.org/index.cfm?pID=13935>
4. Taxes: Current sales tax for Tulare County will be added to the quoted prices for software and services by the Tulare City School District, if applicable, when placing orders. Do include sales tax in the unit prices quoted in your RFP response. Tulare City School District is exempt from CA Property Tax.
5. Assignment of Contract: The successful Proposer shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on the proposal form which may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District Governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent is in writing, as indicated above, has been given.
6. Addendum: Any addendum issued by the District during the time of proposal or forming a part of the documents loaned to the Proposer for the preparation of this proposal shall be covered in the proposal and shall be made part of the contract.
7. Interpretation of Documents: If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omission from, the specifications, a written request for clarification shall be directed to Joyce Nunes by email to [bids@tcsdk8.org](mailto:bids@tcsdk8.org) by December 15, 2021. TCSD shall post on website at <http://www.tcsdk8.org/index.cfm?pID=13935> answers and clarifications to all bidders in the form of an addendum by December 17, 2021. The District will not be responsible for any other explanation or interpretation of proposed documents.
8. Liquidated Damages: The District shall hold the successful Proposer liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful Proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Proposer. Additional costs accrued by the District through the purchase may be deducted from unpaid invoices or must be paid to the District by the successful Proposer. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.



9. District Inspection: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Proposer from any obligation to fulfill this contract. Defective items shall be made good by the Proposer, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Proposer shall immediately remedy such defect in a manner satisfactory to the District.
10. Restricted Proposal: Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, shall be considered qualified Proposers for this contract.
11. Equal Employment Opportunity: In connection with the execution of this contract, Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Proposer shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.
12. Public Liability and Property Insurance: Successful Proposer shall maintain during the life of the contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for Personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under the Contract. The minimum amounts of such insurance shall be as set forth. Successful Proposer will be required to furnish certificates of insurance prior to start of work.
  - 12.1. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): \$1,000,000/\$1,000,000 Aggregate.
  - 12.2. Property Damage Liability Insurance including auto (both owned and non-owned): \$1,000,000 Aggregate.
  - 12.3. Workers' Compensation Insurance: Proposer represents that Proposer has secured the payment of Workers' Compensation Insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide Workers' Compensation Insurance. Proposer shall supply the district with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the district will receive ten (10) days' notice of cancellation. If Proposer self-insures Workers' Compensation Insurance, a Certificate of Consent to Self-insure must be provided to district.
  - 12.4. Insurance certificate must name Tulare City School District as additional insured, loss payee.
  - 12.5. Certificate to be submitted by successful Proposer prior to start of work.
13. Hold-Harmless Clause: Proposer shall indemnify and hold Tulare City School District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including Attorney's fees) of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted or non-copyrighted composition, secret process, trademark, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. Tobacco-Free District: The Tulare City School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District Property and in District vehicles.

15. IRS Requirements: The District shall view the legal position of the Proposer as an "independent contractor" and that all persons employed to furnish services are employees of the Proposer and not of the District.
  - 15.1. The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the Proposer is party.
  - 15.2. The Proposer will complete IRS form W-9 providing tax payer identification number and also indicate whether Proposer is a corporation, sole proprietor, partnership, individual, etc. This form must be on file with the District within ten (10) days from the date of the contract start date.
16. Fingerprinting – If the nature of the work is such that the proposer and its staff will have contact with children on the district school sites, the Proposer will be required to comply with the fingerprinting requirements of California Education Code Section 45125.1. In addition, to the extent known at the time of the proposal submittal, the proposer must include with the proposers proposal a list of the names of staff members who may have contact with pupils in the course of the proposer's performance of the service that are subject of the RFP.
17. Termination: Either party may terminate agreement effective January of each year of contract upon 30 days written notice.
18. Governing Law and Venue: In the event of litigation, the proposal documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Tulare County.
19. Protests by Bidders - A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

## **Section 1**

### **Scope of Services**

Nothing in this contract shall preclude any parent from requesting a private photography session or purchasing items outside the scope of this limited exclusive agreement from the awarded firm or firms. Proposer shall provide a detailed statement of guarantee, replacement policy, and refund policy. Failure to do so will obligate the proposer to a full-unlimited warranty at the discretion of the District

### **Photography Requirements – General**

Individual Student and Class Group Pictures and Staff/Volunteer Badges.

### **Equipment**

Specify the type of equipment to be used, such as paper and camera. Premium photographic paper must be used. Photographer must use equipment that centers the subject and adjusts for head size, skin and hair tone. Photos are to be guaranteed.

### **Notices**

Proposer will furnish take-home notices for parent notification purposes in English and Spanish two weeks prior to the picture taking date. Proposer will pay any and all associated fees, including the following:

1. School name, picture date, retake date, picture packages and prices
2. Statement on suggested clothing and hair arrangement
3. Re-order information
4. Local customer service contact information for parents to contact directly with any concerns must be on all notices and/or forms.
5. Payment envelope or online payment information process.
6. Deliver notices to each site.

### **Staffing**

1. Provide adequate staffing to complete photography with minimal class interruption. Pictures shall be completed before specific grades lunch break. All staff members must be employees of company, not "contract" workers. All employees must pass a criminal background check. Preferred experience for photographers is 3 years working within school settings.
2. Proposer's staff must be courteous, polite and kind to District employee, parents, and children. Any issues that arise during "Picture Day" must be brought to the principal's attention.
3. Specify number of photographers to be used. (i.e. 2 photographers for " " students. 3 photographers for " " Students)

## **Experience**

1. Must have been in business a minimum of five (5) years.
2. Must have experience photographing districts with 5000+ students.

## **Individual Student and Class Group Pictures**

1. Pictures will be taken between August and September at each site. Dates for original pictures and retakes to be coordinated with Principal.
2. Must take a picture of every student even if no picture package is ordered.
3. All pictures will be guaranteed to the satisfaction of the school and parent with no additional charges for retakes when original photos are returned. Photographer does not determine acceptability of photo.
4. The photography company must offer optional retouching at the parents request and delineate charges on the pricing package for said service.
5. Finished package delivery within four weeks of photography.
6. All pictures will be packed and alphabetized by teacher and student for delivery.
7. Each faculty member will receive a complimentary picture package.
8. Must provide staff badges with current school year, logo and employee name, site, number and title at the time photo is taken.
9. Must provide three (3) complimentary class composites for every class with names under photos to each school site and the district office.
10. Must provide Sticky Pictures for cum files and other projects (5).
11. Principal Book three copies (3) – Student photos and names under photos.
12. Electronic File for yearbook and district student information system (Aeries).
13. Must provide staff composites for each school site and district office. Staff should be organized by Site, and Title/Department.
14. The photography company will handle all complaints and adjustments on pictures.
15. All individual picture package prices will include applicable sales tax.
16. A representative(s) of the photography company will handle all monies involving the pictures.
17. All prices on reorders and retakes to be the same as original price.

## **EVENT Photos**

Correspond and coordinate with superintendent's office to schedule and provide flyers for and staff to take graduation photos on afternoon/evening of 8<sup>th</sup> grade graduations. Graduation dates for 2022/2023 School Year are not yet set but will occur during June of 2023

## **District Badge Machine**

Assist with the configuration of current year badges on Cardstudio 1.1 Software in Tulare City School District Personnel office.

## **Value Added Services**

As part of the RFP, the district is seeking voluntarily, at your own discretion, any "value added" services or support that you, the proposer, feel would be helpful to our schools.

The district considers "value added" to include, but not be limited to, the following:

1. Donations of service such as mentoring students, volunteering in schools or departments and performing in-kind services to supplement services the District already provides.
2. Tangible items such as dance tickets and the design print services for such tickets.
3. Funding assistance such as scholarships, donations of money to District schools or programs, donations of money to the District, sponsorship, and/or advertising of District schools or programs.
4. Photos of all district administrators for administration purposes.
5. Donations of new and usable supplies and/or equipment.
6. Percentage of sales back.

## **SECTION 2**

### **Proposal Format**

#### **Introduction**

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All Requirements and questions in this RFP must be addressed and all requested data must be supplied. The district reserves the right to request additional information that, in the district's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

#### **Preparation**

Proposals should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of this RFP; however, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal. Proposals should emphasize the Proposer's demonstrated capability to perform the required service.

#### **Proposal Format**

In order for a proposal to be considered, said proposal shall adhere to the following format for organization and content. Proposal must be divided into the individual sections listed below.

#### **Part I – Cover Letter**

The cover letter shall include a brief statement of intent to perform the service, qualifications for selection and signature of an authorized officer of the organization who has legal authority in such transactions. Proposals with unsigned cover letters will be rejected. The cover letter must also provide the name position and full contact information for the individual designated as Proposer's contact for this proposal.

#### **Part II – Table of Contents**

The table of contents shall identify the contents of the proposal in the format consistent with the proposal requirements and format set forth herein.

#### **Part III – Background and Experience**

Each Proposer shall include a description of the professional and technical experiences, background, qualifications and expertise of the organization's key personnel. The description shall show that the Proposer possesses the demonstrated skills and experience in specific areas of the project scope. The Proposals shall include:

1. Give a background of the company and detail any projects that relate specifically to this project. Describe the organizational structure of your firm, including any relationship with a parent, subsidiary, or affiliated company.
2. List how long the company has been in business conducting this type of service, minimum of 5 years. What is the total number of employees and customers you currently service? Who are you currently under contract with?
3. Specify the number of photographers you use? i.e.: 2 photographers for \_\_\_ # of students, 3 photographers for \_\_\_ # of students.
4. Does your company intend to subcontract any services? If yes, list name and general information of subcontractor(s). Contractor may not subcontract any work without prior approval of district.

5. Upon request by the district, Proposer shall submit promptly to the district satisfactory evidence showing the Proposer's financial resources, the Proposer's staff available for the performance of the contract and any other required evidence of the Proposer's qualifications to perform to proposed contract. The district may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed contract may result in rejection of the Proposal.
  - a. The successful Proposer must demonstrate sufficiency of financial resources and the ability to perform contract.
  - b. The successful Proposer must demonstrate that they have sufficient equipment and services to perform the contract and provide service promptly, without delay or interference.

#### **Part IV – Statement of Work / Action Plan**

The work plan shall describe how the Proposer would assist the district in reaching its goals as set forth in the RFP. The Proposer should fully explain in detail their methodology to accomplish this project. Timelines, meetings, district responsibilities and all other important information should be included in this section with clear detail.

Proposers should include clear detail on how they would complete each part of the project set forth under Section 1, Scope of Services. Proposers should use this section to address the ability of Proposer's firm to undertake the project, considering Proposer's current and anticipated workload

#### **Part V –Sample Notice in English/Spanish and RFP Price Form**

Proposer shall return a RFP Price Form, fully executed in accordance with the Instruction to Proposers for every category that the wish to provide. Proposals for the Service will be accepted as outlined in this RFP. All prices shall be F. O. B. Destination and shall include all charges incurred.

#### **Part VI – Sample Photographs**

Proposers shall include sample photographs

#### **Part VII –Photo Package Pricing (included in Proposal Forms)**

Proposer shall include completed Pricing Form

#### **Part VIII – Value Added Form (included in Proposal Forms)**

Proposer shall include completed Value Added Form

#### **Part IX – Renewal Form (included in Proposal Forms)**

Proposer shall complete a renewal form listing price for each year.

#### **Part X – Proposal Form (included in Proposal Forms)**

Proposer shall include completed Proposal Form

#### **Part XI - Addendum Form (included in Proposal Forms)**

Proposer shall acknowledge any Addendum posted on website.

#### **Part XII– Reference Check Form (included in Proposal Forms)**

Proposer shall include relevant California public school district references

**Part XIII – Agreement for access to Student Information (included in Proposal Forms)**

Proposer shall sign document relating to the acceptable use of student information.

**Part XIV – Non Collusion Declaration Form (included in Proposal Forms)**

Proposer must return a fully executed Non Collusion Declaration affidavit, as required by Public Contract code section 7106, with the completed proposal.

**Part XV– Workers’ Compensation Certificate (included in Proposal Forms)**

Proposer shall include signed Workers Compensation Certificate

**Part XVI – Proposed staffing per site**

Proposer shall include Proposed Staffing Form

**Part XVI – Proposed staffing Fingerprinting**

Proposer shall include the Fingerprinting Form



# PROPOSAL FORMS

**PHOTO PACKAGES PRICING**

PACKAGE	DESCRIPTION	PRICE
Package A	2 – 3 X 5 4 – 2 X 3 1 – Class Picture	
Package B	1 – 5 X 7 2 – 3 X 5 8 – 2 X 3 1 – Class Picture	
Package C	1 – 8 X 10 2 – 5 X 7 8 – 2 X 3 1 – Class Picture	
Package D	1 – 8 X 10 2 – 5 X 7 2 - 3 X 5 12 – 2 X 3 1 – Class Picture	
Additional Packages Offered		
Package __		
Package __		
Package __		

Attach additional pages if necessary

## VALUE ADDED

List any value added services proposer is willing/able to provide based on the above pricing. Note: Pricing to students is of the utmost importance and will have a weight of up to 35 points out of 100 possible points. Value Added items will be scored at no more than 10 total points.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

Will company offer a percentage of sales back to individual school sites? Is so, what percentage will be offered?

\_\_\_\_\_ %

## RENEWAL FORM

If mutually agreeable, the Tulare City School District reserves the right to consider the extension of this contract for up to an additional two (2) year period. A price increase, if exercised, shall be fully justified by vendor and proved by a test of the market and/or submission of documents. Price increases shall not exceed more than 5% per year.

Proposer to indicate in space provided below the maximum price increases:

Dates	Yes	No	Max % Increase
7/1/2023 – 6/30/2024			
7/1/2024 – 6/30/2025			

**PROPOSAL FORM**

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications, and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer.

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

Corporate Seal  
(if a corporation)

\_\_\_\_\_  
Proper name of Individual, Company or Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Signer's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

## ADDENDUM

The undersigned acknowledges receipt of the following Addendum(s) and the cost, if any, of such revisions has been included in the proposal.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

There were no addendums issued for this RFP (if applicable)

Name of Proposer \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REFERENCE CHECK FORM**

Proposer should include relevant California Public School District references.

Proposer:	
Subcontractor(s)/Third Party(s):	

Reference Check General Information

Organization		Contact Name	
Address		Title	
Phone		E-mail Address	
Services Performed			

Organization		Contact Name	
Address		Title	
Phone		E-mail Address	
Services Performed			

Organization		Contact Name	
Address		Title	
Phone		E-mail Address	
Services Performed			

**AGREEMENT FOR ACCESS TO STUDENT INFORMATION  
FOR THE PURPOSES OF  
CONDUCTING CONTRACTED WORK FOR THE DISTRICT**

\_\_\_\_\_ (hereafter referred to as "Contractor"), hereby acknowledges and agrees that the personally identifiable student information ("Student Information"), a detailed description of which is attached, being disclosed to it by Fremont Unified School District ("District") is for the limited purpose of conducting work as described in the attached agreement and will be used only for that purpose.

Further, the Contractor is subject to compliance with all relevant laws and regulations pertaining to the possession and maintenance of such Student Information, including, but not limited to the Federal Family Education Rights and Privacy Act, 20 U.S.C. Section 1232g and 34 CFR Section 99 et. seq., and in particular 34 CFR 99.33 pertaining to the disclosure of personally identifiable information from education records, and the Washington RCW 28A.605.030 and RCW 42.17.310.

The Contractor further is required to maintain the confidentiality of the Student Information provided and not to disclose personally identifiable information about a student including photos to any other party without the prior written consent of the parent or eligible student or as is otherwise authorized by law or regulation. The Contractor also agrees to defend, indemnify and hold harmless the district, its officers, employees and agents, from any and all complaints, charges, causes of action, claims, or damages of every kind and nature whatsoever relating to an improper release of the Student Information by the Contractor or its employees or agents.

It is further acknowledged and agreed that when the work contracted with the district has been completed, all Student Information will be destroyed and no copies or other retention of the personally identifiable Student Information will be maintained.

The undersigned hereby certifies that he/she has the authority to execute this document on behalf of the Contractor.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date



**NON-COLLUSION DECLARATION FORM**

Owner: \_\_\_\_\_ School District

Contract for: \_\_\_\_\_ Project

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**

(Education Code Section 45125.2(a))

Note: This document must be executed and submitted with the RFP.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

a. Install a physical barrier at the worksite to limit contact with pupils.

b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

c. Arrange, with Owner’s approval, for surveillance by Owner’s personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

## INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: \_\_\_\_\_

Supervisor/Foreman Name: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Location of Work: \_\_\_\_\_

Hours of Work: \_\_\_\_\_

Length of Time on Grounds: \_\_\_\_\_

Number of Employees on the Job: \_\_\_\_\_

Yes No

Employees will have more than limited contact with students as determined by Owner, or if by Contractor, please explain: \_\_\_\_\_

If yes, the following steps will be taken to ensure student safety (check):

A physical barrier will be installed at the worksite to limit contact with pupils.

Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee: \_\_\_\_\_

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: \_\_\_\_\_

Name of employee who is the custodian of the Department of Justice verification information: \_\_\_\_\_

Owner agrees: Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: \_\_\_\_\_

Signature

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

	<b>SCHOOL SITE</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>ENROLLMENT (12/21)</b>	<b>PROPOSED # OF PHOTOGRAPHERS</b>
1	ALPINE VISTA	2975 E ALPINE AVE	TULARE	CA	93274	1389	
2	CHERRY AVE MIDDLE SCHOOL	540 N CHERRY ST	TULARE	CA	93274	447	
3	CYPRESS ELEM SCHL	1870 S LASPINA ST	TULARE	CA	93274	514	
4	GARDEN ELEM SCHOOL	640 E PLEASANT AVE	TULARE	CA	93274	642	
5	HERITAGE ELEM SCHOOL	895 W GAIL AVE	TULARE	CA	93274	621	
6	FRANK KOHN ELEM SCHOOL	500 S LASPINA ST	TULARE	CA	93274	618	
7	LINCOLN ELEM SCHOOL	909 E CEDAR AVE	TULARE	CA	93274	250	
8	LIVE OAK MIDDLE SCHOOL	980 N LASPINA ST	TULARE	CA	93274	379	
9	LOS TULES MIDDLE SCHOOL	801 W GAIL AVE	TULARE	CA	93274	616	
10	MAPLE ELEM SCHOOL	640 W CROSS AVE	TULARE	CA	93274	605	
11	MISSION VALLEY ELEM. SCHOOL	1695 BELLA OAKS DR	TULARE	CA	93274	636	
12	MISSION VALLEY IS	1695 BELLA OAKS DR	TULARE	CA	93274	180	
13	MULCAHY MIDDLE SCHOOL	1001 W SONORA AVE	TULARE	CA	93274	637	
14	PLEASANT ELEM SCHOOL	1855 W PLEASANT AVE	TULARE	CA	93274	660	
15	ROOSEVELT ELEM SCHOOL	1046 W SONORA AVE	TULARE	CA	93274	533	
16	WILSON ELEM SCHOOL	955 E TULARE AVE	TULARE	CA	93274	467	
17	DISTRICT OFFICE	600 N. CHERRY	TULARE	CA	93274	100	

Preschool – Dates and times to be coordinated with Director of Early Childhood Education (Dates maybe different then the date scheduled for the K -8 students at same school site)

	<b>SCHOOL SITE</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>ENROLLMENT (12/21)</b>	<b>PROPOSED # OF PHOTOGRAPHERS</b>
	Alpine Vista	2975 E ALPINE AVE	TULARE	CA	93274	57	
	Garden	640 E PLEASANT AVE	TULARE	CA	93274	39	
	Kohn	500 S LASPINA ST	TULARE	CA	93274	38	
	Lincoln	909 E CEDAR AVE	TULARE	CA	93274	154	
	Maple	640 W CROSS AVE	TULARE	CA	93274	152	
	Roosevelt	1046 W SONORA AVE	TULARE	CA	93274	0	
	Wilson	955 E TULARE AVE	TULARE	CA	93274	40	

Proposed Staffing for each school site based on enrollment