

Platte County R-3 Schools - REQUEST FOR PROPOSALS



Request for Proposals (RFP)

For

District Photography and Related Services

Platte County R-3 School District
Department of Pupil Services
998 Platte Falls Rd
Platte City, Missouri 64079
ph: (816) 858-5420

Dr. Chad W. Sayre, Director of Student

Services **January 20, 2021**

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Photography and Related Services**

A. SCOPE OF RFP

The Platte County School District (PCR-3) is requesting proposals for student and school photography services beginning in fall 2021 and concluding summer 2022. Successful partnerships could result in contract extensions over multiple academic years. A summary of services is listed below; however, vendors are required to review and abide by all terms of the RFP.

Interested vendors are required to submit their completed Request for Proposal no later than 10:00 a.m. CST on Friday, February 19th, 2021. RFP responses are to be submitted in writing with the outside envelope clearly marked PCR3 Photography Services RFP. The RFP must be submitted to:

Dr. Chad W. Sayre, Director of Student Services
Platte County R-3 School District
998 Platte Falls Rd.
Platte City, MO 64079

One manually signed original proposal must be sealed in one package and clearly labeled “Sealed PCR3 Photography Services FY 2021-2024 – Feb 19th, 2021” 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 to Dr. Chad Sayre at sayrec@platteco.k12.mo.us. 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 may result in rejection of the bid. All proposals must be signed by an officer or employee who has the authority to legally bind the proposer.

Proposers should become familiar with any local conditions that may, in any manner, impact 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 impact 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. Chad Sayre in writing, via email at sayrec@platteco.k12.mo.us no later than 3:00 p.m. on Friday, February 12th, 2021. Inquiries received after this date and time may not be considered.

B. SUMMARY OF REQUESTED SERVICES*

Student (preK-12th, including NCC) and all Employee I.D.s
Electronic Reproduction of all pictures for out student information system (SISK12)
Yearbooks for Kindergarten through Eighth Grade
Classroom Photos preK-5th & Northland Career Center (NCC)
Group packages of pictures- cost to families for pictures per package
Digital options for families
Staff group photo at the beginning and end of year
Senior Panorama (Fall)
Senior Composite
Practice- Commencement participation
Individual Commencement Photo
Senior Formal Photo

** - Firms can submit a bid to provide support for all services requested OR bid on specific services individually or “ala carte”. PCR3 reserves the right to select multiple vendors for photography and related services to help ensure scope of needs are met.*

Platte County School District Information

Platte County School District serves approximately 4,270 students in Preschool through twelfth grades and the Northland Career Center. The school district has 10 attendance centers, which are identified below by grades serviced.

1. Great Beginnings North- Preschool: approximately 65 students
2. Great Beginnings South- Preschool: approximately 65 students
3. District Education Center (DEC)- Exec adm and Transportation (Administration, Transportation, and Maintenance)
4. Compass Elementary School- K-5th: approximately 604 students
5. Pathfinder Elementary School- K-4th: approximately 580 students
6. Siegrist Elementary School- K-5th: approximately 599 students
7. Barry Middle School- 5th-8th: approximately 455 students

8. Platte City Middle School- 6th-8th: approximately 656 students
9. Platte County High School- 9th-12th: approximately 1311 students
10. Northland Career Center (NCC)- 11th-12th: approximately 432 students

C. PHOTOGRAPHS SERVICES REQUESTED

I. 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 proof of student photographs when requested. When proofs are provided for review, it is the preference of PCR3 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 PCR3 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, PCR3 with the digital files of all photographs taken by the vendor, in a format usable by PCR3, 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 PCR3. 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. PCR3 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 PCR3 employees and any related sponsors of the yearbooks to ensure that all photography sessions are completed timely to ensure that all deadlines are met.

II. Preschool Through 12th Grade Photography Services

1) For all preschool through twelfth-grade photo sessions, the successful vendor must schedule picture days at each PCR3 school, on such days and at such times as approved by PCR3 attendance centers. All students enrolled at PCR3 in preschool through twelfth grade (including NCC) will have the option to have their individual photos taken at their assigned school. 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 PCR3.

III. Employee Photography Requirements

1) No later than September 15 of each year the successful vendor shall take I.D. photographs of all PCR3 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) PCR3 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 PCR3 in a format usable by PCR3, 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 PCR3.

IV. Preschool Through Eighth Grade Yearbook

1) The successful vendor shall be responsible for creating yearbooks for preschool through eighth grade. The successful vendor shall meet with PCR3 staff prior to the commencement of each school year to establish a timeline for the production of the yearbooks.

2) PCR3 must approve the yearbooks before they may be printed.

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

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

5) Group/club portraits

6) Yearbook for each location

V. 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 to families so the district is not the middle man.

D. 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 PCR3 at no additional cost to the student or the district.
- 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 PCR3 is guaranteed a minimum yearly commission based upon the vendor's sales of photographs and yearbooks to the students of PCR3. 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 PCR3, all services provided hereunder shall be provided at no charge to PCR3.
- 4) PCR3 will select and award the photography contract based on the following: photo package pricing, previous experience, vendor references, offered incentives to PCR3, the submitted portfolio and any additional criteria PCR3 determines to be relevant for consideration. PCR3 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 2021-2022 school year. The successful vendor may increase its fees once per contract year beginning in the 2022-2023 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, 2021, and shall terminate on June 30, 2022. *The parties may extend the agreement for an additional three (3) year term on such terms and conditions as are mutually agreeable to the parties.* PCR3 may terminate the Agreement for its convenience at any time by providing the successful vendor with at least thirty (30) days advance written notice of such termination. PCR3 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 PCR3 as of the date of any termination of the Agreement.

9) PCR3 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 PCR3.

10) Dr. Chad Sayre, Director of Student Services, will be the administrator of the photography contract. Any changes to the photography contract must be directed to the Director of Student Services and agreed to in writing to be considered valid and take effect.

11) The successful vendor further certifies that all photography employees assigned to work with PCR3 have successfully passed a background check.

12) The successful bidder shall at all times observe and comply with all applicable laws, rules, ordinances, and regulations of the district, county, and state of Missouri.

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) worker's compensation coverage in the minimum statutory amounts aligned to Missouri state requirements (3) 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 PCR3 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 PCR3.

14) The successful vendor shall indemnify and hold harmless PCR3 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 PCR3 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 PCR3'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.

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 PCR3. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Missouri 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 PCR3. PCR3 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 PCR3'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.

E. 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:

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.

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 2021-2022 school year. Prices submitted for the standard

packages must be held firm for the 2021-2022 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.

F. RFP EVALUATION PROCESS

Proposals will be evaluated by a committee consisting of PCR3 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.

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

G. 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 (Appendix A).
2. E-Verify documentation (Appendix B)
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 Platte County R-3 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 Platte County R-3 School District all right, title, and interest in and to all causes of action it may now or hereafter acquired under the Antitrust laws of the United States and the State of Missouri 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 assignments shall be made and become effective at the time the School Board of Platte County 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.

Appendix B
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age, and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

Further Affiant Sayeth Not

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 2020

Notary Public

My commission expires: _____

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- A. agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- B. affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- C. affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- D. affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- E. agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- F. agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- G. agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)