REQUEST FOR PROPOSAL
SCHOOL PHOTOGRAPHY SERVICES
Hudson City School District

Proposal Cover Sheet

<table>
<thead>
<tr>
<th>Hudson City School District</th>
<th>CLOSING DATE: March 17, 2017</th>
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<tbody>
<tr>
<td>Business Office</td>
<td>CLOSING TIME: 11:00 a.m.</td>
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<tr>
<td>2440 Hudson-Aurora Road</td>
<td>ATTENTION TO:</td>
</tr>
<tr>
<td>Hudson, OH. 44236</td>
<td>Derek Cluse, Business Manager</td>
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</tbody>
</table>

THIS DOCUMENT CONSTITUTES A REQUEST FOR PROPOSALS FOR PHOTOGRAPHY SERVICES. EACH PROPOSAL SHALL BE SEALED IN AN OPAQUE ENVELOPE CLEARLY MARKED “SCHOOL PHOTOGRAPHY PROPOSAL”.

The purpose and intent of the resulting contractual agreement is for the successful Offeror to provide photography services to the Hudson City School District for Evamere Elementary School, Ellsworth Hill Elementary School, McDowell Elementary School, East Woods Elementary School, Hudson Middle School and Hudson High School. Sealed proposals will be received until 11:00 A.M. on March 17, 2017. Proposals received in the District’s Business Office after the date and time specified will not be considered. The District is not responsible for lateness or nondelivery of mail carrier, etc., and the date/time stamp in the Business Office shall be the official time of receipt. Proposals may not be submitted by facsimile.

The Hudson City School District reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive negotiation process. Further, the School District reserves the right to enter into any contract deemed to be in the best interest of the school division. In making its selection, the School District may consider any other information, including information not requested in this Request for Proposal or not included in the proposals received. The School District is not required to select the firm that submits the lowest cost proposal for providing the services.

The Hudson City School District will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal, or in engaging in oral presentation, discussions, or negotiations with the Board or its representatives. Proposals must be in one single bound document. Offerors shall submit one (1) signed original and eight (8) copies of their proposal.

Any questions regarding the RFP should be directed to Mr. Derek Cluse at 330-653-1207.

Proposals may be mailed or delivered to:
Mr. Derek Cluse, Business Manager
Hudson City School District
2440 Hudson-Aurora Road
Hudson, OH. 44236

SECTION MUST BE COMPLETED FULLY BY OFFEROR:
Company Name: _______________________________________________________________
Address: ______________________________________________________________________
Phone Number: ________________________ Fax Number: _____________________________
Proposal is valid for 60 days unless a longer period is indicated here ______________ days.
Name & Title of Authorized Signatory: _______________________________________
Signature: _____________________________ Date: ___________________________
Signatory hereby certifies that he/she is authorized to sign on behalf of the company, that he/she has carefully examined all conditions of the proposal and comments attached hereto and made a part hereof, and hereby submits this proposal pursuant to such instructions and requirements.
**Scope:**

The intent of this proposal is to provide the Hudson City School District with a contract for approximately 4,650 students enrolled in grades Pre-K through 12 for the 2017-18 school year. The successful vendor(s) will be required to take student pictures at each individual school building.

**Standard Terms and Conditions:**

1. The request for proposal, terms and conditions, the specifications, and the received proposal form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful vendor(s) and the school district and supersede any prior discussions or negotiations, representations or agreements, either written or oral.

2. Respondents are cautioned to read this invitation carefully, to complete all entries, and submit all documents or information requested. Failing to do so may render the proposal materially nonresponsive and result in non-consideration of the proposal.

3. The contract, once accepted, shall be firm for two (2) years, beginning July 1, 2017 and expiring June 30, 2019. The contract may be renewed three (3) additional one (1) year terms if agreed to by both parties. Terms for each additional year of contract shall be determined by mutual consent, except that contractor agrees that price increases, if any, after the initial two year term will not exceed 5%.

4. Renewing the contract would imply doing so under the same terms and conditions. Three months prior to the expiration of this contract, the vendor(s) shall provide to the District’s Business Office an offer to renew the contract. This offer must be in writing.

5. The vendor shall indemnify and hold harmless the Board, the School District and its and their officers and employees from and against all claims and liabilities incurred in or arising out of the vendor's performance of the contract.

6. Vendor is an independent contractor, and the employees of the vendor are not and shall not be considered to be employees of the School District. The vendor will be responsible for addressing all labor, employment and working condition issues with its employees without the involvement of School District staff unless agreed to otherwise. The vendor will be required to pay all applicable payroll taxes and deductions required by local, state, and federal law, including Social Security taxes, unemployment compensation, Medicare and other similar deductions.

7. Proposals meeting the requirements of the Request for Proposal shall be considered. Respondents taking exception to the specifications, or offering substitutions shall state these exceptions plainly on the Exceptions Page of this document.
8. Respondents shall submit all questions concerning this proposal to Derek Cluse, Business Manager. Questions may be submitted by facsimile to 330-653-1366. Any interpretations, corrections, or changes to this RFP and the Specifications will be made by addendum to the RFP. The sole issuing authority of addenda shall be vested in the District’s Purchasing Agent(s). Addenda will be mailed to all who are known to have received a copy of this RFP.

9. Vendor shall maintain during the term of the Contract for protection of School District and vendor the following insurance: Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars ($1,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability; commercial automobile liability coverage including non-owned and hired vehicles in an amount not less than One Million Dollars ($1,000,000.00); an umbrella liability policy of One Million Dollars ($1,000,000). The vendor shall provide School District with a certificate evidencing such policies. The insurance policies shall name the School District as an additional insured and shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days’ prior written notice of cancellation. The vendor may provide the required insurance coverages through one or more policies currently held by the vendor without the need for procuring new and separate insurance policies.

   Worker’s Compensation Insurance shall be carried by the vendor in the full amount required by Ohio law.

10. No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

11. Each respondent, by making his proposal, represents that the respondent has read and understands the RFP.

12. All District property and facilities are a drug free zone. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The bidding company and its employees shall adhere to this policy.

13. Each respondent must give notice to the District if a person, owner, or operator of the business has been convicted of a felony. The District may terminate a contract if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. No person shall be employed by the vendor who has been found guilty of any of the criminal offenses enumerated in Revised Code Section 3319.39 without the prior consent of the School District, which consent may be withheld by the School District in its sole discretion. The School District shall have the right to effect the immediate removal of the vendor’s employees from the school facilities for being outside a
designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees or guests of the School District, or for other good cause shown.

14. If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies (though not just limited to these): purchase the service elsewhere and/or cancel the contract. The Contract may also be terminated by School District for its convenience and without cause fourteen (14) days written notice to vendor.

15. All parties agree that venue for any litigation rising from this contract shall lie in Summit County, Ohio.

16. The vendor understands and agrees that for the purchase of the vendor’s services and/or products that are made directly by students and/or the students’ families, compensation for such services and/or products shall be paid only by those students and/or those students’ families, and the vendor further agrees that the School District shall not be responsible for compensating vendor for such services and/or products.

Submissions:

1. Your proposal, in order to be considered, must include the properly executed Request for Proposal Response Form and those other items and/or attachments as specified in this proposal.

2. In the event the successful firm(s) requests a separate contract be signed, a copy of this contract must be submitted with the proposal. The contract will be reviewed by the District’s attorney for approval prior to the District’s Board of Education officially awarding the contract. The School District reserves the right to reject the vendor contract form in the School District’s sole discretion.

3. The successful vendor shall assign a representative who will be responsible for the administration of this contract (not involving change of scope, terms or conditions) and a point of contact for the District.

4. A respondent must affirmatively demonstrate responsibility through a satisfactory record of performance. Each respondent is required to submit with their proposal a list of three (3) references from school districts for which photography services have been provided by your company within the last two years. The list shall include the company/entity name, address, contact name, email address, and telephone number.
Evaluation and Award:

1. The District will award the proposal that offers the overall best value to the District.

2. The District is expected to take action on this proposal no later than April 14, 2017. If awarded, the successful vendor will receive a written notification of acceptance by award letter mailed or otherwise furnished, which when received by the vendor results in a binding contract without further action by either party.

Anticipated Timeline:

- March 17, 2017 RFP’s Due to Hudson City School District
- March 24, 2017 Notification of short list
- April 4, 2017 9:30-11:30 Interviews
- April 14, 2017 Notification of Award
- April 18, 2017 1:00-2:30 Planning meeting with selected vendor and school secretaries
- May 12, 2017 Picture package options finalized and ready for distribution

Specifications:

1. The District requires the ability to photograph students randomly in order to reduce the out-of-class time. Does your company have computerized cameras?

   ☐ Yes ☐ No. If no, what type of equipment will you be using?

2. Students in Grades Pre-K – 12 are to have standard school portraits.

3. All portraits shall be taken at each school building.

4. Does your equipment have bar coding capabilities? ☐ Yes ☐ No

5. Do you have the capability of creating customized identification cards? ☐ Yes ☐ No
   If yes, furnish sample with proposal. Cost $___________

6. Do you have the ability to produce a yearbook publication: ☐ Yes ☐ No

7. Provide samples of the following:

   a. Yearbook
   b. Picture Package
   c. Customized ID Card
   d. Planners
8. Photos must be submitted to school via flash drive and/or CD for school use. The vendor may offer use of an online portal to access picture files and other important information and resources. Vendor will coordinate with each school to assure technology compatibility and that all format requirements are met. In addition, vendor will capture picture files with appropriate resolutions based on type and size of picture. A CD and/or flash drive will be provided so pictures can be used for school related publications and newspaper submissions. Indicate the picture resolution that you can provide for the following:
   a. Year Book photo
   b. Picture Package photos
   c. Electronic photo files

9. Photos must be submitted via flash drive and/or CD for the District technology department within 2 weeks of pictures being taken. The flash drive shall be labeled with school name and date. These photos will be uploaded into the student management system. Vendor will coordinate with the district to assign the appropriate identification information to each picture file.

10. The successful vendor shall have the capability to label and sort all packages alphabetically to each school’s specifications, provide all yearbook services sorted and labeled to the advisor’s specifications, and furnish a package verification list to determine which packages were purchased by whom.

11. The successful vendor shall give a 100% guarantee on all portraits. Retakes will be made for any reason at the discretion of the parents. A customer service hotline number shall be printed on all advertising that the parents can use when situations arise. The campuses will schedule retakes at their location.

12. The District requires delivery on individual picture packages and student ID’s to be no later than four (4) weeks following picture day. Summer ID’s with no photo shall be produced and distributed by mid-August. Can your company comply? □ Yes  □ No

13. The successful vendor(s) shall furnish all teachers, principals, administrators, custodians, and cafeteria staff a package.

14. The successful vendor(s) shall take a headshot picture of all district staff members at no additional charge and provide these picture files to the district using the district specified file format identified by employee identification number, last name and first name. The building staff will take pictures at the same time as the student picture dates. The vendor will coordinate with the business manager to arrange a separate time to take staff pictures for central office and floating staff personnel.

15. The successful vendor(s) shall furnish all students who qualify for free and reduced lunch, or who might be identified by the campus as being unable to purchase pictures due to
financial hardship, discounted package pricing. Approximately 7% of the student body qualifies for free and reduced lunch.

16. The successful vendor shall mutually establish a schedule for sittings and notification flyer deliveries. At the time the contract is awarded, a meeting will be scheduled between the vendor and each individual school to determine the most acceptable picture-taking schedule for both the vendor and building principals and/or principal designee. This schedule would include the required picture re-take sitting date.

17. The vendor shall provide a secure online ordering option. All pricing and package options for online orders will be consistent with in-person ordering. Describe the functionality of your online ordering system.

18. Senior students shall have the option of taking their yearbook photo at a designated senior photo day at Hudson High School or at a designated private studio. There will be no extra charge for the headshot whether taken in-house or at a private studio.

19. The Athletic Department shall have the option to utilize the services of the successful vendor for student/athlete picture events. Pricing and packages shall be consistent with those offered to all students. However, the athletic department may request additional services directly with the vendor or utilize a separate vendor for these athletic picture events. If the athletic department uses the successful vendor for athletic picture events, the vendor shall provide individual headshots of every athlete and a team photo for each team in electronic format.

20. The District will make available student rosters prior to picture day in order to eliminate as much lost time from the classroom as possible. Vendor shall comply with all applicable Federal, state and local laws, rules and regulations relating to student privacy matters.

21. The successful vendor shall furnish each building principal and the Business Manager a complete commission report with each commission payment that itemizes the sales information and the commission calculation. Commission settlements shall be provided within 30 days of each picture event. Provide a sample commission settlement report.

22. The successful vendor shall furnish one photographer for every 150 students enrolled. The selected company shall also provide 3-4 persons for table help at each school. The actual number of vendor photographers and assistants required to adequately staff the picture taking process will be mutually agreed upon between the vendor and school administration.
23. Vendor approval will be based upon the following criteria:

- Proposal meets Standard Terms and Conditions
- Product Quality - Samples
- References
- Cost
- Value Added Services

24. Please provide a list of any other value added services or deliverables that you typically include to Hudson City Schools or other school districts on a complimentary basis. Vendor will also provide a timeline for these services and deliverables.

a. 

b. 

c. 

d. 

25. Should your company offer any additional incentives or recognition awards, please list below or attach a separate sheet referring to this item number.

a. 

b. 

c. 

d. 

**PRICING SHEET**

**NOTE:** This pricing sheet is for proposal comparisons only and must be completed.

Please propose a total of four separate picture packages. The packages should list the content of each package. The package pricing should be tiered from least expensive to most expensive. In general, the range of pricing for packages should be from about $20 to $40 not including the yearbook. Also, provide the production cost per yearbook based on number of pages and cover type.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Package A Qty.</th>
<th>Package B Qty.</th>
<th>Package C Qty.</th>
<th>Package D Qty.</th>
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<tbody>
<tr>
<td>8 x 10</td>
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<tr>
<td>5 x 7</td>
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<tr>
<td>3.5 x 5</td>
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<tr>
<td>2 x 3 Std. Wallet</td>
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<td>Exchanges</td>
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<td>Safety ID Card</td>
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<td>8 x 10 Class Composite</td>
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<th>Package Price</th>
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<tbody>
<tr>
<td>Year Book Cost per page – Soft Cover:______<strong><strong><strong><strong>or Cost per book –Soft Cover</strong></strong></strong></strong></td>
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<tr>
<td>Year Book Cost per page – Hard Cover:______<strong><strong><strong><strong>or Cost per book –Hard Cover</strong></strong></strong></strong></td>
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The vendor shall pay to the School District a commission of **35%** of the total money collected from all sales, including options, after deducting state and city sales tax. Such payments shall be paid to the School District not later than the last day of each month. Vendor shall provide to the School District such documentation that will satisfy the School District as to the correctness of the amount of the commission.

**NOTE:** The commission rate applies to any and all above listed packages and additional options, yearbooks, and packages that are approved by Hudson City School District.
To: Hudson City School District  
2440 Hudson-Aurora Road  
Hudson, OH  44236

From: ________________________________
Company Name

______________________________
Address

______________________________
City/State/Zip

______________________________
Area Code/Telephone Number

______________________________
Fax Number

______________________________
Email Address

______________________________
Federal Tax Identification Number

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions, terms and conditions contained herein, and that if accepted by the Hudson City School District, all of the provisions are part of a binding contract between the Hudson City School District and our company. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same contract, and is in all ways fair and without collusion of fraud.

______________________________  ________________________________
Owner or Legally Authorized Representative  Title

______________________________
Signature Date
Please list below, in complete detail, any exception to the specifications in this invitation. THE ITEM NUMBER MUST BE REFERENCED. If extra space is needed attach sheets as necessary:
REFERENCES

List below three (3) K-12 schools for which you have provided photography service in the past 2 years.

1. **Institution/Company Name** __________________________________________________________
   Street Address ______________________________________________________________________
   City/State/Zip ______________________________________________________________________
   Contact Name __________________________________________________________
   Email Address ______________________________________________________________________
   Telephone Number ___________________________________________________________________

2. **Institution/Company Name** __________________________________________________________
   Street Address ______________________________________________________________________
   City/State/Zip ______________________________________________________________________
   Contact Name __________________________________________________________
   Email Address ______________________________________________________________________
   Telephone Number ___________________________________________________________________

3. **Institution/Company Name** __________________________________________________________
   Street Address ______________________________________________________________________
   City/State/Zip ______________________________________________________________________
   Contact Name __________________________________________________________
   Email Address ______________________________________________________________________
   Telephone Number ___________________________________________________________________