



**DISTRICT-WIDE SCHOOL PHOTOGRAPHY  
REQUEST FOR PROPOSALS (RFP)**

**May 19, 2021**

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**SECTION 1: PROPOSAL INFORMATION**

**1.1 Purpose of Proposal and Qualifications**

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

- Fall portraits for all students grades TK through 12 and CUSD staff members. Spring portraits optional per site discretion.
- This request for proposal pertains to the 2021-22, 2022-23, and 2023-24 school years.
- Digital copies of photographs for student software.
- Printing machine and supplies for staff ID/badges.

Contract will be awarded based on review of qualifications, company history, ability to serve entire school needs, quality, performance in industry and value. **CUSD will select, subject to its right to reject all proposals, one vendor to provide school photography services from this RFP.** CUSD reserves the right at any time during the contract period to purchase supplies, services, and/or other listed items from any other vendor through the bid/RFP process or through other purchasing channels authorized by Code.

CUSD hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE), Small Emerging Local Business Enterprise (SELBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disabled Veterans Business Enterprise (DVBE) firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

## **1.2 Submission of Proposal**

Sealed proposals, subject to all conditions herein, will be received at the CUSD Office, **Chico Unified School District, District Office, 1163 East Seventh Street, Chico, CA 95928** until 12:00 PM, Friday, June 16, 2021. CUSD expects to select a vendor by June 25, 2021. Late proposals will not be accepted.

- Please refer to Section 3 "Proposal Format" for required documents.
- Proposals received in response to this RFP will remain the property of the CUSD and will be deemed public information. (Respondents are encouraged to consult with their legal counsel on questions regarding disclosure issues and/or trade secrets as CUSD assumes no reimbursement for preparation of response to RFP or legal obligation/responsibility on behalf of respondent.)
- All proposals must include at least three (3) local references/customers. 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 the CUSD. Specific information to be provided for each reference includes:
  - Organization name, site address, phone number, site contact.
  - Length of time the organization has been under contract with the respondent.

During the course of the bid process, Vendors may contact Kevin Bultema by email at: [kbultema@chicousd.org](mailto:kbultema@chicousd.org) with any questions no later than Friday, May 28, 2021. Any and all inquiries seeking clarification shall be submitted via email by this date. CUSD shall send answers and clarifications to all bidders in the form of an addendum by Wednesday, June 2, 2021.

## **1.3 Proposal Modifications**

The CUSD 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 CUSD to issue these amendments at least three (3) days before the submission due date. Respondents are required to acknowledge receipt of any amendments (addenda) 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 CUSD's website at: <http://www.chicousd.org>. NOTE: in the event of an Addendum to the RFP, the Addendum form 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.

## **1.4 Acceptance of Proposal**

Any proposal received shall be considered an offer, which may be accepted or rejected in whole or in part by the CUSD based on initial submission without discussions or negotiations and may be accepted by CUSD at any time within **180 days of the submission deadline**. In addition, the

respondent must **guarantee pricing for the lease valid for a minimum of twelve (12) months** after the award of contract. Any offer not otherwise extended or accepted within this time period may be rejected by the CUSD.

All proposals will be evaluated based on several factors and CUSD will not be limited solely to these factors in making its final decision: (1) price, (b) prior usage, knowledge and experience; (c) quality of service and products to be furnished; (d) ability of respondent to fulfill contract and specification requirements. The decision as to which respondent's proposal is the most favorable to the CUSD's interest will be in the exclusive jurisdiction of the CUSD, and its decision thereon will be final and binding on all parties.

CUSD reserves the right to reject any or all proposals; waive any requirements; waive any irregularities or informalities in any proposal or the RFP process; award the contract in part or in whole to a single supplier; reject any or all proposals or parts of proposals; negotiate with vendors after proposals have been submitted when it is in the best interest of the CUSD to do so. CUSD also reserves the right to ask any or all respondents for additional information as it may deem necessary. Failure of respondent to provide in its offer information requested in the RFP may result in rejection for non-responsiveness. False, incomplete or unresponsive statement in connection with a submitted proposal may be sufficient cause for rejection. Failure of respondent to meet or exceed stated minimums in the RFP may also result in rejection for non-responsiveness.

### 1.5 Timeline and Schedule of Events

	<b>Task</b>	<b>Responsibility</b>	<b>Date</b>
1	RFP Public Release	CUSD	May 19, 2021
	Vendor RFP Questions to CUSD	Vendors	May 28, 2021
	CSUD RFP Responses	CUSD	June 2, 2021
2	Vendor Proposal Submission	Vendors	June 16, 2021
3	Vendor Selection	CUSD-Vendor	June 25, 2021
4	Recommend Vendor to Board of Education	CUSD	June 30, 2021
5	Contract Terms Review	CUSD	July 1, 2021
	Contract Effective 2021-22 School Year		

**SECTION 2: SCOPE AND SPECIFICATIONS**

**2.1 CUSD Site Locations**

	School Site	Address	Enrollment (5/10/2021)
1	Chico High	901 Esplanade, Chico 95926-3993	1713
2	Pleasant Valley High	1475 East Avenue, Chico 95926-1699	1620
<b>High School Enrollment</b>			<b>3333</b>
5	Bidwell Junior High	2376 North Avenue, Chico 95926-1499	934
6	Chico Junior High	280 Memorial Way, Chico 95926-3999	806
7	Marsh Junior High	2253 Humboldt Rd., Chico 95928	743
<b>Junior High Enrollment</b>			<b>2483</b>
12	Chapman Elementary	1071 East 16 <sup>th</sup> Street, Chico 95928-6207	287
13	Citrus Elementary	1350 Citrus, Chico 95926	327
25	Emma Wilson	1530 West 8th Avenue, Chico 95926	565
16	Hooker Oak School	1238 Arbutus Avenue, 95926-3586	316
18	John McManus Elementary	988 East Avenue, Chico 95926-1398	403
23	Little Chico Creek Elementary	2090 Amanda Way, Chico 95928	447
20	Marigold Elementary	2446 Marigold, Chico 95926-1697	448
21	Neal Dow Elementary	1420 Neal Dow, Chico 95926-2441	326
24	Parkview Elem.	1770 East 8th Street, Chico 95928-4107	360
26	Rosedale Elementary	100 Oak Street, Chico 95928-5093	519
27	Shasta Elementary	169 Leora Court, Chico 95973-0252	615
28	Sierra View Elementary	1598 Hooker Oak Ave., Chico 95926-2691	474
<b>Elementary Enrollment</b>			<b>5087</b>
3	Fair View High; Continuation	290 East Avenue, Chico 95926-1122	223
	Academy For Change (AFC); Community Day School	290 East Avenue, Chico 95926-1122	20
	Center for Alternative Learning (CAL); Opportunity	290 East Avenue, Chico 95926-1122	68
19	Loma Vista; Special Education Services	2404 Marigold Avenue, Chico 95926	368
11	Oakdale Independent Study @ Fair View	1770 East 8 <sup>th</sup> Street, Chico 95928-4107	93
	Oak Bridge Academy (K-12 Online School)	1950 E 20 <sup>th</sup> Street, Suite 727, Chico, 95928	573
<b>Special Services/Independent Study Enrollment</b>			<b>1345</b>
			<b>12248</b>

**Total: 23 schools**

**2.2 General Requirements**

- a. **Rate Increases** - No allowance will be made for any rate increase during contract term.
- b. **Demo** - The respondent may provide demonstration upon request of CUSD.
- c. **Machine Removal, Delivery, Set-Up and Acceptance** - To be placed at location determined between vendor and school site.
- d. **Accounting Requirements** - All financial records of the vendor pertaining to the contract shall be made available for audit during normal working hours for the CUSD or its designated auditor. The vendor shall maintain complete and accurate records in accordance with accepted industry standards, and will keep such records for a period of three (3) years after the close of each year's operation.
- e. **Service Responsibility Guarantee** - Respondents shall ensure both performance and technical service response guarantees in a timely manner.

- f. **Insurance** - The vendor shall be required to maintain \$1 million of general liability and property damage insurance coverage (per person/per occurrence), automobile insurance and worker's compensation coverage. Proof of such will be required prior to execution of a contract, with the CUSD, its officers, agents and employees named as an additional insured.
  - a. Respondent shall indemnify and hold harmless the Board, the School District, and its officers and employees from and against all claims and liabilities incurred in or arising out of the vendor's performance of the contract.
- g. **Independent Contractor** – The 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.
- h. **Termination** – Either party may terminate agreement effective January of each year of contract upon 30 day's written notice.

### **2.3 Qualifications**

Each vendor submitting a bid must meet the following qualifications for consideration. Please provide response and documentation for each qualification.

1. All staff members must pass a criminal background check prior to employment.
2. Staff members must be employees of company, not "contract" workers.
3. Minimum of five (5) years in business.
4. Must have qualified photographers with at least one (1) year experience. Please list how many.
5. Must have experience photographing school-aged children. Please list.
6. All photography will be completed using digital cameras.
7. Must be able to offer digital background replacement, pose choice and custom cropping on each photo to satisfy both parent and yearbook needs.
8. All products and services will be back by a 100% satisfaction guarantee.
9. Must be able to provide a surety bond to guarantee work.

### **2.4 Contract Specifications**

1. 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 unconditionally.
2. Furnish take-home notices for parent notification purposes utilizing district endorsed parental notification system(s) if available. Currently Peachjar is being used for parental notifications. Vendor will pay any and all associated fees, including the following information:
  - a. School name, picture date, retake date, picture packages and prices.
  - b. Statement on suggested clothing and hair arrangement.
  - c. Re-order information.
  - d. Local Customer Service contact information for parents to contact directly with any concerns.
  - e. Payment envelope or online payment information process.
3. Provide adequate staffing to complete photography with minimal class interruption includes sufficient number of cameras and staff for photo and retake days.

4. Must coordinate with High School staff to ensure photo session deadlines are met.
  - a. High School photos must be taken prior to school starting. Must have the capability to print RFID ID cards immediately after photos are taken for each student.
    - i. Pleasant Valley High School Initial picture dates during Round-up: August 10 and 11. Four photographers needed, ID Badge printers, and extra staff for help with Student Check in. Make-up and re-take picture dates TBD.
    - ii. Chico High School traditionally schedules their Round-up the second week in August (date TBD). Three photographers per day. Make-up and re-take picture dates TBD.
5. Provide image CD with photos and software compatible with PC and Mac platforms and workable with district information systems.
  - a. Initial digital photos for all CUSD schools must be received by the technology department no later than November 1 of contract year. Retake digital photos may be taken after this date as arranged but must be delivered within 14 days after they are taken.
  - b. Two copies of removable media (CD-ROM, DVD-ROM, Flash Media) or multiple downloads from a Secure FTP containing digitized images of the pictures of all students in the school for each school to be mailed to the District Office.
  - c. Digital photos must be a JPEG of high quality. Suggested: 640x800 pixels at 96 dpi.
  - d. File names of digital photos must be either student or staff number as provided by the technology department.
  - e. A set of die cut photos of each student for inclusion in students' Cumulative Folder.
6. Finished package delivery within four weeks of photography.
  - a. Photographs should not have company name or logo on the front.
7. No late fee charged for purchases after original picture day.
8. Student, staff, and volunteer ID cards compatible with existing equipment. (IT specify).
  - a. RFID ID cards should include photo, ID number, and RFID with possibility to print barcode.
  - b. Cards must be dual credential. Must read low frequency H1030, High Frequency Seos & HID Prox technology.
  - c. Cards must have Layered Security provided by HID Seos Technology, which incorporates HID SIO.
  - d. Card must have a HID Prox coil in it for possible legacy readers and integrated door lock as well as third party applications; such as but not limited to, secure print/copy application.
  - e. Card must be able to be printed on for barcode applications.
  - f. Technologies within the cards must be able to be programmed with genuine HID programming.
  - g. Cards must be able to be read by Assa ABLOY Door Locking Hardware that supports the following technologies; HID Prox, Legacy iCLASS, iCLASS SE, Seos/SIO, & HID Mobile.
  - h. Cards must have two printed numbers on it. One for the "HF" Seos technology and the "LF" technology HID Prox.
9. Provide the District Office and the High Schools with an ID Card printer compatible with the ID card stock specified above.
10. Provide at no cost, the Senior of the Year 11x14 portrait for display.
11. Provide a draft class composite sample to school sites to check for spelling/picture errors, prior to printing for families.
12. Provide a free photo ID book for each school
13. Dedicated Sales Representative to work closely with the District schools and Departments to assure continuity and success of the contract. In addition, Sales Representative will ensure timely account and accurate accounting methods (as reflected in Section 2.2 "Accounting Requirements").

14. One year contract, with option to renew for up to two additional years.
15. Provide pricing for all packages for sale to parents for the first year of contract and for the second and third years of the optional renewal contract.
16. Other partnership opportunities as listed by photographer.

### **SECTION 3: OVERVIEW AND GENERAL CONDITIONS**

**PROPOSAL PREPARATION:** A responsible officer or employee must sign the proposal by attaching the Authentication form provided herein. Verify your proposal documents before submission as they cannot be withdrawn or corrected after the submission date. CUSD will not be responsible for errors or omissions on the part of respondents in making their proposals. If CUSD issues an addendum to this RFP, respondents must sign it and attach it to the proposal forms submitted.

**RESTRICTIONS ON LOBBYING AND CONTACTS:** From the period beginning on the date of the issuance of this RFP and ending on the date of contract award, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of CUSD, the Board of Education, or selection members, except as expressly authorized herein. Any such contact shall be grounds for the disqualification of the entity submitting a response.

**INVESTIGATIONS:** CUSD may perform any necessary investigations of proposing parties.

**PRICES:** At no time shall the district pay more than the proposal.

**Delivery/Installation/Set-Up:** To be coordinated and scheduled amongst all CUSD sites within the first two weeks of the school year.

**TAXES:** Current sales tax for Butte County will be added to the quoted prices for software and services by the CUSD, if applicable, when placing orders. Do include sales tax in the unit prices quoted in your RFP response. CUSD is exempt from CA property tax.

**RIGHTS RESERVED BY CUSD:** In addition to the rights reserved herein, the CUSD reserves the right at any time during the contract period to purchase supplies, services, and/or other listed items from any other vendor through the bid/RFP process or through other purchasing channels authorized by Code. Should specific items become obsolete or unavailable during the term of the contract, CUSD reserves the right to require a substitute of equal or better quality and/or performance at with no price deviations from respondent's proposal.

**DETERMINATION OF AWARD:** The CUSD administration will make a recommendation to the CUSD Board of Trustees for approval of a contract for services. Final decision will be made by CUSD Board of Trustees.

**PROPOSAL FORMAT:** A complete proposal, which addresses all the elements of this RFP and meets all required specifications will include:

- Respondents shall submit one (1) original set and two (2) copies of the proposal documents. Proposals received in response to this RFP will remain the property of CUSD.
- Contract: a copy of the contract, which incorporates the terms in this RFP, which would be submitted to the CUSD for signature.
- References: a list of three (3) local references. See Section 1.1 for more information.
- Signed "Statement of Compliance with Non-collusion and Conflict of Interest Requirements."

**DISTRICT-WIDE SCHOOL PHOTOGRAPHY**

**Due Date: June 16, 2021 at 12:00 PM**

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- Signed "Authentication" form.
- Samples of your work for picture package, customized ID card.
- Pricing spreadsheet and notification for parents.
- NOTE: in the event of an Addendum to the RFP, the Addendum form must be acknowledged, signed, and included with the respondent's submission.

The respondent is responsible for reviewing and understanding all terms and conditions in this RFP.

**STATEMENT OF COMPLIANCE  
WITH NONCOLLUSION AND CONFLICT OF INTEREST REQUIREMENTS**

I, \_\_\_\_\_,  
Name Title

Of \_\_\_\_\_  
Company Name

Hereby certify:

- That all statements of fact in this proposal are true, and that such proposal is genuine and not collusive or a sham;
- That such proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
- That said respondent has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of the District ("CUSD"), or of any other respondent or anyone else interested in the proposed contract;
- That prior to the submission due date of proposals, said respondent did not, directly or indirectly, induce or solicit, or collude, conspire, connive, or agree with anyone else that said respondent or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal; and
- That said respondent has not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the proposal price of said respondent or of anyone else.

Furthermore, the above named certifies:

- That no current Board member or employee of the CUSD, and no one who has been a Board member or who has been employed by the CUSD within the past two years has participated in bidding, selling or promoting this contract;
- That no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive compensation, directly or indirectly, from this contract; and
- That said respondent does not know of any facts which constitute a violation of Conflict of Interest laws.

California Government Code section 87100 states that: "No public official at any level of state or local government shall make, participate in making of or in any way attempt to use his official position to influence a governmental decision in which he knows, or has reason to know, he has a financial interest." The respondent understands that any violation of this Statement of Compliance shall make any agreement or contract voidable by the CUSD.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AUTHENTICATION**

The undersigned hereby agrees to furnish the equipment, materials, supplies and services stipulated in the attached proposal, and acknowledges and accepts the RFP's terms, conditions, specifications, and statements.

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

Street Address (no PO Boxes): \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Authorized Officer Name: \_\_\_\_\_

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

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

The following documents must be submitted for a completed RFP package:

- Respondents shall submit one (1) original set and two (2) copies of the proposal documents. Proposals received in response to this RFP will remain the property of CUSD.
- Contract: a copy of the contract, which incorporates the terms in this RFP, which would be submitted to the CUSD for signature.
- References: a list of three (3) local references. See Section 1.1 for more information.
- Signed "Statement of Compliance with Non-collusion and Conflict of Interest Requirements."
- Signed "Authentication" form.
- Samples of your work for yearbook, picture package, customized ID card, planners.
- Pricing spreadsheet and notification for parents.
- NOTE: in the event of an Addendum to the RFP, the Addendum form must be acknowledged, signed, and included with the respondent's submission.

By submission of the required documents, vendor acknowledges terms and requirements as outlined in this RFP.

**ADDENDUM TO REQUEST FOR PROPOSAL (RFP)**

The following items have been revised or corrected from the original Request for Proposal (RFP) package.

- 1.
- 2.

I acknowledge that I have received this addendum to the Request for Proposal and have signed and submitted this addendum with my bid package.

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

\_\_\_\_\_  
Representative