

**YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115
REQUEST FOR PROPOSALS FOR PHOTOGRAPHY SERVICES**

This Request for Proposals (“RFP”) is for photography services for Yorkville Community Unit School District 115 (“CUSD 115”) for the 2019-2024 fiscal years. Vendors are to submit proposals for both student and employee photography services, which are summarized below and described in detail in the RFP. Vendors are encouraged to read the entire RFP in total before submitting a response. The successful respondent shall comply with all of the terms and conditions contained in the RFP.

RFP submissions are due from vendors no later than 9:00 a.m. CST Monday, January 14, 2019. All responses must be submitted in writing, in a sealed envelope, with the outside envelope clearly marked “School Photography RFP”. Vendors must submit ten (10) copies of their RFP. Proposals are to be submitted to: Lisa Banovetz, Director of Business Services, Yorkville Community Unit School District 115, 602 Center Parkway, Yorkville, IL 60560

Inquiries related to the RFP are to be directed to Lisa Banovetz in writing, via email, at (lbانovetz@y115.org) or by fax (630-553-4398) no later than 5:00 p.m. on January 7, 2019. Inquiries received after this date and time may not be considered.

SUMMARY OF REQUESTED SERVICES

Senior Pictures
Annual 30 x 40 Composite Photo of the Graduating Senior High School Class
Freshman, Sophomore, and Junior Pictures
Student and all Employee I.D.s <ul style="list-style-type: none"> ● I.D. card maker machines should be provided to each building with supplies required to operate the machines
Employee Pictures
Electronic Reproduction of all Pictures
Yearbooks for Kindergarten through Eighth Grade
Group Photos of all Clubs, Organizations, and Music Events
Candid Photos for Scheduled School Events
Candid Photos of Sporting Events for all Offered Sports

SCHOOL DISTRICT INFORMATION

Yorkville Community Unit School District 115 serves approximately 6,250 students in kindergarten through twelfth grade. The School District has ten attendance centers, which are identified below by grades serviced.

1) **Kindergarten through Third Grade Attendance Centers:**

Bristol Grade School
Circle Center Grade School
Yorkville Grade School

2) **Kindergarten through Six Grade Attendance centers:**

Autumn Creek Elementary School
Bristol Bay Elementary School
Grande Reserve Elementary School

3) **Fourth Grade through Sixth Grade Attendance Center:**

Yorkville Intermediate School

4) **Seventh through Eight Grade Attendance Center:**

Yorkville Middle School

5) **Ninth Grade Attendance Center:**

Yorkville High School Academy

6) **Tenth through Twelfth Grade Attendance Center:**

Yorkville High School

CUSD 115 also employs 834 of employees.

PHOTOGRAPHS SERVICES REQUESTED

A. 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 proofs of student photographs when requested. When proofs are provided for review, it is the preference of CUSD 115 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 CUSD 115 Yearbook Supervisor 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 registration dates and times or at such other dates and times as are mutually acceptable to the parties. The successful vendor shall provide each school building with an I.D. card making machine and all supplies related to making the I.D.s during the course of each school year this Agreement is in effect. Supplies shall include, but are not limited to, lanyards and blank I.D. cards.
- 3) The successful vendor shall, in addition to any other requirements set forth in this RFP, provide CUSD 115 with the digital files of all photographs taken by the vendor, in a format usable by CUSD 115, 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 CUSD 115. 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. CUSD 115 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 CUSD 115's yearbook employees and any related sponsors of the yearbook to ensure that all photography sessions are completed timely to ensure that all deadlines are met.

B. SENIOR PHOTOGRAPHY REQUIREMENTS

- 1) The successful vendor will be responsible for coordinating and taking pictures of CUSD 115's senior students, preferably during the summer months. The vendor must offer at least five (5) separate dates for senior photography sessions. All dates must be coordinated with, and approved by, CUSD 115 Administration. The successful vendor must offer a variety of backgrounds during the photography sessions and allow the students to change their clothing, up to three times, during the photo session. The successful vendor must furnish CUSD 115 with a 30" x 40" composite color photo of each graduating senior high school class during the term of this Agreement.
- 2) The successful vendor must furnish a photography site where senior pictures will be taken, or, alternatively, the successful vendor may use Yorkville High School as a photo location during the summer, when school is not in session, and during non-school hours, with the prior written approval of CUSD 115. The successful vendor must ensure that all senior students will be photographed by a deadline established by the CUSD 115's Yearbook Supervisor. Upon the request of CUSD 115, the successful vendor shall take pictures for senior students who were unable to have their picture taken during the established dates and times due to unusual circumstances, at no additional cost to the student or CUSD 115.
- 3) No later than June 1 of each year of this Agreement, CUSD 115 will provide the successful vendor with the names, addresses and phone numbers (such information is collectively known as the "Mailing List") of the currently enrolled senior students for the sole purpose of contacting and scheduling photo shoots for their senior photos. The Mailing List may only be used by the successful vendor, or any third party engaged by the successful vendor to assist with the senior photo shoots, to contact the senior students regarding their senior year student photos. The successful vendor may not sell or otherwise distribute the Mailing List, or any information constituting the Mailing List, to any other third party without the express written consent of CUSD 115, which it may withhold in its sole discretion. The successful vendor shall ensure that any third party provided with the Mailing List agrees to the provisions in this Paragraph regarding the disclosure of such information.

C. KINDERGARTEN THROUGH 11th GRADE PHOTOGRAPHY SERVICES

- 1) For all kindergarten through eleventh grade photo sessions, the successful vendor must schedule picture days at each CUSD 115 school, on such days and at such times as approved by CUSD 115. All students enrolled at CUSD 115 in kindergarten through eleventh grade will have the option to have their individual photos taken at their assigned school. The successful vendor will provide CUSD 115 with a sticker sheet that includes five wallet size sticker pictures of each student. The successful vendor will be required to submit the student photography packages to the individual schools in alphabetical order, 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 CUSD 115.

- 2) During each school year of the Agreement, the successful vendor will photograph all clubs and organizations as directed by CUSD 115. CUSD 115 retains a separate contractor for its team sport photos, however, the successful vendor will be required to take candid photos of school district sporting events for all offered sports, as requested. Candid photography requests for sporting event photos may include nights and weekends.

D. EMPLOYEE PHOTOGRAPHY REQUIREMENTS

- 1) No later than July 30, 2018, the successful vendor shall take I.D. photographs of all CUSD 115 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) CUSD 115 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 CUSD 115 in a format usable by CUSD 115, 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 CUSD 115.

E. KINDERGARTEN THROUGH EIGHT GRADE YEARBOOK

- 1) The successful vendor shall be responsible for creating yearbooks for kindergarten through eighth grade. The successful vendor shall meet with CUSD 115 staff prior to the commencement of each school year to establish a timeline for the production of the yearbooks. CUSD 115 must approve the yearbooks before that may be printed.

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 CUSD 115 at no additional cost to the student or CUSD 115.
- 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 CUSD 115 is guaranteed a minimum yearly commission based upon the vendor's sales of photographs and yearbooks to the students of CUSD 115. 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 CUSD 115, all services provided hereunder shall be provided at no charge to CUSD 115.
- 4) CUSD 115 will select and award the photography contract based on the following: photo package pricing, previous experience, vendor references, offered incentives to CUSD 115, the submitted portfolio, and any additional criteria CUSD 115 determines to be relevant for consideration. CUSD 115 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 2019-2020 school year. The successful vendor may increase its fees once per contract year beginning in the 2020-2021 school year by no more than the most recently published Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago-Naperville-Elgin area, as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 8) This Agreement will commence on July 1, 2019, and shall terminate on June 30, 2024. The parties may extend the agreement for an additional five (5) year term on such terms and conditions as are mutually agreeable to the parties. CUSD 115 may terminate the Agreement for its convenience at any time by providing the successful vendor with at least

thirty (30) days advanced written notice of such termination. CUSD 115 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 CUSD 115 as of the date of any termination of the Agreement.

- 9) CUSD 115 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 CUSD 115.
- 10) Lisa Banovetz, Director of Business Services, will be the administrator of the photography contract. Any changes to the photography contract must be directed to the Director of Business Services, and agreed to in writing to be considered valid and take effect.
- 11) As required by the *Illinois Criminal Code of 2012*, 720 ILCS § 5/33E-11, by executing this Agreement, the successful vendor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Illinois Criminal Code of 2012*. The successful vendor agrees that if this certification is false, CUSD 115 may declare the Agreement void. The successful vendor further certifies that it will provide a drug free workplace as required by the *Illinois Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the successful vendor shall collect and remit *Illinois Use Tax* on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the successful vendor is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.
- 12) The successful bidder shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code of 2012* (720 ILCS § 5/1 *et al.*) in performing under this RFP.
- 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) umbrella or excessive liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate, (3) worker’s compensation coverage in the minimum statutory amounts, and (4) 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 CUSD 115 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 CUSD 115.

- 14) The successful vendor shall indemnify and hold harmless CUSD 115 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 CUSD 115 it may have under any Worker’s Compensation Act or interpretations of such laws, including, but not limited to those rights under the judicial decision in *Kotecki v. Cyclops Welding Corporation*. 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 CUSD 115’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. Additionally, the successful vendor shall require all employees that will have direct contact with any student of CUSD 115 to submit to a criminal background investigation as stated in 105 ILCS § 5/10-21.9. Such criminal background checks will be performed at the vendor’s expense. In the event any employee of the vendor or subcontractor has been convicted of any prohibited offense set forth in 105 ILCS § 5/10-21.9, said employee shall be promptly removed from the site and replaced by another individual.
- 16) The vendor acknowledges that, pursuant to the *Illinois Criminal Code of 2012* (720 ILCS § 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of CUSD 115. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The 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 CUSD 115. CUSD 115 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 CUSD 115’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.

PROPOSAL SUBMISSION FORM

**YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115,
KENDALL COUNTY, ILLINOIS**

Bid Description: Photography Services

Bid Submission Date: 9:00 a.m., January 14, 2019

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

By: _____ Firm Name: _____

Print Name: _____ Address: _____

Its: _____ City: _____

Telephone: _____ State: _____

Date: _____

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

Notary Public:

**THIS FORM AND THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH
YOUR PROPOSAL:**

- 1) A copy of the vendor’s sales advertising literature, which must include the proposed price list and products available for sale for the 2019-2020 school year; and
- 2) A list of at least three (3) public school districts with which you worked during the past five (5) years, including, the customer’s name, school district, phone number and email address; and
- 3) A commission plan where CUSD 115 is guaranteed a minimum yearly commission based upon the vendor’s sales of photographs and yearbooks to the students of CUSD 115; and

- 4) An itemized value of the services provided under the RFP; and
- 5) A portfolio demonstrating its photography work for schools; and
- 6) 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.

AGREEMENT FOR PHOTOGRAPHY SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between the Board of Education of Yorkville Community Unit School District 115, Kendall County, Illinois (“CUSD 115”), and _____ (“Vendor”) (collectively referred hereto as “the Parties”).

WHEREAS, CUSD 115 requested proposals for photography service (“Services”); and

WHEREAS, Vendor has submitted a proposal for the Services; and

WHEREAS, CUSD 115 desires to enter into this Agreement with Vendor to provide the Services in accordance with the Request for Proposal of Photography Services.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Duration of Agreement. This Agreement shall be effective from July 1, 2019, and shall continue in force and effect through June 30, 2024. The parties may extend this Agreement for an additional five (5) year term on such terms and conditions as are mutually agreeable to the parties. CUSD 115 may terminate this Agreement for its convenience at any time by providing the successful vendor with at least thirty (30) days advanced written notice of such termination. CUSD 115 shall only be responsible for the payment of any services provided by the successful vendor through the date of termination, if any. Vendor shall promptly remit all incentives and commissions due CUSD 115 as of the date of any termination of the Agreement.
2. Contract Documents. The documents comprising the entirety of this Agreement are the Request for Proposals, which is attached hereto as Exhibit A and incorporated herein, Vendor’s response to the Request for Proposals, which is attached hereto as Exhibit B and incorporated herein, and this Agreement.
3. Document Supremacy. In the event any term or provision of this Agreement conflicts with a term or provision of the Request for Proposals of Photography Services or Vendor’s Response to the Request for Proposals, the term or provision of this Agreement shall prevail.
4. Compensation. The Vendor shall provide services as set forth in the Request for Proposals for Photography Services and shall be compensated in accordance with the rates set forth in Exhibit B. CUSD 115 shall pay the vendor in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*

5. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

6. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

7. Termination. Should the vendor fail to comply with any of the terms and conditions of the Contract Documents such failure shall be deemed to be a breach of the Contract Documents and CUSD 115 may terminate this Agreement and pursue all legal remedies available.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the ____ day of _____, 2019.

YORKVILLE COMMUNITY UNIT
 SCHOOL DISTRICT 115
 KENDALL COUNTY, ILLINOIS

BIDDER

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B

VENDOR'S RESPONSE TO THE REQUEST FOR PROPOSALS