



Request for Proposal Exclusive Photography and Publishing Services

**Vernon Public Schools, Connecticut
BID # VPS-FY19-003**

Inquiries: **Raymond B. Engle**
 Director, Business and Finance Office
 rengle@vernon-ct.gov

Proposals Due: **Friday, May 3rd, 2019**
 1:30 PM EDT

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1. General Provisions

1.1 Introduction

The Vernon School District is soliciting proposals from photography vendors in order to execute an exclusive contract for the Period of Contract indicated below. The objective of the District is to select a supplier that provides our students and families with quality products in a timely fashion with courteous customer service. The District intends to select a proposer to provide Photography and/or Yearbook services that can provide:

- High level security for online transactions (must show process in compliance with CT Public Act No. 16-189 Concerning Student Data Privacy)
- High level security for online transactions (show process for PCI compliance)
- Quality of items as compared to past practices and products
- Quantity and choice of products available to students and parents
- Ability to service a district of our size with minimal time out of classroom [Approximately 3200 children in 7 schools from Pre-K through 12]
- Customer service and State presence
- Reasonable pricing for products provided
- Value to District and Schools
- Support services to enhance the educational environment
- Proof of financial viability
- Proof of Insurance

Providing best pricing for the students is our highest priority. Any additional services offered by proposer will be taken into consideration and weighed per the evaluation criteria.

SCOPE OF SERVICES: The District has determined that it would be advantageous to establish a single vendor contract for all individual District schools and school organizations. This will eliminate the need for each school to issue its own RFP and for firms to submit separate proposals to each school. The District seeks to select a vendor who can best meet the following objectives:

- Establish a contract with a responsible firm that can provide photographic services to its elementary, middle, and high schools
- Establish a contract with a responsible firm that can provide yearbook services to its elementary, middle and high schools
- Obtain the highest quality photographic services and products for the District's students at an affordable price
- Provide for increased efficiency in managing photographic service contracts and to limit the disruption to students' educational programs
- Develop a greater value to the District and Individual schools

- How do you ensure security of our data?
- Provide pricing & service distinguished for grades Pre-K through 5, 6 through 8 and 9 through 12.
- Provide pricing terms for 1, 3 and 5 years.

DIGITAL SERVICE:

- Agency to provide complimentary barcoded student ID cards with school logo, colors, class year and bar code.
- Agency to provide 3 ID badges per student.
- Agency to provide complimentary barcoded Staff ID cards.
- Agency will provide 3 student image directories for use by administrators
- Agency to provide a Secure database
- Agency to provide secure online portal (Aspen or Follett)

MISCELLANEOUS INFORMATION:

- Provide any additional information you feel may be relevant in evaluating your proposal.
- Provide a sample of the flyer or notice that will be sent home to parents.
- Provide sample photographs.
- Provide cameras for internal use throughout the year.
- Yearbook advisor to proof all photographs.
- All extra-curricular activities and sports programs to be photographed.

1.2 Qualifications of Bidders

VPS is seeking well-qualified and experienced bidders for this project. As part of the bid proposal, please include the following information:

- a. Please provide three (3) current or former client references that are applicable to projects of this scope.
- b. List the number of currently employed full-time and part-time employees.
- c. Briefly describe the project management process.
- d. Cumulative record pictures of 4 photos with adhesive backing and labeled with Last Name, First Name, Grade & Teacher.

1.3 Anticipated Timeline

Bidder must provide an implementation plan as part of the RFP. Photography services will begin on **September 1, 2019**

2. Response Instructions

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Five (5) printed copies of the proposal and one (1) electronic copy on a USB drive or CD Rom must be provided. Each bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials become the property of VPS. Failure to respond to any of the RFP instructions will eliminate your proposal from any further consideration.

2.1 Delivery of Proposals

RFPs must be submitted in a sealed envelope labeled with “**Bid #VPS-FY19-003**”, “**Exclusive Photography & Publishing Services**” and clearly marked “**BID – DO NOT OPEN**” on the outside of the envelope to: Mr. Raymond Engle, Director of Business and Finance, 30 Park Street, Vernon, Connecticut 06066 by **May 3rd, 2019, 1:30 PM EDT**. It is the sole responsibility of the bidder to see that their RFP is received in the proper time. Any proposal received after the proposal due date and time shall be eliminated from consideration.

2.2 Questions and Communications

Bidders are hereby notified not to contact any member of the Evaluation Committee, or any member of the VPS staff and its’ elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Mr. Raymond Engle, Director of Business and Finance, by email at rengle@vernon-ct.gov no later than **Wednesday, May 1st, 2019 by NOON**. Answers to all received questions will be posted on the VPS website at <http://www.vernonpublicschools.org/bid-requests> with the Bid # VPS-FY19-003.

2.3 Public Opening of Bids

VPS will hold a Public Bid Opening for all proposals submitted. All bids will be opened, read aloud publicly and recorded by the VPS Business Office on **May 3rd, 2019 at 1:30 PM EDT** after which all bids will be available for public inspection.

2.4 Pricing

The proposal price should be inclusive. If the price excludes certain fees or charges, either recurring or nonrecurring, the proposal must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Bidders may submit, at their discretion, alternate design options with accompanying prices. Alternate designs will give the VPS the opportunity to consider the best solution for our needs and compare those options with budget considerations.

All bidder proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn or cancelled by the bidder during the 180 day time period following the time and date designated for the receipt of proposals.

In the event that information or pricing submitted by the bidders is unclear, the VPS may request further explanation and/or pricing breakdowns from the bidder for the purpose of evaluation and decisions. The bidders shall answer requests for additional information or clarification in writing, and these responses will become part of the bidder's proposal. Bidders failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the VPS shall be considered unresponsive, and their proposal may be subject to rejection.

2.5 Proposal Format

All proposals shall be prepared in strict compliance with the Proposal Format outlined below. Failure to comply with the provisions of this RFP may result in the proposal being disqualified.

- All proposals must be securely bound.
- Title Page. The title page must include the subject of the proposal, the proposing company's name and address, the name, address, and telephone number of a contact person and the date of the proposal.
- Table of Contents.
- Executive Summary. This summary, limited to five (5) single-spaced typewritten pages, should provide a high-level description of the bidder's ability to meet the requirements of the RFP and a statement describing why the bidder believes it is the best qualified to provide the specified services. The summary must also include the names, titles and background of the officers and operating personnel who will work with VPS/VRABE.
- Please provide three (3) current or former client references with which the bidder has completed projects of this scope.
- Warranty. Bidders shall include with the RFP response a detailed overview of all applicable warranties, including exclusions. Bidders must detail the responsibilities the VPS will assume and describe any bidder services provided during the warranty period. Complete warranties applying to any system purchased must be clearly specified. The location or agent responsible for servicing this account must be clearly stated. The bidder's policy on software upgrades, enhancements, and on-going software support shall also be addressed, as applicable. Warranty and maintenance terms and costs will be taken into consideration in the award.
- Oral presentation may be required.

2.6 Tax Exemption

The VPS is tax exempt and will provide appropriate documentation as needed.

3. Terms and Conditions

3.1 Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the bidder makes a request in writing to Mr. Raymond Engle, Director of Business and Finance, prior to the time set for the opening of proposals.

3.2 Collusion among Bidders

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection by the Procurement Administrator. Reasonable grounds for believing that a bidder is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future solicitations for the same work. Each bidder, by submitting a bid, certifies that it is not a party to any collusive action.

3.3 Irregular Proposals

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

3.4 Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all Local, State, and Federal laws and regulations.

3.5 Non-Conflict of Interest Statement

It is unlawful for any officer, employee or agent of VPS to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful bidder agrees that during the term of the Contract and for twenty four (24) months following the exit conference, the successful bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of VPS.

3.6 Non-Discrimination of Employment

VPS actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, nation origin or political affiliation. Bidders shall not discriminate in any manner against any employee because of race, sex, age, color,

physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

3.7 Confidentiality

In performing consulting services under this Agreement, Contractor may be exposed to and will be required to use certain “Confidential Information” (as hereinafter defined) of VPS. “Confidential Information” means all information which Contractor acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor or by others, which Contractor has a reasonable basis to believe to be Confidential Information, or which is treated by VPS as being Confidential Information, shall be presumed to be Confidential Information. Contractor agrees that Contractor will not and Contractor’s employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than VPS, or disclose such Confidential Information without the written authorization of the Superintendent of Schools (or designee), either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information. Student records, student information, and student-generated content (collectively, “student data”) are not the property of the service contractor. Contractor shall not use student information, student records, or student-generated content for any purposes other than those authorized pursuant to the contract. Students, parents, or guardians may: (a) review personally identifiable information in student records, student information, or student-generated content and (b) correct erroneous information as needed. Contractor shall ensure the security and confidentiality of student information, student records, and student-generated content. Contractor shall immediately notifying VPS of any unauthorized release, disclosure, or acquisition of student information, student records, or student-generated content. Student information, student records, or student-generated content shall not be retained or available to the contractor upon completion of the contracted services unless a student, or parent or legal guardian of a student, chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content. Contractor and VPS shall comply with the federal Family Educational Rights and Privacy Act of 1974 (FERPA) and Connecticut Public Act 16-189.

Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Connecticut. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

Student privacy Pledge: Contractor will fully review and comply with the law’s requirements through one or more standard contract vehicles (e.g., terms of service, data-processing agreement, etc.) that they enter into with each of our Connecticut public school customers in accordance with all applicable aspects of the state’s student data privacy law, as defined in Connecticut General Statutes §§ 10-234aa through 10-234dd. This Student Privacy Pledge will be signed at the time of award of the contract.

3.8 Proprietary Information

VPS recognize that in responding to this request for proposal, bidders may submit proprietary information. To the extent submitted by law, VPS will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the detailed response it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

3.9 Contingent upon Availability of Funds

Vernon Public Schools (VPS) obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of VPS for any payment may arise until funds are made available and approved by the Board of Education for this contract and until a Purchase Order has been issued.

3.10 Independent Contractor

Contractor, in performing the Services, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of the School. Contractor will have control over the performance of the Services and shall be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, subject to the School's indemnification obligation set forth herein. However, the School shall be responsible for reimbursing Contractor for mileage expenses at the then existing IRS standard business mileage rate, where Contractor is obligated to travel and present, at an off-site location due to construction or other events on the main campus. None of the benefits provided by the School to its employees, including, but not limited to, worker's compensation insurance, disability insurance, medical insurance, and employment insurance shall be provided by the School to any of Contractor's employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever. Contractor is not authorized to speak for, represent, or obligate School in any manner without the prior expressed written authorization of School.

3.11 Insurance Requirements

Contractor shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the contractor and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to VPS. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the contractor. Full disclosure of any nonstandard exclusion is required for all required coverage. It is further agreed that the contractor shall provide VPS with a thirty (30) day notice of cancellation.

Certificates of Insurance: All policies will be evidenced by an original certificate of insurance on an ACORD-25 form authorized by and executed with the original signature or original stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required and delivered to VPS prior to any work or other activity commencing under this agreement.

Additional Insured: The bidder shall ensure that the bidder and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the VPS and the Town of Vernon (TOV), all of its respective officers, employees, agents, elected officials, servants and volunteers, on all policies of primary and excess insurance coverage as additional insured parties except for any errors and omissions insurance coverage or workers’ compensation coverage, and shall name the VPS as loss payee with respect to any damage to property of the VPS, as its interests may appear. The undersigned shall submit to the VPS upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverage in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best’s A/VIII financial ratings, or coverage otherwise acceptable to the VPS. Such certificates shall designate the VPS name, address, purchasing agent or official designee.

Cancellation Notice. VPS shall be entitled to receive from the insurance carriers not less than 30 days’ written notice of cancellation or nonrenewal.

Coverage. The coverage afforded to VPS and TOV shall be primary and noncontributory insurance. The amount of the bidder’s liability under any insurance shall not be reduced by the existence of such other insurance.

Commercial General Liability (Vernon Public Schools added as additional insured):

Each Occurrence:	\$1,000,000
Personal/Advertising Injury per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

Automobile Liability (Vernon Public Schools added as additional insured):

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000

Workers’ Compensation/Employers Liability

Workers’ Compensation	Statutory Requirement set forth by State of CT
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Employers Liability

Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each employee	\$100,000

Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000

Professional Liability (where required)

Each Claim:	\$1,000,000
Annual Aggregate	\$1,000,000

3.12 Fidelity Bond

Fidelity Bond (to protect Vernon Public Schools for money lost due to courier theft, embezzlement, forgery, and similar causes):

Each Claim:	\$5,000
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3.13 Indemnification/Hold Harmless

The Contractor agrees to defend, indemnify, and hold harmless School and the Town of Vernon, its respective officers, employees, elected officials, agents, servants, and volunteers from and against any and all claims liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, errors and omissions, property damage caused by the Contractor and its employees, contractor, sub-contractors and agents, this indemnification includes the Contractor's duty to defend School and the Town of Vernon from any such claims except that the Contractor shall not be responsible or obligated for claims arising out of the sole negligence of the School and the Town of Vernon, its elected officials, officers, department heads, employees or agents, or its predecessor in interest in the premises.

3.14 Waiver of Subrogation Requirement

Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against School and the Town of Vernon, and its

respective officers, employees, agents, servants, elected officials, and volunteers. Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of School and the Town of Vernon.

3.15 Award

The project will be awarded based on a best value solution approach. We will be evaluating both quality of the solution and its cost.

3.16 Reserved Rights

VPS reserves the right to:

- Reject any or all of the proposals.
- Issue subsequent requests for proposals.
- Cancel the entire request for proposal.
- Remedy technical errors in the request for proposal process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.
- Require modifications to initial proposals.
- Excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the VPS.
- Investigate the qualifications of any bidder under consideration.
- Require confirmation of information furnished by bidders.
- Require additional evidence of qualifications to perform the services described in this RFP.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the bidders.
- Solicit best and final offers from all or some of the bidders.
- Award a contract to one or more bidders.
- Accept other than the lowest priced bid.
- Waive informalities and irregularities in proposals.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by VPS, shall be utilized in the final award.