

September 22, 2021 FINANCE DEPARTMENT REQUEST FOR INFORMATION / PROPOSALS BID# BCS-2021-522

SCHOOL PHOTOGRAPHY SERVICES

The Bessemer City Board of Education invites qualified businesses to submit information and proposals to provide turn-key school photography services to the district. Proposals should be marked "School Photography Services". Proposals must be submitted by, **Monday, November 15th, 2021, by 4:00pm**. No proposals will be accepted after that time. All bids will be opened and read publicly on **Thursday, November 18th, 2021, at 5:30pm.**

This Request for Information/Proposal is specifically intended to cover all schools (Elementary/Middle/High) and all departments.

Any questions regarding this Request for Information/Proposal (RFI/P) should be directed to Mrs. Stewart.

Return the entire completed proposal to:

Finance Department
Attn: Patricia Stewart, CSFO
1621 5th Avenue North
Bessemer, AL 35020

email: pstewart@bessk12.org

It is our intent to evaluate all proposals received. <u>The Board of Education will then select a vendor to perform these services at all schools</u>. Selection of the approved vendor will be based on conformance to this specification as well as value to the school system.

The proposal evaluation will be based on conformance to this RFI/P, pricing/cost structure/revenue share, as well as value added services.

Primary/secondary vendor terms: Throughout the award period, if the vendor fails to perform (or vendor indicates failure to perform) as specified or the agreement is canceled with the awarded vendor then the affected Bessemer

Board of Education reserves the right to select or negotiate with the "next best" vendor.

Open proposals are to be valid for a minimum of 90 days, during which time awards will be established and agreements signed. Awarded Fee structure shall remain in effect for an initial term of two (2) years. Agreements must be signed by May 1st, 2022. Contract will be reviewed for renewal for an additional two (2) years.

Once an awarded photography vendor is awarded a contract from this RFI/P process and enters into an agreement, then that vendor shall have exclusive rights to any and all picture venues within the district. The vendor shall be 100% responsible for quality control. The vendor is also required to certify that any and all photography staff that comes in direct contact with Bessemer City School students have passed an FBI/ABI background check per Alabama state law.

It is NOT allowable for the awarded vendor to sub contract out any of the photography jobs for Bessemer City Schools.

Under no circumstances shall any Bessemer City Schools accept payment or compensation from any photo vendor other than their awarded photography vendor. This includes any and all school sanctioned clubs, groups, athletic teams and band.

It is acknowledged that an independent individual (freelance) may show up at a school event (i.e. football game) and take pictures as long as the preferred vendor has not been scheduled for the event. Due to this individual being allowed direct and unique access to the playing field or court, the individual must certify he/she has passed an FBI/ABI background check as required by Alabama state law. This individual may market his/her services to individual students, athletes or families. There shall be NO assisting or supporting the sale of these pictures in any way and no payments to the school or related, sanctioned groups as compensation for these services.

The language of this RFI/P shall be binding unless amended by the Bessemer City Board of Education and vendor. The terms and conditions of this Request for Proposal and any related executed agreements shall constitute entire agreement.

The vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.

Amounts provided in scope and specifications are best estimates.

It is the vendor's responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements. The vendor must be prepared to substantiate compliance upon request by the County.

The proposal submission packages will include two sections highlighting the levels of services requested for **all schools**. Submissions should include proposed pricing and services for both of these levels of standards. The Board of Education will select one vendor for all schools based upon submissions received.

Vendors must submit one original and one copy of all proposal documents. The original will be maintained by the Bessemer Board of Education, Finance Department. <u>Vendors must include a sample contract with their proposal</u>.

Vendors must be in good standing with all Jefferson County schools (no prior monies owed or in dispute) to receive award from this proposal process.

Scope and General Specifications:

Bessemer City Schools is a public, Pre K-12 school system with nine (9) schools currently operational. There are approximately thirty-five hundred (3,300) students and five hundred (500) employees in the district. Of these employees, there are approximately four hundred (300) teachers and other school administrative personnel.

This is a Request for Information/Proposal (RFI/P). We are requesting that vendors provide proposals indicating picture package pricing and revenue share based on specified percent commission/revenue share as indicated below. Commissions/revenue share should be based upon a percentage of the sales of pictures. Please provide a choice of multiple revenue share percentages for fall/spring pictures that best meets the needs of all. All revenue share payments must be made within 30 days (or another agreed upon time frame between the district and vendor) of vendor picking up student packages.

Vendors are requested to provide turn-key services that minimizes the school staff time handling paperwork and money related to these programs.

Fees charged to Bessemer City Schools students/families must be reasonable and market value for products and services received. Commission / revenue share will be based on a minimum of 10% to a maximum of 50%. It is understood commission share will be based on cost of product to the vendor and the percentage of commission added that the district desires to receive.

It is the intent of this proposal that the Bessemer City Board of Education will award their services and continue with the awarded vendor (assuming acceptable level of service and fees) through biannual (every 2 years) renewals.

Vendors should include in the proposal information about products and services they provide either free or at a cost even if those products and services are not specifically required in the specifications below.

Awarded vendor will have exclusive rights to all photography services throughout the course of the award term.

It is expected that the awarded vendors provide fliers and other marketing materials prior to the photo date encouraging students and their families to participate.

Vendors must ensure quality services and products are provided to the school(s). Failure to satisfactorily perform may result in cancellation and/or nonrenewal.

Copies of acceptable proposals will be submitted to each Board Member. The Superintendent will suggest a vendor based upon the responses received based upon the school needs. It is the intent of the board to award the contract for **all schools to one vendor**.

Revenue checks should be made payable to the individual schools.

This RFI/P document must be included in its entirety in submission proposal packages and will be considered the legal and binding terms. If there are discrepancies in terms and conditions between contracts executed and this RFI/P document, this document will take precedent unless mutually amended in an RFI/P addendum.

A copy of the original School Photography Services RFI/P and related addendums must be included in the contract. All language, terms and conditions of this original RFI/P document (including any addendums) must supersede and take precedence over any conflicting language that may appear in the resulting contracts.

It is the responsibility of the Superintendent, Chief School Finance Officer and the awarded vendor to ensure that a contract is executed by **May 1**st, **2022**.

Failure to comply with this may result in disqualification. Failure to comply with agreed-upon terms may result in contract termination.

School Picture Specifications

Individual Student and Employee Pictures

1. The awarded vendor will also provide the schools with safety awareness tips for distribution to families.

- 2. A variety of dates will be available to the principals for all student photography sessions. The revenue share percentage will be determined by the Superintendent and Chief School Finance Officer.
- 3. Photographers will have at least one camera operating for each 350 to 400 students. High schools only-vendor will supply at least 3 photographers on fall picture day to photograph all underclass students and senior retakes before lunch.
- 4. Photographers will provide a makeup/retake day for fall pictures, as applicable.
- 5. A student image CD will be provided (at no charge) to each school for the school attendance program. This image CD will also need the capabilities of printing student images and personalized certificates / awards.
- 6. Vendor will supply envelopes for payment with package information included to be completed and returned to the school. Envelope design shall be such that it will be easy for the school bookkeeper to determine package choice and therefore the revenue share. Photographer is responsible for picking up orders. Checks will be made payable to the photographer. Prices must include sales taxes; the vendor is responsible to remit all taxes.

Senior Pictures

- Vendor will set up a photography studio at the school or agreed upon place between vendor and school.
 Main photography dates will be set during the summer and be photographed by vendor employees. A variety of sitting options and backgrounds for formal and informal photography should be provided by vendor.
- 2. Vendor will contact all seniors by mail with sitting options and portrait day information. Additional communications should be made to students via phone and email to remind of scheduled appointments. Schedules may be set by vendor or school, based on school preference.
- 3. Vendor will supply shirts, ties, and tux coats for senior boys and formal drapes for senior girls. No sitting fee for summer but a fee if the senior elects to have portrait taken in the fall.
- 4. A minimum of 4 poses for both formal and informal pictures should be provided for all seniors with no obligation to purchase on summer days. A retake day will be available once school is back in session.
- 5. Proofs will be mailed directly to students within one week of photography or picked up at the school with a price list offering a variety of packages and add-on options. Multiple payment options should be made available including mail, on-line, over the phone, and an option for layaway.
- 6. Images should be made available to purchase for at least two years from time of photography.
- 7. Vendor will supply the school a way to view student choice poses for final approval before a composite is created for Memory Book purposes.
- 8. Vendor will handle the collection of all finances on portraits.
- 9. The vendor should list the number of days required to make senior portraits during the summer and submit percentage of revenue share to the school.
- 10. A framed composite will be provided to the school at no charge. Size will match existing composites.

Cap and Gown Pictures

- 1. Students will be photographed in caps and gowns in the designated school colors during the summer session with a retake day available in the spring.
- 2. Caps, gowns, tassels, shirts and collars shall be provided by vendor.

- 3. Proofs, orders and payments will be handled directly with the vendor and student.
- 4. Students will be photographed graduation night as they cross the stage and receive their diploma and pictures should be made available for purchase online.
- 5. Vendor should submit percentage of revenue share to the school.

Sports/Choir/Band/Clubs and Prom Pictures

- 1. Group pictures (groups and individuals) will be scheduled and handled directly with each school. Pictures will be on a prepay basis.
- 2. Pictures should be delivered to the school between two and three weeks of photography.
- 3. Vendor shall supply images for Memory Book purposes to the school within 48 hours by means of file sharing or CD's.
- 4. Vendor will supply one prom photographer per 150 couples projected.
- 5. Vendor will supply a prom backdrop as requested by school and will deliver prom packages to school in 7 to 10 work days.
- 6. All photography will be under the direction of the activity's sponsor/advisor.

Additional Memory Book Services

- 1. Vendor will supply a photographer to cover all sports and homecoming and action for the Memory Book and for sales.
- 2. Vendor will supply a photographer to take superlative pictures at a location of the sponsor's choosing (may be off campus) and to take club pictures if requested by Memory Book sponsor.

Miscellaneous

- 1. Individual designs will be determined by each school.
- 2. High Schools Only- 5x7 black and white photographs of each academic top ten (list provided by school in February) will be provided to school at no charge. An additional 5x7 of the Salutatorian and Valedictorian will be needed.

Group Pictures

- 1. The principal will determine the timing of club and class pictures (fall or spring).
- 2. Photographer will supply:
 - a. One copy of each teacher's class picture to the teacher at a minimal fee (optional).

Any exceptions to specs provided in this RFI/P shall accompany this proposal with explanation and suggested substitutions.