



Request for Qualification

School Photography Services for Helena Public School District

DATE DUE: June 21, 2018

Issued by:
Janelle Mickelson, District Clerk
Helena Public Schools
May Butler Center
55 S. Rodney Street
Helena, MT 59601

Purpose

Helena Public Schools (HPS) invites sealed qualifications from vendors for School Photography Services based on the summary of services listed within this Request for Qualifications (RFQ).

The qualifications request is for the 2018-2019 school year, with four (4) one-year renewal options. Vendors that wish to be considered for the services are required to submit two (2) completed RFQs with full name and address of vendor; no fax copies will be accepted.

Mailed RFQs should be sent to:

Helena Public Schools
Attn: Janelle Mickelson
55 S. Rodney Street
Helena, MT 59601

If, at the time of the scheduled submission date, HPS are closed due to uncontrolled events such as fire, snow, etc., the opening of RFQs will be postponed until 3:00 p.m. on the next normal day of business. RFQs will be accepted until 2:00 p.m. on Wednesday, June 21, 2018.

Scope

This RFQ contains instructions concerning qualifications to be submitted and services to be provided by the selected vendor. Specification regarding the details and services to be provided under the RFQ are located under the sections titled Information to be Included in Submitted RFQ and Desired Services.

General Information

HPS consists of 12 elementary school buildings serving grades preschool through 5, two middle school buildings serving grades 6-8, two high school buildings serving grades 9-12, an alternative school location, an adult learning center and one central office building. All buildings are located within the town of Helena, Montana. Student and staff population is approximately as follows:

Ray Bjork Learning Center: Approximately 140 students and 27 staff ID badges
Broadwater Elementary: Approximately 260 students and 23 adult staff ID badges
Bryant Elementary: Approximately 225 students and 23 adult staff ID badges
Central Elementary: Approximately 235 students and 22 adult staff ID badges
Four Georgians Elementary: Approximately 479 students and 36 adult staff ID badges
Hawthorne Elementary: Approximately 249 students and 20 adult staff ID badges
Jefferson Elementary: Approximately 276 students and 23 adult staff ID badges

Jim Darcy Elementary: Approximately 420 students and 36 adult staff ID badges
Kessler Elementary: Approximately 270 students and 22 adult staff ID badges
Rossiter Elementary: Approximately 463 students and 37 adult staff ID badges
Smith Elementary: Approximately 315 students and 26 adult staff ID badges
Warren Elementary: Approximately 325 students and 26 adult staff ID badges
Helena Middle School: Approximately 705 students and 54 adult staff ID badges
CR Anderson Middle School: Approximately 981 students and 70 adult staff ID badges
Helena High School: Approximately 1,500 students and 118 adult staff ID badges
Capital High School: Approximately 1,350 students and 107 adult staff ID badges
Alternative Learning (PAL) High School: Approximately 72 students and 12 adult staff ID badges
Access to Success: Approximately 54 students and 8 adult staff ID badges
Support Services: 120 adult staff ID badges (Maintenance, Custodial, Administrative Office, Co-Curricular, Guest Teachers, Special Education Services, etc.)

Type of Agreement

An agreement shall be negotiated with the successful vendor who meets the requirements and is qualified, responsible and capable of performing the work. The agreement shall include an option for up to four (4) additional years of service, if both parties agree to terms and conditions. (See attached agreement)

Clarification

Clarifying questions may be submitted in writing to Janelle Mickelson, District Clerk, at jmickelson@helenaschools.org. All questions and answers will be distributed via email to all known responding firms.

Information to be Included in Submitted RFQ

1. Title Page: Name of company submitting RFQ.
2. Table of Contents: Include a clear identification of the material being submitted.
3. Company Resume/Brochure: Information regarding the company submitting the RFQ.
4. Minimum Eligibility Requirement Statement: In order to be considered for this contract, the vendor must provide a statement that your company has been in the business of school photography for a minimum of three (3) years.
5. References: Provide a list of three (3) school district references for which your company has provided school pictures during the last three (3) years. Include the name and telephone number for an administrative contact in each district. More than one reference from each school is preferred.
6. Scope of Services Provided:
 - a. Make a statement that, if awarded, your company will take every student, faculty and staff member's picture, if they so desire.
 - b. Describe in detail the procedures which will be used by your company to take the pictures in a manner that will cause the least disruption to the students and the school. Include the number of cameras, procedures for identifying students, etc.
 - c. Describe your company's retake policy.
 - d. Make a statement that the vendor will have a local representative handle or manage all aspects of the account.

- e. Describe any and all services which will be provided to the District, including those provided at no charge to the District.
- 7. Pricing Sheets: State you company's prices. Prices submitted must include any applicable taxes, shipping/handling, and delivery of school pictures.
- 8. Samples: Student individual photo package samples.

An official who is authorized to bind the vendor to its RFQ must sign the RFQ. The RFQ must remain valid for at least ninety (90) days from the submission date.

Rejection of RFQs

HPS reserves the right to reject any and all RFQs received as a result of this request, or negotiate separately with respondents. The District reserves the right to decide not to award a contract as a result of this announcement if it does not receive RFQs which it determines to have adequately addressed the requirements.

Vendor Responsibilities

It is the obligation of each vendor to examine instructions, requirements and specifications before submitting a RFQ. Submission of a RFQ shall be proof that such examinations have been made and that each vendor has conducted his/her own investigation and has become thoroughly familiar with the requirements.

HPS will not be responsible for, nor honor, any claims resulting from, or alleged to be the result of, misunderstandings by the vendor.

Estimated Time Schedule

	Distribute Request for Qualifications
June 21, 2018	Completed RFQ Due by 2:00 p.m.
June 25, 2018	Bid Awarded
July 1, 2018	Contract Effective

Selection Criteria

HPS will select the RFQ that most clearly meets the requirements of the RFQ and satisfies the needs of the District.

The following criteria will be used in making the decision:

- 1. Company Qualifications – the extent to which the company demonstrates the ability to meet all listed requirements.

2. Pricing – while cost is important in choosing a vendor, it will not be the sole deciding factor in awarding the contract. Value will be of great consideration when reviewing the vendor’s RFQ.
 - a. Discuss whether your company offers discounts to parents with multiple children in the District.
 - b. Discuss whether your company offers discounts to students who qualify for the free and reduced National School Lunch Program.
3. Working Relationship – the selected vendor must be flexible in order to meet challenging academic and activity schedules.
4. Technology – the selected vendor must work with digital photography technology.

Vendor approval will be based upon the following criteria: service, product quality, references, cost and overall value.

Terms of the Agreement

It is anticipated that the period of contract will be a one (1) year agreement, with four (4) one-year renewal options if the parties agree to terms of an agreement. Terms will be negotiated and agreed to at least ninety (90) days before the expiration of the one (1) year terms.

The successful vendor shall be required to sign the attached contract with the District, including restrictions of use of data.

Insurance

Proof of insurance shall be provided to the HPS by Certificate of Insurance within thirty (30) days of notification of award.

Desired Services

General Specifications – RFQs to include the following:

1. List building and district commissions. Vendor to submit a description of the incentive programs and the gross sales percent available to the District.
2. Indicate if vendor will cover postage costs for summer photo mailer coordinated by school administration.
3. Picture pricing of packets – Fall only.
4. Parents have the ability to pay on credit, can order by phone, or pay on-line.
5. Electronic forms of students and staff images within one (1) week of picture day.
6. Vendor to coordinate/administer all picture taking activities with minimal assistance by school secretaries.
7. Work with District technology staff for most current class lists. Images must be available for download from a secure area. The file must contain photos that use the student/staff ID as the name and a table with the student/staff ID matching to the photo name including the extension. The photos should be in a zip file and the table should NOT be in the zip file but provided alongside with it.

8. Pictures must be in .gif, .jpg, .jpeg or .png format. Must provide a map .txt file for each school in the format below:
 - Each line in the map file must contain one patron's information (comma is required with no spaces). studentID,imagefile
 - Each line item in the map file must end with a carriage return
 - The map file should not contain a header line
9. Responsive tech support.
10. All photos are guaranteed unconditionally. The parents may reject any or all photos that they feel are of poor quality, and it shall be the vendor's responsibility for retakes at no additional cost. All refunds are to be handled through the vendor, who will provide forms to be filled out by the parents.
11. The vendor must return at a later date for retakes at no additional cost. Retake photos must be uniform with similar head sizes, centering and background.
12. Reorders will be handled through the photographer as indicated by directions included in the picture envelope.
13. Teacher and school staff package offers.
14. Teacher and school staff IDs are to be provided to all staff.
15. ID printer and printer supplies – one (1) for central office.

Elementary/Middle Schools – RFQs to include the following:

1. Ability to process classes quickly.
2. Minimum of two (2) cameras for each building.
3. Student and staff ID cards with bar coded student ID numbers.
4. Student ID cards with Follet Classic symbology bar coded student ID numbers for each library.
5. Color yearbook option provided.
6. Staff pictures at no charge; staff group photo at no charge.
7. Classroom group photos.
8. Kindergarten and first grade photo ID bus passes at no charge
9. Athletic and activity photo package options.
10. CD for loading pictures.

Secondary Schools – RFQs to include the following.

1. Same day student and staff ID cards with bar coded student ID numbers.
2. Student ID cards with Follet Classic symbology bar coded student ID numbers for each library.
3. ID printers and printer supplies – one (1) for each building.
4. Staff pictures at no charge; staff group photo at no charge.
5. Classroom group photos.
6. Graduation ceremony photo option.
7. Athletic and activity photo package options.
8. CD for loading pictures.
9. CD for yearbook.

PHOTOGRAPHY SERVICES AGREEMENT

THIS AGREEMENT is made and effective on this day of , 2018, by and between Helena School District No. 1 (hereinafter referred to as “the District”), and, _____ (hereinafter referred to as “Photographer”).

WHEREAS, the District seeks to engage the services of a qualified Photographer to provide photography services for its students and staff at 12 elementary schools, 2 middle schools, 2 high schools, an alternative school, adult learning center, and central office building;

WHEREAS, the District issued a Request for Qualifications (“RFQ”) seeking qualifications from vendors to provide the requested services;

WHEREAS, the Photographer was selected as the vendor that most clearly met the requirements of the RFQ and best satisfies the needs of the District;

WHEREAS, the District wishes to engage the Photographer to provide photography services as described herein;

NOW THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

CONTRACT DOCUMENTS. Incorporated herein, by this reference, are the following Contract Documents: the RFQ and all attachments/addenda thereto, Photographer’s Response to the RFP and any addenda thereto, Modifications issued after execution of this Agreement, and Photographer’s proof of insurance. These form the Contract, and are as fully a part of the Contract as if attached hereto or repeated herein. The Contract Documents may be amended only by written modification signed by the District and the Photographer.

In the event of inconsistencies among the Contract Documents, the Contract Documents shall be given precedence in the following order:

- 1) RFQ and any attachment or addenda;
- 2) This Agreement and any exhibits or addenda thereto;
- 3) Photographer’s Response to the RFQ and any addenda;
- 4) Modifications to this Agreement.

Should the Photographer find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Photographer shall notify the District in writing as soon as reasonably possible.

PHOTOGRAPHER SERVICES. The Photographer shall provide the photography services described in the RFQ. The Photographer warrants that Photographer shall perform the work under the Contract Documents in a professional and workmanlike manner, utilizing its skill and experience, continuously and diligently in accordance with generally accepted standards of

photographers. The Photographer agrees that it shall furnish qualified and competent employees to perform the services provided for under this Agreement.

PHOTOGRAPHER EMPLOYEES-ACCESS TO CHILDREN. The Photographer shall obtain criminal background checks for its employees, volunteers, representatives, and agents performing services under the Contract Documents and shall not employ or utilize the services of any individual who has been convicted for any crime against a child or crime involving violence. The Photographer shall certify to the District that it has obtained criminal background checks as provided herein and that no individual who is serving as an employee, volunteer, representative, or agency to provide services under the Contract Documents have been convicted for crimes. Failure to comply with this section shall be grounds for immediate termination of this contract.

DISTRICT OBLIGATIONS. The District shall have the duty to provide access to each location as set forth in the Contract Documents, including but not limited to spaces within each location and available utilities, to Photographer to perform the services under the Contract Documents, provided such access does not interfere with or otherwise disrupt the educational environment.

TERM AND RENEWAL. The term of this Agreement shall be one (1) year from _____, 2018, through _____, 2019. At the sole discretion of the District, this Agreement may be renewed for (4) four consecutive (1) one-year periods. If the District exercises its right to extend the Agreement as provided herein, it shall notify the Photographer at least ninety (90) days before the expiration of the one (1) year term.

PAYMENT AND DISTRICT COMMISSION. [needs to be added]

USES PROHIBITED. The Photographer agrees that it shall not use or permit the District's property or any part thereof to be used for any unlawful or illegal purpose. Any such unlawful or illegal use will be deemed a default of the terms of the Contract Documents. The Photographer will not do, or permit to be done, anything in or upon any portion of the District's property or bring anything therein which will in any way conflict with the condition of any insurance policy upon the District's properties.

COMPLIANCE WITH LAWS AND POLICIES. The Photographer shall comply with all laws of the United States, the State of Montana, and the policies and procedures of the District, and all rules and regulations established by authorized officers. The Photographer agrees to pay for any and all fines levied against the District as a result of Photographer's failure to comply with federal, state, or local law, including but not limited to health and safety laws and copyright laws.

FACILITY ACCESS. The District's properties, including but not limited to all buildings and grounds, including keys thereto, shall be at all times under the control and supervision of the District. The presence or lack of the District representatives shall not alter the fact that the District assumes no liability for the loss, theft or damage to the property of the Photographer.

The Photographer's use of the District's property shall not result in an obstruction or restriction

of access to any individual of any portion of the property. No portions of the sidewalks, entries, halls, elevators or ways of public access to public utilities of the premises shall be obstructed. The Photographer shall remove all of its equipment and materials upon completion of the services within a building at the end of the day and shall ensure that the area is cleaned. The Photographer shall not obstruct or impede any construction occurring on or around any District property. The Photographer shall be responsible for paying for any damage resulting on account of any abuse or any misuse of any portion, facility or equipment, of whatsoever character of any District property.

The Photographer shall work with each building administrator to schedule the services to be performed under the Contract Documents. The District agrees that it shall not unreasonably withhold the requested access; however, the Photographer acknowledges that the District has the exclusive authority to approve scheduling of its facilities the services under the Contract Documents. The Photographer shall not remove or alter any of the District's equipment. If the services to be performed require moving the District's equipment, materials, or supplies, the Photographer shall notify the District at least 24 hours in advance to request moving the equipment, materials, or supplies from the area. The Photographer shall not, at any time, use tape, tacks, or nails in the doors, walls, floors, or any other surfaces within a District property. The Photographer must consult with District staff prior to securing cable or any other items.

REPAIRS. The Photographer agrees to pay for the repair and/or replacement of any of the District's equipment, appliances, materials, lighting, fixtures, and/or supplies broken or damaged as a result of Photographer's performance of services under the Contract Documents. The Photographer will not at any time engage in the construction or painting of spaces or areas or other goods anywhere within a District property.

EQUIPMENT FAILURE. The District will not be responsible for the replacement of any of its equipment, which may be out of service, at the time of Photographer's performance of services under the Contract Documents.

COPYRIGHT PROVISIONS. Unless otherwise provided, all photographs, images, or depictions, in all forms, produced under the Contract Documents shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the District. The District shall be considered the author of all photographs, images, or depictions, in all forms, produced under the Contract Documents. In the event such materials are not considered "works for hire" under the U.S. Copyright Laws, the Photographer hereby irrevocably assigns all right, title and interest in all photographs, images, or depictions, in all forms, produced under the Contract Documents, including all intellectual property rights, to the District effective from the moment of creation of such materials. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

CONFIDENTIALITY OF INFORMATION. The Photographer acknowledges that all data relating to students of the District is confidential information and shall be at all times regarded, treated and protected as such. The Photographer promises and agrees that it will not reveal, report, publish, disclose, or transfer to any other person, other corporation, or other organization, the data received from the District without prior authorized written permission from the District.

This confidentiality agreement shall survive the termination or expiration of the Contract Documents.

INDEPENDENT CONTRACTOR. The Photographer warrants and represents to the District that the Photographer is fully experienced and properly qualified to perform the services provided under the Contract Documents and that Photographer is properly equipped and organized to perform such work. The Photographer shall operate as an independent contractor and not as the agent of the District, and shall indemnify and hold the District free and harmless from all liabilities, costs, and charges by reason of any act, omission or representation of the Photographer or of its subcontractors, agents or employees. As an independent contractor, the Photographer will be responsible for all wages, taxes, insurance and withholdings for personnel in his direct employ. As an independent contractor, the Photographer shall be required to meet all the responsibilities and obligations required by the Contract Documents and assumed thereunder and shall be solely responsible for and entitled to exercise his or her discretion and judgment in determining the means, the manner and method for fulfilling the obligations of the Photographer.

ROYALTIES & DUES. The Photographer shall be responsible to obtain and pay any royalties, dues, permits, or licenses required by the laws, ordinances, rules and regulations needed for to perform the services under the Contract Documents. The District shall have the right to require the Photographer to furnish satisfactory evidence that it has obtained all such licenses. The Photographer shall hold harmless, indemnify, and defend the District from any claims or suits against the District for royalty or fees associated with the Project.

TRANSFER AND ASSIGNMENT. The Photographer shall not transfer its rights under the Contract Documents to a third party without the District's prior written consent. The Photographer shall not assign any or all of the Contract Documents to a third party without the District's prior written consent.

RECORDS. The Photographer shall keep full and accurate records, correspondence, and files regarding the services performed under the Contract Documents for a minimum of three (3) years. All records, prints, images, reports, and other documentation, in all forms, made in the course of the work performed hereunder, or in anticipation of the work to be performed in regard to the Contract, shall at all times be and remain the sole property of the District. The Photographer shall make all records, correspondence, and files available to the District upon reasonable request of the District. This access shall be continuing and shall survive the termination of the Contract Documents as provided herein.

INSURANCE. The Photographer shall procure and maintain Workers Compensation (or an exemption therefrom) and other general liability insurance in the amounts indicated with insurance carriers that are licensed in the state of Montana and that have an A.M. Best rating of at least A-VII, a Standard & Poor's rating of at least AA, or a Moody's rating of at least Aa2:

COMMERCIAL GENERAL LIABILITY insurance for Bodily Injury and Property Damage for limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate including coverage for subcontractor's obligations, operations, premises, independent contractors, products/completed operations, personal injury and advertising injury.

WORKERS' COMPENSATION insurance in the state(s) where the work will be performed required by law with statutory limits for workers' compensation or an exemption from the State of Montana from such requirement.

A combination of primary and UMBRELLA/EXCESS liability policies will be acceptable in order to meet the required limits. The Photographer will submit a standard ACORD Certificate of Insurance signed by an authorized agent or representative of the insurance companies evidencing that the above required policies and limits are in effect. All policies shall provide that the insurance coverage provided will be primary and noncontributory with any other applicable insurance. No reduction in coverage or cancellation of policies shall be effected without first giving the District thirty (30) days written notice. The policies shall name the District as additional insured.

INDEMNIFICATION. The Photographer agrees to protect, defend, and save the District, its elected and appointed officials, agents, students, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Photographer's employees, its subcontractors, or third parties on account of bodily or personal injuries, death, or damage to property arising out of: (i) the breach of the Contract Documents by the Photographer or its subcontractors, or (ii) the negligent, intentionally wrongful or illegal act or omission of the Photographer or its subcontractors or personnel, except to the extent the District would be responsible for indemnification for such matters as stated herein.

To the extent permitted by law, the District agrees to protect, defend, and save the Photographer, its agents, owners, managers and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising out of: (i) the breach of the Contract Documents by the District or its other contractors or subcontractors (excluding the Photographer) or personnel, (ii) the negligent, intentionally wrongful or illegal act or omission of the District or its other contractors or subcontractors (excluding the Photographer) or personnel, except to the extent the Photographer would be responsible for indemnification for such matters as stated herein.

The indemnity and hold harmless provisions in the Contract Documents shall survive the completion, termination or expiration of the Contract Documents.

TERMINATION. The Contract Documents may be terminated for cause by either party upon not less than twenty (20) days written notice (specifying the reason for the termination) in the event that:

a. The other party materially fails to perform in accordance with the terms of the Contract Documents through no fault of the party initiating the termination. Such notice of termination shall not be effective against the non-terminating party if that party (i) cures the deficient performance specified as the reason for the termination within five (5) days of the receipt of the notice of termination or, (ii) if such deficient performance cannot be cured within the five (5) day cure period, commences to cure the deficient performance within five (5) days of the notice of termination and diligently prosecutes such cure to completion; or

b. (i) The non-terminating party makes an assignment in bankruptcy or is adjudged bankrupt; (ii) a receiver or trustee or similar official of the non-terminating Party is appointed or any steps are taken, whether voluntary or involuntary, to liquidate or voluntarily wind up the non-terminating party; (iii) the non-terminating party engages in any violation of any laws, rules, ordinances or regulations of the State of Montana, County of Lewis and Clark, and/or City of Helena.

The District may terminate the Contract without cause on thirty (30) days prior written notice to the Photographer.

CONFLICTS OF LAW. This Agreement shall be governed and construed pursuant to the laws of the State of Montana. Venue for any action brought to enforce a term of this Agreement shall be in Lewis and Clark County, Montana.

SEPARABILITY. If any provision of this Agreement shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

ATTORNEYS' FEES AND COSTS. If any action shall be commenced by either party for breach or to enforce any term of this Agreement, the prevailing party shall be entitled to all costs and expenses incurred, including reasonable attorneys' fees and costs incurred.

WAIVER. No waiver by any party of any provision of this Agreement shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.

HEADINGS. The paragraph captions contained in this Agreement are for convenience only and shall not be considered as construing or interpreting any provision hereof.

ENTIRE AGREEMENT. This Agreement constitutes the sole and entire agreement between the parties and any oral agreements between the parties are no longer of any effect. Changes to this Agreement will be effective only when executed in writing and signed by both parties.

THE DISTRICT

PHOTOGRAPHER

Jack Copps
Superintendent

By: _____
Its: _____

Date: _____

Date: _____