

DUPAGE HIGH SCHOOL DISTRICT 88

2 Friendship Plaza ~ Addison, Illinois 60101

Phone: (630) 530-3981 ~ Fax: (630) 832-0198

www.dupage88.net

May 21, 2021

Dear Vendors:

This is to solicit your RFP to perform Photography Services for Addison Trail and Willowbrook High School, as noted in the Schedule of Proposals.

Included is the schedule of proposals for Addison Trail High School and Willowbrook High School, along with the two "Certification Sheets". Print and complete in detail, sign and return one copy of the "Schedule of Proposals" and All "Certifications" in a **sealed** envelope clearly marked, "**RFP – Photography Services**".

The Board of Education reserves the right to change quantities, reject any or all RFPs, or waive minor informalities and make awards in the best interest of this school district.

Proposals are due on or before **Tuesday, June 1, 2021 by 2:00 PM** physically in the Business Office, Board of Education, 2 Friendship Plaza, Addison, Illinois 60101.

If you have any questions regarding this proposal, please contact me at 630-530-3971.

Sincerely,

Ryan Domeracki

Ryan Domeracki
Director of Business Services

Enc: Instructions to Vendors
Certification Sheets (3)
Schedule of Proposals

BOARD OF EDUCATION
DUPAGE HIGH SCHOOL DISTRICT 88
DUPAGE COUNTY, ILLINOIS

REQUEST FOR PROPOSALS

Project: To Provide Photography Services to Addison Trail and Willowbrook High Schools

Sealed proposals will be received by the Business Office for the Board of Education, DuPage High School District 88, 2 Friendship Plaza, Addison, IL 60101 at the place, date and time as follows:

Place: Business Office
Board of Education
DuPage High School District 88
2 Friendship Plaza
Addison, IL 60101

Date: On or before **Tuesday June 1, 2021 at 2:00 p.m.**

Any proposals received after the date and time specified may be too late to be considered. Specifications as may be required are enclosed herewith.

Prices quoted shall be guaranteed for the duration of this annually renewable up to 3-year agreement.

Proposals shall be submitted on forms to be provided by the Owner and completed in full.

The Owner reserves the right to reject any or all proposals, or any part of the proposal, to waive minor informalities in any proposal, and to make award in the best interest of the Owner.

Errors and Omissions

All proposals shall be submitted with each space properly completed. **The special attention of Vendors is directed to the policy that no claim for relief because of errors or omissions in proposals will be considered and Vendors will be held strictly to the proposals as submitted.**

All vendors must satisfy themselves as to the intent of these specifications. Should a Vendor find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meaning, he shall advise the Director of Business Services who will issue the necessary clarifications to all prospective Vendors by means of addenda.

Withdrawal of Proposals

All proposals shall be deemed final, conclusive and irrevocable, for at least 60 days after the date of the proposal opening. Proposals may be withdrawn in person, or

by letter, facsimile transmission, and electronic mail or similar means, provided that the withdrawal is actually received by the party to whom proposals are to be submitted prior to the time for the opening of proposals. No proposal shall be withdrawn after the scheduled closing time for the submission of proposals without the consent of the Board.

Investigation of Vendors

- A. The Business Office will make such investigation as is necessary to determine the ability of the Vendor to fulfill proposal requirements. The Vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services, or supplies similar to that included in their proposal.
- B. The Board of Education reserves the right to reject any proposal if it is determined that the Vendor is not properly qualified to carry out the obligations of the contract.

Any reference to specified manufacturers denotes specific items preferred. However, you may quote on alternate items of equal or better quality. In any case, be certain to include proper description, Brand Name of the item and supporting details that would allow for determination as to the comparative quality. **Exception:** No alternate material will be accepted where "No Substitute" appears on the proposal sheet.

Quantities shown are reasonable estimates. This Board of Education reserves the right to adjust quantities in its best interest at the time of contract award without a change in unit prices quoted.

Title and Risk of Loss:

Title to the goods herein described shall not pass until said goods have actually been received by the Board of Education or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board of Education or its consignee shall be borne by the Seller. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

Reservation of Rights by the Board of Education

The Board of Education reserves the right to change quantities, reject any or all proposals, to waive irregularities, and to accept the proposal which in its sole and absolute discretion is considered to be in the best interests of the District. Any

such decision shall be considered final.

The Board of Education further reserves the right to adjust quantities in its best interest at the time of contract award without a change in unit prices quoted. Quantities in this proposal packet are reasonable estimates only.

Split Awards:

Every attempt will be made to award orders on an overall low proposal basis. However, the right is reserved to split the award if it is in the best interest of the Board of Education. If a split award is not acceptable to the Vendor, it must be so stated in the proposal.

Rejection and Cancellation:

The Board of Education reserves its rights to reject any goods and to cancel all or any part of this sale if the Seller fails to deliver all or any part of the goods described in the invitation to proposal in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the invitation to proposal shall not obligate the Board of Education to accept future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If the Seller ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against the Seller, or if a receiver for the Seller is appointed or applied for, or if an assignment for the benefit of creditors is made by the Seller, the Board of Education may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to proposal then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein. All goods shall be new and the best and latest model of their respective kinds, without flaws or defects of any kind and shall carry the manufacturer's guarantee covering any defects of material or workmanship. Rejected goods shall be removed at the expense of the Seller, including transportation both ways, promptly after notification of rejection. As to rejected goods, the Seller shall bear all costs of inspection and all risk of loss. The Board of Education will accept no goods containing asbestos.

Waivers:

The Board of Education's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to proposal shall not in any way affect, limit, or waive the Board of Education's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

State Tax:

The Board of Education is exempt from paying Illinois Use tax, Illinois Retailer's Occupation tax, Federal Excise taxes, and any federal transportation tax.

Exceptions

Any exceptions to these conditions or deviations from written specifications must be in writing and **attached** to the proposal form.

Signature Constitutes Acceptance

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.

References

Each vendor shall submit a list of schools for whom they have provided photography services during the last three years. The list should provide the name of a reference or contact person who can provide information on the quality of work at each school.

Certification:

- I. Each proposal must be accompanied by a ***Certificate of Eligibility to Proposal***, certifying that the vendor is not barred from bidding on public contracts due to a conviction for the violation of 720 ILCS 5/33E-3 (proposal rigging) or 720 ILCS 5/33-E4 (proposal rotating) of the *Illinois Criminal Code of 1961, as amended*, or a conviction or admission of guilt which is a matter of record for bribing or attempting to bribe an officer of the State of Illinois. The certificate of Eligibility to Proposal form is included within the proposal documents.
Failure to do so shall disqualify your proposal.
- II. Each proposal from a **Vendor/Contractor** with 25 or more employees must be accompanied by a ***Certificate of Compliance with the Illinois Drug-Free Workplace Act*** 30 ILCS 580/1 *et. seq., as amended* certifying that the vendor shall provide a drug-free workplace for all employees engaged in the performance of work under the contract and that the vendor is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*. Each proposal from an **Individual** must be accompanied by a Certificate of Compliance with the *Illinois Drug-Free Workplace Act* certifying that (he, she, it) shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she, it) is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*.

The Certificates of Compliance with the *Illinois Drug-Free Workplace Act* forms are included within the proposal documents.

Failure to do so shall disqualify your proposal.

- III. Each proposal must be accompanied by a **Certificate Regarding A Sexual Harassment Policy** certifying that the vendor has a written sexual harassment policy that includes: information that sexual harassment is illegal; defines sexual harassment under Illinois law; describes sexual harassment using examples; has an internal complaint process including penalties; informs employees of their rights under the *Illinois Human Rights Act, 775 ILCS 5/1 et. seq., as amended* and the complaint process available through the Department of Human Rights and Illinois Human Rights Commission; and, states that anyone filing a complaint will be protected against retaliation. The certificate regarding sexual harassment policy form is included with the proposal documents.

Failure to do so shall disqualify your proposal.

**BOARD OF EDUCATION
DU PAGE HIGH SCHOOL District 88
DU PAGE COUNTY, ILLINOIS**

PHOTOGRAPHY SERVICES SPECIFICATIONS

1. This agreement shall commence **once executed by both parties and shall expire** May 30, 2022 unless not renewed or sooner terminated under the terms herein. This agreement may be renewable annually for up to two additional years with the mutual consent of both the High Schools and the Studio, subject to annual Board of Education approval.
2. The Studio shall have the exclusive right to take individual photographs of the **2022, and potentially 2023 and 2024** graduating classes of **Addison Trail High School and Willowbrook High School**.
3. General Photography Services –
A high level of student participation is desired. Consideration will be given to the provision of packages in the proposals noted below that promote that participation goal.
 - a. The Studio shall take group, activity, organization, scenic and other pictures needed for the **Addison Trail High School and Willowbrook High School** yearbook and furnish a glossy print of each picture without charge to the High Schools.
 - b. The Studio shall furnish personal photographs to the graduating seniors of **2022, 2023 and 2024** in a variety of styles, mounts and prices shown on sample photographs to be submitted as your **“Proposal C”** on the Schedule of Proposals. The Studio shall set up the appointments with the seniors and mail the packages to their homes.
 - c. The Studio shall photograph each underclassman of the High School and, as a minimum, shall provide three (3) black and white glossy prints of each photo in alphabetical order by year in school, and the Studio shall furnish packages of twelve (12) wallet size color pictures for each underclassman. Details of underclassman package shall be submitted by the Studio as your **“Proposal D”** on the Schedule of Proposals.
 - d. The Studio shall take the photographs of couples at the High School senior prom and at other school dances at the discretion of the High School. The Studio shall provide two identical stations for pictures and provide two photographers. The picture package will consist of two (2) 5 x 7 prints and four (4) wallet size photographs in color. The charge for this picture package including tax will be the amount proposed in **“Proposal B”** of the Schedule of Proposals.
 - e. The Studio shall photograph all High School staff members to be utilized in the High School yearbook and submit two copies to the High School. The Studio shall furnish a complimentary package for faculty photographed on the first sitting date; description of the package to be provided to the faculty shall be submitted with this proposal. The Studio

shall furnish a variety of styles and packages for staff members with details to be submitted as your “**Proposal E**” on the Schedule of Proposals.

4. The Studio shall screen all photographs taken at the High School by the Studio and submit flash drives to the Yearbook Advisor. If the Studio or Yearbook Advisor reject any of the photographs mentioned herein above, for lack of clearness or crispness, then the Studio shall re-shoot those photographs rejected and submit the re-shot photographs if acceptable to the Yearbook Advisor.
5. The Studio shall initiate periodically, as needed, personal, email or telephone contact with the Yearbook Advisor for the purpose of scheduling particular events, which the Studio shall photograph. The Yearbook Advisor shall submit a written schedule of events (Schedule) for which the Studio shall provide a photographer. Such Schedule is subject to change by the Yearbook Advisor upon submitting a twenty-four (24) hour telephone or email notice to the Studio.
6. The Studio shall provide a photographer at all school events, which the Yearbook Advisor and staff determine shall be covered for the purposes of including such photographs in the High School yearbook. With respect to athletic events, the focus on the photos should be **our** athletes in **quality** photos.
7. At the direction of the Yearbook Advisor the Studio photographers will take appropriate candid shots and such additional shots as the Yearbook Advisor requests. The photographer will provide the High School with 5 x 7 prints of photographs taken from a variety of angles with appropriate lenses utilized by the photographer.
8. The High School shall designate a specific school advisor (“Yearbook Advisor”) who shall act as the High School representative who shall give specific direction to the Studio photographers concerning the photography needs of the High School. Any communication between the Studio and the High School shall be made through the Yearbook Advisor.
9. The Yearbook Advisor shall submit a written schedule of specific events (“Color Schedule”) in which the Studio shall provide the High School with appropriate 5 x 7 prints of color photographs taken at the High School for those events contained in the Color Schedule. Such Color Schedule is subject to change by the Yearbook Advisor upon submitting a forty-eight (48) hour telephone or email notice to the Studio.
10. The Studio shall provide color photograph enlargements as requested by the Yearbook Advisor to complete certain color pages for the High School yearbook. It is understood by the Studio that color photograph deadlines occur early in the school year, and that time is of the essence in order that the color photograph deadlines be met by the Studio.
11. Studio photographers shall conduct themselves as not to cause any distractions or attract attention to themselves during a photography assignment particularly during classroom periods in which lectures are taking place and for the purpose of capturing candid pictures during those photo sessions. If the Yearbook Advisor requests that the Studio take candid photographs of classroom activities, then the Yearbook Advisor shall notify the respective teacher of that classroom of such photography assignment.

12. The Yearbook Advisor at his/her discretion shall appoint a student or staff member to escort the Studio photographer during certain photo sessions. However, the Studio understands and will instruct its photographers to exhibit professional judgment and elect appropriate candid shots during specific photo shootings with or without student or staff escort.
13. The Yearbook Advisor will provide to the Studio a list of subject matter and will share information concerning page layouts in order that the Studio photographer will understand the parameters of the particular photograph assignment.
14. Within 48 hours of each assignment, the Studio photographer shall meet with the Yearbook Advisor at times and days mutually convenient to both parties or via notes on email or on line scheduler to discuss the needs of the High School particularly for the yearbook and the Studio photographer shall be expected to be familiar with the School facilities to familiarize himself with the specific requests and expectations of the particular photography assignment.
15. A designated Studio representative shall meet with the Yearbook Advisor as needed for the purpose of the Yearbook Advisor evaluating the current performance of the Studio. During the meeting, the Yearbook Advisor will inform the Studio representative of any specific instances of the Studio's inadequate performance under this Agreement. The Studio shall have 60 days from the date of the monthly evaluation meeting to improve or correct to the satisfaction of the Yearbook Advisor the previous performance deficiencies.
16. Termination - After 60 days, from the date of each meeting, if the High School Administration determines that the Studio has failed to improve or correct its performance deficiencies, then the School District may terminate this Agreement upon submitting to the Studio a 14-day termination notice pursuant to paragraph 24 of this Agreement.
17. The School District will credit in the 2022, and potentially 2023 and 2024 Yearbooks as follows: "Photography by _____".
18. Upon execution of this Agreement by both parties, the Studio shall submit to the High School the amount proposed in "**Proposal A**" of the Schedule of Proposals in consideration for the use of the High School facilities. If this Agreement is terminated before the expiration date herein, then the School District shall refund the pro rata amount of the consideration calculated to the date of termination.

19. In order to provide information to assist you in your proposal, the following is the revenue generated for the 2016-17 and 2017-18 school year.

Addison Trail

2016-2017

	Orders	Income
Fall	132	\$3,295.00
Seniors	77	\$9,850.10

2017-2018

	Orders	Income
Fall	121	\$3,028.00
Seniors	52	\$7,313.00

Willowbrook

2016-2017

	Orders	Income
Fall	408	\$12,691.00
Seniors	100	\$13,884.95

2017-2018

	Orders	Income
Fall	312	\$9,493.00
Seniors	96	\$13,945.85

20. **The Studio will supply each High School with an ID system, which will include a Hard Card Printer, Printer Ribbons, Hard Cards, ID s software, etc. The Studio will have a full-time IT staff, giving the High School technical support for the ID system. Details to be submitted as your “Proposal F” on the Schedule of Proposals. During registration days and sports team photo days, the studio will guarantee to provide a minimum of 4 representatives (2 for collecting forms from staff at the ID station and 2 photographers taking pictures) at each school in order to provide expedited service.**
21. The selected service provider agrees to indemnify and save harmless the District from any and all suits, claims, damages, attorney's fees, judgments, or any amounts whatsoever which the District might become legally obligated to pay by reason of any bodily injury or property damage caused by or arising from any negligent or willful and wanton act of any employee, agent, or servant of the vendor occurring during the period of this Agreement or any extension thereof.
22. The selected service provider represents and warrants that it carries professional liability insurance in the amount of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 for each employee. The selected service provider must provide a certificate of insurance evidencing professional liability insurance and workers compensation insurance at least in the amount of statutory limits.

23. No waiver of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the parties hereto.
24. This Agreement is not assignable by either party.
25. Notice - All notices required to be given hereunder or pursuant to this Agreement shall be in writing, and addressed as provided herein. The delivery of a notice to the party to whom it is directed shall be effective at the time of delivery. The mailing of a notice by certified or registered mail, return receipt requested, to the party to whom it is directed, at the address given in this Agreement, shall be sufficient notice, and effective on the first business day after the day of mailing.

a. Notices to the School District shall be addressed as follows:

Mr. Ryan Domeracki
Director of Business Services
DuPage High School District 88
2 Friendship Plaza
Addison, IL 60101

Mr. Michael Bolden
Principal
Addison Trail High School
213 N. Lombard Road
Addison, IL 60101

Dr. Dan Krause
Principal
Willowbrook High School
1250 South Ardmore Avenue
Villa Park, IL 60181

b. Notice to the Studio will be addressed to the authorized Studio representative responsible for executing this agreement.

26. This Agreement shall be governed pursuant to the laws of the State of Illinois.
27. **Vendor must provide a list of current high school clients with similar registration services and their contact information for references.**
28. The successful vendor must provide the District with a Certificate of Insurance naming DuPage High School District 88 as an additional insured in the following amounts:
29. If one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

BOARD OF EDUCATION
DUPAGE HIGH SCHOOL DISTRICT 88
DU PAGE COUNTY, ILLINOIS

Project: **To Provide Photography Services to Addison Trail and Willowbrook High Schools**

Proposal submission due on or before Tuesday June 1, 2021 at 2:00 PM

SCHEDULE OF PROPOSALS 1 of 2

*** ALL PROPOSALS ARE SUBJECT TO THE SPECIFICATIONS OUTLINED ON PAGES 3 THROUGH 6.**

“Proposal A”:
REIMBURSEMENT - The amount to be reimbursed individually to both Addison Trail High School and Willowbrook High School by the Studio in consideration for the use of the High School facilities, as outlined in Paragraph #19 of the specifications:

\$ _____

“Proposal B”:
PROM, HOMECOMING AND TURNABOUT DANCE PICTURE PACKAGES - The amount to be charged for each “Prom/Dance Picture Package” consisting of two (2) 5 x 7 prints and four (4) wallet size photographs in color as outlined in Paragraph #3d of the specifications.

\$ _____ (including delivery of the dance picture package to Addison Trail High School and Willowbrook High School)

\$ _____ (including delivery of the dance picture package to student’s home)

“Proposal C”:
SENIOR PHOTOGRAPHS - The Studio shall submit a variety of styles, mounts and prices which will be made available to students.

“Proposal D”:
UNDERCLASSMAN PHOTOGRAPHS - The Studio shall submit the packages and prices, which will be made available to students.

“Proposal E”:
STAFF MEMBER PHOTOGRAPHS - The Studio shall submit the packages and prices which will be made available to staff members.

“Proposal F”:
STUDENT ID – The Studio will supply the High School with an ID system, which will include a Hard Card Printer, Printer Ribbons, Hard Cards, ID s software, etc. The Studio will have a full-time IT staff, giving the High School technical support for the ID system. (See Item #20 above.)

“Proposal G”:
ADDITIONAL SERVICES - The Studio shall submit details of any services or features which will be made available to the High School in addition to those specified in the Photography Services Specifications on Pages 3 through 6.

**BOARD OF EDUCATION
DUPAGE HIGH SCHOOL DISTRICT 88
ADDISON, ILLINOIS**

PHOTOGRAPHY SERVICES

SCHEDULE OF PROPOSALS 1 of 2

Proposals are due on or before Tuesday, June 1, 2021 at 2:00 PM local time.

PLEASE NOTE: Proposal results will be available at www.dupage88.net after approval by the Board of Education.

Date: _____

Name of Company: _____

By: _____

Phone: _____

(Print or Type) (Title)

Fax: _____

(Signature)

Email Address: _____

Address: _____

For purposes of state reporting only, checking this box certifies that this business is minority owned, female owned, owned by person with disabilities or locally owned.

BOARD OF EDUCATION
DUPAGE HIGH SCHOOL DISTRICT 88

CERTIFICATION I - CERTIFICATE OF ELIGIBILITY TO PROPOSAL

PROJECT: To Provide Photography Services for DuPage High School District 88

Pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended (720ILCS 5/33E-11), hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of proposal-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended (720ILCS 5/33E-3) and that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has ever been convicted of the offense of proposal-rotating under section 33E-4 of the Illinois Criminal Code of 1961, as amended (720ILCS 5/33E-4).

Company Name: _____

Address: _____

By: _____ (Print or Type) _____ (Title)

Signature: _____

Phone: _____

Date: _____

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

Notary Public

SEAL

NOTE: This form must be returned with your proposal. Failure to do so shall disqualify your proposal.

**BOARD OF EDUCATION
DU PAGE HIGH SCHOOL DISTRICT 88**

CERTIFICATION II
CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

PROJECT: To Provide Photography Services for DuPage High School District 88 [Vendors with 25 or More Employees]

This certifies that we have less than 25 employees.

This certifies that we have 25 or more employees and does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

_____ [Vendor]

By _____
Authorized Agent of Vendor

Title: _____

Date: _____

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

Notary Public

SEAL

NOTE: This form must be returned with your proposal. Failure to do so shall disqualify your proposal.

**BOARD OF EDUCATION
DU PAGE HIGH SCHOOL DISTRICT 88**

CERTIFICATION III
CERTIFICATE OF COMPLIANCE WITH SEXUAL HARASSMENT POLICY

PROJECT: To Provide Photography Services for DuPage High School District 88

I hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act*, as amended (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes, at the minimum, the following information: (1) the illegality of sexual harassment; (2) the definition of sexual harassment under State law; (3) a description of sexual harassment, utilizing examples; (4) an internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (6) directions on how to contact the Department of Human Rights and Human Rights Commission; and (7) protection against retaliation.

_____ [Vendor]

By _____
Authorized Agent of Vendor

Title: _____

Date: _____

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

Notary Public

SEAL

NOTE: This form must be returned with your proposal. Failure to do so shall disqualify your proposal.