

Melissa Schools

Student Photography Services

RFP 03042024



Student Photography

The Melissa Independent School District is conducting this procurement to establish a contract for Student Photography issued between the Elementaries under Melissa ISD. Successful proposers shall be under contract with Melissa ISD for a period of one (1) year.

Pursuant to Government Code 2254 – Subchapter A, this Request for Proposal (RFP) is intended to solicit Proposals with the intent of the Melissa ISD to select the Respondent(s) demonstrating the best overall value to the District and to enter into a single or multi-awarded contract with a qualified vendor(s) to provide services to Melissa ISD.

Electronic proposals will be accepted through online submission at MISD Purchasing web page <https://melissaisd.ionwave.net>

Student Photography RFP Requirements and Instructions

1.1 Request for Proposal (RFP) Documents:

MISD Purchasing Department documents are made available via the MISD web page to anyone who wishes to submit a response. The MISD Purchasing Department website is located at <https://melissaisd.ionwave.net>

1.2 Timetable:

MISD anticipates following the timetable listed below for this solicitation:

Release RFP March 20, 2024

Deadline for Questions March 27 2024 – 12:00 Noon CST

Deadline for Submittal of Proposal April 1, 2024 – 2:00 p.m.CST

Recommendation to Board of Trustees April 15, 2024 (Tentative)

*above is only an estimate and may vary

1.3 Procurement Method

MISD is utilizing the Request for Proposal (RFP) method of procurement in accordance with Texas Education Code Section 44.031 (f), Request for Proposal. For information regarding the RFP process, contact Lauren Dickson, Purchasing Coordinator at laurendickson@melissaisd.org

1.4 Requirements

Respondents must submit RFPs by the established deadline (day and time). Please refer to the “Instructions to Vendors” section to ensure that you submit all required information to MISD. MISD does not accept responses after the due date and time.

1.5 Rights Reserved by MISD and Restrictions on RFP Process

- a) MISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposal.
- b) Should funds for the services provided under the contract not be appropriated in a given District Fiscal Year, MISD may terminate the contract.
- c) MISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors.
- d) MISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a contract pursuant to this RFP.

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e) MISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. MISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof. MISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. MISD also reserves the right as sole judge of quality and equality.

1.6 Questions and Clarification

Questions regarding the requirements specified in this solicitation must be submitted through the Ion Wave portal <https://melissaisd.ionwave.net>. MISD will not answer verbal questions.

Instructions to Vendors

This portion of the RFP includes instructions on the format vendors must follow in preparing and submitting their online responses. It further identifies how questions can be raised and will be addressed.

2.1 Required Response Format

Vendors shall submit responses online in the MISD Ion Wave Portal at the following address <https://www.Melissaisd.org/page/business-purchasing>. Responses should be direct, concise, complete, and unambiguous. The Vendor is responsible for ensuring that MISD has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information. Please ensure that you respond to all documents and attachments in this Request for Proposals.

2.2 Compliance with Specifications

Vendors are required to respond to all requests identified in this RFP/RFQ and indicate their acceptance or objection to the terms of the RFP/RFQ and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP/RFQ or the Agreement must be clearly indicated in the appropriate section of the vendor's submitted response. Each vendor, by making its response, represents that the vendor has read and understands the RFP/RFQ and the Agreement.

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2.3 General Corporate and Contact Information

Vendor agrees to provide MISD with the following financial information if requested by MISD at any point during the procurement process, including before or after contract award: If public, the vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the vendor's audited financial statements for the past two years (if available). A vendor's failure to provide this financial information may impact the MISD Administration's recommendation to the MISD Board of Trustees for the award of the contract.

2.4 Response Submission Location

Proposals shall be received no later than the submittal day and time deadline in the MISD Ion Wave Portal. No provisions or exceptions are made for late submission due to actions or consequences of the Vendor or third party. Any responses received after the submittal deadline date and time will be disqualified.

2.5 Submission of Responses

MISD will only accept bids and proposals submitted online. Faxed proposals will not be accepted. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. Copyrighted proposals are unacceptable and may be disqualified.

***SEE NOTICE OF INTENTION LETTER FOR EXPANDED INSTRUCTIONS**

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1. CERTIFICATION: By digital signature on Melissa ISD Ionwave portal the vendor certifies that:
2. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
3. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
4. CONTRACT MODIFICATION: No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
5. CONTRACT AND PURCHASE ORDERS: A response to this Bid Document is an offer to contract with the MISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are both accepted by the MISD through an Award Letter to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by a member of the MISD Business Services Department.
6. This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in Collin County.
7. PACKING AND SHIPPING: (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC

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regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination; freight prepaid, to Melissa Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.

8. NO REPLACEMENT OF DEFECTIVE TENDER: (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and the vendor shall not have the right to substitute a conforming tender.

9. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.

10. GRATUITIES: The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the Melissa Independent School District with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.

11. WARRANTIES: (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by

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buyer shall not alter or affect the obligations of the vendor or the right of buyer under the fore- going warranties.

12. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.

13. ASSIGNMENT-CLAIMS: Vendor and the Melissa Independent School District recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the District. Therefore, the vendor hereby assigns the District any and all claims for such overcharges.

14. ADVERTISING: Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.

15. TITLE AND RISK OF LOSS: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.

16. INSPECTION: (If applicable) all goods are subject to final inspection and acceptable by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be re- turned to the vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other expenses are the responsibility of the vendor.

17. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.

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18. INDEMNIFY: Vendor agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture of use of any product included in this contract. Upon written requests, the vendor will defend, at its own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Melissa Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.

19. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Melissa Independent School District and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Collin County.

20. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of Melissa Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

21. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

22. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other

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party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

23. INTERPRETATION-PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

24. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Melissa Independent School District, termination for non-availability of funding and for prepayment, without penalty.

25. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

26. INFRINGEMENT: Contractor agrees to protect Melissa Independent School District from claims involving infringement of copyrights.

27. TECHNICAL SPECIFICATIONS: Technical specifications define the minimum acceptable standard.

28. REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services

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contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the MISD may terminate the vendor's contract for cause as provided by the remainder of this section.

29. If any delay or failure of performance is caused by a Force Majeure event as described in section #20 of this Standard Terms and Conditions document entitled "Force Majeure," the MISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

a. Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to Termination.

b. Valid causes for termination of this contract will include, but are not limited to:

c. The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.

d. The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).

e. The vendor delivers any substitution(s) of product(s) different from those originally bid and awarded without the written approval of MISD.

f. The vendor's incomplete response to the Bid Document.

g. And vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the MISD.

30. ORDER OF PRECEDENCE: In the event of conflict, the following precedence shall prevail:

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1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.

31. ERRORS OR OMISSIONS: The District is not responsible for any bidder's errors or omissions.

32. CONFIDENTIAL INFORMATION: If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the documents.

33. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. It is your responsibility to obtain any addenda that pertains to this bid. We are no longer mailing the specifications or addenda. MISD will post this proposal and any addenda on our Ionwave portal at <https://melissaisd.ionwave.net>

34. Price increases for additional years will be negotiated at the time of renewal. Price negotiations may be negotiated to prices below the current pricing.

35. Negotiations for additional years and price restructuring must be completed before the date of renewal.

Scope of Services

Student Photography

This RFP is for MISD Elementary Student Photography. This includes 4 Elementaries and 1 Early Childhood Center for Melissa ISD. Pictures shall include the following minimum requirements.

- Individual portraits
- Class (group) portraits
- Staff portraits
- Photo packages for students

Quality of Work:

Sample photograph packages that are of the quality the vendor proposes to provide. This should include a variety of photographs for the grade levels and be arranged and identified as to the campus served.

Standard Picture Packages

Vendors are to provide information on three (3) to five (5) of their standard picture packages for each school level. Packages must be clearly identified by school level, must indicate the size and quantity of pictures contained in the package and must indicate the current price of the package that will be offered for the 2024-2025 school year.

Commission and Support

The District wishes to receive 10% commission from each sale of the items available to each campus.

Photography Use

The vendor is to provide a digital file to specifications from the campus yearbook provider.

References

Vendors must provide a minimum of three (3) references that they have performed similar services for within the past five (5) years, or are currently performing services for. Reference information must include entity name, contact name, phone and fax number.

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Supplemental Information

Vendors may provide additional information regarding additional services provided by their firm. Supplemental information will not be used in the evaluation of the RFP responses, but may be useful for School Principals in determining other services that may be required.

Regarding Digital Images Provided to the District

MISD requires digital images to be provided for the use of the Informational Technology Department, the specifications for these images are as follows:

- Vendor will be provided a listing with student names and associated numbers. Photos provided to the District for District use in Information Technology applications are required to be in JPEG (.jpg) format, with student number used as the file name, with images to be sorted by school.
- Digital images provided to the Information Technology Department can be sent via download or other media storage device.
- Digital images must be 200x300 at 72 dpi.

Campuses Included in Solicitation

<u>Campus</u>	<u>Address</u>	<u>City, State, Zip</u>	<u>Student Enrollment</u> <u>(approx)</u>
Harry McKillop Elementary	3509 Liberty Way	Melissa, Tx 75454	945
North Creek Elementary	4401 Cypress Drive	Melissa, Tx 75454	940
Sumeer Elementary	1910 Greer Way	Melissa, Tx 75454	950
Willow Wood Elementary	5780 Parkdale Drive	McKinney, Tx 75071	845
Melissa Ridge Education Center	3233 W. Fannin Road	Melissa, Tx 75454	275