

# Request for Proposal Photography Services Maggie L. Walker Governor’s School (MLWGS)

MLWGS is receiving Request for Proposals for student and school photography services for the 2022-2023 School Year, including an annual optional renewal of services. Vendors are asked to submit their proposal for General School, Student, and Sports Photography Services. A summary of services is listed below; however, vendors are required to review and abide by all terms of the RFP. Vendors may be asked to present their proposal to the review committee (thirty-minute presentation). Internet access will be provided if needed.

Vendors are required to submit their completed Request for Proposal no later than 3:00 pm EST Friday, April 15, 2022. RFP are to be submitted in writing with the outside envelope clearly marked School Photography RFP MLW 2022P1. The RFP is to be submitted to:

Max Smith, Assistant Director  
MLW 2022P1  
Office 100  
1000 North Lombardy Street  
Richmond, VA 23220

Inquiries are to be directed to Max Smith in writing via fax (804.358.9739) or email ([msmith@gsgis.k12.va.us](mailto:msmith@gsgis.k12.va.us)). Regional Board Approval Likely May, 2022

## Summary of Services

<i>School and Student Photography Summary of Services</i>	<i>Sports Photography Summary of Services</i>
Senior Portraits	Posed Team Pictures
Freshman, Sophomores, Junior Portraits	Team Action Shots: at least two athletic events per varsity team
Faculty/Staff Portraits	
Electronic Reproduction of all pictures	
All Dances (3) – Candid Shots	
Senior Class Photo with caps and gowns	
School Board and Superintendent Photo	
Evening events: e.g., concerts, drama, etc.	

**All photographs/digital images for use by MLWGS for school purposes including but not limited to: yearbook and spring supplement, newspaper, newsletters, website, official MLWGS social media, etc.**

## School and Student Photography RFP Terms

1. The winning bidder, contractor, will be required to take pictures of seniors on several dates prior to start of school but not beyond September 30th of the school year. All dates to be coordinated in cooperation with the yearbook advisor and approved by the MLWGS Administration. The contractor shall provide MLWGS with a digital link providing the yearbook adviser with access to the images.
2. The photographer will attempt to provide their own location for senior pictures to be taken or MLWGS may be used during the summer or, pending MLWGS administrative approval, during the school year. Once school begins seniors who still need color pictures for the yearbook will be photographed during school hours as arranged with the yearbook advisor. All sittings shall be completed before 30 days prior to the yearbook deadline each year. Proofs will be sent home to the students if requested or posted online. If for unusual reasons as determined by the school, the senior has been unable to have his or her picture taken by the deadline, the school reserves the right to ask the photographer to take a picture of him/her at no charge. This picture would be for the yearbook only and would not require proofs.
3. Prior to sitting, price lists are to be furnished to each senior. No high-pressure selling is to be used by any agent or representative of the photographer. Students are under no obligation to purchase portraits from the senior photographer. A copy of price lists and all information shall be made available to the school prior to distribution to seniors. A deposit for proofs may be charged, but is to be subtracted from the cost of the package selected. If no package is purchased and proofs are returned, the deposit is to be fully refunded. No charge is to be made for studio resitting if there is no change in hairstyle or change in clothing. Studio resitting will also be made at no charge if the production is faulty as a result of production methods. If a student indicates at the time of the initial sitting that he/she is not going to purchase a package, the photographer will be required to take only two proofs.
4. MLWGS will provide a list of rising-senior students' names and addresses to photographer no later than June 1<sup>st</sup> of each year, so that the photographer may make appointments for individual sittings with the students. The photographer is not permitted to release this list or the information therein to any other person, company, or source for any reason.
5. The photographer, on a date set by the schools, will photograph all staff members with each staff member identified by name. Faculty will be offered a basic picture package, free of charge, at this time. Each year, all images are to be delivered digitally to the yearbook sponsor no later than 30 days after sitting.
6. The photographer will, on or before the fourth week in September, photograph at the school all students-- freshmen, sophomores and juniors-- individually, as directed by MLWGS and furnish, at no cost to MLWGS, these images formatted for the yearbook publisher via digital link. All images are to be delivered to the yearbook sponsor no later than 30 days after the sitting. The packages are to be alphabetized and available no later than one month from the sitting. The photographer will also provide personnel to take all monies and will be responsible for settling all complaints. A make-up day for retakes and absent students will be scheduled by the school in conjunction with the photographer.

7. The photographer will provide a digital link providing access to student images, to the Director at no charge for all underclass students, faculty and staff who had a picture taken.
8. The photographer will photograph all clubs, groups and activities (candids) as requested by MLWGS, at no cost to the school. (The yearbook sponsor and students on the yearbook staff may shoot candid photos of school events, as well.) This to include club/group events and all other requested school activities. There is no limit to the number of candid requests the school could make. The photographer will provide the yearbook staff with a good variety of pictures to select from, in that particular group/club/activity. Activities to be covered include nights and weekends. The school reserves the right, under unusual circumstances, to ask the photographer to cover a nonscheduled or rescheduled school event with 24-hour notice, provided that the request fits into the photographer's schedule.
9. The photographer will photograph all dances sponsored by the school, providing pictures of the king and queen and the court and candid shots at no extra cost to the yearbook. Photographer will be responsible for collecting all monies and delivering pictures sold to students within two weeks of the dance. (Homecoming and Prom)
10. The photographer shall unconditionally guarantee all photographs made as to workmanship and quality of materials used. Only studio type equipment (120mm or 70mm) with a minimum negative size of 2<sup>1</sup>/<sub>4</sub>x2<sup>3</sup>/<sub>4</sub> inches shall be used for senior portraits. The successful bidder shall guarantee his work on underclass pictures. In the event of dissatisfaction on the part of any student, the photographer is responsible for settling all complains and providing such retakes as may be deemed necessary by the school at no cost. The photographer will pay the cost of any yearbook penalties incurred due to lateness by the photographer.
11. The photographer is to organize and submit as part of the RFP, an incentives program. At a minimum, the incentives program is to include a percentage as defined by the photographer of the gross sales. Photographers are to submit a description of the incentives program in writing and said description will become apart of this agreement.
12. The Regional School Board will award the RFP based on the total package as determined to be in the best interest of MLWGS. The following criteria will be used to evaluate the RFP: Photo Package Pricing, Prior Experience, Reference, Company Reputation, Incentives Program, and other information as may be deemed to be relevant.
13. As a means of reference, Photographers are to provide a list of public/private school districts currently being served by your company. The list is to include contact information including the name of the individual responsible for the program with his/her telephone number.
14. It is expected that the successful bidder will work closely and cooperatively with the yearbook staff, sponsor and Director and that the school personnel and yearbook staff will cooperate on scheduling and notifying the successful bidder of all scheduled activities per specifications.
15. The photographer shall submit with RFP a copy of sales literature indicating prices and products with quantities provided for all sections in the RFP. The brochures/ads must be consistent with the prices and items in the RFP. All items must be clearly indicated in sales literature. Failure to submit sample fliers for all sections of this RFP will result in disqualification of your RFP. Prices and items in sample flyers must match your RFP or it will be disqualified.

16. The terms of this agreement will be in effect upon approval by the Regional School Board, and expiring June 30, 2023. The contract can be renewed annually subject to acceptance by the Regional School Board of any package price changes, or incentive changes. MLWGS reserves the right to cancel the agreement without cause and subject to a thirty-day written notice.
17. The photographer is to submit in writing any deviations to the RFP, or additional services that the photographer will provide. Upon approval by the Regional School Board, said deviations and/or additional services will become apart of this agreement.
18. The photographer shall submit with RFP an itemized estimate of the value of the products and services to be provided to MLWGS as described in this RFP.

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## **Sports Photography Terms**

1. The photographer agrees to be the sole provider of all team photos, individual photos, and action photos for athletic activities at MLWGS, with the understanding that the yearbook sponsor and students on the yearbook staff may shoot action photos of athletic events, as well.
2. The photographer shall take posed pictures of athletic teams, separated by gender and by varsity-junior varsity status, in a timely fashion before the halfway point of each athletic season (fall, winter and spring). These images will be provided to the Athletics Director and to the yearbook adviser via digital link.
3. The photographer will photograph all home sports activities and state finals as requested by MLWGS. There is no limit to the number of candid requests the school can make. The photographer will photograph as least two contests of each varsity athletic team and will provide the yearbook staff with a sufficient number of photos for each particular sport. Activities to be covered include nights and weekends. The school reserves the right, under unusual circumstances, to ask the photographer to cover a nonscheduled or rescheduled school event with 24-hour notice, provided that the request fits into the photographer's schedule.
4. It is expected that the successful bidder will work closely and cooperatively with the Athletic Director, coaches, yearbook staff, newspaper staff, and Director and that the school personnel and yearbook staff will cooperate on scheduling and notifying the photographer of all scheduled activities per specifications.

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# **Terms and Agreement For School, Student, and Sports Photography RFP**

## **TERMS OF AGREEMENT**

The initial term of the contract shall be from July 1, 2022 to June 30, 2023.

Maggie L. Walker Governor's School ("MLWGS") and the vendor may renew the original agreement for three (3) additional one-year periods by mutual agreement. Ninety (90) days notice must be given to renew the contract for additional increments. A service agreement, prepared by the MLWGS and signed by the Assistant Director of Operations, shall become the document that authorizes the work to commence. Each section contained herein, any addenda and your response shall also be incorporated by reference into the resulting agreement.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase or decrease, the contractor shall provide sufficient written certification and documentation to substantiate the request. The increase cannot exceed the CPI (Consumer Price Index) at the time. MLWGS reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

## **ADDITIONS/DELETIONS OF SERVICE**

MLWGS reserves the right to add and/or delete services during the term of this agreement. Should a service requirement be deleted, payment to the contractor will be reduced proportionally, in accordance with the proposal price to the amount of service reduced. Should additional services be required from this contract, prices for such additions will be negotiated between the contractor and MLWGS.

## **CONTRACT ADMINISTRATOR**

The contract administrator shall be Assistant Director of Operations MLWGS. During the term of the agreement, should any specific school personnel request a change of scope or function of the agreement, such request shall be reported to the Assistant Director of Operations, prior to any changes being made. Any additions or deductions must be processed with a formal change order through the Assistant Director of Operations.

## **HOLD HARMLESS AND INDEMNITY**

Insurance: MLWGS shall require evidence of insurance covering the successful vendor in the following limitations:

Workman's Compensation Limit  
\$500,000.00  
Comprehensive Auto & General Liability:  
Personal Injury  
\$1,000,000.00  
Property Damage  
\$1,000,000.00  
Comprehensive Auto & General Liability:  
Non-ownership per occurrence  
\$1,000,000.00

MLWGS, its officers, employees, and agents must be named as an additional insured. Certificates of Insurance acceptable to MLWGS shall be filed with the MLWGS prior to commencement of work, which shall include a 30-day notice of cancellation or reduction in limits. The insurance shall be as specified or as required by law, whichever coverage is greater.

Safety: All equipment and supplies furnished shall meet all applicable regulations of the prevailing Codes and applicable safety regulations of the Virginia Code Section 40.1-1 provides that the Virginia Department of Labor and Industry be responsible for administering and enforcing occupational safety and health activities within the Commonwealth. Within the Department, regulation of Virginia occupational safety and health falls under the purview of the VOSH (Virginia Occupational Safety and Health) Program. The vast majority of the Virginia occupational safety and health standards are identical to federal OSHA standards. These federal General Industry standards which Virginia uses can be found at:

[http://www.osha.gov/pls/oshaweb/owastand.display\\_standard\\_group?p\\_toc\\_level=1&p\\_art\\_number=1910](http://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_toc_level=1&p_art_number=1910)

Defense: To the fullest extent permitted by law, the successful vendor shall protect, indemnify, save, defend and hold harmless MLWGS, its officers, officials, volunteers, employees, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which MLWGS and for which its officers, officials, volunteers, employees, and agents may become obligated by reason of any accident, bodily injury, death of a person or loss of or damage to tangible property, arising indirectly or directly in connect with or under, or as a result of this agreement or any negligent or wrongful act or omission by the vendor or its officers, employees, or agents.

Assignment: The vendor shall not assign or transfer by operation of law or otherwise any or all of these rights, burdens, duties or obligations without the prior written consent of the Regional School Board.

## **MISCELLANEOUS**

**Taxes:** MLWGS is exempt from paying Commonwealth of Virginia Sales and Use Tax Use Tax, Federal Excise Taxes, and any federal transportation tax.

**Waivers:** A waiver by MLWGS of any breach or failure to enforce any of the terms, conditions, or specifications of the Proposal Documents shall not in any way affect, limit, or waive the MLWGS right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof.

**Default:** If any vendor fails to fulfill any or all terms and conditions of the RFP Documents, said vendor shall be declared to be in default, and shall be subject to any and all other remedies available to MLWGS.

**Compliance with Applicable Law:** The vendor shall at all times observe and comply with all federal, state, and local laws, ordinances, regulations, and codes, including, but not limited to, the Commonwealth of Virginia Criminal Code's restriction on the presence of child sex offenders on school property and the Commonwealth of Virginia Code's restriction on tobacco use on school property.

**Assignment:** The vendor shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of MLWGS.

**Surcharges:** Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.

**CRIMINAL BACKGROUND CHECKS**

A fingerprint-based criminal background check, is required for each of the photographer's employees that will have direct contact with students. The photographer shall require all such employees to authorize such a background check, provide all necessary information, and be responsible for all fees incurred. All criminal background checks must meet the requirements of §22.1-296.2 finger printing and §19.2-392.02. National criminal background checks, Code of Virginia, including a check of the records of the Virginia Department of State Police and the Federal Bureau of Investigation, a check of the Statewide Sex Offender Database. Prior to rendering services, the photographer will provide a list of the photographers that have passed the background check.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Submittal Check List: (All required documents can be downloaded from <http://mlwgs.com/welcome-to-mlwgs/purchasing/>)

- Request For Bid Sheet MLW2022P1
- Statement of Debarment
- Sales literature with pricing for student and athletic packages
- Itemized estimate of the value of the products and services to be provided to MLWGS
- Signed RFP and documents provided
- References with contact information

END OF DOCUMENT