



# ALBUQUERQUE PUBLIC SCHOOLS

## Request for Proposal

**RFP # 19-048-RA**

**RFP Title: Supplemental - School Photography and Related Services**

### RFP Schedule

Action	Date
RFP- Issued	3/5/2019
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	03/15/19 @ 5:00pm (local time)
RFP Due Date and Time	03/27/19 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. APS Procurement Department Bid Clock is the official submission time on all bids and proposals.</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

### RFP Buyer Contact Information

Name	Rennette Apodaca
Phone Number	505-878-6112
E-mail	Rennette.apodaca@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.	

### RFP Submittal Location

Physical Address <b>(NO USPS MAIL)</b> (*for walk-in delivery or carrier service (UPS, FedEx, etc.))	US Postal Mail Address (allow 5 extra days for delivery)
Albuquerque Public Schools Attention: Procurement Dept. 6400 Uptown Blvd NE Suite 500 E Albuquerque, NM 87110	Albuquerque Public Schools Attention: Procurement Dept., City Center, Suite 500 E PO Box 25704 Albuquerque, NM 87125-0704
Ensure that the following RFP information is clearly labeled on the <b>sealed package</b> containing the RFP submission. <b>Please note: if the sealed proposal is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed bid:</b>	
<input type="checkbox"/> Offeror's <b>Business Name</b> (not an individual's name) <input type="checkbox"/> RFP Number & Title <input type="checkbox"/> RFP Due Date & Time	
<b>*APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.</b>	

### RFP Term

One (1) year contract, with option for three (3) additional one-year extensions, not to exceed a total of four (4) years.

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## **PROPOSERS' GENERAL INSTRUCTIONS**

1. **Read All Documents**: Proposers should familiarize themselves with all the documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in Request for Proposal. Proposers should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Proposer's possession and the version maintained by APS, the Proposer acknowledges that the version maintained by APS shall govern.
3. By responding to this RFP, Proposers acknowledge and agree to the terms and conditions set forth in this RFP.
4. Responses, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date.
5. Proposer shall submit one (1) original proposal, five (5) identical copies and one (1) identical electronic copy. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.
6. Any and all Proposals not received by the Proposal submission date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if Delivery Company or Delivery Service is late. It is recommended to send your proposal early.
7. APS may in its sole discretion extend the time for the submission of offers upon a finding that it is in the best interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.
8. No Addendum will be issued later than five (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal, or one which includes postponement of the due date for receipt of Proposals.
9. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District, will be borne by the Proposer.
10. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and, unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.
11. Proposers may contact **ONLY** the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Proposers **MAY NOT** contact other District Departments or employees. Any contact with a District Department or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District will be provided in writing to all Proposers by addendum; no verbal responses shall be authoritative.

12. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
13. Proposers will be allowed to withdraw their proposal at any time prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request to the Buyer and signed by the Proposer to withdraw their offer. The approval or denial of withdrawal request received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
14. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

“Agency” shall mean Albuquerque Public Schools (APS).

“Contract” shall mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean successful Offeror.

“Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” shall mean a body of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Mandatory” the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal or bid.

“Offeror” or “Proposer” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

“Purchase Order” shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

15. Submitted proposals shall not be publicly opened.
16. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
17. The District reserves the right, in its sole discretion, to waive minor informalities in offers submitted, provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived.
18. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.
19. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract or valid Purchase Order is executed.
20. The District reserves the right to add to or delete from the Scope of Work set forth in this RFP.
21. The District reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
22. The District reserves the right to discontinue negotiations with any selected Proposer.
23. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required District signature on the contract(s) resulting from the procurement has been obtained.
24. After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of an offer on which the Offeror has stamped or imprinted “proprietary” or “confidential”, subject to the following requirements.

Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

25. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired, and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS reserves the right to refuse any or all proposals and is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
26. The District reserves the right to multi award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.
27. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Proposer to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Proposer who is not a responsible Offeror, or who fails to submit a responsive offer, as defined in NMSA 1978 13-1-83 and 13-1-85.

## **TERMS AND CONDITIONS**

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP cover page.
2. **NON-APPROPRIATION:** The District’s obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
3. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
4. **TERMINATION:** Either party may terminate this contract as follows:
  - A. **Termination by the Contractor**
    1. The contractor may terminate this contract only if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance, the District fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and the District.
  - B. **Termination by the District**
    1. **For Cause**
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor’s persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
        - ii. Contractor’s violation in any substantial way of any provisions of this contract.

- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
  - i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
  - ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

5. **INDEMNIFICATION:** The Proposer shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Albuquerque Public Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Proposer's operation shall be repaired and/or restored to their original condition at the Proposer's expense.

6. **INSURANCE (If Applicable):** The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence	\$2,000,000
General Aggregate - \$1,000,000	
Product/completed operations aggregate \$1,000,000	
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

**NOTE: Certificate holder shall be:** Board of Education  
Albuquerque Public Schools

**Certificate of Insurance forwarded to:** Albuquerque Public Schools – Procurement Department  
P.O. Box 25704  
Albuquerque, New Mexico 87125

7. **AUDIT:** The District reserves the right to audit the contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District’s access to books and records of such party.
8. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
9. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools
10. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
11. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
12. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.



13. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of APS.
14. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.
15. **NO MINIMUM GUARANTEED:** APS does not guarantee any minimum work as described in scope of services or similar services related to this request for proposal.

## **PROTESTS**

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director – Procurement Department, Albuquerque, New Mexico.
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).
3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).
4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
  - A. State the reasons for the action taken; and
  - B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 19).

## **RFP SCHEDULE**

The RFP Buyer will make every effort to adhere to the RFP Schedule as noted on front cover page of this RFP. The schedule is subject to change by addendum. The evaluation committee *may* interview the Proposer(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews, if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

## **OVERVIEW**

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation’s largest school districts, covers more than 1,230 square mile geographical area. Currently, the district has 13 high schools, 12 schools of choice, 29 middle schools, 88 elementary schools plus 25 APS authorized Charter schools. APS has approximately 84,000 students and 14,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Raquel Reedy.

**Scope of Services**

**\*\*\*If you have been awarded a contract under the previous RFP 18-062 RA, you do not need to respond again. This is a supplemental RFP. \*\*\*\***

The purpose of this Request for Proposal is to establish approved qualified vendors for Photography Services and related services for Albuquerque Public Schools as per APS School Photographs and Yearbook directive issued by Board of Education. Included in the scope of services are yearbook pictures, special event or specialty photography (i.e. sports, etc.), fund raisers, individual or club sales, videos, panoramic pictures, ID badges and various portrait packages, yearbooks, etc.

The goal of the District is to achieve a combination of minimal fees and maximum convenience and quality of photographs to our students. The following services must be provided at a minimum. The responding photography service contractor may offer to provide additional useful services to the District. Any other service(s) which the contractor would want to offer the District for the length of the agreement may be provided supplementary to the proposal and clearly marked as such. Fees for any other additional services should be itemized separately in your proposal.

This RFP is specifically for school photography for school pictures that are used for student information system, student ID cards and/or possibly individual yearbook photo. Vendors can offer parents the ability to purchase photo packages of these school pictures.

Photography and related services that are not school pictures for student information system and/or student ID cards and/or possibly individual yearbook photos are not part of this RFP. APS reserves the right to make this determination, and is the sole judge for making this determination.

Yearbook staff may take photos and does not have to be an awarded vendor under this RFP.

**This RFP includes Athletic Photography for photography services for team sports.**

Photography at non-APS mandated events and/or non-APS location and/or utilizing non- APS funds may not be part of this RFP. APS reserves the right to make this determination and is the sole judge for making this determination.

**This RFP includes yearbook production, publishing and sale of an annual yearbook and/or memory book.**

Proposer should include pricing for a minimum basic yearbook and/or memory book and include pricing for additional pages, customization, color pages, cover type, binding, etc.

For Example:

<b>Basic yearbook (or memory book)</b>	\$ XX.XX each
Includes: XX pages –black and white	
Size XX inches X XX inches	
Soft cover	
XX binding	
<b>Additional Pricing for upgrade or customization</b>	
XX page – color	\$XX.XX per page
Hard cover	\$XX.XX for hard cover
ETC	

**This RFP may include specialized photography that may be offered to APS students such as high school graduation images during high school graduation ceremony.**

Please include a detailed description of specialized photography services provided with your proposal. Ensure to include all information that is requested for evaluation. Please see evaluation criteria of RFP.

**Fall Pictures (All Schools)**

1. Preprinted sales flyers are to be provided by the contractor to be distributed by schools.
2. Every child is to be photographed; regardless of portrait picture package purchase.
3. A minimum of three (3) portrait picture packages should be made available to all students. At least one (1) portrait picture package should be priced available to families of lower socio-economic status. Contractors can also offer ala carte purchases and sibling packages. Please provide information if your company provides discounts to the families of students who qualify for the free or reduced national school lunch program.
4. Contractor should provide enough photographers to complete services in one day per school (elementary and middle).
5. Fall pictures should be completed and distributed to students within 60 days after the first (1st) day of school.
6. A make-up day shall be required. Please submit re-take policy with your submitted proposal.
7. Provide families the opportunity to pay utilizing different methods such as via credit card, check, money order, order by phone or order and pay online.

**Student Identification Badges (All Schools)**

1. Complimentary student identification cards should be provided for all students and school staff. These identification cards should contain the student's photograph, student's name, grade level, school year and student number (APS will provide).
2. Provide list of all bar code systems your ID cards are compatible with. Barcode maybe used for library, cafeteria, transportation, etc
3. The District is requesting thick, hard plastic (credit card like) material for the ID cards. Provide list of different materials on which you can print ID cards.
4. No student ID's in Elementary Schools.

**Student Information System information (All Schools)**

See attachment memo from Office of Accountability & Reporting for requirements.

**Spring Pictures (Elementary Schools and Middle School ONLY)**

1. Every child is to be photographed that either pre pays or if school request a proof program.
2. If school requests a proof program, each student must be provided with a sample/proof for consideration of purchase and the sample/proof does NOT need returned to the contractor or district.
4. Contractor should provide enough photographers to complete services in one day per building.
5. Provide group picture for each elementary classroom. This classroom photo may include the students' names if the school requests it. Provide pricing for this item in proposal and pricing should take into consideration families of lower socio-economic status. Please provide information if your company provides discounts to the families of students who qualify for the free or reduced national school lunch program.

## **Yearbook/Memory Book (All Schools)**

1. Proposals should include information pertaining to the sale and production of an annual yearbook/memory book.
2. Specifications and pricing for an annual yearbook/memory book should be provided. Pricing should take into consideration families of lower socio-economic status. Please provide information if your company provides discounts to the families of students who qualify for the free or reduced national school lunch program.
3. A timeline for the production of the yearbook/memory book should be included. Yearbook/memory books should be completed and distributed to students on or about May 1 of each year.
4. The photographer must agree to meet with yearbook advisor of school to coordinate deadlines and other pertinent information regarding the annual yearbook and photographs.

## **Senior Class Portrait for Yearbook**

1. Seniors will be photographed over the summer at local studio or agreed upon location.
2. Vendors will provide senior portrait for the yearbook in color at no charge to school.
3. Senior portraits must be provided to yearbook advisor on CD (or latest compatible technology, i.e. online access).

## **High School Underclass program**

1. See Fall Pictures (all)
2. A yearbook CD-Rom (or latest compatible upload technology i.e. online access) must be provided to the yearbook advisor after the final retake date, including students in grades 9 through 11 and staff members that are photographed.

## **Athletic Photography**

1. Proposals should include photography services for team sports pictures for all Sports Teams: Fall, Winter, and Spring Sports, including Cheerleading. These pictures will be utilized in the yearbook/memory book.
2. Universal flyers for all athletic photography sessions are to be provided by the contractor.
3. The photographer must agree to meet with the athletic director to coordinate deadlines and other pertinent information regarding the athletic photography.
4. A complete listing of athletic teams, by season, schools can provide listing of athletic programs by school.

## **RFP Vendor Requirements**

1. Vendor must have a minimum of three (3) years of verifiable successful experience providing Photography Services and ID services to K-12 schools. It is highly desirable that vendors should have a minimum of three (3) years of verifiable, successful, experience providing photography services and/or related services to K-12 schools. Vendor can provide non K-12 schools professional photography and related experience for consideration. APS reserves the right to consider this non K-12 professional photography experience.

## 1. Fingerprints and Background Checks

**Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1)** New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) must complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees who will have unsupervised access working in proximity to students will be required to complete the finger printing process every two (2) years.

Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or a cashier's check or money order.** Cash and personal checks are not acceptable.

2. Vendor must utilize professional equipment (cameras, barcoding equipment, hardware/software, lightning, backgrounds, etc.) suitable for high-quality, high volume, fast-turnover school photography. Vendor must possess specialized software to store / distribute images on CDs in PSPA format for yearbook and synergy for student information system. Industry-standard methods for proper disposal of images and student information are required.
3. The Vendor can only accept assignments from APS schools and must only negotiate contract terms and conditions with the principals of each school they intend to service. Contractor cannot accept assignments directly given by school staff or others affiliated with the school without the authorization and expressed consent of the school's principal.
4. Photographer will first meet with the principal, school administration and any other involved parties (PTA, etc.) to discuss details of the photography sessions. Date(s) and time(s) will be mutually agreed upon between the parties. Set-up space with suitable electrical service which can accommodate the required number of cameras, lighting, computers, photographers, and students will be assigned. Any additional photographers or studio personnel will be identified and cleared for access to the campus. Contact person(s) for student inquiries and volunteer(s) for the shoot date will also be identified. It is strongly suggested that all aspects of the picture-taking process be thoroughly discussed and agreed upon beforehand. Reorder dates, commission percentages, and provision for timely payment of commission check, refund policy, guaranteed delivery date of finished product, number of exposures to be taken of each student, yearbook deadlines (if applicable, photographer will be expected to fully cooperate with yearbook vendor) and other considerations such as payment of associated late fees must all be addressed at the pre-session meeting. The photographer will also be provided with class lists, enrollment figures, scholarship or special award information, if needed, in a timely manner.

5. In accordance with Board of Education School Photographs and Yearbook Directive, the photographer must respond to this or subsequent RFPs in order to be considered for work in the District. Failure to respond to this RFP may exclude any potential Photography Services Offeror from working with any APS school for the duration of the contracts awarded as a result of this RFP.
6. Any contract presented to the principal must be reviewed and approved by the Procurement Department prior to signature. APS reserves the right to implement a standard contract form if the proposed by the photographer should prove to be unsatisfactory. *Provide a copy of the contract that you intend to provide to the schools with your submitted proposal.*

Vendor contract (Photography, yearbook, etc) shall have two signature lines for Principal of School or appropriate APS District staff and Procurement Department. Vendor should not perform services until both signatures are obtained on the contract.

7. Photographers will advertise the specifics of the upcoming photography sessions in a prompt manner which will allow students and teachers enough time to plan for the specified day and time. Flyers, posters, brochures, etc., appropriate for the student age group will be provided at the expense of the photographer and brought to the school in sufficient quantities to cover distribution to the population. The photographer will not mail this type of literature to the student. The school will make readily accessible space available for general distribution and/or allow handouts in the classroom. The provided information will specify that checks and money orders are to be made payable to the photographer. It will also include a thorough description of the various picture selections available, the cost of each as well as a definitive statement of the photographer's retake policy, sitting fees or any additional charges, etc. Note that it is not mandatory for any student to have his or her picture taken, whether for the yearbook or for any package.
8. If a school or a photographer should have a complaint against the other, those concerns will be addressed by the Procurement Department with the photographer and school personnel equally represented.
9. Commission is defined as the percentage of the gross after the tax is deducted. This means that the photographer will not first deduct processing costs, profits or any other portion of the cost of the photography prior to computing any commission check. The photographer will be responsible for the payment of any taxes due as a result of this contract.
10. Photographers will not be expected to furnish free supplies for use in darkrooms, yearbook production, and the like. Photographers may offer to sell such items to a school at reduced cost, reimbursement for freight etc. or to add a nominal handling charge. The school may also purchase from other sources and is not limited to an exclusive agreement with any photographer for the purchase of these products. No cameras or similar equipment are to be loaned to the school. Such items are expensive and there are no insurance provisions for loss or damage. If this provision is ignored, the loss or damage of any such item will be the personal responsibility of the individual involved.
11. Some I.D. cameras, laminators, cutters, etc. may be at a school site as a result of previous contracts. As a part of this proposal, any photographer with such equipment still in the field will be asked to identify it by location, piece, and serial number, general condition and the supplies required to operate the item. Depending upon the condition of the equipment and the needs of the school, APS may wish to purchase the used equipment, purchase new equipment, rent the used equipment from the owner or rent from another source or use no equipment.

## **Question and Answers**

- 1. Are we going to get teachers names in order to organize the photos for distribution to students/parents?**

Response: Yes, Office of Accountability & Reporting, Student Information Systems will be able to assist with this issue.

- 2. When will the yearbook be complete?**

Response: As per the RFP, on or around May 1<sup>st</sup>. The yearbook vendor should work with the school on a timeline to accomplish this delivery date.

- 3. What are the repercussions for APS schools not using the list of contracted school photographers?**

Response: This would be an internal personnel issue and would be reported to APS personnel supervisor.

- 4. Preferred vendors can photograph on and off campus?**

Response: Photography at non-APS mandated events and/or non-APS location and/or utilizing non- APS funds may not be part of this RFP. APS reserves the right to make this determination and is the sole judge for making this determination.

**EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue.

**\*\*\*The Offeror should contact Buyer for clarification of evaluation criteria or terminology\*\*\***

	Possible Points	Points This RFP
<p><b>Company Qualifications</b> Submit detailed information describing your company’s qualifications providing school photography and related services to K-12 schools. Include information on the extent the company demonstrates the ability to meet all requirements of RFP. Include information regarding the company submitting the proposal.</p>	10	
<p><b>Company Experience</b> Submit detailed information describing your company’s experience providing school photography and related services to K-12 schools. Include number of years providing service, contact person name, contact person telephone number and contact person email address.</p>	15	
<p><b>Assigned Personnel to APS</b> Submit information of local representative that will handle or manage all aspects of the account. Include information of photographers that will be assigned to the schools.</p>	10	
<p><b>Approach to Services Provided</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 amount of disruption to the students and the school. Include the number of cameras, procedures for identifying students, etc. If providing yearbook/memory book services include information on approach to provide services.</p>	15	
<p><b>Customer Service</b> Describe in detail company’s guarantee policy, company’s re-take policy Describe the method of payments that your company accepts for portrait picture package. Describe how parents can contact company and company’s escalation process for problems or complaints. Describe how your company provides great customer service to District and parents.</p>	15	
<p><b>Pricing: Portrait Picture Package (s), Yearbook, memory book</b> Submit detailed information stating your company’s portrait picture package offered. Submit pricing for other services; yearbook, memory book, etc.</p>	10	
<p><b>Contract Renewal Prices</b> If the District chooses to renew the contract, list the maximum percentage increase in prices over the 2019-2020 prices. See Form A</p>	10	
<p><b>Added Value</b> Provide information of added value to District. This includes revenue sharing commission, complimentary packages, etc.</p>	10	
<p><b>School Contract</b> Provide a copy of the contract that you intend to provide to the schools with your submitted proposal.</p>	5	
<p><b>Total Possible Points</b></p>	<b>100</b>	
<p><b>New Mexico Resident Business Preference:</b> Five percent of the total possible points to a resident business.</p>	5	



Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.		
<b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business. To qualify an Offeror must include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department, and NM Tax & Revenue documentation of annual business revenue. <ul style="list-style-type: none"> <li>10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	10	
<b>Total Possible Awarded Points</b>	<b>100-110</b>	

**Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the Buyer.

### **SUBMITTAL REQUIREMENTS**

***(For ease of evaluation, Proposals should be formatted in the order as listed below)***

The Offeror is particularly encouraged to address all points that will be evaluated as described herein, in each point of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

**Your response should not exceed approximately 80 (eighty) single sided pages.** The page limit does not include: front and back cover, Table of Contents, any required attachments, and blank dividers.

**Proposal shall include:**

1. Letter of transmittal -
2. Company Qualifications – See evaluation criteria and provide other information to demonstrate qualifications that proposer deems important.
3. Company Experience - See evaluation criteria and provide other information to demonstrate experience that proposer deems important.
4. Assigned Personnel to APS- see evaluation criteria and provide other information that proposer deems important.
5. Approach to Services Provided
6. Customer Service
7. Pricing: Portrait Picture Package, Yearbook, Memory book, and other services
8. Contract Renewal Prices
9. Added Value
10. School Contract
11. Attachments: All documents should be signed: Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form, Acknowledgement of Addendums, Copy of New Mexico Resident or Veteran Resident Certificate, Form A – Contract renewal pricing.

**LETTER OF TRANSMITTAL FORM – Submit with your proposal**

Item #1 to 4 EACH **MUST BE RESPONDED TO**, Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.**

1. Identity (Name) and Mailing Address of the submitting organization:


2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Terms and Conditions Governing the Procurement.
- I acknowledge receipt of any and all amendments of this RFP.

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

\_\_\_\_\_  
Date

## **PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST**

Please submit your completed proposal, including the following items.\* Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

- Letter of transmittal, **SIGNED**
- Information related to all evaluation criteria**
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate – if applicable
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>
  
- The following RFP information must be clearly labeled on the **outer envelope of your sealed proposal.**  
**Please note: If you put your sealed proposal inside a FedEx, UPS, etc. envelope, all of this information must also be written and visible on the outermost envelope** of your sealed proposal:
  - Offeror's Business Name** (not an individual's name)
  - Bid Number & Title:
  - Due Date & Time:
  - Proper Delivery Address (see cover page)

*\* If items are not completed as required, your proposal may be deemed non-responsive.*

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s); \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**– OR –**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

\_\_\_\_\_  
Offeror Business Name

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

**Signature:** \_\_\_\_\_

**Name of Person Signing (typed or printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Company (typed or printed):** \_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**ALBUQUERQUE PUBLIC SCHOOLS  
TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date

## Form A- Submit with your Proposal

### Contract Renewal Prices

If the District chooses to renew the contract, list the maximum percentage increase in prices over the 2019-2020 prices.

School Year	Maximum percentage of increase in prices over 2019-2020 prices
2020-2021	_____ %
2021-2022	_____ %
2022-2023	_____ %
2023-2024	_____ %

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**This RFP includes yearbook production, publishing and sale of an annual yearbook and/or memory book.**

Proposer should include pricing for a minimum basic yearbook and/or memory book and include pricing for additional pages, customization, color pages, cover type, binding, etc.

For Example:

<b>Basic yearbook (or memory book)</b>	\$ XX.XX each
Includes: XX pages –black and white	
Size XX inches X XX inches	
Soft cover	
XX binding	
<b>Additional Pricing for upgrade or customization</b>	
XX page – color	\$XX.XX per page
Hard cover	\$XX.XX for hard cover
ETC	