

Attachment A – Vendor Responsibilities

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.
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. Pictures must be delivered organized by class for distribution by teachers.
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.
8. A yearbook or memory CD-Rom (or latest compatible upload technology i.e. online access) must be provided to the yearbook/memory book advisor after the final retake date and staff members that are photographed at no additional charge to the school.

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). Student IDs must be delivered organized by class for distribution.
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.

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 school (elementary and middle)
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.

6. Pictures must be delivered organized by class for distribution by teachers.

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.

5. The yearbook/memory book is a separate service from school photographer and does not have to be purchased from the school photographer. The School photographer can offer this service but it is up to each individual school if they choose to purchase the yearbook/memory book. If they choose this option, it must be documented in the individual school contract.

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 at no additional charge to the school.

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.
2. 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.

3. 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.
4. 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.
5. 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.

6. 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.
7. 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. Please note: There must be a written contract in place prior to taking pictures; no handshake agreement or verbal understanding.**
8. 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.
9. 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.
10. 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. The commission check must be provided to the school within thirty days of photographer of

receiving payment from the purchaser. The commission check must have break down of how the commission was calculated such as (X percentage of X sales) and number of packages sold/ or yearbooks sold/or other as identified in contract.

11. 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.
12. 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.