



**Fallbrook Union Elementary School District  
Accounting Department  
321 Iowa Street  
Fallbrook, CA 92028  
(760) 731-5434  
(760) 728-5390 Fax**

**RFP # 388-19-20  
School Photography Services**

Proposals Due: May 6, 2020

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**RFP No. 388-19-20**

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**NOTICE  
REQUEST FOR PROPOSALS  
School Photography Services  
RFP #388-19-20**

NOTICE IS HEREBY GIVEN that the Fallbrook Union Elementary School District ("District"), acting by and through its Board of Education **will receive up to, but not later than 10:00 a.m. on May 6, 2020 sealed proposals for the award of contracts for the following:**

**SCHOOL PHOTOGRAPHY SERVICES**

**RFP #388-19-20**

Such proposals shall be electronically delivered to Melissa Lawrence at [mlawrence@fuesd.org](mailto:mlawrence@fuesd.org). It is the sole responsibility of the proposer to ensure that the proposal is received by the District prior to the deadline. The District will not receive proposals after the time and date set above and any late proposals will be deemed non responsive and returned unopened. The RFP documents can be located at the District's website <https://www.fuesd.org/proposals/> .

Each proposal must conform and be responsive to this invitation and all other documents comprising the Contract.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items within a proposal, or to waive any irregularities or informalities in the proposals or in the proposal process.

Small, women-owned, minority-owned, and firms owned and controlled by disabled veterans and/or other disabled persons are encouraged to submit responses to this Notice to Proposers.

No proposer may withdraw his proposal for a period of sixty (60) days after the date set for the opening of proposals.

**SCOPE OF SERVICES**  
**School Photography Services**  
**RFP No. 388-19-20**

**INTRODUCTION**

The Fallbrook Union Elementary School District ("District") seeks a company ("Contractor") to provide District-wide photography services, as further explained below. The District requires the photography services at the following school sites (each a "Site" and collectively the "Sites"):

William H Frazier Elementary School	1835 Gum Tree Lane Fallbrook, CA 92028	Kindergarten – 6 <sup>th</sup> Grade
Fallbrook Street Elementary School	405 West Fallbrook Street Fallbrook, CA 92028	Kindergarten – 6 <sup>th</sup> Grade
Live Oak Elementary School	1978 Reche Road Fallbrook, CA 92028	Kindergarten – 6 <sup>th</sup> Grade
La Paloma Elementary School	300 Heald Lane Fallbrook, CA 92028	Kindergarten – 6 <sup>th</sup> Grade
Mary Fay Pendleton Elementary School	110 Marine Drive Oceanside, CA 92058	Kindergarten – 8 <sup>th</sup> Grade
San Onofre Elementary School	200 Pate Road San Clemente, CA 92672	Kindergarten – 8 <sup>th</sup> Grade
Potter Junior High School	1743 Reche Road Fallbrook, CA 92028	7 <sup>th</sup> & 8 <sup>th</sup> Grade
Iowa Street Home Education School	321 Iowa Street Fallbrook, CA 92028	Kindergarten – 8 <sup>th</sup> Grade
Santa Margarita Academy	400 West Elder Street Fallbrook, CA 92028	7 <sup>th</sup> & 8 <sup>th</sup> Grade

Contractors should examine all RFP documents, requirements, and specifications of the proposed agreement.

**PHOTOGRAPHY SERVICES**

Contractor shall provide all necessary labor and resources, including but not limited to personnel, equipment, materials and supplies to provide photography services to the District.

1. **General Requirements** – In providing the photography services, Contractor shall do all of the following:
  - a. Ensure that cameras are set up in a way that guarantees photo head sizes are uniform;
  - b. Provide a variety of color backdrops from which each individual Site may choose;
  - c. Provide risers to accommodate for photos being taken in an area without steps or stairs;
  - d. Provide a cash box and receipt booklet for day-of cash transactions. Contractor must have the ability to make exact change. Contractor

must provide receipt for transaction. Receipt must reflect name of Contractor, specify portrait package purchased, amount of cash received and be signed by a Contractor employee authorized to verify such transaction;

- e. Provide disposable combs for each student at each school site. Combs may not be reused;
  - f. Guarantee all portraits 100% by retake or refund;
  - g. Arrive on-site prior to scheduled photography time in order to professionally and adequately set-up equipment;
  - h. Provide all support personnel to organize and maintain the picture taking process and collection of monies;
  - i. Provide a sufficient number of photographers as may be determined and coordinated with the school to facilitate processing the expected number of students and faculty in a timely manner;
  - j. Provide quality still photographs of each student, faculty and staff;
  - k. Maintain the confidentiality of all personal information obtained as a result of providing services under this resulting contract. Personal information includes, but is not limited to: name, address, phone numbers, work/school location, photographs, etc. Contractor shall not release, disclose, sell, distribute or otherwise use any District Board staff member's, teacher's, parent's and/or student's personal information; and
  - l. Ensure that all employees/representatives are neat and professional when visiting the Sites. Contractor employees/representatives shall wear a company badge/ID at all times and shall check-in at the front office for each visit.
2. **Individual Portrait Packages** – Contractor shall offer several standard portrait packages ("Packages"), from which students may choose a package to purchase. Students are not required to purchase a Package.
  3. **Fall Picture Day** – All District Sites, except Potter Junior High, shall schedule one (1) fall picture day ("Fall Picture Day") with the Contractor. Contractor shall endeavor to provide each Site with its first choice of date.
  4. **Potter Junior High Picture Days** – Potter Junior High requires two (2) Fall Picture Days which shall be held at its Registration Fair in July 2020. Potter Junior High staff shall confirm the specific dates of the Registration Fair with Contractor. Contractor shall bring a minimum of three (3) camera set-ups to each of these Fall Picture Days and shall provide staff all day on both days to take student pictures.
  5. **Original Portraits** – Fall Picture Day Packages must be delivered to each District Site before the respective site's portrait make-up day (as defined herein). This will ensure that parents have the option and ability to have portraits retaken, if they so desire, at no additional cost.
  6. **Makeup Portrait Day(s)** – Each Site, except Potter Junior High, requires one (1) portrait makeup day ("Make-up Day"). Potter Junior High requires two

(2) Make-up Days. Contractor shall coordinate and schedule such portrait Make-up Days with each Site. In coordinating such Make-up Days, Contractor shall identify students that did not attend the respective Site's Fall Picture Day and shall provide a list of such students to each the Site to ensure those students attend the Make-up Day. Students who were photographed at the Fall Picture Day may also have their photo retaken at the Make-up Day, if they so desire, at no additional cost.

7. **Composite Class Picture or Group Picture** – A composite class picture ("Composite") or group class photo ("Group Photo") will be made available as part of all Packages. Each Site will pick either a Composite or Group Photo when the Site schedules its Fall Picture Day with Contractor. For a Site that chooses the Group Photo option, the Site shall determine the location for the Group Photo. If Contractor determines that Site's chosen location will not work, then Contractor and Site must agree on next location. Any Group Class photo prepared by Contractor pursuant to this section must be a photo larger than 5" x 7" and must be on an 8" x 10" sheet of paper. The name of each student, teacher, grade, principal and Site must be on the Composite or Group Photo. Delivery of Composites and/or Group Photos shall occur after Make-up Days to ensure that all students are accounted for in such photos.
8. **Multiple Class Picture Option** – Contractor shall guarantee the ability to have a child's picture added to multiple Composites.
9. **Free Class Photo** – Contractor shall provide a free Composite or Group Photo to all students that do not order a Package.
10. **Proofing** – Prior to delivering Composites or Group Photos to a Site, Contractor shall provide the Site with proofs of the Composites or with lists of names of students in the Group Photos. The Site shall then check the spelling of student names, identify any missing students and verify students are in the correct class. Proofs can be submitted on regular paper.
11. **Staff Composite Picture** – Contractor shall offer a composite staff picture or group photo for staff members (collectively, "Staff Photo") free of charge. Sites must request the Staff Photo from Contractor when Site schedules its Fall Picture Day. Any Staff Photo prepared by Contractor pursuant to this section must be a photo larger than 5" x 7" and must be on an 8" x 10" sheet of paper.
12. **Complimentary Photo Packages** – Contractor shall offer complimentary Packages to faculty and staff members who have their photos taken during Fall Picture Days or Make-up Days.
13. **Principal Album** – For each Site except Potter Junior High, Contractor shall provide one (1) album that includes the names and photos of all students and staff at the Site ("Principal Album"). For Potter Junior High, Contractor shall provide four (4) Principal Albums. Principal Albums must be delivered

within one (1) month of the respective Site's Fall Picture Day. Contractor shall provide additional pages that include names and photos of all students and staff that missed the Fall Picture Day within one (1) month after Site's Make-up Day, as necessary.

14. **Superintendent Album** – Contractor shall provide a master album for the Superintendent's office ("Superintendent Album"). The Superintendent Album must include names and photos of all District students and staff, sorted by Site. The Sites shall be identified by separated tabs within the Superintendent Album. Contractor shall deliver the album to the Superintendent's office within one (1) month after the last Site's Make-up Day.
15. **Cumulative Folder Pictures** – Contractor shall provide a minimum of two (2) photos, with peel and stick backing, of each student ("Cumulative Folder Photos") for the District's student cumulative folders. Cumulative Folder Photos must (1) include the name and grade of the student at the bottom of the photo, and (2) be perforated for ease of separation. Contractor shall sort Cumulative Folder Photos either by grade level or alphabet, per each Site's request. A strip for each student will also be provided from make-up days, sorted by teacher's name. Cumulative Folder Photos must be delivered at the same time as the Principal Album. Contractor shall provide additional Cumulative Folder Photos of all students who missed the Fall Picture Day within one (1) month after Site's Make-up Day, as necessary.
16. **Board Member Pictures** – Contractor shall provide individual photos and/or a group photo of the District's Board Members. Such photos shall be taken before a regularly scheduled District Board Meeting, which meetings typically begin at 6:00 P.M. The Superintendent's Executive Assistant shall work with Contractor to choose a specific date and time that accommodates both Contractor and the District's Board Members.
17. **Pricing** – The pricing of the Packages presented to students at the Fall Picture Days and Make-up Days shall be the same as the pricing included in the proposal to the District. Contractor may make a written request to the District to change the Packages. District reserves the right to refuse any such request.
18. **Portrait Day Fliers** – Contractor shall create Fall Picture Day promotional fliers ("Fliers") that will be passed out at the Sites. All Fliers must be proofed and approved by District before Contractor may distribute the Fliers to the Sites. The Sites will work with Contractor to arrange a Flier delivery date.
19. **Fundraising** – There will be no fundraising in connection with this agreement.
20. **CD Rom** – Contractor shall provide three (3) CD Rom's to each Site. The CD Rom's shall contain the photos from the respective Site's Fall Picture

Day and Make-up Day, as well as software that can produce certificates, class rosters, attendance sheets, seating charts, field trip labels and additional information. CD Rom's shall be compatible with MAC or PC platforms, and Contractor shall provide tech support for the software. CD Rom must be delivered to each Site within two (2) weeks after the respective Site's Fall Picture Day. Contractor shall provide a second set of CD Rom's to each Site within two (2) weeks after the respective Site's Make-up Day.

21. **Delivery** – Contractor shall deliver Packages, sorted by class, to the corresponding Site at which the photos were taken. If a student orders multiple Packages in separate envelopes and with separate payment, then those Packages must be delivered in separate envelopes for each individual order.
22. **Base School Delivery** – Packages, including the Composite or Group Photo, shall be delivered to Mary Fay Pendleton and San Onofre School by November 30.
23. **Qualified Staff** – Contractor shall employ qualified photographers that have experience working in a school environment.

#### **ADDITIONAL REQUIREMENTS**

1. **Spring Pictures** – Contractor shall offer an optional spring portrait program ("Spring Picture Day") to all Sites. Students of participating Sites are not obligated to buy Spring Picture Day photos.
2. **Promotion Pictures** – For Iowa Street Home Education School and Potter Junior High, Contractor shall provide pictures of the students as they receive their promotion certificates, on a date to be specified by Iowa Street Home Education School and Potter Junior High. Students are not obligated to buy promotion pictures.
3. **School ID Cards** – For Iowa Street Home Education School and Potter Junior High, Contractor shall provide hard card student identification cards, with the custom school logo, student name, teacher name, grade, and identification number imprinted on the card. Such cards shall be created and issued the same day as Fall Picture Day. Contractor shall include a bar code on such cards if a Site so requests. All Sites may request Contractor to provide soft card student identification cards, with the custom school logo, student name, teacher name, grade, and identification number imprinted on the card, to be created and issued the same day as Fall Picture Day. Contractor shall provide such soft card identification cards to any Site that so requests.
4. **Other Group Photos** – If any Site so requests, Contractor shall provide a group panoramic photo of the Site's entire student body and/or 6<sup>th</sup> grade class and/or 8<sup>th</sup> grade class. Such photos shall be taken by February 28<sup>th</sup> of the



then-current school year and delivered to the Site by March 15<sup>th</sup> of the same year. Contractor shall provide such photo on a CD Rom that is compatible with a MAC and/or PC platform.

5. **Mandatory Meeting** – Following the award of the contract, Contractor, District and Site staff shall meet to discuss the responsibility of all parties involved.

**CONDITIONS**  
**School Photography Services**  
**RFP No. 388-19-20**

1. **FORMS.** Proposals shall be written in ink or by typewriter before submission. Proposals are to be verified, as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. Before submitting a proposal, proposers shall carefully examine this Request for Proposals ("RFP"). No allowance will be made because of lack of such examination or knowledge. Any proposal received after the scheduled closing time for receipt of proposals, shall be returned to the proposer unopened.
2. **NAME OF COMPANY.** Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.
3. **ASSIGNMENT OF CONTRACT.** No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior written approval of the District. The Contract shall not be, in whole or part, subcontracted by Contractor to any entity. The Contract shall be awarded to one sole Contractor.
4. **PRICES.** Prices shall be calculated when submitted. Prices must be typewritten or in ink, and no tax shall be included in the prices quoted. Prior to proposal opening, corrections may be inserted; however, changes must be initialed, in ink, by the person signing the proposal or by his authorized representative.
5. **ADDENDA OR BULLETINS.** Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents issued to the proposer for the preparation of the proposal shall be covered in the proposal and shall be made a part of the Contract.
6. **WITHDRAWAL OF PROPOSALS.** Any proposer may withdraw his proposal, either personally or by a written request, at any time prior to the scheduled time for opening of the proposals, but not after.

7. **REJECTION OF PROPOSALS.** The District reserves the right to award the contract to the highest scoring responsive and responsible proposer best meeting specifications and proposal requirements, as evaluated and scored based on the two factors described below.

**A. Price**

The District will evaluate the Package prices proposed by the proposers.

**B. Ability to Provide Services**

Overall ability of a proposer to provide the requested services for the District. This involves evaluating criteria such as, but not limited to:

- ❖ Experience of Proposer in Providing School Photography Services
- ❖ Management Capability
- ❖ Financial Condition

The final score on this item will be determined holistically by looking at the proposer's total ability to provide the services, in the District's sole discretion.

The District shall take into account the performance of the proposer with respect to any recent contract(s) with the District and other school districts. The Governing Board, however, reserves the right to reject any one or all proposals, to waive informalities in the proposals, to judge the merit and qualifications of the material, equipment, and services offered, and to accept whatever proposal is deemed to be the best scoring proposal meeting all the criteria specified in the RFP. The District will independently evaluate all proposals and individually issue any awards or rejections.

8. **WITHDRAWAL OF PROPOSALS AFTER OPENING.** No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.

9. **AGREEMENT.** The form of agreement, which the successful proposer, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the proposer. The Agreement will be executed in two (2) original counterparts. The complete "Contract" consists of the following documents: Notice to Proposers, Scope of Services, Conditions, Proposal Form, Certificate Regarding Worker's Compensation, Certificate Regarding Criminal Record, Non-Collusion Affidavit, Certificate Regarding Tobacco Use, and Agreement, including all addenda or bulletins. All of the above documents are intended to cooperate and to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice

versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Contract.

10. **DEMONSTRATIONS.** If the District considers a need, proposers shall be required to arrange demonstrations of items or services proposal. Failure to be able to provide such working demonstration may disqualify the proposer's proposal submittal. Unless otherwise required by the District, proposers shall be required to provide the requested demonstrations at the District's facility. All demonstrations shall be provided free of charge to the District.
11. **LIQUIDATED DAMAGES.** If any photos must be retaken because Fall Picture Days or Make-up Days are not processed correctly due to bad film, faulty equipment, or Contractor's negligence, the agreed liquidated damages to be paid by Contractor to District is Two-Hundred Dollars (\$200.00) per day for each calendar date required of instructional time to have re-takes performed.
12. **INSURANCE.** Contractor shall be required to maintain (1) Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate, a \$2,000,000 Premises/Operations Aggregate and a \$2,000,000 General Aggregate Limit (2) Comprehensive Auto Liability Insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, (3) Personal and Advertising Injury Liability Insurance in the amount of \$1,000,000 per occurrence and in the aggregate, and (4) Worker's Compensation coverage in the minimum statutory amounts. Proof of such insurance will be required prior to execution of an Agreement, and, with the exception of the worker's compensation insurance, the District, its officers, agents, and employees must be named as an additional insured.
13. **TERM OF AGREEMENT.** The period of the performance under this contract will be for twelve (12) months from the date of Board Approval. The term of this agreement may be extended by up to four (4) additional (1) year increments, which the District may exercise at its sole discretion.
14. **HOLD-HARMLESS CLAUSE.** Proposer shall indemnify and hold the District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including attorney's fees) of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted invention, article or appliance furnished or used under this quotation.

15. **TOBACCO-FREE DISTRICT.** The District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

16. **INDEPENDENT CONTRACTOR STATUS.** The District shall view the legal position of the proposer as an "independent contractor" and that all persons employed by the proposer to furnish services are employees, agents or officers of the proposer and not of the District. The District shall not be liable for any of the Contractor's acts or omissions performed under the contract to which the proposer is party. The proposer will complete IRS form W-9 providing taxpayer identification number and also indicate whether the proposer is a corporation, sole-proprietor, partnership, individual, etc. The form must be on file with the District within sixty (60) days from the date for the Contract start date.

Contractor shall be free to contract for similar services to be performed for other employers while he/she is under contract with District. Contractor is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District may provide for its employees. District and Contractor acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. District and Contractor agree that (a) Contractor will remain free from the control and direction of the District in connection with the performance of the photography services; (b) the scope of work contemplated by this agreement is outside the usual course of the District's business; and (c) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the services performed under this agreement. Notwithstanding the provisions of Section 2750.3, Contractor desires to maintain independent contractor status in relation to the Services provide for the District hereunder.

Contractor certifies that it shall not subcontract any of the services provided in accordance with this Contract and shall indemnify and hold harmless the District, its governing board, trustees, officers, agents, representatives, employees and volunteers from all employment related claims arising out of the employment relationship between the District and Proposer or its sub-contractors or employees, including claims of misclassification under Labor Code section 2750.3.

17. **TERMINATION.** The Contract may be terminated by the District without cause upon thirty (30) days' written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

**18. FINGERPRINTING REQUIREMENTS.** The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to this agreement, Contractor's employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to the agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice together in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1. Contractor shall not permit any employee to perform services who may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the Governing Board of the District to the attention of Melissa Lawrence, Accounting Specialist, 321 Iowa St, Fallbrook, CA 92028, that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils.

Contract shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by the Contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

**19. SUBMISSION OF DOCUMENTS BY SUCCESSFUL PROPOSER.** Ten (10) working days from the notification by the District to the awarded Contractor are allowed for the successful proposer to submit additional data required in the proposal documents (i.e. proof of insurance, fingerprinting certification). It is believed this is sufficient time to fulfill the District's proposal requirements prior to the commencement of the Contract. If the successful proposer does not comply with the requirements, consideration must be given to the next lowest proposer.

20. **NON-DISCRIMINATION.** It is the policy of the District's Governing Board that in connection with all work performed under Contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735.

21. **COMPLIANCE WITH LAWS.** The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the services in this proposal, and in particular, such laws pertaining to safety.

**PROPOSAL FORM**  
**School Photography Services**  
**RFP No. 388-19-20**

**Cover Letter**

Each proposal should include a cover letter introducing the Contractor. The cover letter should include:

- Identification of core team
- Names of contact person, phone number and fax number
- Summary of Contractor's history and projects most relevant to the District's project

**Company Overview**

The following information should also be included in the cover letter:

- Company name
- Company mailing address
- Company phone number
- Company fax number
- Contact name and title
- Date
- Signature

**Qualifications of Proposer**

Responses shall demonstrate the Contractor's overview of the project and indicate the project's complexity as well as the Contractor's ability to resolve inherent project problems. All work proposed to be completed by the Contractor must be clearly outlined. If any of the work is being wholly or partially fulfilled by stated subcontractor(s), it must be noted in the proposal response.

**Packages and Prices**

The proposal shall include a description of the different portrait packages that Contractor will provide to students and staff for purchase. The proposal shall also indicate the price of each such package.

**Contractor's Background**

Contractor must provide a company profile. Information provided should include:

- Company ownership: If incorporated, the state in which the company is incorporated and the month/date of incorporation
- Location of the company offices, local and headquarters, if different
- Number of employees both locally and nationally
- Location(s) from which employees will be assigned
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this request for proposals ("RFP")
- Company background/history
- Why Contractor is qualified to provide the services described in this RFP
- Length of time Contractor has been providing services described in this RFP
- Resumes and/or job descriptions of key staff responsible for performance of any contract resulting from this RFP



**WORKER'S COMPENSATION CERTIFICATE**  
**School Photography Services**  
**RFP No. 388-19-20**

(To be executed by proposer and submitted with proposal)

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall sign and submit the following certificate with the written proposal:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any work under a contact with the District."

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Company

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Authorized Officer or Agent

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Date

**CRIMINAL RECORDS CHECK CERTIFICATION**  
**School Photography Services**  
**RFP No. 388-19-20**

To the Board of Education of Fallbrook Union Elementary School District:

I, \_\_\_\_\_, certify that:

1. I have carefully read and understand California Education Code Section 45125.1 applies to contracts for the provision of photography services to the District. Section 45125.1 requires that individuals who will come into contact with pupils of a school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice ("CDOJ") and Federal Bureau of Investigation ("FBI") for a criminal records check. No such individual with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the District. This certification does not grant such approval.

2. Due to the nature of the work \_\_\_\_\_ will be performing for the District; company employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the CDOJ and FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_ (date).

\_\_\_\_\_

Signature

Company Name

\_\_\_\_\_

Typed Name

Address

\_\_\_\_\_

Title

Telephone

\_\_\_\_\_

Email Address

**NON-COLLUSION DECLARATION**

**School Photography Services**  
**RFP No. 388-19-20**

\_\_\_\_\_, declares that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal, and affirms that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true and correct; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

**TOBACCO-FREE SCHOOL CERTIFICATION**  
**School Photography Services**  
**RFP No. 388-19-20**

The Fallbrook Union Elementary School District ("District") Governing Board ("Board") recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the District to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Fallbrook Union Elementary School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Per the tobacco-free school policy set forth in Board Policy Number 5131.62 of the Fallbrook Union Elementary School District a copy of which is stated above and is incorporated herein by reference; Photographers and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 5131.62 and remedies set forth herein.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

**AGREEMENT**

**School Photography Services**  
**RFP No. 388-19-20**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Fallbrook Union Elementary School District, San Diego County, California, hereinafter called the District and \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH that the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS: The complete contract exists of the following documents:
  - Notice to Proposers
  - Scope of Services
  - Conditions
  - Certificate Regarding Worker's Compensation
  - Certificate Regarding Criminal Record
  - Non-Collusion Affidavit
  - Certificate Regarding Tobacco Use
  - Proposal Form
  - Agreement
  - Addenda Numbers \_\_\_\_\_ [if any]

Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents or the Contract.

2. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The forgoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
3. TERMINATION OF CONTRACT FOR CONVENIENCE. District may terminate this Contract at any time and for any reasons by giving written notice to

Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contract is terminated by District as provided in this Section, Contractor shall be entitled to receive compensation for any satisfactory work completed up to receipt by Contractor of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by District for the performance of such work.

4. EXTRA AND/OR ADDITIONAL SERVICES AND CHANGES: Should the District at any times during the performance of the contract, request any alterations, deviations, additions or omissions from the Scope of Services or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation. No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.
5. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.
6. SAVE HARMLESS CLAUSE: Consultant shall defend, indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, volunteers, consultants and contractors arising out of or in connection with the performance of the services, the project or this Agreement, including without limitation the payment of all attorneys' fees and other related costs and expenses. Consultant shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents. The Consultant's duty to defend, indemnify and hold the District

harmless shall not apply to the extent a claim is due to the sole negligence or willful misconduct of the District.

7. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, projects, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performances is not due in part to the fault or neglect of the party not performing.
8. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
9. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.
- 10.INSURANCE, PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him from claims under workers' compensatory act, and from claims for damages for personal injury including death and damage to property which may arise from operations under the Agreement in amounts specified in the Contract Documents. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connections with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.
- 11.CONDITIONAL PROPOSAL: The District reserves the right to reject any proposal which imposes conditions, or terms, on purchases, which were not specified in the original proposal document.
- 12.SEVERABILITY: If any provisions of the resulting Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such

holding shall not invalidate or render unenforceable any other provisions hereof.

- 13. BINDING EFFECT: The resulting Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- 14. PREVAILING LAW In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state, and federal law, including, but not limited to, Labor Code §§ 1771, 1778 and 1779.
- 15. GOVERNING LAW AND VENUE: In the event of litigation, the proposal documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in the County of San Diego.

IN WITNESS WHEREOF: This Agreement has been duly executed by the above-named parties, on the day and year first above written.

**CONTRACTOR**

**DISTRICT**

\_\_\_\_\_  
(Company Name)

Fallbrook Union Elementary School District  
(District Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Print Name)

**By:** Raymond Proctor  
(Print name)

**Title:** \_\_\_\_\_  
(Print Title)

**Title:** Associate Superintendent, Business Services  
(Print title)