



SNO-ISLE LIBRARIES

REQUEST FOR PROPOSAL

INDOOR AND OUTDOOR PHOTOGRAPHY |
PROPOSAL NO. 2021.12.08

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1. OVERVIEW

Sno-Isle Libraries (the Library) is seeking photography services for marketing, creative services and in-house print production. We are looking to align digital, print, website and other marketing channels with high quality local photographs to promote our brand and organization.

Proposals are due by 2:00pm (PST), January 5, 2022.

2. BACKGROUND

[Sno-Isle Libraries](#) is a two-county public library district serving more than 825,000 people in Snohomish and Island counties through 23 community libraries, mobile, and online library services. The organization is headquartered at its administrative distribution facility in Marysville, Washington.

The Library's Communications department serves as an in-house agency advancing the organization's objectives and supporting a multitude of communications and marketing needs. The Library currently uses Adobe and limited staff support to secure high impact photographs for both print and digital use.

Work products include graphic design, social-media posts, email, web graphics, web content, videos, news posts/releases, posters, bookmarks, forms, brochures, calendars, cards, certificates, digital images, flyers, banners, postcards, reading logs, in-building signage, stationery, tags, stickers, and more.

Individuals and firms interested in being considered for selection are invited to submit a cover letter of interest, professional summary of qualifications, credentials, experience, references, and a standard rate sheet or fee schedule.

3. SCOPE OF WORK

Sno-Isle Libraries (the Library) is seeking photography services for marketing, creative services and in-house print production. We are looking to align digital, print, website, and other marketing channels with high quality local photographs to promote our brand and organization.

As an organization that encompasses two counties, Island County and Snohomish County, Sno-Isle Libraries recognizes that the locations represent two geographically distinct zones.

Sno-Isle Libraries intends to award one or two contracts to provide the services described in this RFP. Individuals/Firms may submit a proposal using one of the three (3) location options below:

- Island County – Will only work within Island County and its libraries.
- Snohomish County – Will only work within Snohomish County and its libraries.

- Island and Snohomish County – Will work at all Sno-Isle Libraries' locations.

The Library seeks proposals for professional photography and image processing services. The purpose of this solicitation is to enter into a contractual agreement with one (1) or two (2) qualified and talented photographer(s) at an established rate and who are available to provide services as needed and/or on a project-by-project basis. The frequency and volume of work requests for professional photography services is dependent upon the number of events, activities and projects.

The successful candidate will provide the following professional photography services and image processing at a minimum:

- Delivery of professional, high-quality photographs of subjects that may include individuals, groups, people, meetings, buildings, landscapes, events, headshots, products, places, etc.
- Fulfill desired image lists for specific projects and stock libraries.
- Planning and setup (which may include arrangement of location and subjects, lighting, etc.) for scheduled photo shoots or events at location specified
- Post-production processing (which may include raw file conversion, film processing, film to digital processing, etc.)
- Deliver all images to the Library within the timeframe defined. Images should be provided in electronic format (no less than 300 dpi) via an online downloadable platform or online collaboration tool (like Dropbox) or flash drive and should include the processed and raw files of all images taken for the assigned work.
- Create and distribute images for the Library within 3-7 business days depending on the level of touchup/editing required for the subject they may be working on.

Contract(s) and purchase orders with the selected candidate(s) to support the needed projects may be negotiated and issued for one 365-day period from **February 1, 2022 through January 31, 2023** with the option to extend the contract for two (2) one-year renewals.

- **Travel and location of work:** Events and photo shoots may occur at various locations around Island and Snohomish Counties. The Vendor will be responsible for arranging transportation of equipment and their own travel to and from location. Expenses associated with travel will be limited to mileage reimbursement.
- **Equipment requirements:** The Vendor must provide their own camera, lenses, memory cards, lighting, tripods, and other related imaging equipment.
- The Vendor must have the capacity to store images/files up to two (2) months. Long-term and archival storage will be handled through the Library's image repository system.
- **Image requirements:** The Vendor will provide images in any or all of the following formats: .psd (high resolution), .jpg, .tif, and/or .eps. Images must be reproducible to poster or display sizes at or above 24" x 36" without pixilation. At a minimum, images provided must include a high-resolution version and a compressed version for web and social use. The Vendor will include a complete

inventory of images provided to the Library with adequate description of each image for purposes of identification.

- **Copyright:** Upon full payment by the Library all products of the Vendor’s work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, designs, plans, photographs, videos, specifications, estimates, computer programs, or similar documents, becomes the sole property of the Library and may not be copyrighted or resold by the Vendor. The Vendor relinquishes all rights to said property. The Vendor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The Vendor shall not use any copyright protected material in the performance of work that would require the payment of any fee for present or future use of the same by the Library.
- **Confidentiality:** Vendors must agree to keep information related to the Library and all related agencies and companies confidential. The Vendor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so unless authorized in writing by the Library.
- **Advertising:** The name of the Library by the selected firm to this RFP in advertising or press releases will not be published without the Library’s express written consent.
- **Model releases:** The Vendor will utilize the appropriate release forms when photographing adults and minors.
- **Fulfillment of work requested:** The Vendor is responsible for fulfilling the photographic needs as they are specifically defined by the Library. If the Library customer is not 100% satisfied with the final product, the Vendor is responsible for addressing the concerns and reaching a mutually agreeable arrangement that will meet the needs of the Library. This may involve a full reproduction of the original shoot at no additional cost to the Library.

4. TIMELINE

December 8, 2021	RFP Issued
December 15, 2021	Questions Due by 12:00pm (PST)
December 22, 2021	Addenda Issued (if necessary) by 5:00pm (PST)
January 5, 2022	Proposals due by 2:00pm (PST)
January 12, 2022	Contract Awarded

5. QUESTIONS REGARDING RFP

5.1 SUBMITTING QUESTIONS

Questions surrounding this RFP should be submitted via email to vendorsubmissions@sno-isle.org by the date and time noted in Section 4. Questions via telephone will not be accepted. Responses will be provided via email by 5:00pm (PST), December 22, 2021.

6. PROPOSAL

6.1 PROPOSAL CONTENTS

The Library is looking for succinct answers with relevant information. Please limit your Proposal to no more than a dozen pages.

6.1.1 Cover Letter

Please include the following: (1) a letter of interest signed by the firm principal with a statement of availability to complete the work; (2) the identification of the proposer, including name, address, email address, telephone number and Unified Business Number (UBI); (3) the name, title, address, email and telephone number of contact person during period of Proposal evaluation; and (4) the signature of a person authorized to bind proposer to the terms of this Proposal.

6.1.2 General Company Profile, Experience and References

Briefly provide general information about your company's experience, capabilities, and length of time the company has been in the business. Provide your company's implementation timeline and experience with public funding compliance needs. Provide information around your service/support department (i.e., service hours, channels for contact and average resolution time).

6.1.3 Professional Credentials of Key Staff and Subcontractors

Please identify and list the functions and provide a brief summary of credentials for any persons or core staff who would be assigned work under this contract, if selected. Do not include lengthy resumes or vitae. Provide a list of subcontracting individuals or organizations for any work you would typically assign which would not be produced in-house.

6.1.4 Project Approach

Describe how you will become familiar with project team expectations and needs, approach the work indicated for this project in a collaborative manner, and meet the objectives listed above if selected for this project. Provide links (preferred) or examples of similar materials you have created.

6.1.5 Portfolio

Provide a link to an online portfolio. The online portfolio should reflect work encompassing professional, high-quality photographs or subjects, that may include individuals, groups, people, meetings, buildings, landscapes, events, headshots, products, places, etc.

6.1.6 Standard Rate Sheet or Fee Schedule

In addition to a standard rate sheet, you should identify other costs, such as add-on products needed to meet requirements, implementation fees, etc.

6.1.7 Signed Certifications and Assurances

Sign and submit the attached Certifications and Assurances (**Attachment A**) as part of your Proposal.

6.2 SUBMITTING A PROPOSAL

Proposals must be submitted via email at vendorsubmissions@sno-isle.org. Proposals should include links or attachments to materials which support, validate or demonstrate the qualifications of the submitter. The format may be a Word or pdf document.

The deadline for submission/receipt is 2:00pm (PST), January 5, 2022. All Proposals received after the designated time stated will not be considered.

Submit Proposal to:
Sno-Isle Libraries
ATTN: Procurement Specialist
vendorsubmissions@sno-isle.org
7312 35th Avenue NE
Marysville, WA 98271

Sno-Isle Libraries shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to the RFP.

6.3 MODIFICATION OF RFP

Sno-Isle Libraries reserves the right to “revise” or “amend” the RFP prior to the Proposal due date by “written addenda.”

7. EVALUATION PROCESS

Proposals will be evaluated based on the following criteria:

Possible Points:

15 points Company Information: History of company and product, implementation timeline, experience with public funding compliance needs and service department.

20 points	<u>Technical Skill</u> : Focus, Exposure, Lighting, Depth of Field.
20 points	<u>Composition</u> : Location of Point of Interest, Rule of Thirds, Choice of Vertical/Horizontal Format.
5 points	<u>Impact/Emotional Response</u> of photos within portfolio.
5 points	<u>EDI existing within portfolio</u> : Varying of skin tones photographed.
35 points	<u>Fee Summary</u> : Annual fees, setup fees, and other fees.

Sno-Isle Libraries staff may elect to conduct interviews by video conference with finalist candidate(s). We expect to make a decision and discuss the final contract with the selected Proposer by January 12, 2022.

7.1 PROCEDURE WHEN ONLY ONE BID IS RECEIVED

If the Library receives a single responsive, responsible Proposal, the Library shall have the right to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by Sno-Isle Libraries to assist in such analysis.

By conducting such analysis, the Library shall not be obligated to accept the single Proposal. The Library reserves the right to reject such Proposal or any portion thereof.

7.2 REJECTION OF PROPOSALS

Sno-Isle Libraries reserves the right to request clarification of information submitted, and to request additional information from any proposer. Sno-Isle Libraries reserves the right to reject any Proposal for any reason including, but not limited to the following: (1) any Proposal which is incomplete, obscure, irregular, or lacking necessary detail and specificity; (2) any Proposal which has any qualification, addition, limitation, or provision attached; (3) any proposer who (in the sole judgement of Sno-Isle Libraries) lacks the qualifications or responsibility necessary to perform the work; (4) any Proposal for which a proposer fails or neglects to complete and submit any qualifications information, and (5) any Proposal which is received after the deadline date and time.

7.3 PROTEST PROCEDURE

Protests may be made only by Proposers who submitted a response to this solicitation document. The Proposer is allowed two (2) business days to file a protest. Protests must be received by the Procurement Specialist no later than 8:00 a.m. on the third business day following the notification of intent to award a contract. Protests may be submitted by e-mail but must be followed by the document with an original signature.

Proposers protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposals under this procurement.

7.3.1 All protests must be in writing, addressed to the Procurement Specialist, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

7.3.2 Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the RFP document or Sno-Isle Libraries' policy.

7.3.3 Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: (1) an evaluator's professional judgment on the quality of a proposal, or (2) Sno-Isle Libraries' assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by Sno-Isle Libraries. Sno-Isle Libraries' Executive Director or an employee appointed by the Executive Director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer that also submitted a proposal, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the Procurement Specialist.

The final determination of the protest as rendered by the Sno-Isle Libraries' Executive Director or employee appointed by the Executive Director shall:

7.3.4 Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or

7.3.5 Find only technical or harmless errors in Sno-Isle Libraries' acquisition process and determine Sno-Isle Libraries to be in substantial compliance and reject the protest; or

7.3.6 Find merit in the protest and provide Sno-Isle Libraries options which may include:

- Correct the errors and re-evaluate all proposals, and/or
- Re-issue the solicitation document and begin a new process,
- Make other findings and determine other courses of action as appropriate.

If Sno-Isle Libraries determines that the protest is without merit, Sno-Isle Libraries may enter into a contract with the apparent successful proposer. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

7.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All proposals received shall become the property of Sno-Isle Libraries and remain confidential until a contract, if any, resulting from this request is signed by the Communications Director. After a contract is signed, all Proposals received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the Proposal that is proprietary must be clearly marked or designated as “confidential” in order to be excluded from public records request responses. Only information designated under current state law statutes as appropriate for exclusion from public records exposure may be marked and treated as confidential.

7.5 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by Sno-Isle Libraries from the Proposal due date.

8. TERMS AND CONDITIONS

The successful proposer will be required to sign a Contract with Sno-Isle Libraries. Sno-Isle Libraries will not sign any company’s services agreement, contract or any other form of agreement. Sno-Isle Libraries reserves the right to extract certain language from a company’s agreement and incorporate it into a Library contract, if mutually agreeable to both parties.

Sno-Isle Libraries will retain all rights to the finished product and all electronic, audio and/or graphic files including project files.

The proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

Sno-Isle Libraries reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract agreement.

Sno-Isle Libraries is under no obligation to award this project to the proposer offering the overall lowest fee or contract terms. Evaluation criteria, included in this document, shall be used in evaluating Proposals.

8.1 INSURANCE COVERAGE

The Vendor is to furnish Sno-Isle Libraries with certificates of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Vendor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Vendor shall furnish evidence in the form of a Certificate of Insurance that insurance is in force, and a copy shall be forwarded to Sno-Isle Libraries within ten (10) days of the Contract effective date.

8.1.1 Commercial General Liability Insurance

Vendor shall procure and keep in force during the term of this Contract Commercial General Liability (CGL) insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Vendor performing any work under this Contract, Vendor shall provide Sno-Isle with a Certificate of Insurance evidencing the insurance required and, by endorsement to the Vendor's liability policy (policies), naming Sno-Isle Libraries, its officers, employees and agents as Additional Insureds.

Additionally, the Vendor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The Vendor agrees to repair and replace all property of Sno-Isle Libraries and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this Contract is to be done at the Vendor's risk and that he or she has familiarized himself/herself with the conditions and other contingencies likely to affect the work and has made his bid accordingly and that he or she is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Sno-Isle Libraries reserves and retains its rights of subrogation.

8.2 HOLD HARMLESS AND INDEMNIFICATION

The Vendor shall defend, indemnify and save harmless Sno-Isle Libraries, its officers, employees and agents from any and every claim and risk, including suits or proceedings for patent, trademark, copyright or franchise infringements, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Vendor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Sno-Isle Libraries, or any other property upon which the Vendor is performing any work called for or in connection with this Contract, except only of those losses resulting solely from the negligence of Sno-Isle Libraries, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and Sno-Isle Libraries, its members, officers, employees and agents, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Vendor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to this hold harmless provision ensues, the Vendor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Sno-Isle Libraries, its officers, employees, agents and volunteers, the Vendor shall pay the same.

Thank you for considering this RFP and for the efforts you may undertake to submit a proposal.

9. ATTACHMENTS

- ATTACHMENT A: RFP Submittal Form – Indoor and Outdoor Photography
- ATTACHMENT B: Certifications & Assurances

SNO-ISLE LIBRARIES

REQUEST FOR PROPOSAL SUBMITTAL FORM

INDOOR AND OUTDOOR PHOTOGRAPHY | ATTACHMENT A

Firm Name: _____.

Authorized Contact: _____.

Phone: _____.

Email: _____.

Location Availability: Snohomish County Island County Both

Please indicate your firm’s capacity to deliver the services and meet needs listed below:

Services and Expertise	In-house Capacity? Yes or No	Subcontractor needed? Yes or No
Ability to deliver digital files via dropbox or equivalent technology		
Editing/color correction and retouching		
Types of photo shoots you provide		
Lighting setup if necessary		
Single-shooter/multi-shooter options		
Photo metadata to SEO best practices		
Photo library hosting		
360° photography		
Subcontractor management		

SNO-ISLE LIBRARIES

CERTIFICATIONS AND ASSURANCES | ATTACHMENT B

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

- 1) I/we declare that all answers and statements made in the proposal are true and correct.
- 2) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- 3) The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Sno-Isle Libraries without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
- 4) In preparing this proposal, I/we have not been assisted by any current or former employee of Sno-Isle Libraries whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
- 5) I/we understand that Sno-Isle Libraries will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Sno-Isle Libraries, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
- 6) Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- 7) I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 8) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 9) I/we grant Sno-Isle Libraries the right to contact references and other, who may have pertinent information regarding the ability of the Contractor and the lead staff person to perform the services contemplated by this Request.

On behalf of the Contractor submitting this proposal, my name below attests to the accuracy of the above statement.

Signature of Proposer / Date