



2323 E Farwell Rd  
Mead, WA 99021

## **Request for Proposal Photography Services**

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REQUEST FOR PROPOSAL  
FOR PHOTOGRAPHY SERVICES  
2022 – 2023 SCHOOL YEAR  
FOUR CONSECUTIVE ONE YEAR RENEWAL OPTIONS

For Mead School District 354  
**Proposal Due Date: April 29, 2022**

**1. INTRODUCTION AND GENERAL CONDITIONS**

Mead School District 354 will be accepting sealed proposals at the District Administrative Office at 2323 E Farwell Road, Mead Washington 99021, on or before the 29th of April, 2022, until the hour of 11:00 a.m. of said day for Photography Services for Our Two High Schools.

**Proposals will be publically open and read aloud at the District Administration Center at 11:00 a.m. on said day. All interested individuals are invited to attend.**

ALL REQUESTS FOR PROPOSALS ISSUED BY MEAD SCHOOL DISTRICT 354 SET FORTH BELOW WILL BIND BIDDERS AND SUCCESSFUL BIDDERS TO THE CONDITIONS AND REQUIREMENTS SET FORTH HERIN, AND SUCH CONDITIONS AND REQUIREMENTS SHALL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT.

**1.1 DEFINITIONS**

“District”	Mead School District 354
“Proposal”	An offer to furnish services and materials in accordance with this Request for Proposal (RFP).
“Bidder”	Any individual, company, or corporation submitting a proposal.
“Vendor”	Any Bidder to whom an award is made by the District; also called “Successful Bidder”.
“Contract”	The Contract shall consist of the District’s Notice of Award, together with a District purchase order, the Vendor’s Contract

and this Request for Proposal (cumulatively referred to herein as the "Contract").

## **1.2 PROPOSALS**

- a) All proposals must be submitted in writing and in accordance with instructions provided by the District. Proposals received after the time stated in the notice to Bidders will not be considered unless approved in writing by the School District. Such proposals will remain unopened and be made available for retrieval by the Bidder. This solicitation does not commit the District to pay any costs incurred in the preparation, presentation or return of proposals.
- b) The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having their proposal deposited on time at the place specified.
- c) General and special instruction, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- d) The submission of a proposal will be construed to mean that the Bidder is fully informed as the extent and character of the supplies, materials, and supplies, and is in complete compliance with the specifications.
- e) The District must receive written objection to specifications or bidding procedures at least five (5) business days before the date and time upon which bids are scheduled to be opened.

## **1.3 INDEMNIFICATION AND HOLD HARMLESS**

The Vendor shall indemnify and hold harmless the District and its Board of Trustees, officers, employees, agents, representatives, and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the vendor and suppliers, provided, however, that the Vendor shall not be required to indemnify for the following:

- a) Acts or conduct by third parties, other than the District and its Boards of Trustees, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;
- b) Acts of intentional misconduct or negligence by the party to be indemnified.

#### **1.4 CONFLICT OF INTEREST**

The Vendor hereby represents, covenants, and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

#### **1.5 GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Washington with venue in Spokane County.

#### **1.6 COSTS AND ATTORNEY'S FEES**

Should legal action be necessary to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

#### **1.7 SANCTIONS FOR BREACH OF PERFORMANCE**

In the event of the Vendor's failure to perform any provisions in the Contract, the District may impose sanctions and seek redress for losses incurred, as appropriate, including, but not limited to, serving notice of default and causing cancellation, suspension, termination, or forfeiture of the Contract, in whole or in part, as the interests of the District dictate.

If the Vendor violates any terms of their proposal, the Contract, school board policy or any law, the District may procure the goods or service from other sources without such procurement constituting an event of default under the Contract and the District reserves all of its rights and remedies thereunder for such breach. Vendor shall not be entitled to any unearned amounts. In addition, the District has the right to disqualify said Vendor from bidding for a period to be determined at the sole discretion of the District. Proposals from disqualified bidders will not be accepted during the period of disqualification.

#### **1.8 DIRECTION OF PERFORMANCE**

Vendor agrees to use its best efforts and diligence to promote the best interest of the District. The District will provide general guidance concerning performance of the duties called for herein; the Vendor shall be exclusively responsible for the management of its employees and equipment in performance of the terms of the Contract.

#### **1.9 SEVERABILITY**

In the event that any provisions of the Contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

## **1.10 ASSIGNMENTS**

This contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the Mead School District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the School District's likelihood of receiving performance on the contract.

## **1.11 CRIMES AGAINST CHILDREN**

The Vendor shall prohibit any employee of the Vendor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate the contract.

## **1.12 DEBARMENT / SUSPENSION**

By participating in this bid/quote (signing and submitting your bid/quote on the Bid/Quote Form) your company certifies that it meets the federal government's requirements below:

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR 3017, for prospective participants in primary covered transactions, as defined at 7 CFR 3017, Sections 3017.105 and 3017.10---

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **1.13 ANTI-DISCRIMINATION**

The vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: Employment upgrading, demolition or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

## **2. GENERAL INFORMATION**

### **2.1 INTENTION**

It is the intent of the District to enter into Contract or issue a Purchase Order with a single qualified vendor for photography services for Mead High School and Mt Spokane High School beginning of the 2022 – 2023 school year with the potential for four (4) consecutive one year renewal options.

The Contract or purchase order will be awarded to the responsive Bidder with the lowest overall proposal amount that best meets the needs of the District. The decision as to what Vendor best meets the needs of the District shall be the sole responsibility of the District and be final. To be responsive, the Bidder must comply with all District's bidding procedures and the proposal specifications and requirements as set forth herein. To be qualified, the Bidder must have and maintain all the requisite licenses required by statute. If two qualified responsive Bidders provide the same lowest overall proposal amount, the District may select the Successful Bidder in its sole and absolute discretion.

### **2.2 PROJECT SUMMARY**

The secondary high schools are at the following locations:

Mead High School, 302 W Hastings Road – Spokane WA 99218

Mt Spokane High School, 6015 E Mt Spokane Park Dr. – Mead WA 99021

*Companies submitting proposals should include references/documentation that demonstrates a reputation for quality service in each of the following picture categories.*

## **I. Individual Student Pictures - Expectations**

- Picture order packets delivered no later than July 15
- All student and staff pictures taken on one school day in September. All pictures to interface with District security system.
- Picture retakes scheduled for one school day in October
- 10 student body picture binders supplied to the school administration at no charge
- Student body pictures CD (PSPA file) showing 5x7" 300dpi supplied to the yearbook staff at no charge (sorted alpha by grade level)
- Student body ID cards supplied at no charge (GSL sticker affixed to all who have purchased an ASB card)
- Photo stickers for WDFY cards
- Alpha listing of all students who had their picture taken
- Studio will be responsible for collecting money for all individual student pictures
- Individual pictures will be delivered within three (3) weeks

## **II. Formal & Informal Dance Pictures- Expectations**

- Meet prior to each dance with advisor and student dance committee to select appropriate picture backdrops
- Provide a variety of price ranges for pictures packets (\$10-\$50) – Picture delivery will be within 7 days of the dance date- pictures will be delivered in alphabetical order
- 3 photographers/backdrops for all dances along with 3 support personnel to process orders; 4 photographers/backdrops plus 4 support personnel will be provided for School Dances
- Studio will provide a CD with candid shots from each dance to be used in the school yearbook- CD delivery will not exceed 14 days from the date of the dance
- Studio will take pictures of the Homecoming Royalty at the Homecoming Assembly and provide a CD of pictures to be used in the school yearbook – CD delivery will not exceed 14 days from the date of the assembly (Homecoming Royalty picture backdrop will be supplied by the studio)
- No special deals, committee enticements or free pictures will be allowed.



### III. Extra Curricular Pictures - Expectations

- Picture packets delivered at least one (1) week in advance
- Studio will be responsible for collecting money for all individual/group pictures
- Individual/team pictures will be delivered with 14 days
- Provide one 5x7 team/group photo to the athletic department to use in the State tournament program within 14 days. Share team & individual photos (Varsity team & Coach headshots) Shared Google Drive.
- Provide a CD of all team/group pictures for use in the school yearbook within 14 days. Shared Google Drive as well.

### IV Graduation Pictures - Expectations

- Studio will be responsible for collecting money for all pictures
- Deleted: Picture packets delivered at least one week prior to graduation
- Provide a variety of price options for individual orders (\$10-\$50)
- Pictures will be delivered within three (3) weeks

*The Mead High School and Mt. Spokane High School picture proposals will be awarded based on a number of considerations including, but not limited to, the following:*

- Service
- Product Quality
- Previous Working Experience including References
- Cost

*If the winning studio fails to meet the expectations set forth above and/or the quality of the product is deemed to be less than satisfactory, Mead High School and/or Mt. Spokane High School have the right to discontinue the business agreement and the contract shall be considered null and void.*

### 2.3 BIDDER QUALIFICATIONS

For a proposal to be considered by the District, Bidders must comply with all of the District's bidding procedures and the specification requirements as set forth herein.

The Successful Bidder must meet or exceed all minimum RFP qualification requirements. All submitted proposals must provide at a minimum, all requested information in this RFP. **Any portion not included will be cause for elimination from the RFP selection process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements. The District reserves the right to eliminate from further consideration any proposal that is deemed to be substantially or materially unresponsive to the request for information contained in this section.

## **2.4 PROPOSAL QUOTATION**

Prices quoted shall include all services, shipping, taxes, and handling costs.

## **2.5 PROPOSALS RESPONSE FORMAT**

- a) Clearly state pricing.
- b) All costs must be included in the Bidder's proposal.

## **2.6 PROPOSAL DELIVERY**

All Proposals are deemed final upon receipt by the District and shall be delivered in a sealed envelope to:

Dylan Hance  
Mead School District 354  
2323 E Farwell Rd  
Mead WA 99021

## **2.7 ANTICIPATED TIMELINE**

RFP Issued: April 17, 2022  
Deadline to Submit Proposals: April 29, 2022  
Board Approval: May, 2022  
Notice of Award and Project Commencement: Per Board Approval  
Required Project Start Date: September 1, 2022

## **2.8 ACCEPTANCE/REJECTION**

The District reserves the right to reject all proposals, and to waive informalities or irregularities with respect thereto, and to contract in the best interests of the District. If the District decides to award the Project, it will be awarded to the qualified responsive Bidder providing the lowest overall proposal that best meets the needs of the District. To be responsive, the Bidder must comply with all bidding procedures, requirements and specifications as set forth in this RFP. To be qualified, Bidder must maintain all required licenses as specified herein.

## **2.9 EXCEPTIONS/VARIANCES**

All exceptions or variances to the proposal specifications must be clearly noted in writing. Failure to do so is cause for rejection of a proposal. Specific brand names are given as an example of quality and include by reference such other brands as are equal to the description provided.

## **2.10 PROPOSAL CHANGES OR WITHDRAWAL**

All changes and/or erasures shall be made before the designated date and time of proposal opening and initialed by Bidder's authorized representative. Proposals may not be withdrawn after the time set in the notice for the opening of bids.