

DATE: February 2022

RFP NO.: 18-2122

SECTION I

TELEPHONE NO.: 509 / 354-7127

BUYER: PAM TATOSKY

RFPS ACCEPTED UNTIL:

2:00:00 p.m., PST, Wednesday, February 9, 2022

REQUEST FOR PROPOSAL ON:

**ELEMENTARY SCHOOL PHOTOGRAPHY SERVICES**

PRICES F.O.B.:

Various Elementary School sites throughout the District

**STANDARD TERMS AND CONDITIONS**

RFP COMPLETION: RFPs must be completed insofar as possible on the enclosed RFP document and must include an original signature by an authorized representative. Please complete RFP, sign RFP document, seal in an envelope (identify RFP number and due date on lower left hand corner of the envelope) and return to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. RFPs received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of RFPs cannot be accepted unless otherwise indicated in the attached specifications.) RFPs will be opened at the time and date designated above.

RFP QUOTATION: Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless RFP is designated **“all or none”**, respondent may bid on any or all items. **Tie-ins** will be considered where advantageous. Prices quoted shall include all handling and packaging costs. Prices quoted for equipment shall include cost in instruction and service manuals where appropriate. Those submitting RFPs do so entirely at their own expense. There is no expressed or implied obligation by the District to reimburse any firm or individual for any costs incurred in preparing or submitting RFPs.

ALTERNATES: The District often uses manufacturer’s brands of model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment; these items will be designated with “Do Not Substitute” and only the brand(s) listed will be considered. Brands of equal specification, quality, performance, and use will be considered on an **“or equal”** basis. Offerings of alternate quality or features may, at District’s sole discretion, be considered on an **“alternate”** basis. All **“or equal”** bids or **“alternate”** bids must include complete description and/or descriptive literature with RFP document.

RFP CHANGES OR WITHDRAWAL: All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their RFP after the RFP opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of the District Purchasing Director.

ADDENDA TO THE RFP: All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

DELIVERY: Required delivery dates are shown herein. Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All products are subject to inspection and acceptance by District personnel before final payment. At sole discretion of the District, **partial payments** may be made for partial deliveries.

ACCEPTANCE/REJECTION: The District reserves the right to accept or reject RFPs on each item separately or as a whole, to reject any or all RFPs, to waive informalities, and to contract in the best interests of the District. Successful bidder shall enter into contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors.

SAMPLES: In some cases samples will be requested to be furnished by vendor at no charge to the District to determine acceptability of an item. All samples with a value in excess of thirty dollars ($30.00) will either be returned or purchased by the District. Respondent will be responsible for picking up such samples or arranging for their return.

TAXES: The District is not exempt from retail sales tax unless items ordered are food products purchased for human consumption.

STATEMENT OF NON-DISCRIMINATION: Spokane Public Schools complies with all federal and state laws and regulations and does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation including gender identity, creed, Vietnam-era veteran or disabled veteran status. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX officer and/or Section 504/ADA coordinator. Title IX Officer, Jodi Harmon (509) 354-7344 \* Section 504 Compliance Officer, Melanie Smith (509) 354-8284 \* ADA Officer, Stephanie Busch, (509) 354-5993 \* Affirmative Action Officer, Nancy Lopez-Williams (509) 354-5651\* 200 N. Bernard Street, Spokane, WA 99201-0201.

EQUAL EMPLOYMENT: Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the bidder agrees to supply the District a completed “Equal Employment Opportunity Compliance Certificate” if such is requested.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need an accommodation to participate in a public RFP opening meeting should contact the Director of Facilities Services and Maintenance office no later than three (3) days before the scheduled meeting to request an accommodation.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District’s immediate termination of the contract.

TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

RECYCLED PRODUCTS: The District encourages bidders to offer recycled products whenever they meet RFP specifications and performance expectations. If recycled products are proposed, they should be identified as such and indicate the percentage of post-consumer waste that the product contains.

SAVE HARMLESS: Vendor agrees to protect and save harmless the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

AWARDS: Successful respondents will be notified by the District via email following purchase approval by the District Board of Directors.

QUESTIONS: Questions regarding RFP should be directed, in writing, to Pam Tatosky, Purchasing buyer, pamt@spokaneschools.org.

 **ELEMENTARY SCHOOL PHOTOGRAPHIC SERVICE**

 **ADDITIONAL TERMS, CONDITIONS, AND SPECIFICATIONS**

Spokane Public Schools intends to acquire those photographic services required by elementary schools in support of both individual and school purchases of group pictures, individual pictures, and service items described below and in Section III.

1. Services are required at the elementary schools listed below. In order to maintain quality and pricing equity throughout the district for this service, this Request for Proposal (RFP) will be awarded on an "all or nothing" basis.

 Adams Elementary School 2909 East 37th Avenue

 Arlington Elementary School 6363 North Smith Street

 Audubon Elementary School 2020 West Carlisle Avenue

 Balboa Elementary School 3010 West Holyoke Avenue

 Bemiss Elementary School 2323 East Bridgeport Avenue

 Browne Elementary School 5102 North Driscoll Boulevard

 Bryant Center 910 North Ash Street

 Cooper Elementary School 3200 North Ferrall Street

 Finch Elementary School 3717 North Milton Street

 Franklin Elementary School 2627 East 17th Avenue

 Garfield Elementary School 222 West Knox Avenue

 Grant Elementary School 1300 East Ninth Avenue

 Hamblen Elementary School 2121 East Thurston Avenue

 Holmes Elementary School 2600 West Sharp Avenue

 Hutton Elementary School 908 East 24th Avenue

 Indian Trail Elementary School 4102 West Woodside Avenue

 Jefferson Elementary School 123 East 37th Avenue

 Libby Center 2900 East First Avenue

 Lidgerwood Elementary School 5510 North Lidgerwood Street

 Lincoln Heights Elementary School 3322 East 22nd Avenue

 Linwood Elementary School 906 West Weile Avenue

 Logan Elementary School 1001 East Montgomery Avenue

 Longfellow Elementary School 800 East Providence Avenue

 Madison Elementary School 319 West Nebraska Avenue

 Moran Prairie Elementary School 4224 East 57th Avenue

 Mullan Road Elementary School 2616 East 63rd Avenue

 Pratt Academy 6903 East 4th Avenue

 Regal Elementary School 2707 East Rich Avenue

 Ridgeview Elementary School 5610 North Maple Street

 Roosevelt Elementary School 333 West 14th Avenue

 Scott Elementary School 3737 East Fifth Avenue

 Spokane Public Montessori School 1300 West Knox Avenue

 Stevens Elementary School 1717 East Sinto Avenue

 Westview Elementary School 3520 West Bismark Avenue

 Whitman Elementary School 5400 North Helena Street

 Willard Elementary School 500 West Longfellow Avenue

 Wilson Elementary School 911 West 25th Avenue

 Woodridge Elementary School 5100 West Shawnee Avenue

 2. Individual Pictures

a. Pricing is solicited for the following packages and items.

 1) Package No. 1 shall consist of 4 photo sheets, configured such as:

 1--8" x 10" picture

 2--5" x 7" pictures

 2--3" x 5" pictures

 4--2" x 3" pictures

 2) Package No. 2 shall consist of 3.5 photo sheets, configured such as:

 1—8” x 10” picture

 2--5" x 7" pictures

 4--2" x 3" pictures

 3) Package No. 2 shall consist of 2-3 photo sheets, configured such as:

 2--5" x 7" pictures

 4--2" x 3" pictures

 4) Supplemental Order Options

 (1) 1 ea 8 x 10

 (2) 2 ea 5 x 7

 (3) 4 ea 3 x 5

 (4) 8 ea 2 x 3

 (5) 16--1 1/2" x 2 1/4" wallet size pictures

 5) Picture Magnet Packet

 Please include precise description of your magnet packet.

 State number and size of pictures in Response Section III.

 Sample packet must be included with RFP submission.

 6) High Resolution Image

 Images will be provided through electronic access via an image download (will include a copyright release)

It must be clearly stated on the order form that all inquiries shall be directed to the photographer with firm name and **locally answered telephone number** clearly noted. (For the purposes of this RFP, “locally” refers to a 25 mile radius from the district’s administration building located at 200 North Bernard Street in Spokane, WA).

RFP pricing evaluation will be based on packages/items above and **must be configured in accordance with proposed packet indicated on Response Section III**; however, vendors are encouraged to submit other optional product items and their pricing on the Response Section III. After a thorough review of all additional offerings, the Elementary Photography Committee will determine which items proposed by the awarded vendor may be offered to district parents on the order envelope.

 b. All pictures are to be in color.

c. The photographer shall arrive 1/2 hour prior to the scheduled picture time for set up. Pictures will be taken during the school day for the individual photos during September - November and, as mutually agreed upon by each school principal and vendor, from 9:00-11:30 a.m. and from 12:30-3:00 p.m. It is expected that most schools will require pictures to be completed during the morning hours.

 d. All student packets shall be identified by student name.

 e. **There will be no firm or product advertising shown on the front of pictures.**

 f. Where volunteer runners are utilized (up to a maximum of two), the contractor shall provide a complimentary picture package to each volunteer. The number of runners will be jointly determined by the principal and contractor.

 3. Group Pictures

 Pricing is solicited for the following ONLY.

 a) Picture size– 8" x 10".

 b) All student group pictures are to be in color.

c) Pictures are to be custom formatted featuring staff, school building photo or artwork (at the principal’s discretion) and class with names of students that will appear at the bottom of picture.

 d) Student group pictures in color are to include name of school, grade or activity, school year (example: "2022-2023"), teacher name, and student names by row.

e) **There will be no firm or product advertising shown on front of pictures, however, vendor name may appear on the separate cardboard/tagboard frame/mat provided with the group picture.**

f) All group pictures are expected to be taken during February-May. Scheduling will follow the format shown at 2c above.

 g) Where volunteer runners are utilized (up to a maximum of two), the contractor shall provide a complimentary picture to each volunteer. The number of runners will be jointly determined by the principal and contractor.

 h) In the case of natural emergency or pandemic, group pictures will be as mutually agreed upon by the district and photographer. Pricing will be set at that time.

4. Service Item

1. Colored sticky back pictures, 1 1/4" x 1 3/4" shall be made available per principal request.

 b) Student images should be uploaded to the district’s FTP site through a secure electronic download ZIP file.

* + 1. Image Size: Ideally 200 pixels wide by 300 pixels tall for district’s current student software, PowerSchool, although images of a different size but same aspect ratio are also acceptable.
		2. Number of Colors: 24 bit.
		3. File Storage: JPEG. Vendor must use at least the 9-10 compression setting in PhotoShop, or comparable in other programs. High enough that the pictures are true and clear. Student images should be uploaded to the district’s FTP site and also provided on CD and/or thumb drive. Image filenames should be the student’s ID from PowerSchool (i.e., 123456.jpg).
		4. The CD must contain at least two folders. One must be in the format and named the way that the Pearson PowerSchool Student Information System is expecting and the other must be in the format and named the way Follett Destiny System is expecting. For detailed specifications, please contact the respective vendors. The basic specification is that each folder must contain a .jpg file for each student, named with that student’s permanent ID number followed by the .jpg extension. Also included in the folder should be a .txt file used as an index file. The .txt file should be in the format of “552899”, 552899.jpg – where the first entry is the students permanent ID (with quotation marks around it), a comma, and the name of the student’s picture.
		5. When staff images are included, they should be placed in a separate folder on the FTP site and named using the staff employee ID number from Business Plus.
		6. If vendor has any questions about this specific process, please contact Technology Services, at 354-7203.

 c) A student pictorial directory shall be organized alphabetically by **grade and teacher** in color.

 5. General

 a. All group and individual pictures are to be sorted by classroom or activity.

 b. Sticky back pictures, if requested, are to be sorted by classroom.

c. Individual pictures are to be returned to school within 21 days after pictures are taken. All photos, including any retakes, must be back to the sites prior to winter break of each year. (See sample of school calendar - Attachment IV.) Group pictures are to be returned to school not later than the first school day in June. Vendors are to certify in Section III that complete refunds will be granted to individuals or the school if pictures are not returned within the specified time frame above.

d. Vendor must guarantee a one-time, on-site picture retake as follows:

 1) Individual Pictures: Retakes must be allowed at no charge for blinks, pupil absence, poor quality, or other nonprofessional characteristic. If a parent requests a retake for “bad hair days” or other non-vendor caused anomalies, it must be clearly stated on the original picture envelope if there will be a retake charge for those instances.

 2) Group Pictures: Retakes for poor professional quality or those lacking general public acceptance that would normally be expected to be identified by a professional photographer at the time picture is taken.

 e. Successful bidder shall provide general advertisements **two weeks before** picture day clearly showing the date pictures will be taken, vendor name and a locally answered telephone number.

 f. **A local representative with a telephone number that is answered locally is a requirement of this RFP.**

 g. Successful photographer shall provide take-home envelopes with the agreed-upon picture day date clearly shown for collection of fees and picture packet selection at least five school days before picture day. Envelopes may show only the picture packets and supplemental order options available, as well as the optional extras (as agreed upon between the principal committee and vendor) or group pictures and the RFP price including tax. The use of preprinted envelopes differing from these instructions will not be acceptable. Vendor shall also provide an additional (10%) supply of envelopes for each site.

 h. An order blank for reprints with accompanying prices shall be provided on the return envelope containing the student photographs.

 i. Reprint package options may be determined by the successful bidder; however, these packages cannot be sold to anyone without the vendor first contacting the student’s school and asking if there are any registered restrictions placed on the individual requesting the pictures.

 j. All pictures will be on a pre-sold basis only (i.e., payment on picture day), unless photographer takes on the responsibility of tracking and selling to parents through an extended date and/or alternate payment medium. The District is not requiring that the contractor provides this extended time service.

 k. Returned checks for "not sufficient funds" will be the sole responsibility of the contractor.

 l. Vendor shall submit with their RFP packet, a proposed schedule implementation plan outlining their equipment needs and required staffing to be sent to each site. Unless mutually agreed upon by both principal and vendor, sufficient photographers and cameras will be provided to ensure 4 1/2-hour completion. **Equipment failure will not be an acceptable excuse for not meeting this completion timeline.**

 m. Photographer shall arrive at before scheduled picture time with sufficient time to set-up for both individual and group picture.

 n. Photographer will provide all of the personnel necessary to manage and control the entire process with **minimal school staff intervention or disruption to the teaching day.** School staff will only be expected to pass out advertising and order envelopes. The envelope/money collection staffing shall be adequate to handle the pace set by the photographers and to eliminate any back-up of students waiting to pay.

 p. Add-on requirements requested by the purchaser will be acquired by direct contact with the successful vendor at the photographer's place of business.

 6. Vendors shall, at time of RFP submission, provide exact replica samples of the largest proposed packet, group pictures or composites, and any other proposal items offered. Any RFP received that does not have samples attached may be subject to rejection. Samples will be used in the evaluation described in paragraph 8 below.

 7. Vendor shall submit three (3) references with their Response packet, documenting successful history comparable to this RFP in service and, if possible, scope. Reference information shall include contact name, phone and fax numbers, e-mail address, number of sites serviced and years account has been served. Washington references preferred.

 8. Evaluation of RFPs. The RFP will be awarded to the lowest responsible respondent on an "all or nothing" basis. The lowest responsible proposal will be based on:

* the quality of the picture, service and delivery time (including reprints) - 35%
* price (purchase, reprints, postage, rolodex, and sticky backs) - 35%
* vendor reputation and references - 15%
* ability of the vendor to meet specifications and direction shown herein with minimal disruption to the classroom teaching day - 15%

 The evaluation will be based on these criteria together with those elements contained in RCW 43.19.1911. Such determination will, of necessity, require judgmental evaluations by the district. The decisions resulting from the evaluation process as to which vendor(s) best meets the needs of the district remains the sole responsibility of the district and is final.

 9. Any contract(s) resulting from this solicitation will be on a firm fixed price basis for the products and services shown. There will be no free or reduced price offered to any group or individual including those requirements identified for program or staff purchases with the exception of the parent or student volunteer (see Section II, paragraph 2.g and Section II, paragraph 3.g). Any successful vendor offering additional incentives or other gratuities after award will be eliminated from future competition.

10. CONTRACT RENEWAL: It is the desire of Spokane Public Schools to consider the option to extend this contract for four years beyond the current contract year. **The contract will be considered for extension unless contacted by the vendor in writing, or the District contacts the vendor indicating the contract will not be renewed at least 90 days before the conclusion of each contract year**. Spokane Public Schools will renew to ensure it is in the best interest of the district to allow the continuance of the contract, however, under no circumstances will the contract renewals exceed August 31, 2027.

11. In the event of unusual circumstances such as changes in local, state, or federal taxes, laws, specifications, regulations, or certain operational expenses that could not have been foreseen or budgeted in the original proposal, which cause the contractor's costs to hereunder increase, then parties shall determine a reasonable and just amount to cover such documented increased. Under normal circumstances, this shall not exceed the Consumer Price Index (United States City for Urban Wage Earners and Clerical Workers), as reported the previous 12 month period ending March 31 on a percentage basis to apply to contract pricing for the ensuing school fiscal year. If there are extraordinary cost increases to the vendor that exceed the CPI percentage, then a request for consideration may be presented to the District with detailed documentation of costs from the previous contract year and current contract year to evidence the increase. Cost decrease of significance shall be included as well. Approval of any increases shall be at the sole discretion of the Spokane Public Schools.

12. Taxes: RFP envelope prices charged to the students shall include all taxes.

13. Award to successful vendor may be expected to be announced within 30 days after RFP due date.

14. District officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a district purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to the district.

15. State or other member association contracts, where applicable and in compliance with RCW 39.34, will be considered as a bid for award purposes. Spokane Public Schools is a party to interlocal cooperative purchasing agreements with King County Directors Association (KCDA) and the State of Washington Office of State Procurement (OSP).

1. During each school year, the vendor may be required to supply the Purchasing office a complete individual picture packet, a class picture, a pictorial directory and a PowerSchool disc. The student packet, class picture, school directory and student roster disc will be randomly selected by the responsible buyer and the vendor will have five business days to submit these items to the purchasing office for quality assurance inspection.
2. A respondent whose proposal is under consideration, upon request of the district, shall submit promptly, satisfactory evidence of ability to perform, satisfactory evidence of financial resources such as gross annual sales, equipment available to execute the contract, number of employees and experience with school districts to meet the contract requirements.
3. Vendor shall submit with their proposal an inventory list of all camera equipment to be used showing make, model and year of purchase.

19. Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor may agree to sell additional Items at the RFP price, terms and conditions to other governmental agencies (See Attachment A). Spokane Public Schools accepts no responsibility for the payment of any purchase by other governmental agencies. If minimum quantities are required by other agencies to receive the RFP pricing, please indicate this on your response form. Spokane Public Schools will not be responsible for, nor does it guarantee any Contract participation by other districts, which shall be voluntary, with no guaranties either expressed or implied that all or any of these districts will participate. In all instances where this contract is accessed, initiation with additional districts will be at the sole discretion of those districts listed in Attachment A. **Declining to participate in this condition will not exclude your firm from award consideration**

 January 2022

 RFP No. 18-2122

 SECTION III

 **ELEMENTARY SCHOOL PHOTOGRAPHIC SERVICE**

 **RFP DOCUMENT**

 FIRM NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photographic services as specified in Section II:

  **With tax added**

 1. Individual Pictures

 a) Individual pictures– Package No. 1. $\_\_\_\_\_\_\_\_\_\_ ea

 Please describe proposed 4-sheet packet make-up

 on separate attachment.

 b) Individual pictures– Package No. 2. $\_\_\_\_\_\_\_\_\_\_ ea

 Please describe proposed 3.5-sheet packet make-up

 on separate attachment.

 c) Individual pictures– Package No. 3. $\_\_\_\_\_\_\_\_\_\_ ea

 Please describe proposed 2-3-sheet packet make-up

 on separate attachment.

d) Supplemental Order Options

 (1) 1 ea 8 x 10 $\_\_\_\_\_\_\_\_\_\_ ea

 (2) 2 ea 5 x 7 $\_\_\_\_\_\_\_\_\_\_ ea

 (3) 4 ea 3 x 5 $\_\_\_\_\_\_\_\_\_\_ ea

 (4) 8 ea 2 x 3 $\_\_\_\_\_\_\_\_\_\_ ea

 (5) 16 ea 1½" x 2¼” wallet size $\_\_\_\_\_\_\_\_\_\_ ea

 e) Picture Magnet Package $\_\_\_\_\_\_\_\_\_\_ ea

 f) High Resolution Image via download (also with

 Copyright release) $\_\_\_\_\_\_\_\_\_\_ ea

Alternate Items Available (please list)

 g) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ ea

 h) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ ea

 i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ ea

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 SECTION III

 Page 2

 FIRM NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  **With tax added**

2. Group Picture or Composite $\_\_\_\_\_\_\_\_\_\_ ea

 (There will be **NO** Spring Individuals allowed)

3. Service Items

 a) Sticky back pictures $\_\_\_\_\_\_\_\_\_\_

 b) Secure electronic download of picture to be

 compatible with District PowerSchool software $\_\_\_\_\_\_\_\_\_\_ ea

1. Pictorial directory organized alphabetically

 by grade and teacher in color $\_\_\_\_\_\_\_\_\_\_ ea

Location of vendor’s studio: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location of vendor’s lab: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Local representative and locally answered phone number of representative will be made available to staff and parents on all order forms, information sheets and advertisements. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Vendor Initials)

Please submit a copy of your firm’s Privacy Policy for school data. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Vendor Initials)

Has an implementation/scheduling plan outlining available equipment and staffing been submitted as part of this RFP packet? (See Section II, Paragraph 5.l) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Vendor Initials)

Vendor certifies that full refund will be provided to the buyer for each individual picture order not received within 21 days, and a full refund will be provided to the buyer for each group picture order not received by June 1, of each contract year. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Vendor Initials)

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 SECTION III

 Page 3

 FIRM NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Does Vendor agree to the Interlocal Agreement clause as stated on Page 8, Section II, Paragraph 19?

(**Note:** This term is optional; refusal will not exclude your firm from award.) Yes / No

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Vendor’s Initials)

Samples of products required by Section II, paragraph 6, are included. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Vendor’s Initials)

Equipment inventory required by Section II, paragraph 18, is attached. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Vendor’s Initials)

 Tax rate applicable this proposal\_\_\_\_\_\_\_%

Proposals are subject to all requirements furnished with this RFP document. By signing RFP, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that proposals supplied herein conform to specifications, except if otherwise stated in a special condition by Spokane Public Schools.

Receipt of Addenda numbered \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is hereby acknowledged.

 (fill in number of each addenda received)

FIRM NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY (Please Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RETURN BID TO:

 Purchasing Office

 2815 East Garland Ave.

 Spokane, WA 99207

**PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name:

Title: Phone Number:

**PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non‑award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: Date:

Title: Firm:

Address:

City State & Zip:

**PART III: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

Signed:

Printed Name: Title:

Firm:

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID DOCUMENTS**

**ATTACHMENT A**

**DISTRICTS WITH INTERLOCAL AGREEMENTS**

Almira School District

Asotin-Anatone School District

Central Valley School District

Cheney School District

Chewelah School District

Clarkston School District

Colfax School District

College Place School District

Colville School District

Coulee Hartline School District

Creston School District

Culdesac Joint School District, Idaho

Cusick School District

Davenport School District

Dayton School District

Deer Park School District

East Valley School District

Ephrata School District

Everett School District

Evergreen School District

Finley School District

Freeman School District

Garfield School District

Grandview School District

Harrington School District

Keller School District

Kelso School District

Kettle Falls School District

Kiona-Benton City School District

Lamont School District

Liberty School District

Lind School District

Longview School District

Loon Lake School District

Mary Walker School District

Mead School District

Medical Lake School District

Methow Valley School District

Nespelem School District

Newport School District

Nine Mile Falls School District

North Franklin School District

Northport School District

Northshore School District

Oakesdale School District

Odessa School District

Orient School District

Othello School District

Pomeroy School Dsitrict

Palouse School District

Pasco School District

Pateros School District

Pomeroy School District

Prescott School District

PRIDE Prep Charter School

Pullman School District

Reardan-Edwall School District

Republic School District

Riverside School District

Ritzville School District

Rosalia School District

Royal School District

Selkirk School District

Soap Lake School District

South Kitsap School District

Spokane International Academy

Sprague School District

Stanfield School District, Oregon

Summit Valley School District

Sumner School District

Tekoa School District

Umatilla School District, Oregon

Valley School District

Vancouver School District

Wahluke School District

Waitsburg School District

Walla Walla School District

Warden School District

Washougal School District

Washtucna School District

Wellpinit School District

West Valley School District

Wilbur School District

Wilson Creek School District

Vancouver School District

Wahluke School District

Waitsburg School District

Walla Walla School District

Warden School District

Wellpinit School District

West Valley School District

Wilbur School District

Wilson Creek School District