

{Invitation to Bid}

Washougal School District
4855 Evergreen Way
Washougal, WA 98671

VENDOR Contacts

Subject: Response to Bid Number: No. 2024-25-01PS

Washougal School District is currently working on our 2024-25 school year for districtwide (by building) individual photographs of students and staff.

To be considered in the Bid process, please return the following:

1. Mailed documents must reference the Bid Number on the return envelope
2. Letter of agreement addressing how vendor will comply with all items in Exhibit A
3. Provide a minimum of three (3) WA State references
4. Family photo package guide
5. Payment methods available for families
6. Copy of your businesses W-9
7. Copy of your business insurance as outlined within the Bid Number No. 2024-25-01PS, section titled INDEMNIFICATION/INSURANCE, within (15) days of the official award notice
8. Signed Copy of the Suspension and Debarment Certificate on official letterhead
9. Paper or hard signed by an authorized agent to be considered a complete RFP Bid response

All Bids must be received by **Monday, March 25th 2024 @ 12:30 pm**, at the District Office (4855 Evergreen Way, Washougal, WA, 98671) to be considered. FAXES OR EMAILS WILL NOT BE CONSIDERED OR ACCEPTED AS AN OFFICIAL RESPONSE.

Respectfully,

Kris Grindy
Business and Operations Director
360-954-3003

INVITATION TO BID ON:

Districtwide (by building) Individual
Photographs of Students and Staff

Date:

Bid Number: No. 2024-25-01PS

BIDS ACCEPTED UNTIL:

Monday, March 25th 2024 @ 12:30
pm

BID COMPLETION: Bids must be completed insofar as possible on the enclosed bid document and must include an original signature (paper or hard signature) by an authorized representative. Please complete bid identification and bid opening time and date on envelope provided and return white copy of the completed and signed bid document sealed therein to Washougal School District Business Services Department (“District”), 4855 Evergreen Way, Washougal, WA 98671. Bids received at a location other than the Business Services Department will not be accepted. (Note: Faxed or emailed copies of bids cannot be accepted unless otherwise indicated in the attached specifications). Bids will be opened at the time and date designated above.

ACCEPTANCE/REJECTION: The District reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District. Successful bidders shall enter into contract with the District within ten (15) days from the date of purchase authorization from the District Board of Directors.

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 bid opening meeting should contact the District Business Services Director 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 Invitation to Bid.

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 a 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 9.68A RCW, sexual offenses under chapter 9A.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.

INDEMNIFICATION/INSURANCE: Indemnification/Hold Harmless/Duty to Defend. Contractor shall defend, indemnify, hold and save harmless the District, its agents, representatives, directors, and employees ("Indemnitees") from all loss, damage, liability, claims, allegations, demands, suits, causes of action, settlements, judgments, or expenses (including attorneys' fees and all expenses of litigation), (each and all, hereinafter, "Claim"), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission by Contractor or its agents, employees, subcontractors, or volunteers relating to, arising from, or connected with Contractor's performance of this Agreement. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any Claim against any Indemnitee within the scope of Contractor's said defense, indemnification, and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligations of this section shall be paid by Contractor.

Contractor further agrees that its defense, indemnity, and hold harmless obligations shall apply to Claims made by its own employees against an Indemnitee, but in that instance only to the extent of Contractor's own negligence or fault in whole or partly causing the claimant's damages. To that extent, Contractor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW in opposition to a claim for defense, indemnity, or hold harmless hereunder. Contractor agrees by signing this Agreement that this waiver of immunity under Title 51 RCW has been expressly and specifically negotiated by Contractor.

Insurance. For the duration of this Agreement, Contractor shall maintain in force at its own expense, the following insurance:

Worker's Compensation Insurance in compliance with Title 51 RCW;

Professional Liability Insurance to protect and defend against any and all claims arising from alleged or actual professional errors, negligence, omissions or mistakes by Contractor or its employees, agents, or representatives in the course of their professional duties in the performance of this Agreement, in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. These limits can be fulfilled by obtaining umbrella insurance over and above the underlying policy. It shall include contractual liability coverage for the defense, indemnity, and hold harmless obligations provided under this Agreement;

Errors and Omissions. Provide an Errors and Omissions Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Sexual Abuse/Molestation Liability Insurance; Contractor shall also obtain, at the Contractor's expense, and keep in effect during the term of the contract, Sexual Abuse/Molestation Liability coverage for work with youth under this Agreement. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the District, its agents and employees as additional insured's under the insurance policy/ies. There shall be no cancellation, material change, or reduction of limits or non-renewal of the insurance coverage required by this Agreement without thirty (30) days' written notice to the District;

Before performance of this Agreement, Contractor shall furnish to the District copies of such certifications, endorsements, or other appropriate documents of proof, from Contractor's insurer(s), establishing to the District's satisfaction that compliance with Contractor's obligations under this Section of this Agreement has occurred; and

Contractor shall ensure that any individual or approved subcontractor it provides shall comply with the requirement in this Section 7.2 of this Agreement.

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

AWARDS: Successful bidders will be notified by the District Business Services Department via mail following purchase approval by the District Board of Directors.

QUESTIONS: Questions regarding bids or requests for additional bids should be directed to the Business Services Department, Attn: Kristine Grindy 360-954-3003.

EVALUATION OF BIDS: The bid will be awarded to the lowest responsible bidder. The lowest responsible bid will be based on an evaluation of the product, its price, delivery timelines and evaluation criteria shown herein, together with a consideration of those elements contained in RCW 43.19.1911. Such determination will, of necessity, require judgmental evaluations by District representatives. Other industry specialists may be used in the evaluation process at the sole discretion of the District. The decision resulting from the evaluation process as to which contractor best meets the needs of various schools remains the sole responsibility of the District and is final.

Additional Evaluation Criteria

- Ability to meet the needs of the education process.
- Ability to demonstrate plans to meet scope of work in Exhibit A.
- Ability to meet timelines, schedules and data files to support the Skyward imports.
- Agreeable pricing and reliable/flexible payment procedures for families.
- **Must** provide three (3) WA State references for checking prior to contract award.
- **Must** be original, paper or hard signed by an authorized agent to be considered a complete RFP Bid response.

EXHIBIT A
Services To Be Provided

SCOPE OF WORK	<p>Contractor shall be responsible to provide photography services at the dates and sites according to the information listed below.</p> <p>It is the goal of the District to reserve facilities and publish dates of services to families for the school year so contracts will be signed no later than May 1.</p> <p><u>Student portraits:</u></p> <ul style="list-style-type: none">● Primary picture day and all make-up days for the 2024-25 SY will be determined no later than June 30, 2024 by each building principal or their designee. All individual pictures will use a standard/traditional background.● Paper order forms in “picture day” envelopes for students with forms completed and turned in with payment on picture day or make-up picture day. Must offer additional options for those who want to pay online; families can order through the company website after viewing a ‘proof sheet’ with a digital code, as one example.● ID Badges provided for all students, TK-12 on picture day.<ul style="list-style-type: none">○ Printing of two-sided ID cards to include photo, student name, grade, ID Barcode & number on one side and required emergency information at no additional cost● Complementary or ‘hardship’ basic packages offered (up to 10 per school) <p><u>Staff:</u></p> <ul style="list-style-type: none">● Taken on primary and/or make-up picture days, prior to student photos or with each homeroom class’s time slot, before school or at a time that is appropriate during the allocated time for pictures to be taken.● Complimentary picture packets provided for all staff● Badges provided for all staff on picture day<ul style="list-style-type: none">○ Printing of photo, staff name with ID Barcode & number at no additional cost○ (10) Guest, (10) Substitute and (10) Volunteer badges provided for each school <p><u>Digital Files and Other items:</u></p> <ul style="list-style-type: none">● Complementary or ‘hardship’ basic packages offered (up to 10 per school to be used at the schools’ discretion)● Student Management Electronic System files provided to school & district office of all students after the 1st and 2nd make-up day<ul style="list-style-type: none">○ The copyright of these images are the sole ownership of our company. However, we will release the images and data on a licensing relationship so that the school or district may use our images and the data associated with them for purposes such as the use in school administrative software and other related student safety and organizational services. This also includes the pass-through for yearbook production.● Yearbook files provided to the Yearbook Advisor in the proper format via digital download.● Stickers of each student including ID Barcode/number organized by homeroom teacher, grade or alphabetically (up to 5 sets) for all elementary schools
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	<ul style="list-style-type: none"> ● Numbered and sequential ASB security stickers provided for all middle and high school buildings ● Six (6) Student directories organized by homeroom teacher/grade or alphabetically for each building ● Helper picture packages: Any Picture Day helpers get complimentary picture packets of their choice from the order form ● An All Student composite with names below photos for display in the office or conference room available, if requested ● An All Staff composite with names below photos for display in the office, if requested ● Badge printer and replacement ink cartridges (as needed) provided for each school, complementary for the 2024-25 school year to be returned June 30, 2025. Training on use of badge printers as well as ID Card templates will be provided for office staff and to be scheduled with each building independently. ● Blank ID cards for reprinting will be provided based on building needs up to the following amounts: <ul style="list-style-type: none"> ○ High School = 300 ○ Middle Schools = 150 ○ Elementary Schools = 50
REFERENCE CHECKS	<p>Contractor shall provide at minimum of three (3) WA State references to include:</p> <ul style="list-style-type: none"> ● Name of organization ● Contact name ● Phone number ● Email address ● Dates of service provided
BACKGROUND CHECKS	<p>Contractor shall provide a background check to the District for any staff, volunteer, or activity associate, paid or unpaid. Background checks must be completed and returned to the District no less than one week before activities are scheduled to begin. Background Checks shall include the following:</p> <ul style="list-style-type: none"> A. Name of staff, volunteer, or other associate B. Name of activity the staff, volunteer, or associate will be at C. Date of last background check D. Any crime, misdemeanor, infraction, or otherwise noteworthy information
PARTICIPATION INFORMATION	<p>Contractor shall share the names, emails, phone numbers, and addresses, and other information acquired from participants registered for activities.</p> <ul style="list-style-type: none"> A. Contractor will list all classes pertaining to classes held in the District on their website and will promote these classes with their social media
FAMILY PHOTO PACKAGE RATE SHEETS	<p>Contractor to provide Family Photo Package Rate Sheets for pricing that will be passed onto our families.</p>

<p>BUILDING LOCATIONS</p>	<ul style="list-style-type: none"> ● Washougal High School ● Jemtegaard Middle School ● Canyon Creek Middle School ● Gause Elementary ● Hathaway Elementary ● Cape Horn Skye Elementary ● Columbia River Gorge Elementary <p>Primary picture and make-up days to be determined by individual schools.</p>
<p>RFP Submission</p>	<ul style="list-style-type: none"> ● Mailed documents must reference the Bid Number on the return envelope ● Letter of agreement addressing how vendor will comply with all items in Exhibit A ● Provide at minimum of three (3) WA State references ● Family photo package guide ● Payment methods available for families ● Copy of your businesses W-9 ● Copy of your business insurance as outlined within the Bid Number No. 2024-25-01PS, section titled INDEMNIFICATION/INSURANCE, within (15) days of the official award notice ● Signed Copy of the Suspension and Debarment Certificate on official letterhead. ● Paper or hard signed by an authorized agent to be considered a complete RFP Bid response. <p><u>Bids that are incomplete per the RFP Bid Instructions and Exhibits will not be accepted as a valid bid response. All Bids need to be submitted or mailed by the deadline to the Business Office. (Note: Faxed or emailed copies of bids cannot be accepted unless otherwise indicated in the attached specifications).</u></p>

For Official District Use:

Tax ID Number: _____ [Date Received]

IRS Form W-9 on file _____ [Date Received]

EXHIBIT B
District Locations

WASHOUGAL SCHOOL District:

**Washougal High School
1201 39th Street, Washougal, Washington 98671**

**Jemtegaard Middle School
35300 SE Evergreen Hwy., Washougal, WA 98671**

**Canyon Creek Middle School
9731 Washougal River Road, Washougal, Washington 98671**

**Gause Elementary
1100 34th Street, Washougal, Washington 98671**

**Hathaway Elementary
630 24th Street, Washougal, Washington 98671**

**Cape Horn-Skye Elementary
9731 Washougal River Road, Washougal, WA 98671**

**Columbia River Gorge Elementary
35300 SE Evergreen Hwy., Washougal, WA 98671**

YOUR LETTERHEAD

[Vendor Name]

ATTN: [Vendor Contact]

[Address]

[City, State, Zip]

[Phone Number]

Washougal School District No. 112

ATTN: Superintendent

4855 Evergreen Way

Washougal, Washington 98671

RE: Suspension and Debarment Certification 2024-25 School Year

Dear Washougal School District:

In signing this Agreement, Vendor certifies that they, nor their officers, directors or persons having supervisory responsibilities, are on Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Vendor Authorizing Signature

Date: [Enter Date]