



*Serving the Communities of Ferndale, Lummi Island,  
Custer, Lummi Reservation and North Bellingham.*

**FERNDALE SCHOOLS**

**Ferndale School District #502  
Ferndale, Washington**

**REQUEST FOR PROPOSAL**

**Yearbooks**

**Ferndale High School**

# FERNDALE SCHOOL DISTRICT NO. 502

REQUEST FOR PROPOSAL  
FERNDALE SCHOOL DISTRICT NO. 502

YEARBOOKS - 2019-2020 SCHOOL YEAR

## RFP NO. 2019-2020-01

Proposals for Yearbooks for Ferndale High School will be received by Ferndale School District No. 502, up to but no later than Friday July 19, 2019 at 3:00 PM at the District Office.

Ferndale School District #502  
Mark Deebach, Assistant Superintendent for Business and Support Services  
6041 Vista Dr.  
PO Box 698  
Ferndale, WA 98248

Phone: (360) 383-9203  
Fax: (360) 383-9201

## TABLE OF CONTENTS

CALL FOR BIDS.....	3
GENERAL PROPOSAL INFORMATION.....	4 – 9
“BASIC BOOK” BID SPECIFICATIONS.....	11
SIGNATURE PAGE.....	12
GENERAL TERMS AND CONDITIONS.....	13 - 18

## CALL FOR BIDS

To Whom It May Concern:

Notice is hereby given that Ferndale School District No. 502 (“District”) is seeking proposals for the procurement of YEARBOOKS for Ferndale High School for the 2019-2020 school year with renewal options. Sealed proposals will be received by the District from qualified respondents (“Respondent”) no later than **3:00 PM, Friday, July 19, 2019**, at the District Office, listed on the first page. Proposals received after this date and time will not receive consideration. All proposals shall be placed in a sealed envelope and be clearly marked “YEARBOOK RFP”. No fax, verbal, e-mail or telephone proposals will be accepted. No Respondent may withdraw the proposal after the due date and time unless said award is delayed for a period exceeding sixty (60) days.

The District reserves the right to cancel or postpone this request for the period of sixty (60) days, or reject any and all proposals, or waive any irregularities or informalities in the RFP process, if the best interest of the District would be served.

It is imperative that the submitted proposals are carefully analyzed and include the required information. Proposals received late, lacking pages, information, signatures, etc. will be immediately disqualified without opportunity for correction.

Technical questions that may need to be answered or clarified will need to be followed up by addenda. Information given verbally is not binding.

We look forward to your proposal. Good luck!

Sincerely,

Mark Deebach, Assistant Superintendent for Business and Support Services  
Ferndale School District #502

Published: Friday June 21, 2019

## GENERAL PROPOSAL INFORMATION

### 1. GENERAL CONDITIONS

Enclosed are Ferndale School District's Basic Book Bid Specifications and "Additional Questions" (item #19) for yearbook pricing for Ferndale High School. Bids are requested for a "Basic Book" for the senior high.

The Basic Book Price is to be based on the listed specifications. Items that are included at no extra charge in the "Basic Book" cost shall be noted as such within item #17 "Extras and Options" below.

Interested Bidders are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience to the services requested in this proposal. Describe the various programs available for yearbook production. Outline the plan to collaborate with the District staff and students, for the production and successful delivery of yearbooks.

Bidders must respond to each item in the bid form and pricing must be submitted on the forms provided. If any item is not available from your Company, indicate "N/A" or "Not Available". DO NOT LEAVE ANY ITEM BLANK. All prices must be firm for the term of the contract.

### 2. RENEWAL OPTIONS

At the option of the District, this contract may be renewed for four consecutive one (1) year periods for the 2020-2021, 2021-2022 and 2022-2023, 2023-2024 school years. If the District decides to exercise any of these renewal options, the Bidder will be notified in writing no later than July 31 prior to the option school year. All contracts and renewals are valid between September 1 and August 31 of that school year. Any anticipated price change during the option years must be noted in the bid.

### 3. INVOICING

All statements of costs and invoices shall be itemized to reflect the bid pricing for basic book and all optional items and no invoice shall be paid until final approval of Advisor.

The Vendor shall present to the Advisor, a fully itemized statement of costs added to the "Basic Book Bid" accumulative to date by the 10<sup>th</sup> of each month.

The final billings for the yearbook shall be in the hands of the Advisor by date of shipping to allow the Accounting Department time to close the books for the yearbook accounts.

Should itemized statements indicate costs would exceed budget estimates, the Advisor shall have the option of altering the yearbook any time prior to the agreed deadlines without penalty.

NOTE: The District will not pay for "over-run" copies it does not wish to receive or need.

**4. PAYMENT SCHEDULE**

**No prepayment discounts will be allowed.** Up to twenty-five percent (35%) of the total agreement may be paid by October 15, up to fifty percent (45%) of the total agreement may be paid by February 1 with final payment thirty (30) days after delivery, or pending adjustment for damaged or improperly bound and/or printed books.

**5. MAILING/SHIPPING COSTS**

All prices quoted shall be F.O.B. to the applicable school. All mailing charges covering the shipments of completed pages to the printer, of returning proofs and/or corrected proofs to the printer, of covers to printer, and of completed books to the school will be the responsibility of the Vendor. Preprinted labels are to be supplied by the Vendor for all mailing between school and publisher. Schools will submit to the Vendor, prior to final billing, all mailing costs that were paid by the school throughout the year.

The Vendor shall credit the school's final bill for all mailing charges submitted. All credits must be applied to current year's publication.

**6. DELIVERY DATES**

Yearbooks must be shipped to the school on the date and time specified by the Advisor. The Advisor must approve any change in the delivery schedule.

**Senior High:** Delivery date shall not be later than ten (10) days before the school's respective commencement.

**7. TAX EXEMPT STATUS**

Schools that qualify for the tax-exempt status will file the appropriate documents with the Vendor.

**8. SUPPLIES**

Supplies are to be provided for preparation of yearbook. Supplies and materials will be delivered to the school within five (5) working days after the request.

**9. DEADLINES/DELAYS**

Deadlines are to be determined by Advisor and representative during first month of school.

- A. Final totals for the amount of pages and ordered and delivered yearbooks shall be determined no later than the December 15 of each year without penalty.
- B. Final deadlines shall be not less than five weeks prior to delivery; earlier deadlines may be noted in your bid. Delivery date of books to the school is dependent upon the school-year calendar. The date shall be established in September.
- C. Should it appear that the meeting of the final delivery date is in jeopardy as a result of missed deadlines by school, the Vendor is responsible for informing the Advisor, ten days

prior to the final deadline, that if such deadline is missed, late delivery may be implemented or an overtime charge may be levied; and the estimated delivery date and amount of such overtime charges should be quoted.

**10. CREDITS**

Books damaged in shipment will be the responsibility of the representatives to arrange credit or replacement. Books damaged in production are the responsibility of the Vendor to fix, replace, reimburse or issue a credit to the school. Should replacement be made after the last day of school, it shall be the responsibility of the Vendor to pay for postage charges plus all shipping and handling of books to the school's yearbook purchasers. Credit issued will be determined from the basic unit bid price plus any optional items added and will be applied to the final billing. All credits shall be applied to current year publication.

**11. COPY RETURN**

All materials used in the production of the yearbook shall be returned to the school on shipping date specified between the Vendor's representative and Advisor.

**12. SAMPLE YEARBOOK**

Samples will be provided only upon request.

**13. PROGRAM ACCESS**

The base bid price is to include access and use of Bidders online web-based layout and planning program. Schools shall have the ability to upload common files such as .jpg, .tiff and .png for use within the program.

**14. PROOFS**

Proof submittal dates to be negotiated between Advisor and Bidder. Schools shall have the ability to request high resolution PDF files as proofs. Errors identified through signed proof and not corrected by the Vendor will be resolved by negotiations with the Advisor.

**15. EVALUATION OF PROPOSALS**

Proposals will be evaluated as follows:

35% Program and process support, training and troubleshooting including: On-Site visits, on call, online, call in, e-mail, "camps," workshops, etc.

30% "Basic Book" Cost.

25% Vendor and Representative Information. References, completed Company profile and cover letter, relationship and history with the District, resume of representative, etc.

10% Deadlines. Timetable for submissions, final counts, flexibility, delivery dates, etc.

(Other costs may be included in the evaluation process if deemed necessary by the District)

**16. EXTRAS AND OPTIONS**

Upon request, the school may request additional extras and options during the school year which shall be quoted, such as cover options, binding options, world news event pages, die cutting, QR matrix barcodes (tags), Spring supplements, supplies, foil application, yearbook on CD, name stamping, coating, protective covers and other items.

The Bidder shall provide a price list of common optional items with the bid. The Bidder shall also note which items that are included in the Basic Book price at no extra charge.

**17. TECHNOLOGY REQUIREMENTS: HIGH SCHOOL**

Layout design and copy will be done on computers using InDesign CS6 or above. All computer generated material will be sent in by online submission in PDF format. Describe fully how we would submit our pages via the PDF process. Include any plug-ins enhancements, procedures, and other relevant information to help us make our decision. Include, but do not limit yourself to the following information:

1. PDF set up process on our computers;
2. Pricing considerations, if any;
3. Software required;
4. Submission procedures;
5. Proofing procedures;
6. Deadline schedule;
7. Support available from rep and plant;
8. List of schools in your territory who are currently using PDF format;
9. Total number of schools on PDF format with your company;
10. Sample of an actual school's PDF file for evaluation;
11. Procedure in the plant for handling PDF files. Include the ENTIRE process from initial submission to finished signature.
12. Yearbook Augmented Reality (AR) ability to link content (videos, gallery images) to images within book, no login required for students who download APP to view

You will be required to demonstrate your CS6 Enhancements and submittal procedure.

Bidder must provide software capable of flowing photos and names. Such capabilities will include, but are not limited to:

- 1) Viewing actual photos with name, grade, and file number supplied on one screen;
- 2) Sorting and exporting names by grade or by alphabet;
- 3) Exporting names Last Name First, or First Name Last;
- 4) Showing a complete printout of all names and photos, sorted by grade or alphabet;
- 5) Exporting by grade level directly to mug pages on InDesign CC2018 files;
- 6) Capable of handling either B/W or 4-color photos.
- 7) Do you provide such software? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, bidder will be required to demonstrate upon request.

REQUIREMENT FOR AUGMENTED REALITY SUPPORT: Printer will provide branded, proprietary augmented reality app to link video and/or animation. Using codes or HP Reveal for this is not acceptable. Printer will provide school the ability to link video and/or animation to individual images thru use of augmented reality support and face recognition technology. This is to allow the book reader the ability to scan a printed photograph and view the embedded video. Using QR codes for this is not acceptable. The school will not have any requirement to maintain or store the linked video as the augmented reality support must provide the server support necessary to house and maintain the video files. You will be required to demonstrate this service.

**18. TECHNOLOGY REQUIREMENTS:**

In order to utilize the latest online technology, your program must provide a Flash-based program at no charge which must include, but is not limited to, the following:

**1. Yearbook Management Tools**

- Ability to completely customize individual staff permissions
- Ability to create and print detailed ladder with staff assignments and due dates
- Unlimited Image Upload
- Ability to upload whole folders of photos or 50+ images at a time
- Accept these photo file formats: .jpeg, .tif, and .png
- Ability to create custom image folders
- Image Editing tools online, *without the need to exit the program*
- Ability to control page settings (set margins, units of measure, etc.)
- Toggle on/off grids, bleeds, guides
- Complete portrait management (edit identification, delete duplicates, etc.)
- Ability to create portraits from candids to include missing students
- Unlimited customization of portrait pages, including image size & placement, margins, text size, and page style
- Auto-scan function that identifies names to be indexed, and auto index flow
- Built-in e-mail client, or messaging center, for ease of communication among staff members and the ability to assign tasks, or “To Dos”
- Ability to create high resolution PDFs on demand for accurate proofing of pages
- Deadline and grading accountability through “To Dos” and messaging
- Access to free Online educational movies for teaching of program
- Fit to page button
- Sticky notes function to share notes on each page with staff.
- Leading, Tracking, Kerning
- Format menu with character styles
- Built in Red Eye Tool
- Indicator telling when and where image has already been used

**2. Page Creation Tools**

- Ability to create cut out backgrounds (COBs), transparencies, drop shadows on objects and text, unlimited polygon shapes, free form shapes, and rounded corners
- Unlimited use of accent colors, transparencies and tints on all color pages
- Ability to create color gradients
- Ability to apply color & color tints to text, tool lines, and fill and stroke both
- Font size up to 500
- Linked text boxes
- Dropped caps function
- Ignore text avoidance
- Run text off the page
- Ability to create Tip-ins and gatefolds
- Ability to manage UV Coating



- Text wrapping function
- Grouping items on a page for easier rotation and movement
- Color Backgrounds
- Live Cropping for accurate photo placement
- Total control provided by layout tools like layering, distribute objects and align objects
- Drag & Drop functionality (templates, shapes, photos, etc.)
- Full library of tintable background graphics available for all pages
- Full library of predesigned templates and page elements
- Ability to create unlimited custom templates
- Ability to create multiple master pages
- Align and Distribute multiple elements

### 3. **Special Effect Capabilities**

- Traditional candid
- Polaroid candid
- Fake Duotones
- Image out of photo
- Torn photos
- Clipping path/cutout backgrounds
- Convert text to shape and place images within
- Reflections
- Simulated compound paths
- Mosaics
- Patterns
- Text on a path
- Transparent text
- Multi colored text
- Scotch Tape
- 3D cube panel
- 3D cube layers
- 3D cube stacks (Qbert effect)

Vendor must provide supplemental media-sharing website application for the school. This site must also:

- Be a safe, secure internet experience for students and staff.
  - Should be COPPA compliant (Children’s Online Privacy Protection Act)
  - Provide Family Watchdog screenings of all members
  - Must be VeriSign Secure and McAfee-rated hacker safe

## 19. ADDITIONAL QUESTIONS

- A. Is your software Windows 10 compatible? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
(Note: if the answer is “No”, your submittal will not be considered)
- B. Services and Support: Explain your Company’s available workshops (specifically include photojournalism), camps, training, educational materials, budget support, computer programs, classroom activities, promotional and sales aids and other support provided for the District staff and students assigned to the yearbooks including any associated costs.
- C. Company Profile: Provide a cover letter and Company profile, including full legal name, address, phone, and fax number, applicable e-mail addresses, website information and description of your company’s background.
- D. Representative: Current resumes of local school representatives and plant representatives to be assigned to the District. Describe the duties and support that will be provided by the local school representative for various programs.
- E. Errors by Company: Explain your company’s policy for corrections, errors on proofs, missing pages, missing names, missing photos, wrong name to photo, etc. which is a result of an error by the Vendor and any associated credits.
- F. Errors by District: Explain your Company’s policy for corrections, errors on proofs, missing pages, missing names, missing photos, wrong name to photo, etc. which is a result of an error by the District and any associated costs.
- G. Free Books: Are promotional/library copies of the yearbook available at no charge? If so, how many copies are provided?

## FERNDALE HIGH SCHOOL

---

**BASIC BOOK:** Along with the other evaluated criteria, a successful Bidder shall be able to provide yearbook as specified below. The following shall be used for the Basic Book price:

<b>Number of Books:</b>	600
<b>Number of Pages:</b>	280
<b>Page Trim Size:</b>	9” x 12”
<b>Paper Stock:</b>	100# Gloss or 100# Enamel
<b>Cover:</b>	160-Board Point; School Designed 4-Color - Gloss Lamination.
<b>Binding:</b>	Smythe sewn, rounded and backed, PUR adhesive
<b>Endsheets:</b>	School designed full color; different front/back

---

**CONTRACT RENEWAL OPTIONS:** At the option of the Ferndale School District, this contract may be extended for four additional years. Bidder may indicate a percentage cost increase for contract renewal options. If there will be no change in pricing for these renewal periods, indicate clearly such as “NONE” or “ZERO” in the space provided.

Year	Renewable?		May be less than, but no more than the following percentage over the prior year:
	Yes	No	
<b>2020 – 2021</b>			
<b>2021 – 2022</b>			
<b>2022 – 2023</b>			
<b>2023 – 2024</b>			

**BASIC BOOK PRICE – FERNDALE HIGH SCHOOL \$ \_\_\_\_\_ PER BOOK**

**SIGNATURE PAGE**

Pursuant to and in compliance with the Information for Bidders, Additional Information for Bidders, and other documents relating thereto, the undersigned hereby proposes to furnish and deliver any or all of the articles enumerated and/or perform such work as specified at the prices quoted herein.

I hereby certify that I have read and understand the call for bids, and all proposal documents pertaining to this proposal submittal.

**COMPANY REPRESENTATIVE** \_\_\_\_\_

**Printed**

**SIGNATURE** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **DATE** \_\_\_\_\_

FIRM : ( ) Corporation ( ) Partnership ( ) Individual ( ) Other \_\_\_\_\_

Washington State License or Registration Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDUM:**

Bidder acknowledges receipt of Addenda by checking the corresponding box(es):

Addendum No. 1:	<input type="checkbox"/>	Addendum No. 2:	<input type="checkbox"/>
Addendum No. 3:	<input type="checkbox"/>	Addendum No. 4:	<input type="checkbox"/>

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INSTRUCTIONS TO BIDDERS

The following information, requirements, instructions and notices are the Ferndale School District's ("District") general instructions to all bidders. The terms "Bidder", "Proposer", "Vendor" and "Company" as well as "bid" and "proposal" are used throughout this document to refer to the vendor and their responsive submission. Bidders shall submit their proposals by entering unit prices and total lump sums, if applicable, in the spaces provided following each item. Bidders are requested to complete each section clearly in pen or typewriter with black or blue printing.

### 2. APPLICABLE LAW

This and related transactions shall be governed by the laws of Washington State. This proposal shall abide by the Ferndale School District policies and the State of Washington laws, rules and codes including, but not limited to Policies 7321 and 7324 and RCW 28A.335.190, 42.23.030, 42.23.040 and 43.19.1911.

### 3. ASSIGNMENT OF CONTRACT

The Bidder shall not assign this contract nor any part thereof, nor any monies due or to become due hereunder, without the prior written approval of the District.

### 4. BID PROTESTS

- A. Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Assistant Superintendent for Business and Support Services, and include:
1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
  2. The Invitation for Bid (IFB) or Request for Proposals (RFP) Number and Title under which the Protest is submitted;
  3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the District's decision;
  4. The specific ruling or relief requested; and evidence that all persons with a financial interest in the procurement have been given notice of the protest or if such persons are unknown, a statement to that effect.
- B. Who May Protest:
1. Protests based on specifications: Any prospective Bidder/Proposer.
  2. Protests following Bid submittal: Any Bidder or Proposer submitting a response to an IFB or RFP showing a substantial financial interest in the solicitation or award of any Contract.
- C. Time to Protest: Protests based on specifications or other terms in the IFB or RFP documents which are apparent on the face of said documents must be received by the District no later than two (2) calendar days prior to the date established for submittal of Bids/Proposals. The District must receive protests based on other circumstances within three (3) calendar days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all bids are rejected or after award of the Contract.
- D. Determination of Protest: Upon receipt of a timely written Protest, the Assistant Superintendent shall investigate the Protest and shall respond in writing to the Protest prior to the award of contract. The decision of the Assistant Superintendent shall be final.
- E. Failure to Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the District.

### 5. BONDS

The District reserves the right to require the successful Vendor(s) to furnish a performance bond before entering into a formal contract agreement for these services; the Vendor shall bear the cost for the bond.

**6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier transactions.

The prospective lower tier participant certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to the **Ferndale School District, Purchasing Department** if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the prospective lower tier participant enter into a **covered transaction** with another person at the next lower tier, the prospective lower tier participant agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participant will do this by:

- a. Checking the federal excluded parties list (www.sam.gov); or
- b. Collecting a certification from that person; or
- c. Adding a clause or condition to the **covered transaction** with that person.

The prospective lower tier participant agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**7. CERTIFICATION REGARDING LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By signing as the duly authorized representative of the applicant, you hereby certify that the applicant will comply with the above certification.

**8. COVENANTS AGAINST GRATUITIES**

- A. By signing this proposal, bidder certifies that they have not, either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding. If the District determines that collusion has occurred among bidders, none of the proposals from the participants of such collusion shall be considered. The District's determination shall be final.

- B. The Bidder warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were or will be offered or given by the Bidder or any agent or representative of the Bidder, to any Board member, officer, employee or student of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Bidder agreed to supply, shall be borne and paid for by the Bidder.
- C. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**9. 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.367 (except motor vehicle violations under RCW 46.61), sexual exploitation of a minor 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 School District to immediately terminate the contract.

**10. DISQUALIFICATION OF BIDDERS**

The District in its discretion, may determine that a bidder is not responsible and reject its proposal for any of the following reasons:

- A. More than one proposal on the same project from a bidder under the same or different names.
- B. Evidence of collusion with any other bidder or bidders. Participants in such collusion shall be disqualified from submitting any further bids.
- C. If a bidder is not qualified to perform the contract.
- D. Unsatisfactory performance record, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.
- E. Failure to pay or settle bills on any former or current contracts.
- F. If the bidder has previously defaulted in the performance of a written public contract, or has been convicted of a crime arising from a previous public contract.
- G. Any other inability, financial or otherwise, to perform the contract.
- H. For any other reasons deemed proper as determined from a pre-award survey of bidder's capability to perform.
- I. Any proposal Submitted by a Bidder who is not registered or licensed as may be required by the laws of the state of Washington.

**11. EXAMINATION OF INSTRUCTIONS, CONDITIONS, AND/OR SPECIFICATIONS**

Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a bidder to receive or examine any form, instruments, addendum or other document or to visit the site when required in order to acquaint the bidder with existing conditions, shall in no way relieve the bidder from obligations concerning the bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section

**12. FORCE MAJEURE**

The term force majeure shall include, without limitation by the following enumerations: acts of nature, acts of civil or military authorities, fire, accidents, and shutdowns for purpose of emergency repairs, industrial, civil or public disturbances which cause the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Vendor ceases to be excused pursuant to this provision, then the District shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Vendor to allocate limited resources between or among the Vendor's customers, the District shall receive no less priority in respect to such allocation than any of the Vendor's other customers.

**13. IMPLIED WARRANTIES PRESERVED**

The District will not accept any exclusion or modification of the implied warranties of merchantability or fitness for particular purpose by the seller.

All merchandise delivered is subject to inspection and acceptance or rejection to the satisfaction of the District. The bidder shall also assume all responsibility in making any necessary adjustments with freight companies or replacing any materials damaged in transit, to the satisfaction of the District.

**14. INDEMNIFICATION**

The Vendor shall defend, indemnify, hold and save harmless the District, their agents, representatives and employees (“Indemnitees”) from all loss, damage, liability, claims, allegations or expenses (including attorney fees and all expenses of litigation), 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 relating to or arising from Vendor’s discharge of its contained in this contract regardless of whether such conditions result from negligence of the District. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnitee within the scope of the Vendor’s said defense, indemnification and hold harmless obligations. The Vendor shall pay attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligation of this Paragraph. The Vendor 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 the Vendor’s own negligence or fault in whole or part causing the claimant’s damages. To that extent, the Vendor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

**15. INSURANCE COVERAGE**

The vendor shall, at its sole expense, purchase and maintain the insurance so indicated below, and a Certificate of Insurance shall be provided to Ferndale School District prior to starting services. Such insurance shall not be canceled or reduced until 30 days prior written notice has been given to Ferndale School District:

- Commercial General Liability with a limit of \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises and operations liability, contractual liability, personal injury liability.
- Automobile Liability with a limit of \$1,000,000 per occurrence
- Workers Compensation (L&I) or confirm that Vendor lawfully waives coverage under Workers Compensation and Unemployment Compensation laws.

Additional Insured: Include Ferndale School District its’ officials, employees and agents as additional insurers.

**16. INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the proposal request, or finds discrepancies in, or omissions from the specifications, they may submit to the District a written request for an interpretation or correction thereof. The Bidder submitting the request will be responsible for its prompt delivery and **it must be received by the Purchasing Department not later than seven (7) calendar days before the date specified for receipt of proposals**. Request for interpretation of specifications must be hand delivered, mailed, or faxed to the Purchasing Department, Tammy Longstaff, at 360-383-9203. E-mail inquiries are also acceptable to: tammy.longstaff@ferndalesd.org. Any interpretation or correction of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed, emailed, faxed, or delivered to each person receiving a set of such proposal documents. All such addenda shall become part of the proposal documents. No oral interpretation of any provision in the proposal documents will be made to any bidder

**17. LATE BIDS**

It is the sole responsibility of the bidder to see that the bid is received by the designated date and time. Any bid received after the time set for the submission of bids will be returned unopened. The clock located on the Ferndale School District’s Reception phone at the District office at 6041 Vista Drive, Ferndale, WA 98248 will be the official time used.

**18. LIQUIDATED DAMAGES**

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract items. The Vendor covenants and agrees that in the event suit is instituted by the purchaser for any non-performance, breach or default on the part of the Vendor, and the Vendor is adjudged by a court of



competent jurisdiction, the Vendor shall pay purchaser all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees. In addition, the Vendor agrees to replace or repair (at the option of the District) any and all District owned property damaged or destroyed resulting from the negligence of Vendor.

**19. MODIFICATIONS**

Bidder-initiated changes in or additions to the bid invitation, recapitulations of the work bid upon, or alternate proposals or any other modifications of the invitation, which are not specifically allowed in the contract documents, may result in the District's rejection of the bid as being non-responsive to the invitation. The Bid Document shall not be altered. A Bidder submitting a deviation shall do so by way of an addendum. No oral telephone modifications of any bid submitted will be considered.

**20. NON-DISCRIMINATION**

The District is an equal opportunity employer. The bidder understands and agrees that its compliance with applicable Federal and State non-discrimination laws is a condition precedent to its right to bid and that violation of said laws may result in rejection of the bid or subsequent cancellation of the resulting contract.

**21. "OR EQUAL" CLAUSE**

Whenever an item is specified by giving the manufacturer's name, brand or number, unless followed by the words "no substitutes", it is understood that the words "or approved equal" follow. The District reserves the right to determine whether "or equal" standards are met.

**22. PATENTS AND ROYALTIES**

The Vendor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

**23. POINT OF CONTACT**

Tammy Longstaff  
6041 Vista Dr. | PO Box 698  
Ferndale, WA 98248  
tammy.longstaff@ferndalesd.org  
Phone: (360) 383-9203 | Fax: (360) 383-9201

**24. RELATIONSHIP WITH THE DISTRICT**

By the act of submitting a bid, the bidder agree the prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

In preparing this Response, you have not been assisted or coerced by any current or former employee of the District whose duties relate (or did relate) to the District solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response.

**25. SAFETY CONDITIONS**

All items furnished must satisfy all applicable requirements of OSHA and/or Washington Industrial Safety and Health Act and other applicable codes, regulations, ordinances and laws in effect at the time of delivery.

**26. TAXES**

State and Local Sales Taxes shall not be included in any item of this bid. However, the District shall pay applicable sales tax to the Bidder and the Bidder shall make sales tax payments as provided by statute.

27. **TERM**

The initial term of this contract is September 1, 2019 to August 31, 2020 or as so noted on the District's "Notice of Award" letter with the option to renew for additional year(s) or portions thereof. Extensions for each additional one year term shall be offered at the sole discretion of the District and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent renewals and extensions, shall not exceed 5 years unless an emergency exists and/or special circumstances require a partial term extension. The District reserves the right to extend with all or some of the vendors, solely determined by the District. The District may at any point during the awarded contract cancel any outstanding term remaining for any reason. The District will provide 30 days advance written notice in the event this occurs.

28. **UNIT PRICE BID**

It is understood that all quantities specified in this bid are as accurate as can be ascertained at this time and that it shall be the privilege of the District to alter quantities as necessary to fit exact requirements. If the quantities are decreased, payment will be made on actual quantities at the bid unit price. The undersigned bidder shall make no claims for anticipated profits or additional compensation for any decrease in the quantities. It is expressly understood and agreed that the District may purchase any number of items from the bidder at the bid unit price.

The District reserves the right to split awards by item in securing the best advantage for the District, providing quality of product is maintained.

Unless the District specifies otherwise, the bid price shall include the bidder's total charges for supplying all products and/or services, including transportation charges at any location within District boundaries. The District will specify exact locations when the bid is awarded and products and/or services are ordered.

29. **VENDOR SELECTION CRITERIA / BID AWARD**

Quality of product, attentive service, reputation of the vendor, as well as price is considered in the District's selection process. These criteria will also be factors when deciding whether to take advantage of renewal options. In determining the responsibility of the Bidder, RCW 43.19.1911 states, "in addition to the price, the following elements shall be given consideration:

- The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the contract or services;
- Lowest life cost cycling
- Such other information as may be secured having a bearing on the decision to award the contract."

Specific weighted evaluation criteria for this RFP are noted within the attached pages.

Failure of a Bidder to be deemed responsible or responsive may result in the rejection of a bid. The District reserves the right to reject any or all bids, or any items thereof, and to waive minor bidding informalities or irregularities.

It is understood and agreed that this proposal may not be withdrawn after the date set for the opening of proposal, nor may the bidder refuse to accept any contract proffered based on the proposal for the period of sixty (60) days from date of bid. Bidders shall honor all quoted unit prices and will not be permitted to withdraw any/all unit prices after the proposals are opened.

A written award or notice to proceed will be mailed or otherwise furnished to the selected firm. A fully executed proposal, signed by all parties shall serve as the binding contract. The District will sign no other contract.

The District reserves the right to award the bid in total to a single vendor or split the award to more than one vendor.

30. **WITHDRAWAL OF PROPOSALS**

Any bidder may withdraw their bid by written request, at any time prior to the scheduled closing time for receipt of proposals.