



NORTHSHORE SCHOOL DISTRICT No. 417
3330 Monte Villa Parkway Bothell, Washington 98021

REQUEST FOR PROPOSALS

YEARBOOK FOR SECONDARY SCHOOLS

RFP# 2023-03-02

for

Northshore School District
3330 Monte Villa Parkway
Bothell, WA 98021

Bid Opening: March 2, 2023, at 3:00 P.M.

REQUEST FOR PROPOSALS

YEARBOOK FOR SECONDARY SCHOOLS RFP# 2023-03-02

DUE MARCH 2, 2023, at 3:00 PM

Notice is hereby given that sealed proposals will be received by the Northshore School District No. 417, King, and Snohomish Counties, hereinafter referred to as District, from qualified Bidders to provide Yearbook production and services to Middle Schools and High Schools, effective April 1, 2023.

Proposals are due March 2, 2023, at 3:00 PM

Estimated annual value: \$600,000

Each proposal shall be in accordance with the Request for Proposals Document. The Northshore School District reserves the right to reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The Request for Proposals document(s) is available <https://www.nsd.org/our-district/departments/business-services/purchasing/business> and WEBS <https://pr-webs-vendor.des.wa.gov> Small Businesses and Minority and Women- Owned Businesses are encouraged to apply.

Publication(s):

Seattle Daily Journal of Commerce; January 25, 2023, and January 30, 2023

*Northshore School District prohibits discrimination on the basis of age, sex, marital status, sexual orientation including gender expression or identity, race, creed, religion, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. The following employee(s) have been designated to handle questions and complaints of alleged unlawful discrimination: Director of Human Resources **Abel Ghirmai** (Title IX, ADA and Civil Rights Compliance), Director of Student Services **Rick Ferrell** (Section 504), 3330 Monte Villa Parkway, Bothell, WA 98021, 425-408-6000*

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INFORMATION AND GENERAL INSTRUCTIONS

I. INTRODUCTION

A. PROJECT BACKGROUND

Northshore School District (District) teaches journalism classes where students learn to collaborate in order to create and publish the written historical record of the school year. Yearbooks are created by and include the students who design and create the book. Yearbooks have proved to be valuable to the school community and as such, the District is responsible steward of our community's finances and follows a competitive procurement process that ensures open, fair, and transparent selection of yearbook providers.

B. OBJECTIVE

The District desires to create a roster of responsive, responsible bidder(s), who are awarded contract(s) through a formal bid process that complies with State procurement guidelines in order to provide yearbooks for secondary schools, and related services, as set forth in this request for proposal. The District may award multiple Bidders, reject all proposals, waive informalities in the proposal process, or do nothing at all.

II. INSTRUCTIONS TO BIDDERS

A. GENERAL INSTRUCTIONS TO BIDDERS:

Northshore School District ("District") is requesting proposals (RFP) from responsible and responsive Bidders of yearbooks and related services that will best meet the needs of the District.

Bidder shall submit one (1) clearly marked original RFP, and one (1) electronic copy of the proposal in PDF format on a flash drive. Proposals are to be submitted in a sealed envelope or box addressed to:

Joy Kuhlmann, Contracts and Procurement Manager
Yearbooks for Secondary Schools RFP# 2023-03-02
Northshore School District
3330 Monte Villa Parkway
Bothell, WA 98021

The envelope/box shall contain the following information on its face:

Name of the Bidder, Bidder's address, and the title "Yearbooks for Secondary Schools RFP# 2023-03-02"

The vendor has full responsibility to ensure the proposal arrives to the administrative office by the due date and time. NSD assumes no responsibility for delays caused by the U.S. Post Office, Overnight Delivery, or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned unopened

to the vendor or may simply be declared non-responsive and not subject to evaluation, at the sole determination of NSD. **Electronically transmitted or faxed proposals will not be accepted.**

B. MODIFICATIONS

Bidder initiated changes in or additions to the bid invitation (RFP), recapitulations of the work bid upon, or alternate bids 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.

C. "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.

D. CONFLICTS OF INTEREST

No director, employee or agent of the Bidder shall give or receive any commission, fee, rebate, gift, or entertainment in connection with the work, or enter into any non-consumer business arrangement with any director, employee, or representative of Northshore School District No. 417, other than as a representative of the District.

E. AWARD

District intends to award contract(s) to responsive and responsible Bidder(s) whose proposal offers the best overall value to the District. Additional information about scoring of proposals can be found in Section 3 below.

Distribution of this RFP or receipt of any proposal shall not constitute a commitment by the District to any Bidders. If it is determined that the submitted proposals are not economically beneficial to the District or for other business reasons, the District may, at its sole discretion, reject all proposals or waive informalities in the request for proposal process.

F. TERM

The initial term of this contract will begin April 1, 2023, through March 31, 2024, and may be renewed annually for four (4) additional years. The successful Bidder(s) must certify that all of the services proposed are readily available and that District will not incur costs in excess of the proposed rates for the duration of each annual contract period and any optional extension terms.

G. TIMELINE

Distribution of this RFP or receipt of any proposal shall not constitute a commitment by the District to any Bidders. If it is determined that the submitted proposals are not economically beneficial to

the District or for other business reasons, the District may, at its sole discretion, reject all proposals or waive informalities in the request for proposal process.

The following is a draft schedule of procurement activities related to this RFP:

<u>Date</u>	<u>Activity</u>
1/25/2023	Date of First Advertisement
1/30/2023	Date of Second Advertisement
2/28/2023	Last Day to Submit Questions or Requests for Clarifications
3/02/2023 at 3:00PM	Proposal Due Date, Public Bid Opening at District Administrative Office
3/06/2023	Bidders Notified of Interview Selections and Interviews if required
3/16/2023	Board Consent Agenda items due
3/16/2023	Notice of Intent to Award (All Bidders Notified)
3/27/2023	Board Approval Consent Agenda – Contract(s) Awarded
4/01/2023	Contract Start Date

III. PREPARATION OF PROPOSAL

A. SUBMITTALS

Bidder must submit a complete proposal in accordance with the requirements of below. All costs in submitting a proposal, responding to inquiries, and if requested, demonstration of services shall be borne in full by the interested Bidder.

Required Bid Document Attachments include (but not limited to):

- Attachment A – Company Information and References
- Attachment B – Bid Certification
- Attachment C - Debarment and Anti-Lobbying Certification
- Attachment D - Wage Certification
- Attachment E - Cooperative Purchasing Information
- Attachment F – Basic Bid Cost Proposal
- Attachment 2023 – Basic Yearbook Specifications
- Attachment 2023 – Bidder Experience Questionnaire
- Attachment 2023 – Optional Item Price List

B. SIGNATURES

The proposal cover letter and all required forms must be signed in the name of the Bidder and must bear the title and signature of the person duly authorized to sign the proposal. **Missing required signatures may result in non-responsive bid determination.**

C. WITHDRAWAL OF PROPOSAL

Any Bidder may withdraw its proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. Proposals cannot be withdrawn after the deadline and will be valid for a period of 90 days from the date due.

D. EXAMINATION OF RFP REQUIREMENTS, QUESTIONS

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, attachment, clarification, addendum, or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the proposal or the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

E. LICENSING REQUIREMENTS

The Bidder must be licensed to do business in the state of Washington, and able to meet all requirements and possess any and all permits and/or licenses required as applicable.

F. QUESTIONS

Questions or requests for interpretation of specifications must be emailed to Joy Kuhlmann, Contracts and Procurement Manager, at jkuhlmann@nsd.org, referencing the title of this RFP in the subject line. Interpretations and answers to questions shall be communicated by a formal Clarification document that will be made available to all Bidders. Any Addendum or Clarification issued will be posted to the District website (<https://www.nsd.org/our-district/departments/business-services/purchasing/business>) or WEBS (<https://pr-webs-vendor.des.wa.gov/home.html>). It is the responsibility of the Bidder to check the District website or WEBS regularly for updates. No oral interpretation of any provision in the proposal documents will be made to any Bidder.

During the time-period that this RFP is active beginning with the date of first advertisement and ending with the date of contract award, no Bidder shall have any communication with any employee or contractor of District about this RFP except for Joy Kuhlmann, Contracts and Procurement Manager. Violations of this requirement may result in disqualification of Bidder.

IV. **CONTRACT GENERAL TERMS and CONDITIONS**

Proposals should be submitted with the most favorable terms which the Bidder can propose.

A. INSURANCE

Commercial General Liability Coverage in the amount of \$1M per occurrence and proof of Workers Compensation required. Northshore School District must be added to the CGL as an Additional Insured.

B. DELIVERY/AVAILABILITY

Delivery of services must occur during District-agreed upon hours. The bidder is available to provide services per the school calendar in Exhibit A.

C. TAXES

Proposals are not to include sales tax. The District is exempt from Federal Excise Taxes, but responsible for WA State "use tax" per the Department of Revenue.

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

D. PROTEST PROCEDURE

District's Protest Procedure can be found on the website at (<https://www.nsd.org/our-district/departments/business-services/purchasing/business>).

E. PUBLIC INFORMATION/CONFIDENTIALITY

The District understands that Bidders may include within their proposal information that is deemed confidential in the opinion of the Bidder. The Bidder must understand that the District is subject to clear legislation governing open records and public information requests within the State of Washington. Bidders must clearly mark portions of their proposal that they feel are exempt from disclosure pursuant to RCW 42.56 or any other state and federal statute and include an explanation as to why they believe the indicated documents are exempt. The District will not be bound by any blanket confidentiality agreements, and the District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption.

Bidder acknowledges the obligations for maintaining the confidentiality of any student records and access to the parents and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA).

F. SAMPLE CONTRACT (Exhibit G)

Bidder shall review the attached Sample Contract (Exhibit G). Bidder shall be prepared to execute this document if selected. If Bidder would like to request exceptions to any terms or provisions of this RFP or Contract template, Bidder shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the RFP can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to deny or negotiate these contract terms with the selected Bidders.

V. SCOPE OF WORK

Included in RFP package are Northshore School District's Basic Bid Specifications, an "Optional Items Price List" for yearbook pricing, and Questionnaire, for the six (6) middle schools, four (4) senior high schools, and 1 choice school in the Northshore School District.

Bids are requested for a "Basic Book" for the middle schools and a "Basic Book" for senior high schools. The Basic Book Price is to be based only on listed specifications. Do not indicate a price adjustment under Basic Book Price as Bidders are also requested to provide prices for an "Optional Items" list. Individual schools may use the "Optional Items Price List" to modify their Basic Book. It is important that Bidders review each specification prior to submitting a bid.

Bidders must respond to each item in the bid form and pricing must be submitted on the forms provided. If there is no charge for any item, please indicate "N/C" or "No Charge". 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 initial contract and each subsequent renewal year.

A. REQUIRED PRICING DOCUMENTS INCLUDED IN RFP PACKAGE

1. Attachment 2023 Basic Yearbook Specifications
2. Attachment 2023 Bidder Experience Questionnaire
3. Attachment 2023 Optional Item Price List

B. INVOICING

1. The Bidder shall present to the Purchasing Department and each school's Yearbook Advisor a detailed quote of the school's yearbook plan to include timelines, estimated pages per book, estimated books, and a fully itemized statement of costs added to the "Basic Book Bid." The quote shall be received no later than December 15th of each contract year.
2. The final billings for the yearbook shall be in the hands of the Yearbook Advisor and school Bookkeeper by date of shipping to allow the District's Accounting Department time to close the books for the yearbook accounts.
3. Should itemized statements indicate costs would exceed budgetary estimates, the Advisor shall have the option of reducing use of color, number of pages, end-sheets, and other "Optional Item Pricing", at the price bid any time prior to the beginning of actual production on such contract item without penalty.
4. NOTE: The fiscal school year for Northshore School District is from September 1 through August 31 each year.

C. PAYMENT SCHEDULE

No prepayment discounts will be allowed. Up to twenty-five percent (25%) of the total agreement may be paid by January 15; up to fifty percent (50%) of the total agreement may be paid by May 1; final payment thirty (30) days after delivery or pending adjustment for damaged or improperly bound and/or printed books.

D. MAILING/SHIPPING COSTS

All prices quoted shall be F.O.B. to the applicable school and the shipper will provide truck unloading services into the school building storage area. 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 yearbook company. Preprinted labels are to be supplied by the Bidder for all mailing between school and publisher. Schools will submit to the publisher, prior to final billing, all mailing costs that were paid

by the school throughout the year. The publisher shall credit the school's final bill for all mailing charges submitted. All credits MUST be applied to current year's publication.

E. DELIVERY DATES

Yearbooks must be shipped to the school on the date and time specified by the Yearbook Advisor. The Yearbook Advisor must approve any change in the delivery schedule. Any storage charges will be the responsibility of the Bidder. Delivery date shall not be later than ten (10) days before each school's book distribution date.

F. 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 is phoned into the representative or the plant.

Bidders to indicate type of supplies furnished at no extra charge – See Program Questionnaire – Page 26.

G. DEADLINES/DELAYS

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

1. Final deadlines shall be not less than four (4) weeks prior to delivery; earlier deadlines may be bid in "Optional Pricing". Delivery date of books to each school is dependent upon the school-year calendar. The date shall be established in November
2. Should it appear that the meeting of the final delivery date is in jeopardy as a result of missed deadlines by school, the Bidder is responsible for informing the Yearbook Advisor, ten (10) school 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.
3. If the school meets all deadline obligations, the Bidder will pay the District \$250.00 for each school day Bidder is late in delivering the books. In addition, if books arrive after the last day of school, the Bidder will pay postage charges plus all shipping and handling of books to the school's purchasers.
4. Yearbook Advisor shall immediately be notified in writing of delays caused by strikes, fires, or other disasters. Delays in meeting deadlines, except for final deadline, caused by school closure due to snow, fire, or other disaster, shall not be cause for penalty if Bidder is notified immediately of such unavoidable delay. Deadlines should be adjusted to compensate for this type of delay, except for the final deadline, which will remain the same.

H. CREDIT FOR RETURNS/DAMAGED BOOKS

Books damaged in shipping will be the responsibility of the Bidder to arrange credit or replacement. Books damaged in production are the responsibility of the Bidder to fix, replace, reimburse, or issue credit to the school. Should replacement be made after last day of school, it shall be the

responsibility of the Bidder to pay for postage charges plus all shipping and handling of books to the school's purchasers. Credit issued will be determined from the basic unit bid price plus any optional items added and be applied to the final billing. All credits shall be applied to current year publication.

I. **CONFLICT OF TERMS AND CONDITIONS**

If successful Bidder has a printer's agreement, the terms and conditions of this Northshore School District bid contract shall prevail in the event of any conflicts between the bid contract and the printer's agreement.

J. **COPY RETURN**

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

K. **SAMPLE YEARBOOK**

Samples to be provided upon request

VI. **CONTENT, FORM, AND EVALUATION OF PROPOSALS**

A. **CONTENT**

Interested Bidders are advised to provide as much detail as possible pertaining to their capabilities and experience to the services outlined in this proposal; however, Bidders should not include extraneous marketing materials. Information shall be presented in a clear, comprehensive, and concise manner and in the format prescribed below.

B. **EVALUATION CRITERIA**

Proposals will be evaluated on a PASS/FAIL basis for Responsiveness. Responsive bids will include meeting the following requirements:

- Submittal of one hard copy proposal with original signatures
- Submittal of a thumb drive/flash drive of the proposal, including signatures
- Completion of Attachments A, B, C, D, E, and supplemental questionnaires, optional price lists, and basic specifications, **to include authorized signatures**
- Cover letter
- Brief resume of the Bidder, including home and branch office information; date established; former name(s); and type of ownership or legal structure.
- Bidder is not debarred per SAM/EPLS
- Bidder is registered with WA Department of Revenue and Secretary of State - UBI provided
- District reserves the right to follow up with the Bidder to request additional information to determine responsiveness or to deem proposal unresponsive.

C. **EVALUATION OF PROPOSALS**

If a Proposal receives a pass score from the responsiveness evaluation, it will proceed to responsibility evaluation. Evaluations will be based on the criteria listed below. The District will assign points to each responsive proposal at its own discretion.

D. WEIGHTED SCORING CRITERIA

	Criteria	Point Value
1	HIGH SCHOOL - BASIC BID Price - Attachment F Cost	10
	MIDDLE SCHOOL - BASIC BID Price - Attachment F Cost	10
2	HIGH SCHOOL SPECS: BASIC BID - INCLUDED: (1) Points available Basic Bid Specifications x 10 Items	10
	MIDDLE SCHOOL SPECS: BASIC BID - INCLUDED: (1) Points available Basic Bid Specifications MS x10 items	10
3	Questionnaire Response #1-6	10
4	OPTIONS	
	HIGH SCHOOL OPTIONS PER 1000	15
	MIDDLE SCHOOL OPTIONS PER 550	15
5	Previous Performance and Experience	10
6	Quality of Proposal	10
	TOTAL POSSIBLE POINTS	100

- Basic Bid Points (Cost Proposal) will be assessed by best price assessed 10 points, next best reduced by 2 points, and so on. Equal pricing will receive same score/rank points.
- Specifications of included items will be assessed 1 point for each of the 10 requirements.
- Questionnaire points assessed according to evaluation and possible points per question.
- Options points will be awarded as follows:
 - 15 points to Bidder with most favorable total items
 - Reduce by 3 points next highest favorable total items, etc.
- Previous Performance assessed based on evaluation and points available.
- Proposal Quality refers to the overall quality of the proposal submitted by the Bidder. This includes completeness, compliance with proposal instructions, organization, spelling and grammar, and conciseness of descriptive text material.

The District reserves the right to contact Bidders to clarify proposals and/or ask for additional information. This may include requests for demonstration of services proposed.

The District reserves the right to waive any irregularity in any proposal, to accept or decline any and/or all of the proposals, to take no action whatsoever, and/or to request the submittal of new proposals. All proposals submitted become the property of the District and will not be returned.

Once scoring is complete, District will determine which Bidders have the highest total scores. District will issue a Notice of Intent to Award/Apparent Successful Bidder(s) contracts to the highest-ranked Bidders. All Bidders who submitted a proposal will be notified in writing of this decision.

E. AWARDED CONTRACT(S)

1. Contract(s) will be awarded to the Bidder(s) who provide(s) a proposal which best meets the requirements of this RFP, cost and all other factors considered and weighted by the District in its sole discretion. The proposal shall be valid for one hundred forty (140) days from the proposal due date.
2. District responsibilities are outlined in accordance with Sample Contract Exhibit G under Section II. Duties of the District. If selected, Bidder must prepare to agree to and sign Contract per Exhibit G.
3. Apparent successful Bidder(s) notification will be emailed to all Bidders, indicating potential contract award(s) to be approved at School District Board Meeting.
 - a. Bidder may request debrief after contract(s) awarded.
 - b. If needed, Bidder may submit protest once Apparent Successful Bidder(s) announced.
 - i. Protest procedures found on District website: <https://www.nsd.org/our-district/departments/business-services/purchasing/business>
4. Awarded contract(s) to become effective April 1, 2023.

F. DISQUALIFICATION OF BIDDERS

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

- Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further proposals.
- If District determines that Bidder is not qualified to perform the contract.
- Unsatisfactory performance record, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.
- Failure to pay or settle bills on any former or current contracts.
- 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.
- Any other inability, financial or otherwise, to perform the contract.
- For any reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.
- Any proposal submitted by a Bidder who is not registered or licensed as may be required by the laws of Washington State.

G. EXCEPTIONS

Bidder shall review the Sample Contract for this RFP (Exhibit G) and be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder

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shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidder.

ATTACHMENT A

COMPANY INFORMATION AND REFERENCES

I. Brief Resume of Bidder

Company Name: _____

Date Established: _____

Former Names (if any): _____

Type of Ownership or Legal Structure: _____

Corporate Address: _____

Branch Address (if applicable): _____

II. References

Three references are required. References may be contacted, therefore accurate contact information is required. Failure to provide accurate contact information may result in scoring deductions.

Reference 1: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Brief Description of Work Performed: _____

Reference 2: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Brief Description of Work Performed: _____

Reference 3: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Brief Description of Work Performed: _____

ATTACHMENT B

CERTIFICATION

Pursuant to and in compliance with this Request for Proposal and all documents relating thereto, the undersigned hereby offers to furnish and deliver any or all of the articles enumerated at the prices quoted herein.

The Undersigned further declares that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any representative of the District, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Project.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Legal Company Name: _____

Telephone: _____

Email Address: _____

UBI Number: _____

DUNS Number: _____

Acknowledge receipt of addendum # _____ through _____.

ATTACHMENT C

DEBARMENT AND ANTI-LOBBYING CERTIFICATION

_____ certifies that to the best of their knowledge/belief that neither _____ as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

_____ shall provide immediate written notice to Northshore School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Northshore School District should determine at any time that this certification is false, Northshore School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

Individual and/or company agree 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.

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The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203 - 11 and 52.203 - 12 and 31 U.S.C. 1352, the "Byrd Anti - Lobbying Amendment."

(a) FAR 52.203 - 12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Authorized Signature: _____ Date: _____

Printed Name

Company

ATTACHMENT D

CONTRACTOR CERTIFICATION

Wage Theft Prevention – Responsible Bidder Criteria Northshore School District Goods & Services Contracts

Prior to awarding a contract, Northshore School District is required to determine that a bidder is a 'responsible bidder'. Pursuant to legislative enactment in 2017, RCW 39.26.160(2) & (4) requires responsible bidder criteria to include contractor certification that the contractor has not willfully violated Washington's wage laws.

On behalf of the firm identified below, I hereby certify as follows (check one):

No Wage Violations. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

or

Violations of Wage Laws. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Firm Name: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

ATTACHMENT E

COOPERATIVE PURCHASING INFORMATION

In the event another area school district or public entity has the need for the same services, they may wish to utilize another executed bid in the area. RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the District's contracts, provided that the Bidder has agreed to such participation.

If the cooperative purchasing process is allowed, then each district will take responsibility for its own purchase orders, payment procedures, evaluations, and scheduling of Bidder's services. Each district will take responsibility for performance of any purchasing contract with the Bidder.

Each Bidder shall indicate on this bid form whether it will honor the pricing and terms and conditions to other public agencies in accordance with this Agreement's terms and conditions. Award of the contract(s) will not be affected by the Bidder's agreement to allow cooperative purchasing. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District's contract through an Interlocal Agreement.

As per the terms and conditions of this contract, will the Bidder allow public agencies in addition to Northshore School District to purchase from this contract?

Yes: _____ No: _____ (check one)

If yes, Bidder will have the opportunity to review ability to perform/deliver to requesting agencies prior to commencement of services.

Authorized Signature: _____ Date: _____

Printed Name

Company

ATTACHMENT F COST PROPOSAL

"BASIC BID" PRICE PROPOSAL

A. BASIC BID PRICE:

BASIC SENIOR HIGH YEARBOOK \$ _____ **PER BOOK***

*Price to include all shipping and handling charges

BASIC JUNIOR HIGH YEARBOOK \$ _____ **PER BOOK***

*Price to include all shipping and handling charges

B. CONTRACT RENEWAL OPTIONS:

At the option of the Northshore School District, this contract may be extended for four additional years.

1. For the second 12 months, 2024-2025 SCHOOL YEAR, bid prices shall:

BIDDER MUST CHECK ONE OF THE BOXES

- () Remain unchanged from 2023-2024
- () Be reduced by _____ % from 2023-2024
- () Be increased but not to exceed _____ % from 2023-2024

2. For the third 12 months, 2025-2026 SCHOOL YEAR, bid prices shall:

BIDDER MUST CHECK ONE OF THE BOXES

- () Remain unchanged from 2024-2025
- () Be reduced by _____ % from 2024-2025
- () Be increased but not to exceed _____ % from 2024-2025

3. For the fourth 12 months, 2026-2027 SCHOOL YEAR, bid prices shall:

BIDDER MUST CHECK ONE OF THE BOXES

- () Remain unchanged from 2025-2026
- () Be reduced by _____ % from 2025-2026
- () Be increased but not to exceed _____ % from 2025-2026

4. For the fifth 12 months, 2027-2028 SCHOOL YEAR, bid prices shall:

BIDDER MUST CHECK ONE OF THE BOXES

- () Remain unchanged from 2026-2027
- () Be reduced by _____ % from 2026-2027
- () Be increased but not to exceed _____ % from 2026-2027

Pursuant to and in compliance with the Information for Bidders, Additional Information for Bidders, and other documents relating thereto, the Bidder 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.

"BASIC BID" SPECIFICATIONS FOR YEARBOOK

Listed below are the specifications for the Junior and Senior High School "Basic Yearbook". Bidders are requested to provide a bid for a Basic Book for the Middle School and a Basic Book for the Senior High based on these specifications.

1. NUMBER OF BOOKS

Senior High: Basic Bid to be based on an estimated 1,000 books per school (To be finalized by January 31st by each Yearbook Advisor without penalty)

Middle School: Basic Bid to be based on an estimated 550 books per school (To be finalized by January 31st by each Yearbook Advisor without penalty)

2. NUMBER OF PAGES/COLOR - Number of pages bound in book, not including end-sheets, blanks, company-designed pages, or supplements, but including advertising pages

Senior High: shall not be less than 304 pages in full color

Middle School: shall not be less than 104 pages in full color

3. PAGE TRIM SIZE

Senior High: shall be 9" x 12"

Middle School: shall be 8 1/2" x 11"

4. PAPER STOCK BID - Samples to be submitted with bid

Senior High: shall be 80# Gloss

Middle School: shall be 80# Gloss

5. COVER BID - Bidder to supply a sample of 120 pt. and 160 pt. with bid

Senior High: to be constructed of 160-point

Basic Bid shall allow for four-color matte or gloss lamination on lithograph. Price based on November 15th submittal.

Color cover proof to be furnished to school and approved prior to release for production.

Middle School: to be constructed of 120-point

Basic Bid shall be lithograph, using four applied colors. Price based on November 15th submittal.

Color cover proof to be furnished to school and approved prior to release for production.

6. BINDING

Senior High: Smythe sewn, rounded and backed top and bottom headbands

Middle School: Smythe sewn, rounded and backed top and bottom headbands

7. END-SHEETS

Senior High: to be a minimum of 65# stock, all color, same front and back or colored text paper

Middle School: to be minimum of 65# stock, one applied color, same front and back or colored paper

8. GRAPHICS/CLIP ART - The basic bid price MUST include the following:

Schools shall be provided a full array of company-supplied artwork that can be enlarged or reduced at no additional charge to the school. Graphics must be supplied on DVD and/or online at no additional charge to the school.

9. PAGE MAKE UP

The base bid price to include computerized, industry-standard, yearbook page templates and both pre-existing layouts that can be altered or used as is, in addition to layouts that can be created and customized by the user. Templates must have the ability to be used under the school's version of Adobe Creative Cloud.

- A. Schools shall submit pages on Adobe Creative Cloud.
- B. Schools shall have the ability to select from a large variety of fonts provided at no charge by the publisher.
- C. Schools will submit all pages in either digital format or conventional format at no charge.
- D. Minimum dpi of 2400 for final output
- E. Schools may provide pictures, logos, art and any other items linked and placed as EPS, TIFF, PSD, PDF or JPG.
- F. Bidder shall offer an electronic individual and group picture page makeup program which automatically places names and picture shots on the layout. Each school has the option to use any photographer of their choice without restriction or charges.
- G. Schools will be allowed to create their own picture layouts.

10. PROOFS

- A. The base price shall include all proofs to be furnished showing all elements of the page, including pictures and type in place. (Paper proofs for InDesign production and PDF – on demand proofs for online submission)
- B. Schools may elect to make proof corrections at no additional charge.
- C. Errors identified through signed proof and not corrected by company will be resolved by negotiation with the Purchasing Department.
- D. The yearbook company shall reimburse the school for any postage paid for return of proofs. Schools shall be allowed to select any method of submittal and credit shall be applied to the final billings.

NORTHSHORE SCHOOL DISTRICT
YEARBOOKS for SECONDARY SCHOOLS RFP# 2023-03-02
BIDS DUE MARCH 2, 2023 at 3:00 PM

- E. Any additional costs of corrections or modifications to proofs must be itemized under the "Optional Item Price List" section of this bid.

BIDDER'S EXPERIENCE QUESTIONNAIRE
Must be submitted with bid documents

COMPANY NAME _____

WORK SHOPS/CURRICULUM PROGRAMS

1. Indicate any curriculum programs, including camps and photojournalism training available to both the yearbook advisors and students, provided by your company, and the corresponding cost to attend. If your company offers a yearbook camp(s), please specify to whom and what the camp(s) is geared for and what time(s) of the year the camp is expected to be offered, registration deadlines, the cost, if any, and the number of slots available to Northshore School District staff and students. If there is no cost to Northshore School District to attend these curriculum activities, please indicate so, and provide all details. (2 pts available)

2. Is software compatible with Adobe InDesign. List any Production supplies in addition to software provided at no charge to schools: (2 pts available)

3. If a school requests an in-service day prior to the start of school for any staff involved in yearbook production, would your company be willing to provide the local representative to attend the in-service day at no charge? The representative would assist the advisor and demonstrate yearbook design; page preparation and submission; creating, customizing, and finalizing layouts, including copy and photos, theme development, cover and end-sheet design. (2 pts available)

4. Indicate any online or webcast training available to both the yearbook advisors and students, provided by your company, and the corresponding cost. Please give a brief overview of the available training and the topics that are included. (2 pts available)

NORTHSHORE SCHOOL DISTRICT
YEARBOOKS for SECONDARY SCHOOLS RFP# 2023-03-02
BID DUE MARCH 2, 2023 at 3:00 PM

5. Indicate type of supplies furnished at no extra charge. (1 pt available)

6. List any other services or special features offered at no charge, with examples of marketing tools:
(1 pt available)

NORTHSHORE SCHOOL DISTRICT
YEARBOOKS for SECONDARY SCHOOLS RFP# 2023-03-02
BID DUE DATE MARCH 2, 2023 at 3:00 PM

OPTIONAL ITEM PRICE LIST

Individual schools may use the "Optional Items" list to modify their Basic Book to meet differing requirements as to number of books, types of print and color, and other specifications. These modifications will be determined on the basis of cost factors shown in the following optional item prices. Some of the items described under the Optional Item Price List of this bid may be included in the "Base Bid" and are so noted. All Yearbook Advisors will review these Optional Items to assist them in arriving at final specifications for their particular book. It is, therefore, requested that each bidder indicate the price, if any, on all Option Items. **If there is no charge by your company for such items, please indicate "NC" or "No Charge"; do not leave any item blank. Please respond using black or dark blue ink. Bidder must respond as requested when asking for "per book" or "per page" pricing. Bidder shall not respond with "per signature" or "per job" pricing.**

1. PAGE SUBMISSION

Yearbook Advisors shall have the option of submitting pages per deadline by signature, multiple facing pages, or any other needs peculiar to their school.

2. NUMBER OF PAGES - indicate additional cost per book to Basic Book Price for additional pages above the basic book specification:

A. Senior High:

Basic Book -1,000 books – 304 pages (all full color) not including end-sheets, blanks, company-designed pages, or supplements, but including advertising pages

8 additional pages per book	16 additional pages per book	24 additional pages per book
\$	\$	\$

- 1. Delete pages per eight \$_____ Per Book
- 2. Add eight page autograph supplement inserted in book with glue strip \$_____ Per Book
- 3. Add eight page autograph supplement bound in book \$_____ Per Book

E. Middle School:

Basic Book - 550 books – 104 pages, full color, not including end-sheets, blanks, company-designed pages, or supplements, but including advertising pages

8 additional pages per book	16 additional pages per book	24 additional pages per book
\$	\$	\$

- 1. Delete pages per eight \$_____ Per Book
- 2. Add eight page autograph supplement inserted in book with glue strip \$_____ Per Book

NORTHSHORE SCHOOL DISTRICT
YEARBOOKS for SECONDARY SCHOOLS RFP# 2023-03-02
BID DUE DATE MARCH 2, 2023 at 3:00 PM

3. Add eight page autograph supplement bound in book \$ _____ Per Book

3. PAPER STOCK - Paper Stock is specified under the basic bid. Labeled samples of each type bid must be submitted with this bid. Schools may mix papers as desired, by signature, to include gloss and matte stocks at no additional charge.

COST PER BOOK

		Jr High	Sr High		Jr High	Sr High
A. Gloss White	80# \$	<u>In Basic Bid</u>	100# \$	/		
B. Dull Enamel	80# \$	/	100# \$	/		
C. Matte White	80# \$	/	100# \$	/		

4. COVER -Note: Color proof of cover is to be furnished to each Yearbook Advisor prior to release for production.

COST PER BOOK

Indicate prices for the following cover options:

A. Embossed, one applied color \$ _____ Per Book

1. Each additional applied color \$ _____ Per Book

B. Litho covers

1. Four-color process due dates:

• If submitted by November 15th \$ _____ Per Book

• If submitted by December 15th \$ _____ Per Book

2. Lamination – Please indicate additional lamination options

_____ \$ _____ Per Book

_____ \$ _____ Per Book

3. Over-graining \$ _____ Per Book

4. Foil application

• Size 8 1/2" x 11" \$ _____ Per Book

• Size 9 " x 12" \$ _____ Per Book

5. Each additional applied color \$ _____ Per Book

C. Individual name-stamping on cover - \$ _____ Per Book

NORTHSHORE SCHOOL DISTRICT
YEARBOOKS for SECONDARY SCHOOLS RFP# 2023-03-02
BID DUE DATE MARCH 2, 2023 at 3:00 PM

Describe method used and due date

D. Padded covers \$ _____ Per Book

E. Die cutting \$ _____ Per Book

E. Provide the per hour labor rate for company art charges for cover design.

5. END-SHEETS

- Basic Bid – Senior High: To be a minimum of 65# stock, all color, same front and back or colored text paper
- Basic Bid – Middle School: To be a minimum of 65# stock, all color, same front and back or colored text paper

Must be a minimum of 65# stock - indicate weight if not 65# (white end-sheet to be supplied at no charge)

	<u>COST PER BOOK</u>	
	Middle School	Senior High
A. One applied solid color, school choice		
Different front/back	\$ _____ Per Book	\$ _____ Per Book
B. Two applied solid color, school choice		
Different front/back	\$ _____ Per Book	\$ _____ Per Book
C. Colored text paper stock		
Different front/back	\$ _____ Per Book	\$ _____ Per Book
D. Company-designed four color		
(1) Same front/back	\$ _____ Per Book	
(2) Different front/back	\$ _____ Per Book	
E. School-designed four color		
(1) Same front/back		
If submitted by November 15 th	\$ _____ Per Book	
If submitted by December 15 th	\$ _____ Per Book	
(2) Different front/back		

NORTHSHORE SCHOOL DISTRICT
YEARBOOKS for SECONDARY SCHOOLS RFP# 2023-03-02
BID DUE DATE MARCH 2, 2023 at 3:00 PM

If submitted by November 15th \$ _____ Per Book
If submitted by December 15th \$ _____ Per Book

F. School designed end-sheets

- (1) Printed in black DFB \$ _____ Per Book
- (2) Printed in two colors DFB \$ _____ Per Book
- (3) Price per additional color \$ _____ Per Book
- (4) Die cut on front end-sheet \$ _____ Per Book
- (5) Blind embossing on front end-sheet \$ _____ Per Book
- (6) Foil stamping on front end-sheet \$ _____ Per Book

6. DEADLINE - BOOK SUBMISSION - Basic bid calls for final deadline four (4) weeks prior to delivery. This Option should show what savings, if any, are available by earlier final deadlines. Please indicate date(s) and savings.

SAVINGS PER BOOK

- A. _____ \$ _____ Savings
- B. _____ \$ _____ Savings

7. MISSED DEADLINE PENALTIES – Please indicate if there are penalties/charges for missed deadlines, or pre-final deadlines.

PENALTY PER BOOK

- A. _____ \$ _____ Pre-final deadline
- B. _____ \$ _____ Deadlines

8. COLOR PRINTING – Please provide pricing per book (Junior and Senior High) for spot color additions.

SPOT COLOR

List additional price per book to be added to Basic Book Price for additional spot color pages based on submittal dates:

Submit by:	8 pages	16 pages	24 pages
	Jr High/Sr High	Jr High/Sr High	Jr High/Sr High
11/15	/	/	/
12/15	/	/	/
1/15	/	/	/
2/15	/	/	/

9. PROOF CORRECTIONS - Please indicate charge for school copy corrections made by company

NORTHSHORE SCHOOL DISTRICT
YEARBOOKS for SECONDARY SCHOOLS RFP# 2023-03-02
BID DUE DATE MARCH 2, 2023 at 3:00 PM

Charge per page \$ _____ per page

Explain _____

10. SPRING SUPPLEMENTS – TO BE SUBMITTED ELECTRONICALLY

A. Supplements to cover spring activities to be tipped in by staff. Indicate if all pages in supplement must be submitted at same time.

B. Indicate if supplemental pages can be submitted as a combination of sections such as one 8-page and one 16-page section.

8-Page Section _____ 16-Page Section _____ 24-Page Section _____

C. FULL COLOR SUPPLEMENT DEADLINES/PRICE - Indicate price required for submittal of supplement material to plant and still meet delivery ten (10) days before each school’s book distribution date. Price for trim size to match school basic specification.

Please indicate price and turnaround time for the supplement based on pages:

			7 Day Turnaround	21 days Turnaround
A	8 pages	\$		
B	16 pages	\$		
C	24 pages	\$		

11. ADDITIONAL COPIES OF YEARBOOK ADDED AFTER CONTRACT AGREEMENT IS SIGNED

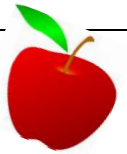
Senior High: (base bid - 304 pages, 1,000 copies)

Cost per additional book \$ _____ Per Book

Middle School: (base bid - 104 pages, 550 copies)

Cost per additional book \$ _____ Per Book

Northshore Schools 2022 - 2023 School Calendar



Significant Dates

August 23, 24, 25	Non-Student Days
August 31	First Day of School
September 5	Labor Day
November 11	Veterans Day (Observed)
November 24	Thanksgiving Day
November 25	Native American Heritage Day
December 19 - 30	Winter Break
January 2	New Years Day Observed
January 16	Martin Luther King Day
January 30	Non-Student Day
February 20	President's Day
February 21 - 24	Mid-Winter Break
April 10 - 14	Spring Break
May 29	Memorial Day
June 19	Juneteenth
June 20	Last Day of School
June 21	Non-Student Day

Grading Days Elementary and Secondary

January 30, June 21

Calendar Keys

	First Day of School
	Holidays
	Vacation Breaks
	Non-Student Days
	Last Day of School June 20
e	Elementary Early Dismissal
	Early Release Wednesdays
*	Emergency Make-up Days

Commencement dates:

	June 5, ATI
	June 6, ATP
	June 8, NN and SAS
	June 13, NCHS and WHS
	June 14, IHS and BHS
	June 15, ILHS

Quarter/Semester End Dates

November 4.....	47 Days
January 27.....	44 Days
April 7.....	44 Days
June 20.....	45 Days

JULY				
MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST				
MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER				
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER				
MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER				
MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17 e	18 e
21 e	22 e	23 e	24	25
28	29	30		

DECEMBER				
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY				
MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY				
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10 e
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH				
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

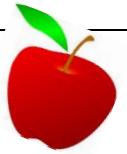
APRIL				
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

MAY				
MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE				
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21*	22*	23
26	27	28	29	30

*May 26 is now a school day due to snow day 11.30.22

Northshore Schools 2023-2024 School Calendar



Significant Dates

August 29,30,31	Non-Student Days
September 4	Labor Day
September 6	First day of School
November 10	Veterans Day (Observed)
November 23	Thanksgiving Day
November 24	Native American Heritage Day
December 18 - 29	Winter Break
January 1	New Years Day
January 15	Martin Luther King Day
January 29	Non-Student Day
February 19	President's Day
February 20 - 23	Mid-Winter Break
April 8 - 12	Spring Break
May 24	Vacation Day/Emergency Make-up Day
May 27	Memorial Day
June 19	Juneteenth
June 24	Last Day of School
June 25	Non-Student Day

Grading Days Elementary and Secondary

January 29, June 25

Calendar Keys

	First Day of School
	Holidays
	Vacation Breaks
	Non-Student Days
	Last Day of School June 24
e	Elementary Early Dismissal
	Early Release Wednesdays
*	Emergency Make-up Days

Commencement dates:

TBD

Quarter/Semester End Dates

November 3.....	43 Days
January 26	45 Days
April 5	44 Days
June 24	48 Days

JULY				
MON	TUE	WED	THU	FRI
	3	4	5	6
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST				
MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER				
MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER				
MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER				
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER				
MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY				
MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY				
MON	TUE	WED	THU	FRI
			1	2 ^e
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH				
MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL				
MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY				
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24*
27	28	29	30	31

JUNE				
MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25*	26*	27	28

* Emergency make-up days will be added to the end of the school year.



PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR

2023-2024

Master Agreement made as of the 27th day of March 2023, between Northshore School District (NSD) and **contractor name** (Contractor), who agree as follows:

- 1. Term of Agreement:** The initial term of this Agreement is from April 1, 2023 through March 31, 2024. Available for annual 1-year extensions for four (4) additional years. Maximum term shall be five (5) years.
- 2. Services:** Contractor selection based on results of formally advertised and awarded public bid RFP# 2023-03-02 Yearbooks for Secondary Schools, a Request for Proposal (RFP), to provide yearbook services. Contractor will provide services as indicated in the Scope of Services to include, but not limited to, responses for: 2023 Basic Yearbook Specifications, Bidder Experience Questionnaire, and Optional Item Price List in the included Contractor's RFP response, the terms of which are incorporated herein by reference. The order of precedence for these documents is as follows: Professional Services Agreement, RFP documents and addenda, and Contractor's bid.
- 3. Compensation:** In consideration for the services rendered as set forth herein, NSD shall pay Contractor at the rate as referenced in formal bid response, incorporated herein, provided Contractor is not in default in the performance of any of its duties or obligations. The Contractor shall invoice NSD for all work completed as of the date of invoice. Invoices shall be paid in full by NSD during its next billing cycle after NSD's approval of the invoice for Work performed.
- 4. Right to Use Information and Documents:** NSD shall be entitled to use any final documents, electronic files, or other work performed or prepared by Contractor under this Agreement in connection with the Work or for subsequent projects, regardless of whether Contractor is a consultant or otherwise participating in such subsequent projects. Contractor shall not be held liable for reuse of documents or modifications thereof, including documents on electronic media, by NSD or its representative for any purpose other than the original intent of this Agreement.

Consultant shall retain all right and title to all patentable and un-patentable inventions including confidential know-how developed by Consultant hereunder. Consultant hereby grants to NSD a royalty-free nonexclusive, non-assignable license as to such inventions and know-how to use the same in any NSD facility.

- 5. Confidentiality:** Contractor shall exercise reasonable efforts to avoid the disclosure of business or technical information provided by NSD to Contractor, except as otherwise approved by NSD, in writing or electronic communications, as reasonably necessary for performance of the Work. Contractor shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SUPER and all other Washington privacy statutes. To the extent that Contractor may be exposed to confidential information, including but not limited to personally identifiable information from student records, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA), Contractor acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the

case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to NSD at the conclusion of this contract. Personal identifiable student information or any other information declared confidential by NSD shall not be disclosed unless authorized in writing by NSD. This confidentiality obligation shall survive termination of this Agreement.

6. **Ownership of Intellectual Property:** All intellectual property and related material, including and trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the District. The use of the Intellectual Property by the District will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the District. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or Confidential Information which is the property of the District.

6. **Compliance with laws:** Contractor shall, at its sole expense, comply with all applicable laws and governmental rules, regulations or requirements, which may now or hereafter be in force, relating to its activities under this Agreement. NSD is an equal opportunity employer. The Contractor understands and agrees that its own compliance with applicable federal and state nondiscrimination laws is a condition precedent to its rights under this agreement and that violation of said laws may result in cancellation of this agreement.

The Contractor or any of its subcontractors, shall not utilize any employee at a District site or allow any contact between school children and any employee of Contractor when an employee has plead guilty to or been convicted of any felony crime specified under RCW 28A.400.322, as now existing or hereafter amended.

Contractor's employees who have regularly scheduled unsupervised access to children or vulnerable adults, and/or who hire employees who will have regularly scheduled unsupervised access to children or vulnerable adults, shall perform a record check through the Washington State Patrol criminal identification system and through the Federal Bureau of Investigation at the time of hiring the employee, as required by RCW 28A.400.303. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. If the employee has had a record check within the previous two years, NSD may waive the requirement. NSD shall determine whether the Contractor or NSD shall pay costs associated with the record check.

Contractor's employees who have supervised access to children on an ongoing basis shall perform a multi-state background check demonstrating that the employee has no convictions for crimes listed in RCW 28A.400.322. If the employee has had a record check within the previous two years, NSD may waive the requirement. NSD shall determine whether the Contractor or NSD shall pay costs associated with the record check.

Any failure to comply with this section shall be grounds for the NSD's immediate termination of this agreement.

7. **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:** Contractor certifies that, to the best of their knowledge/belief that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State governmental agency or department.

"Principals", for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

Contractor shall provide immediate written notice to NSD if at any time during the term of this Agreement, including any renewals hereof, such certification was erroneous when made or has become erroneous by reason of changed circumstances.

Should the Contractor enter into a covered transaction with a Subcontractor or other entity at the next lower tier, the Contractor 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 Contractor will do this by:

- (a) Checking the Federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed; or
- (c) Adding a clause or condition to the covered transaction with that person.

Based on such notification, or if NSD should determine at any time that this certification is false, NSD reserves the right to review the status of the organization and if necessary, terminate this Agreement.

8. **Contractor Wage Certification:** Pursuant to legislative enactment in 2017, RCW 39.26.160(2) & (4) requires responsible bidder criteria to include contractor certification that the contractor has not willfully violated Washington's wage laws.

The Contractor hereby certifies (by authorized Contractor signature to this agreement) that, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the WA Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement contractual agreement date.

9. **Relationship of parties:** Contractor, its employees and agents are contracting with NSD as an independent contractor. This Agreement does not create any relationship with NSD of employer and employee, master and servant, principal and agent, or landlord and tenant. Contractor has no power or authority to make any statement or representation or to incur any debt, litigation or liability of any kind in the name of NSD, for it, or on its account. Contractor and persons engaged by the Contractor agree that they are not volunteers or employees of NSD in any capacity. NSD shall not be responsible for withholding or paying any taxes on behalf of Contractor, employees or agents. Contractor expressly waives any immunity or limitations (e.g. on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, worker's compensation, disability benefit or similar law, rule, regulation or order of any governmental entity having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). Contractor shall provide an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" to NSD upon request.

10. **Standard of Care:** The Work performed, findings obtained, and recommendations prepared by Contractor shall be in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar Work, who are familiar with the Work and exercising the skill, diligence, and care required of Contractor by this Agreement.

11. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

12. **Assignment:** Neither Contractor or NSD shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Contractor may subcontract portions of the Work to other contractors only with the prior written approval of NSD, following review and approval of an agreement regarding compensation related to such Work as set forth in this Agreement.

13. **Entire Agreement, Precedence, and Acceptance Modifications:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of the Work by Contractor to NSD. All previous proposals, offers, and other communications relative to the provisions of these services by Contractor, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, this Agreement, as amended, shall govern. This Agreement may be modified only by a written amendment executed in writing by both parties, provided a modification of the Work by NSD pursuant to the express terms of this Agreement shall not require a separate written amendment or change order.

14. **Disputes, Attorney Fees:** The parties will first attempt to resolve any dispute regarding this Agreement by exchange of documents by senior management of the parties, who may be assisted by counsel. The parties may, as part of the informal dispute resolution process, either negotiate directly or, if mutually agreed, engage the services of a mutually acceptable

mediator to assist in the settlement process. The cost of the mediator shall be shared equally by the parties. Any thereafter unresolved disputes shall be litigated in the King County Superior Court, Seattle, Washington. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, its reasonable attorneys' and experts' fees and costs incurred in handling the dispute, whether incurred prior to or after the filing of litigation.

15. **Waiver of Terms and Conditions:** The failure of Contractor or NSD in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver of Contractor or NSD of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

16. **Notices:** Any notices required hereunder may be sent orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax), or orally confirmed email to the addresses set forth below.

17. **Severability and Survival:** Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement, provided that such effect is consistent with the fundamental purpose of this Agreement. The terms and conditions set forth herein shall survive the termination of this Agreement.

18. **Indemnification:** The Contractor shall defend, indemnify, and hold NSD, its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the Contractor, its officers, agents, employees or volunteers.

NSD shall defend, indemnify, and hold the Contractor, its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expenses, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of NSD, its officers, agents, employees or volunteers.

19. **Insurance:** If indicated below, Contractor shall, at its sole expense, purchase and maintain the insurance so indicated; and a certificate of insurance naming NSD as a certificate holder shall be provided to NSD if requested. Such insurance shall not be canceled or reduced until 30 days prior written notice has been given to NSD.

Commercial General Liability with a limit of \$1,000,000 per occurrence bodily injury, personal injury and property damage v combined, including premises and operations liability, contractual liability, personal injury liability.

Workers Compensation (L&I) or confirm that contractor lawfully waives coverage under workers compensation and unemployment compensation laws.

Additional Insured: NSD and its officials and employees shall be included as additional insureds in all insurance.

20. **COVID-19 Protocols:** District follows State of WA guidance as appropriate.

21. **Termination:** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party; except that NSD has the right to immediately terminate this Agreement if the Contractor fails to comply with any of the contract terms. In the event of termination, neither party shall have any rights against the other except to the extent of those accrued prior to the termination date. No termination charges will apply.

NSD is committed to fulfilling its mission of strengthening our community through excellence in education. We believe that our employees, those hired through contractual services, and our volunteers should reflect and celebrate the diversity of the community that we serve. NSD is dedicated to fostering culturally inclusive environments, and to that end, all presentations and content shared with our students, staff, and community will be consistent with this belief and will not be contradictory to District Policy.

NSD and Contractor agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

**NORTHSHORE SCHOOL DISTRICT
ADMINISTRATOR**

CONTRACTOR: name

BY: Tracy Patterson, Chief Financial Officer

SIGNED: _____
PRINT NAME: _____
TITLE: _____
ADDRESS: 123 Main _____
Bothell, WA 98021 _____
UBI NUMBER: _____
FED ID NUMBER: _____

*The Northshore School District assures that its agency will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.

SAMPLE