Highline Public Schools No. 401
15675 Ambaum Boulevard SW
Burien, WA 98166

REQUEST FOR PROPOSAL

RFP 22/23 – 6 Secondary Yearbook Production

Release Date

April 18, 2023

Proposals Due No Later Than

May 9, 2023

3:00:00 PM (Pacific Standard Time)

(Mailed to Central Administration Building – North, Procurement, 15675 Ambaum Boulevard SW, Burien, WA 98166)

Highline Public Schools #401
Central Administration Building - North
15675 Ambaum Boulevard SW
Burien, WA 98166

DATES TO ADVERTISE
April 18, 2023
April 25, 2023

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

Highline Public Schools Business Services will accept sealed proposals on or before the bid opening scheduled for May 9, 2023 not later than 3:00:00 PM PST in the Business Services Department at the Central Administration Building – North (District Office Hours 7:30AM – 4:00PM), 15675 Ambaum Boulevard SW, Attention: Tracey David, Assistant Director of Procurement. Public opening to take place on May 9, 2023 at 3:05:00 PM PST.

RFP Documents can be picked up at the above address or you may view an electronic copy on the Purchasing Page of the Highline Public Schools website (https://http://www.highlineschools.org/departments/business-finance/purchasing).

The Highline Public Schools No. 401, King County, Washington, reserves the right to cancel or postpone the bid opening, reject any, and all proposals, and to waive any informalities or irregularities in any bid, or parts thereof.

To be advertised in Daily Journal of Commerce April 18, 2023 and April 25, 2023.

Highline Public Schools #401
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RFP CHECK LIST

- ✓ Review all RFP documents and attachments
- ✓ Bid Form – Complete and Sign; Pages 21
- ✓ W9
- ✓ Additional Information/Materials for proposed program
- ✓ Samples of Middle School and High School yearbooks
- ✓ Attachment A – Cooperative Purchasing Agreement
- ✓ Attachment C – Federal Debarment Letter

This list is prepared for the Contractor's convenience, this list shall not be construed to alleviate the Contractor of formalities and requirements of the bidding documents.

Attachments

A. COOPERATIVE PURCHASING AGREEMENT
B. SCORING CRITERIA
C. FEDERAL DEBARMENT

Highline Public Schools #401
Central Administration Building - North
15675 Ambaum Boulevard SW
Burien, WA 98166

SECTION I – INTRODUCTION

REQUEST FOR PROPOSAL
RFP 22/23 – Secondary Yearbook Production

RELEASE DATE
April 18, 2023

PROPOSALS DUE NO LATER THEN
May 9, 2023
3:00:00 PM (Pacific Standard Time)

INTRODUCTION

Highline Public Schools will accept bid proposals for Secondary Yearbook Production thru May 9, 2023, at 3:00:00 PM, Pacific Standard Time, to be delivered not later than the scheduled due date.

The purpose of this Request for Proposal is to seek out Secondary Yearbook Production for the district. Highline Public Schools No. 401 is comprised of one (1) early learning center, two (2) grades 6-12 school locations, five (5) middle school locations, twelve (12) high school locations, one (1) athletic stadium, eighteen (18) elementary school locations, one (1) administrative office and several support facilities (transportation, maintenance, facilities management, etc.).

The central office of Highline Public Schools No. 401 is located at 15675 Ambaum Boulevard SW, Burien Washington, 98166 in the County of King, State of Washington. The District has an approximate student population of 17,000 and an administrative/teaching/support staff of approximately 2,500

This RFP contains instructions for submitting a bid, the procedures and criteria by which a contractor will be selected and the contractual terms by which the District proposes to govern the relationship between it and the selected contractor.

Highline School District No. 401 provides equal access to its programs and services for all people without regard to race, creed, color, religion, national origin, age, gender, sexual orientation, marital status or disability. If you require special assistance for this information in an alternative format, please contact Tracey David, Assistant Director, Procurement, at (206) 631-3202.

POINT OF CONTACT

RFP documents may be picked up at the address listed below or you may view an electronic copy on the Purchasing Page of the Highline Public Schools website.

Highline Public Schools No. 401
RFP 22/23 – 6 Secondary Yearbook Production
Central Administration Building – North/Business Services Department
15675 Ambaum Boulevard SW Burien, WA 98166

Please note: We are a closed district and ask that publishing representatives not contact individual members on the committee, or individual schools. This includes solicitations by mail, e-mail, phone, or visitations at schools. Please note that failure to comply with this request can result in having your company's proposal to be removed from consideration.

CONTRACT TERMS

EXPECTED INITIAL CONTRACT TERM #1: September 1, 2023 - August 31, 2024

OPTIONAL RENEWAL

RENEWAL OPTION #1: September 1, 2024 - August 31, 2025
RENEWAL OPTION #2: September 1, 2025 - August 31, 2026
RENEWAL OPTION #3: September 1, 2026 - August 31, 2027
RENEWAL OPTION #4: September 1, 2027 - August 31, 2028

SCHEDULE OF EVENTS

The estimate schedule of events through award of the contract is outlined below.

Event	**Date**
RFP Release 1st Advertisement	April 18, 2023
RFP 2nd Advertisement	April 25, 2023
Proposal Due Date	May 9, 2023 at 3:00:00 PM (Pacific Standard Time) Central Administration Building – North, c/o Tracey David, 15675 Ambaum Blvd SW, Burien, WA 98166
Response to Questions	May 5, 2023
Date of Public Bid Opening **(Sealed bids)** **Olympic Room of Central Administration Building – North** **15675 Ambaum Blvd SW, Burien, WA 98166**	May 9, 2023 at 3:05:00 PM PST
Evaluation & Recommendation Period	May 9, 2023 – July 31, 2023
Expected Start of Contract	September 1, 2023

SECTION II – PROPOSAL SUBMITTAL REQUIREMENTS

Proposal Requirements

The general purpose of this proposal is to secure pricing for Secondary Yearbook Production for Highline Public Schools No. 401.

Proposal Submission

The proposal shall include the following completed documents:

- Proposer's Information (form provided herein)
- Response to questions
- References
- Samples of yearbooks, at least two (2) of each, if applicable to the Bidder's response:
  - 9" x 12" hard cover yearbooks
  - 8.5" x 11" hard and soft cover yearbooks
  - 7.75" x 10.5" hard and soft cover yearbook books

The District shall not be liable for any expenses incurred in the preparation or presentation of bidder's proposal.

Proposers must be in full compliance with federal, state and local laws, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer shall in no way be cause for relief from responsibility. Become familiar with and abide by current federal laws, state and local statues, regulations and ordinances that could impact pricing or performance.

All materials submitted in response to the RFP shall become the property of the District. All sample materials may be destroyed after the final award of the RFP by the District.

Evaluations

The District will evaluate all proposals from responsible and responsive proposers. Evaluation of the proposal received in compliance with the RFP instructions will be performed for the purpose of selecting a company which best meets the needs of the District. Before the proposals are awarded, the District reserves the right to conduct due-diligence reference checks and investigate in any way the District determines is appropriate to ensure the Proposer's company is in the District's best interests.

The process is guided by the Highline School Board's Policy 6220 and its Procedure.

Background

Attachment B contains the District's Auditing Criteria rubric. This information is provided to give proposers an understanding of what the District is looking for in Secondary Yearbook Production.

Please provide written responses to the following:

References	The Bidder must submit a minimum of three customer references that provided a similar service(s) within the last three years.

Pricing Scenarios	The Bidder must submit pricing information for the following scenarios as well as optional costs, when applicable. With any scenario(s) that list different options, if that implicates different pricing please indicate that it does and what those different prices are for that scenario(s). Similarly, if any option(s) is unavailable, please indicate so and any comparable substitute(s) available.
	Scenario 1: 1) Estimated number of books: 200 2) Estimated number of pages: 48 3) Paper trim size: 7.75" x 10.5" 4) Paper stock: 80lb or 70lb with choice of dull or gloss finish 5) Cover: Soft cover 6) Binding: Saddle stitch Unit cost: _____ Unit cost for additional units after initial order per book (above 200): _____ Unit cost for less units after initial order per book (under 200): _____
	Scenario 2: 1) Estimated number of books: 150 2) Estimated number of pages: 64 3) Paper trim size: 8.5" x 11" 4) Paper stock: 80lb or 70lb with choice of dull or gloss finish 5) Cover: Soft cover 6) Binding: Saddle stitch Unit cost: _____ Unit cost for additional units after initial order per book (above 150): _____ Unit cost for less units after initial order per book (under 150): _____
	Scenario 3: 1) Estimated number of books: 350 2) Estimated number of pages: 68 3) Paper trim size: 7.75" x 10.5" 4) Paper stock: 80lb with choice of dull or gloss finish 5) Cover: Hard cover 6) Binding: Smyth sewn, square-backed Unit cost: _____ Unit cost for additional units after initial order per book (above 350): _____ Unit cost for less units after initial order per book (under 350): _____

	Scenario 4: 1) Estimated number of books: 375 2) Estimated number of pages: 56 3) Paper trim size: 7.75" x 10.5" 4) Paper stock: 70lb with matte finish 5) Cover: Hard cover 6) Binding: Smyth sewn, square-backed Unit cost: _____ Unit cost for additional units after initial order per book (above 375): _____ Unit cost for less units after initial order per book (under 375): _____
	Scenario 5: 1) Estimated number of books: 275 2) Estimated number of pages: 180 3) Paper trim size: 8.5" x 11" 4) Paper stock: 80lb with gloss finish 5) Cover: Hard cover 6) Binding: Bookbinding Unit cost: _____ Unit cost for additional units after initial order per book (above 275): _____ Unit cost for less units after initial order per book (under 275): _____
	Scenario 6: 1) Estimated number of books: 250 2) Estimated number of pages: 240 3) Paper trim size: 9" x 12" 4) Paper stock: Anthem Plus/Legend Gloss 100lb stock 5) Cover: Hard cover 6) Binding: Smyth sewn, 150# board, square-backed, with room for 32-page supplement 7) Supplement – meets paper trim size, and paper stock listed above. Unit cost: _____ Unit cost for additional units after initial order per book (above 250): _____ Unit cost for less units after initial order per book (under 250): _____
	Scenario 7: 1) Estimated number of books: 550 2) Estimated number of pages: 275 3) Paper trim size: 9" x 12" 4) Paper stock: 100 lb 5) Board Weight: 160 pt 6) Cover: Hard cover, color with embossing 7) Binding: Smyth sewn Unit cost: _____ Unit cost for additional units after initial order per book (above 550): _____ Unit cost for less units after initial order per book (under 550): _____

	Scenario 8: 1) Estimated number of books: 150 2) Estimated number of pages: 140 3) Paper trim size: 8.5" x 11" 4) Paper stock: 80lb with legend house gloss finish 5) Cover: Hard cover 6) Binding: Smyth sewn Option with 16-page supplement: Unit cost: _____ Unit cost for additional units after initial order per book (above 150): _____ Unit cost for less units after initial order per book (under 150): _____ Option with 32-page supplement: Unit cost: _____ Unit cost for additional units after initial order per book (above 150): _____ Unit cost for less units after initial order per book (under 150): _____
	Scenario 9: 1) Estimated number of books: 145 2) Estimated number of pages: 100 3) Paper trim size: 8.5" x 11" 4) Paper stock: 80lb with choice of dull or glossy 5) Cover: Hard cover 6) Binding: Smyth sewn, square-backed, 98 pt binding board Option with 16-page supplement: Unit cost: _____ Unit cost for additional units after initial order per book (above 145): _____ Unit cost for less units after initial order per book (under 145): _____ Option with 32-page supplement: Unit cost: _____ Unit cost for additional units after initial order per book (above 145): _____ Unit cost for less units after initial order per book (under 145): _____
	Scenario 10: 1) Estimated number of books: 235 2) Estimated number of pages: 45 3) Paper trim size: 8.5" x 11" 4) Paper stock: 10 pt cover stock with gloss or silk-matte lamination 5) Cover: Soft cover 6) Binding: PURbound binding Unit cost: _____ Unit cost for additional units after initial order per book (above 235): _____ Unit cost for less units after initial order per book (under 235): _____

Price Adjustments	Bidders are requested to quote all items listed below. If there is no charge for any item, please indicate "NC" or "No Charge"; if any item is not available indicate "NA" or "Not Available". Do not leave any item blank. All prices must be firm for the period of the contract. All additions and/or deletions to requirements stated by scenarios above will be at the prices quoted in this section.	
	Paper Stock	**Price per page**
	Gloss Enamel	
	Velvet White	
	Dull Enamel	
	Matte Finish	
	Textured White	
	Colored Stock in One Signature	
	Cost difference with recycled paper per signature	
	100# paper stock with choice of gloss enamel, semi-gloss and matte	
	Cover	**Price per book**
	Lithograph (one color vs four color)	
	Silk screen (one color vs four color)	
	Embossed (one color vs four color)	
	Cutting die (added cost)	
	Metaloy (added cost)	
	Other (added cost)	
	Other process (please describe)	
	Graining	
	Quarter Binding	
	Additional applied colors on silk screen	
	Additional applied colors on lithograph	
	Additional applied colors on embossed	
	Metaloy or similar metallic effect (describe if other than metaloy)	
	Debussing for Name Plate	
	Custom Debossing	
	End Sheets	**Price per book (unless specified otherwise)**
	One applied color	
	Same front and back	
	Different front and back	
	Four color process from transparency	
	Same front and back	
	Different front and back	
	Colored paper stock	
	Same front and back	
	Different front and back	
	Company designed 4-color stock	
	Same front and back	
	Different front and back	

	Adjustment	**Price per book (unless specified otherwise)**
	UV Coating	
	Additional pages (7 ¾ x 10 ½)	
	Additional pages (8 ½ x 11)	
	Additional pages (9 x 12)	
	Plastic covers (7 ¾ x 10 ½)	
	Plastic covers (8 ½ x 11)	
	Plastic covers (9 x 12)	
	Stamped names	
	Supplements	**Price per book (unless specified otherwise)**
	Eight pages, stapled	
	Sixteen pages, stapled	
	Twenty pages	
	Twenty-four pages	
	Thirty-two pages	
Deadlines	Do you have any deadlines for submissions from schools? This could include initial submission deadline, revision deadline, order adjustment deadlines, etc.	
Staffing	Do you plan on dedicating a staff member to support our needs and be a direct line of communication with your company?	
Yearly cost increases	Renewal option(s): indicate any percentage of cost increase or decrease for each renewal year	
	September 1, 2024 – August 31, 2025	
	September 1, 2025 – August 31, 2026	
	September 1, 2026 – August 31, 2027	
	September 1, 2027 – August 31, 2028	
Software	Do you require submission of proofs through any proprietary software or digital/web tool?	
	If yes, is that software accessible through a web browser with a login portal?	
	If yes, does that software require a download of programs onto the computer?	
	If no, how do you accept submissions of proofs? What requirements do you have?	
	Is there any additional cost for software or digital/web tool? If yes, please indicate pricing.	
	**Please know that any and all software should be included by the Bidder with Materials Samples for review by District's Department of Technology Services. This includes links to digital/web tools and temporary login information.*	

SECTION III – TERMS AND CONDITIONS

SUBMISSION AND PREPARATION OF RFP

Sealed bid proposals must be received by the undersigned up to, May 9, 2023 at 3:00:00 PM (PST), or on the extension date thereof; made by an Addendum, to be considered. It is the sole responsibility of the Bidder, that the bid response is received at the designated location by the designated time. Electronic or Facsimile transmitted proposals will not be accepted. A sealed, hard copy response to the RFP shall only be accepted and shall be considered as an offer to contract with the District.

The specifications, characteristics and requirements listed in the RFP are in no way to be considered exhaustive. However, vendors should limit the promotional materials submitted to a reasonable level, no more than 35 pages total, including the bid response. At a minimum, each proposal must contain the following items: 1. Cover letter and company profile, including full legal name, federal tax I.D. number, address, phone, fax number, email address, and a description of your company's background. 2. Current contact and background information about representatives to be assigned to the District. 3. A management plan to collaborate with the Highline School District No. 401 staff for the planning, scheduling and successful installation and implementation of Secondary Yearbook Production. Your plan should address, at a minimum, terms and conditions.

A. The Bidder **must include** three (3) copies of the bid; **a signed original plus two copies of the required bid documentations** and one (1) Flash Drive electronic copy. The proposals must be submitted on 8-1/2 x 11inch paper, with some type of binder to keep the paper in order (no staples, please). Pre-printed materials- Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included, but whenever possible should be placed within the bound proposal.

B. Proposals must be submitted in a sealed envelope, addressed to Tracey David, Assistant Director of Procurement, Highline Public Schools, Central Administration Building – North/ Business Services Department, 15675 Ambaum Blvd. SW, Burien, WA 98166, and shall bear on the outside the name of the Bidder, Bidder's Company name, address, and:

Highline School District No. 401
Bid Documents Enclosed
Proposal No: RFP 22/23 – 6 Secondary Yearbook Production
DUE DATE: May 9, 2023 at 3:00:00 PM (PST)
Attention: Tracey David, Assistant Director of Procurement
15675 Ambaum Boulevard SW
Burien, WA 98166

C. All Bid responses shall include all required documentations named in this RFP. Bids must be type written or legibly written in ink with all blank spaces fully completed with all requested data accompanied by the provided Bid Forms, signed in ink by the contractor's authorized representative. The completed form shall be without interlineation, alteration, or recapitulation of work to be done. Erasures on the Bid Form must be initialed by the person signing the bid. The Bid Form must be signed, using legal signature in the name of the authorized bidder. Partnerships must be signed by one of the partners. Incomplete bids will be rejected unless the omissions do not materially affect the bid.

LATE RECEIPT OF BID

Any bid received after the scheduled date and time will not be considered and will be returned unopened. The District is not responsible for lost, stolen or misdirected mail, nor the method or timeliness of delivery. Postmarks do not meet the requirement for an RFP response to be in the Business Services department by the specified date. It is the sole responsibility of the Bidder, alone, to assure that the bid is received at the proper location on or before the deadline date and time.

a. Delays caused by any delivery services, including the US Postal Service, local traffic conditions, or any other reason, will not be considered and will be returned unopened.

b. All materials submitted in response to the RFP shall become the property of the District.

REJECTION OF ANY OR ALL BIDS

The District reserves the right to reject any or all bids for any reason, or no reason, to award bids in the best interest of the District, and to waive any irregularities and/or informalities in the bidding. In addition to any other right to reject bids, the District may determine that a bidder is not responsible and may reject/disqualify a bid for any of the following circumstances.

- ✓ More than one bid is submitted by the same bidder under the same or different names.
- ✓ Evidence of collusion with any other bidder. Participants in such collusion shall be disqualified from submitting further bids.
- ✓ The 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 to the District or other Districts.
- ✓ 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 other reasons deemed proper as determined from a pre-award evaluation of bidder's capability to perform.
- ✓ Any bid submitted by a Bidder who is not registered or licensed as required by Washington state laws.
- ✓ The Proposer, its company's employees, affiliates, or other interested parties to the company, shall not contact the District staff, members of the School Board, or other parties to the District, about the RFP unless authorized in writing in advance by the Assistant Director of Procurement. Failure to abide by this requirement may be grounds for a proposal to be determined to be non-responsive or responsible.

PERIOD OF VALIDITY OF BIDS

The Bidder must certify that its bid will remain in effect for 120 days after the bid due date. The District may request an extension beyond the 120 days. Time, if stated as several days, it will include Saturdays, Sundays, and holidays.

REFERENCES

The District reserves the right to contact all references provided by the bidder and additional customers not listed by the bidder. All information obtained by the district will be used in the evaluation process.

INTERPRETATIONS/QUESTIONS

Inquiries, questions, clarifications, or doubt as to the true meaning of any part of, finds discrepancies, and/or omissions in the RFP, should be directed to Tracey David, Assistant Director of Procurement, at tracey.david@highlineschools.org, a written request for interpretation, clarity or correction, thereof.

MODIFICATIONS

Changes in or additions to the RFP documents, recapitulations of the work to be done, alternate proposals, or any other modification of the RFP documents not specifically called for, may result in the District's rejection of the bid, as not being responsive to the RFP. Any changes or modifications provided by the District will be in writing by addendum.

EXAMINATION OF RFP DOCUMENTS

The Bidder shall thoroughly examine and be familiar with the RFP documents. The failure or omission of a bidder to receive or examine any part of the RFP or addendum, and acquaint themselves with conditions existing, shall in no way relieve any bidder from obligations with respect to the RFP submittal, or to the contract. The submission of an RFP shall be taken as prima facie evidence of compliance with this section.

ERRORS OR OMMISSIONS

Bidders are responsible for all errors or omissions in their bids, and any such errors or omissions will not serve to diminish their obligations to the District. A bidder who claims error and fails to enter a contract with the district, shall be prohibited from bidding on the same commodity or service if the requirement is subsequently rebid by the district. Negligence in preparing a bid does not give a bidder the right to withdraw their bid after opening.

DISCLOSURES

By signing the RFP Bid Form, a Bidder affirms that there has been no gift, no offer to give, nor any intent to give at any time any economic opportunity, promise of future employment, gift, loan, gratuity, special discount, trip, favor, or service to an employee or officer of the District, connection with the bid submittal. No other promotions, concessions, gratuities, rebates, or no-charge items will be considered during the RFP evaluation or award decision.

The Bidder will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the District and shall be listed in your cover letter with your proposal.

FIRM PRICING

The Contractor must agree to hold proposed pricing firm during life of the contract. Any necessary price adjustments due to sudden or significant market changes may be considered when notification is received in writing to the District. This notification must include adequate documentation to support any claim for price adjustment and shall be received at least 45 days prior to implementation, providing an agreement is mutually made between the Contractor and District.

LOWEST PRICE GUARANTEE

The Bidder agrees if they offer the same service or product to another customer comparable in size at a lower price than the rates detailed on this RFP, the Bidder will adjust the District costs to the lower rate.

WITHDRAWL OF RFP

Any Bidder may withdraw their bid, either personally or by written request, at any time PRIOR to the due date and time. Communication to withdraw must be given directly to the District's Business Services department by an authorized agent of the company issuing the response to the RFP. Withdrawals received after the date/time due, will not be considered, unless the District determines that late receipt was due solely to mishandling by the District before receipt at the District.

Business Services Contact: Tracey David, Assistant Director of Procurement, tracey.david@highlineschools.org

BID PROTEST

A bidder protesting regarding procedure, award of the contract, or any other reason, shall submit cause by writing, to be filed with the Business Services Department no later than three (3) business days after the date upon which bids are opened. The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to Highline Public Schools, Business Service Department; 15675 Ambaum Blvd. SW, Burien WA 98166. Attention to Tracey David, Assistant Director of Procurement.

Consideration

Upon receipt, the District will consider the protest. The District may, within three (3) business days of receipt, provide any other affected Bidder, the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement between the protesting Bidder and the Business Services Department, the Superintendent of the District or designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidders, within six business days of the District's receipt of the protest. (If more than one protest is filed, the District's decision will be provided within six business days of the District's receipt of the last protest). If no reply is received during the six-business-day period, the protest shall be deemed rejected.

Waiver

Failure to comply with these protest procedures will render a protest waived.

Condition Precedent

Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

LICENSES, REGISTERED CONTRACTORS, PERMITS, AND COMPLIANCE

Bidder's shall be licensed or registered per the laws of the State of Washington. Services dispensed through the Bidder's equipment must be in conformance with all applicable federal, state and local health standards and regulations. It is expressly understood that the Bidder assumes sole responsibility to comply with all provisions of federal, state, and local laws. All necessary licenses and permits will be obtained by the Bidder at the Bidder's expense. Should any additional local, federal, or state regulations be imposed affecting the contract, it shall be amended to conform to such regulations.

INDEMNIFICATION

The Provider agrees, to the fullest extent permitted by law, Provider will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any, and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and or all acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

ACCIDENTS AND RISK OF LOSS

The Service Provider will be solely responsible for accidents and injuries to all person or property cause by the acts or omissions of its officers, supervisor, agents or employees.

FEDERAL DEBARMENT AND SUSPENSION

The Bidder certifies, by submission of this proposal, to the best of its knowledge and belief, the vendor/contractor, or any of its principals:

A. Are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the Bidder or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS" published by the U.S. General Services Administration Office of Acquisition Policy.

B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property.

C. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

The prospective lower tier participant shall provide immediate written notice to the District 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 accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES

The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Invitation to Bid

LOBBYING DISCLOSURE

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, 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, 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, and 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 SF-LLL “Disclosure of Lobbying Activities,” in accordance with its instructions;

c. The awarded agency shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontract) and that all sub-recipients shall certify and disclose accordingly.

PUBLIC RECORDS

Bidders should be aware that the District is required by law to make records available for public inspection, with certain exceptions. It's the District's belief that this legal obligation would not require the disclosure of proprietary, descriptive literature that contains privileged designs, drawings, or documentation. However, the Bidder, by submission of the materials marked "Proprietary Information" acknowledges and agrees that the District will have no obligation or liability to the Bidder, in the event, it must disclose these materials.

BACKGROUND CHECKS

The provider, at its own cost, will perform criminal background checks of all individuals providing services under a contractual agreement, and as required by applicable and current Washington State and federal law. Background checks to be processed through Washington State Patrol criminal investigation system and through the Federal Bureau of Investigation. RCW28A.400.303.

EMPLOYEES CONVICTED OF CRIMES

Employees who have been convicted of crimes involving children: RCW 28A.400.330 prohibits a bidder, or any of its sub-bidders, from utilizing any employee at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter RCW 9A.42, the physical injury or death of a child under chapter RCW 9A.32 or RCW 9A.36 (except motor vehicle violations under chapter RCW 46.61), sexual exploitation of a child under chapter RCW 9.68A, sexual offenses under chapter RCW 9A.44, where a minor is the victim, promoting prostitution of a minor under chapter RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws or another jurisdiction. Failure to comply with this section shall be grounds for the school district to immediately terminate the contract.

SAFETY

The provider will adhere to the Highline School District and individual Elementary School safety policy and procedures. School will provide their safety procedures and/or policies to program staff who will be responsible for following such policies.

USE OF TOBACCO ON SCHOOL PREMISES

RCW 28A210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

ANTI-DISCRIMINATION

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

LAW

The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Superior Court, County of King, and State of Washington.

DISCLAIMER

Highline Public Schools No. 401, King County, Washington, reserves the right to cancel or postpone the bid opening, reject any and or all proposals, and to waive any informalities or irregularities in any bid, or parts thereof. The District further reserves the right to accept a proposal other than the lowest bid, which in all of the respects complies with this RFP, provided that, in the sole judgement and discretion of the District, the services offered at the higher bid has additional value or function The contract shall be awarded to the responsible bidder(s) whose proposal is determined to be most advantageous to the District, taking into consideration the factors set forth above and additional factors detailed in the RFP documents.

All bidders waive any right to claim damages of any nature, whatsoever, based upon the selection process. Companies who submit proposals that do not follow the instructions or do not provide the requested information may be subject to immediate rejection. The enrollment projections offered in this document shall act as a guide for potential clientele, not as an estimate or guarantee of actual business transactions.

SECTION IV – CONTRACT PROVISIONS

AWARD

Highline Public Schools reserves the right to review proposals and award the contract(s) in the best interest of the District. Post evaluation, recommendation and upon Board approval, the contract will be awarded in writing.

CONTRACT PERIOD

Contract term shall run from September 1, 2023 - August 31, 2024, with four (4) – One (1) year possible renewal options; RENEWAL OPTION #1: September 1, 2024 - August 31, 2025, RENEWAL OPTION #2: September 1, 2025 - August 31, 2026, RENEWAL OPTION #3: September 1, 2026 - August 31, 2027, RENEWAL OPTION #4: September 1, 2027 - August 31, 2028.

FORM OF CONTRACT

Inclusively, the RFP and any attachments, appendices, addendums, schedules, and amendments shall be the contract between the parties, hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. Additional or reduction of services or equipment may be negotiated within the contract term; providing an agreement is mutually made between the Contractor and District.

CHANGES TO THE CONTRACT

The District may make changes to the general scope of the contract at any time, in writing or by no written order, accepted by both parties.

CONFIDENTIAL RECORDS

Student's sensitive information and/or records obtained by provider must be kept secure and remain confidential.

SUBCONTRACTS

The Bidder awarded as Contractor shall have total responsibility for meeting the contract requirements. This contract may **not** be assigned or subcontracted in whole or part without the District's written approval. Such requests may be refused at the District's discretion without recourse by the Contractor, and Contractor shall be responsible for any subcontractor activities as if furnishing the services themselves.

INSPECTIONS

The District reserves the right to inspect and reject any item or service, for lesser or inferior quality, in which have been specified, or fail to comply with requirements.

TERMINATION

The District, by written notice, may terminate this contract, in whole or in part, if any of the provisions of this contract are violated by the Bidder, and/or lack of performance. In such event, the awarded Bidder shall be liable for damages, including the excess cost of re-procuring similar supplies or services.

A. The District shall provide a notice to contain the reason for such intention to terminate the contract.
B. Bidder shall be given ten (10) days after the serving of such notice, to satisfactorily arrange for correction to be made.

Highline Public Schools #401
Central Administration Building - North
15675 Ambaum Boulevard SW
Burien, WA 98166

SECTION V – BID FORM – SIGNATURE PAGE

BID FORM SIGNATURE PAGE

I hereby certify that I have read and understand the call for proposals, and all bid documents pertaining to this Request for Proposal submittal.

COMPANY NAME: _____

BUSINESS ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____MOBILE NUMBER _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM IS: [ ] Corporation [ ] Partnership [ ] Individual

[ ] Other _____

Business license: _____Expiration Date: _____

Washington UBI No.: _____Expiration Date: _____

TIN/EIN (Federal Tax ID): _____ Expiration Date: _____

Name of Representative designated to the District: _____

Years with company: _____

ADDENDA ACKNOWLEDGMENT
(TO BE COMPLETED ONLY IF ADDENDA IS ISSUED)

Receipt of Addendum No. _____ , is hereby acknowledged.

Initial _____Date _____

SECTION VI – ATTACHMENTS

ATTACHMENT A: Cooperative Purchasing Agreement

ATTACHMENT B: Scoring Criteria

ATTACHMENT C: Federal Debarment

SECTION VII – ATTACHMENT A – COOPERATIVE PURCHASING AGREEMENT

HIGHLINE SCHOOL DISTRICT REQUEST FOR PROPOSAL

RFP 22/23 – 6 Secondary Yearbook Production

RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Inter-local Cooperative Purchasing Agreement with the District may purchase from the District's contracts, provided that the Proposer has agreed to such participation. Each Proposer shall indicate on the proposal form whether it will honor other public agency orders in accordance with the contract terms and conditions. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District's contract through the Inter-local Agreement.

1. As per the terms and conditions of this contract, will the Proposer allow agencies with executed Inter-Local Cooperative Purchasing Agreements with Highline School District No. 401 purchase from this contract?

   Yes _____ **No** _____

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

2. If yes, and if the Proposer is successful in securing another agency to utilize this contract, indicate additional funds that may be available to Highline School District No. 401.

SECTION XIII – ATTACHMENT B – SCORING CRITERIA

In evaluating RFP responses, the District will award points to each Proposer response up to the maximum points that are listed for each of the criteria included below:

Scoring Category	Points Possible
References	10 pts
Pricing Scenarios	20 pts
Price Adjustments	20 pts
Deadlines	15 pts
Staffing	10 pts
Software	10 pts
Yearbook Samples	15 pts
Grand Total	100 pts

The District reserves the right to seek additional information and/or clarification from any proposer, the right to reject all responses received with or without cause, the right to negotiate all final terms and conditions of any agreement entered into with any proposer that submits a response and also to waive an irregularities or informality if deemed to be in the best interest of the District. Additionally, the District may consider curriculum products provided as Open Educational Resources through this review process.

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SECTION IX – ATTACHMENT C – FEDERAL DEBARMENT

HIGHLINE SCHOOL DISTRICT REQUEST FOR PROPOSAL

RFP 22/23 – 6 Secondary Yearbook Production

INSTRUCTIONS
Complete this certification and submit with your proposal/quote.

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

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

1. (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name and Title of Authorized Representative

_____ _____
Signature Date