Request for Proposal

Yearbook

High School
Middle School
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SPECIFICATIONS:

MEAD & MT SPOKANE HIGH SCHOOL 9

NORTHWOOD, MOUNTAINSIDE, & HIGHLAND MIDDLE SCHOOL 9
REQUEST FOR PROPOSAL
FOR THE PROCUREMENT OF YEARBOOKS
2024/2025 School Year With Four One Year Renewal Options
For Mead School District 354
Proposal Due Date: May 28, 2024

1. INTRODUCTION AND GENERAL CONDITIONS

Mead School District 354 will be accepting sealed proposals at the District Administrative Office at 2323 E Farwell Road, Mead Washington 99021, on or before the 28th of May, 2024, until the hour of 9:00 a.m. of said day for the PROCUREMENT OF YEARBOOKS FOR OUR 2 HIGH SCHOOLS AND 3 MIDDLE SCHOOLS.

Proposals will be publicly open and read aloud at the District Administration Center at 9:00 a.m. on said day. All interested individuals are invited to attend.

ALL REQUESTS FOR PROPOSALS ISSUED BY MEAD SCHOOL DISTRICT 354 SET FORTH BELOW WILL BIND BIDDERS AND SUCCESSFUL BIDDERS TO THE CONDITIONS AND REQUIREMENTS SET FORTH HERIN, AND SUCH CONDITIONS AND REQUIREMENTS SHALL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT.

1.1 PROPOSALS

a) All proposals must be submitted in writing and in accordance with instructions provided by the District. Proposals received after the time stated in the notice to Bidders will not be considered unless approved in writing by the district. Such proposals will remain unopened and be made available for retrieval by the Bidder. This solicitation does not commit the District to pay any costs incurred in the preparation, presentation or return of proposals.

b) The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having their proposal deposited on time at the place specified.

c) General and special instruction, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.

d) The submission of a proposal will be construed to mean that the Bidder is fully informed as the extent and character of the supplies, materials, equipment, and services and is in complete compliance with the specifications.

e) The District must receive written objection to specifications or bidding procedures at least five (5) business days before the date and time upon which bids are scheduled to be opened.

f) In all specifications, the words “or equivalent” are INCORPORATED BY REFERENCE WITH each item description. The decision of the District as to whether an alternative or substitution is in fact “equivalent” shall be final.
1.2 INDEMNIFICATION AND HOLD HARMLESS

The Vendor shall indemnify and hold harmless the District and its Board of Trustees, officers, employees, agents, representatives, and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys’ fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the contractor and suppliers, provided, however, that the Vendor shall not be required to indemnify for the following:

a) Acts or conduct by third parties, other than the District and its Boards of Trustees, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;

b) Acts of intentional misconduct or negligence by the party to be indemnified.

1.3 CONFLICT OF INTEREST

The Vendor hereby represents, covenants, and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

1.4 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Washington with venue in Spokane County.

1.5 COMPLIANCE WITH DISTRICT REGULATIONS

The Vendor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District.

The Vendor shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Vendor shall cause all persons performing work to comply with such modifications.

1.6 COSTS AND ATTORNEY’S FEES

Should legal action be necessary to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable costs and attorneys’ fees.

1.7 SANCTIONS FOR BREACH OF PERFORMANCE

In the event of the Vendor’s failure to perform any provisions in the Contract, the District may impose sanctions and seek redress for losses incurred, as appropriate, including, but not limited to, serving notice of default and causing cancellation, suspension, termination, or forfeiture of the Contract, in whole or in part, as the interests of the District dictate.

If the Vendor violates any terms of their proposal, the Contract, school board policy or any law, the District may procure the goods or service from other sources without such procurement constituting an event of default under the Contract and the District reserves all of its rights and remedies thereunder for such breach. Vendor shall not be entitled to any unearned amounts. In addition, the District has the right to disqualify said Vendor from bidding for a period to be determined at the sole discretion of the District. Proposals from disqualified bidders will not be accepted during the period of disqualification.
1.8 DIRECTION OF PERFORMANCE

Vendor agrees to use its best efforts and diligence to promote the best interest of the District. The District will provide general guidance concerning performance of the duties called for herein; the Vendor shall be exclusively responsible for the management of its employees and equipment in performance of the terms of the Contract.

1.9 SEVERABILITY

In the event that any provisions of the Contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

1.10 ASSIGNMENTS

This contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the Mead School District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the School District’s likelihood of receiving performance on the contract.

1.11 CRIMES AGAINST CHILDREN

The Vendor shall prohibit any employee of the Vendor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9A.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate the contract.

1.12 AGREEMENT

The awarded Vendor will be required to sign an Agreement or Purchase Order with the Mead School District. Failure to sign the Agreement or Purchase order within 10 working days could be cause for elimination from the RFP process.

1.13 PREVAILING WAGE REQUIREMENTS

The Vendor is required to pay all workers on school district property prevailing wages per RCW 39.04.010, RCW 39.12.030 and WAC 296-127-010 whether or not the worker is an employee of the Vendor.

1.14 DEBARMENT / SUSPENSION

By participating in this bid/quote (signing and submitting your bid/quote on the Bid/Quote Form) your company certifies that it meets the federal government’s requirements below:
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.

1.15 ANTI-DISCRIMINATION

The vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: Employment upgrading, demolition 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 vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

2. GENERAL INFORMATION

2.1 INTENTION

It is the intent of the District to enter into Contract or purchase order with a single qualified Vendor for the procurement of yearbooks for our High Schools and Middle Schools. The Contract will be for the 2024/2025 School Year with the possibility of Four One Year Renewal Options. The Contract will be awarded to the responsive Bidder with the lowest overall proposal amount that best meets the needs of the District. The decision as to what Vendor best meets the needs of the District shall be the sole responsibility of the District and be final. To be responsive, the Bidder must comply with all District’s bidding procedures and the proposal specifications and requirements as set forth herein. To be qualified, the Bidder must have and maintain all the requisite licenses required by statute. If two qualified responsive Bidders provide the same lowest overall proposal amount, the District will select the Successful Bidder in its sole and absolute discretion.

At the District’s discretion, additional yearbooks may be purchased during the time period identified in the RFP, depending on the prices and terms received in the successful proposal. If the District exercises its option to purchase additional quantities of yearbooks specified in this Request for Proposal, the Vendor will honor the pricing on the line item for the amount of time designated in each line item’s specifications. Should the price of the line item decrease, the Vendor will notify the District of the price reduction and offer the items at the reduced price.

2.2 PROJECT SUMMARY

The District includes 5 sites.

Vendor shall provide yearbooks at the following locations:
2.3 SCOPE OF WORK

The bidder shall provide as specified:
- See YEARBOOK SPECIFICATIONS

2.4 BIDDER QUALIFICATIONS

For a proposal to be considered by the District, Bidders must comply with all of the District’s bidding procedures and the specification requirements as set forth herein.

The Successful Bidder must meet or exceed all minimum RFP qualification requirements. All submitted proposals must provide at a minimum, all requested information in this RFP. Any portion not included will be cause for elimination from the RFP selection process. Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements. The District reserves the right to eliminate from further consideration any proposal that is deemed to be substantially or materially unresponsive to the request for information contained in this section.

2.5 MODIFICATIONS

Bidder-initiated changes in or additions to the RFP invitation, recapitulations of the work bid upon, or alternate proposals or any other modifications of the invitation, which are not specifically called for in the contract documents, may result in the District’s rejection of the bid as not being responsive to the invitation to bid. The RFP Document may not be altered. A bidder submitting a deviation must do so by way of an attachment. Oral, facsimile, or telephone modification of any proposal submitted will not be considered.

2.6 PROPOSAL QUOTATION

Prices quoted shall include all shipping and handling costs and shall be for new yearbooks according to proposal specifications.

2.7 PROPOSALS RESPONSE FORMAT

a) Clearly stated procurement pricing, documentation, and technical support service included in the proposal amount.
b) All costs must be included in the Bidder’s proposal.
c) The Bidder shall deliver all yearbooks as specified in our attached Specifications sheet.
d) ALL limitations, expectation, guarantees, warrantees, securities, waivers, and/or agreements that the Bidder expects the District to agree to or comply with must be specified within the proposal.

2.8 TAXES

State sales tax and Federal Excise Tax are not to be included in any item of this bid.

2.9 ALL CHARGES INCLUDED IN PRICE (i.e. shipping costs)

Unless the District specifies otherwise, the offered price shall include the bidder’s total charges for supplying all products and/or services, including but not limited to transportation charges, at any location within the district boundaries.

2.10 REPRESENTATIVES
After the proposal deadline, a local representative must be available to meet with the school’s yearbook advisors on request to review procedures and costs, answer questions, and to assure that all requirements of the proposal are being met.

The name of an individual at the printing plant, capable of making decisions over the telephone regarding changes and/or corrections on the yearbooks must be furnished to each yearbook advisor for account servicing.

2.11 PROPOSAL DELIVERY

All Proposals are deemed final upon receipt by the District and shall be delivered in a sealed envelope to:

Heather Ellingson  
Mead School District 354  
2323 E Farwell Rd,  
Mead WA  99021  
heather.ellingson@mead354.org (preferred method of communication)

2.12 ANTICIPATED TIMELINE

RFP Issued: May 135, 2024  
Deadline to Submit Proposals: May 28, 2024  
Notice of Award: After Board Approval  
Project Commencement: September 1, 2024

2.13 ACCEPTANCE/REJECTION

The District reserves the right to reject all proposals, and to waive informalities or irregularities with respect thereto, and to contract in the best interests of the District. If the District decides to award the Project, it will be awarded to the qualified responsive Bidder providing the lowest overall proposal that best meets the needs of the District. To be responsive, the Bidder must comply with all bidding procedures, requirements and specifications as set forth in this RFP. To be qualified, Bidder must maintain all required licenses as specified herein.

2.14 EXCEPTIONS/VARIANCES

All exceptions or variances to the proposal specifications must be clearly noted in writing on the Proposal Response Exception Form. Failure to do so is cause for rejection of a proposal. Specific brand names are given as an example of quality and include by reference such other brands as are equal to the description provided.

2.15 PROPOSAL CHANGES OR WITHDRAWAL

All changes and/or erasures shall be made before the designated date and time of proposal opening and initialed by Bidder’s authorized representative. Proposals may not be withdrawn after the time set in the notice for the opening of bids.

2.16 QUESTIONS

Questions concerning the yearbook specifications shall be directed to:
Heather Ellingson, CFO  
Mead School District 354  
heather.ellingson@mead354.org (Preferred method of communication)

2.17 EVALUATION OF PROPOSALS

- Total Cost (Weighted Most Heavily)  
- Quality of the Product  
- Past Experience with the Mead School District #354  
- References  
- Ability to Satisfy Specifications  
- Economic Viability of the Company  
- Customer Service/Representatives  
- Workshops, Professional Development, Overnight Camps  
- Common Core Resource, File Format  
- Local Representative
SPECIFICATIONS:

SEE MEAD HIGH SCHOOL & MT SPOKANE HIGH SCHOOL SPECIFICATION SHEET

SEE NORTHWOOD, MOUNTAINSIDE, & HIGHLAND MIDDLE SCHOOL SPECIFICATION SHEET