



MARYSVILLE SCHOOL DISTRICT #25, MARYSVILLE, WA 98270

BID NO. 01.2020 YEARBOOKS



APRIL 6TH, 2020

MARYSVILLE SCHOOL DISTRICT #25
4220 80TH ST NE, MARYSVILLE, WA 98270

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

MARYSVILLE SCHOOL DISTRICT #25

PROPOSAL FOR MIDDLE AND HIGH SCHOOL YEARBOOKS

BID NO. 01.2020

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Legal Notice

MARYSVILLE SCHOOL DISTRICT #25
INVITATION TO BID
BID NO. 01.2020, YEARBOOKS

Marysville School District #25 (District or MSD) is seeking bids from qualified yearbook publishing companies for management and classroom support in the preparation and printing of yearbooks for three (3) middle schools and three (3) high schools.

Please submit one (1) original and one (1) copy of your proposal. Proposals are to be submitted in a sealed envelope or box and addressed to Marysville School District #25, Attn: Gregg Kuehn, 4220 80th ST NE, Marysville, WA 98270. **Proposals must be received no later than 2:00 PM, PST, Monday, April 6th, 2020 to be considered.** Bids received after this date and time will not receive consideration. All bids shall be placed in a sealed envelope or box and be clearly marked "YEARBOOK BID No. 01.2020".

A complete bid packet (specifications, information, and documents) is available to respondents by contacting www.msd25.org/purchasing, by emailing Purchasing@msd25.org or by phoning 360-965-0106.

MARYSVILLE SCHOOL DISTRICT #25
SNOHOMISH COUNTY, WASHINGTON

Gregg Kuehn,
Purchasing Manager

Published:
Daily Journal Commerce
Herald (Sound Publishing)

PO #1439043505
PO #1439043506

March 16th and 23rd
March 16th and 23rd

MARYSVILLE SCHOOL DISTRICT #25

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Instructions to Bidders

Issue Date: March 16th, 2020

Closing Date: April 6th, 2020

Closing Time: 2:00pm PDT

Contact: Gregg Kuehn

Phone: 360-965-0110

Email: purchasing@msd25.org

1. INTRODUCTION

The Marysville School District (District or MSD) is seeking bids from qualified vendors for management and classroom support in the preparation and printing of secondary school yearbooks. It's the intention of the District to award a contract based on the bid best meeting the needs of the school yearbook program relative to the award criteria listed in this Invitation to Bidders (Invitation). These instructions are a part of any contract award made by the District's Board of Directors for yearbook services and printing.

It is understood that the bidder, in submitting a bid, accepts the Instruction to Bidders, Specifications, agreement with Terms and Conditions and general information as part of the Invitation documents. In consideration for the District's review and evaluation of its bid, the bidder waives and releases any claims against the District arising from any rejection of any or all bids, including any claim for cost incurred by bidder in the preparation and presentation of bids submitted in response to this Invitation. In addition, the bidder waives the cost of providing additional information requested.

The contract is for the 2020-2021 school year with four, one-year extensions available to the successful bidder. Each one-year extension will be offered at the District's sole discretion 60 calendar days in advance of the extension term.

Documents

Documents include:

1. Instruction to Bidders
2. Specifications
3. Bid Form
4. Terms & Conditions
5. Signature Page

The terms, "bidder" and "vendor" are used interchangeably in the bid documents.

Point of Contact

All inquiries regarding this bid should be directed to:

Gregg Kuehn, Purchasing Manager

Marysville School District#25

4220 80th ST NE

Marysville, WA 98270 Phone: 360-965-0110

purchasing@msd25.org

2. BID FORM INSTRUCTIONS

- a) Preparation of Bid Form -- All prices and notations must be typewritten or written in ink on the provided bid forms only, with no erasures permitted. Mistakes may be crossed out and corrections written

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adjacent thereto, and must be initialed in ink by person signing the bid. All blanks in the bid form must be appropriately filled in. An incomplete bid document may be deemed non-responsive.

- b) Unit price for each item offered shall be shown and such price shall include packaging and delivery unless otherwise specified. ALL PRICES MUST BE FIRM FOR THE TERM OF THE CONTRACT.
- c) If there is no charge for any item, please indicate “N/C” or “No Charge” on the bid form. If any item is not available from your company, indicate “N/A” or “Not Available”. Do not leave any item blank.
- d) Bid amounts shall exclude sales taxes.
- e) The product description(s) in this Invitation have been prepared so as to clearly identify the basic requirements for each item. Bidders are responsible for noting on their bids any and all exceptions to the specified descriptions. ALL BRANDS BID WITHOUT SUCH NOTATIONS WILL BE UNDERSTOOD TO MEET THESE BASIC REQUIREMENTS.
- f) Substitutions and Alternatives – The contract is based on materials, equipment and methods described in the bid documents. The District will consider requests for substitution of materials, equipment, and methods prior to receipt of bids, and only when such requests are accompanied by full and complete technical data and all other information required by the District to evaluate the proposed substitution, such as cuts, photos, specifications, and/or samples. The District reserves the right to examine samples of any or all items to its satisfaction before awarding a contract. Samples of items, when required, must be furnished free of expense to the District, and if not destroyed by tests, will, upon request, be returned at the bidder’s expense. No substitution request will be considered unless a written request for approval, and technical data are received by the District at least seven business days prior to the date for receipt of bids. The District’s decision regarding approval or disapproval of a requested substitution shall be final. If the District approves any requested substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals that purport to have been made in any other manner. No substitution will be considered after opening of bids unless specifically provided in the bid documents
- g) Covenant Against Collusion – The bidder warrants, by submission of its bid, that the prices in its bid are neither directly nor indirectly the result of any formal or informal agreement with another bidder.
- h) Covenant Against Gratuities – The bidder warrants, by submission of its bid, that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the bidder or any agent or representative of the bidder, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.
- i) The bid must be signed in the name of the bidder and must bear the title and signature in longhand of the person duly authorized to sign the bid.
- j) All bids must be submitted in a sealed envelope addressed to:
Marysville School District#25
4220 80th ST NE
Marysville, WA 98270
Attention: Gregg Kuehn

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- a. The sealed envelope must be labeled with:
 - Name of the Bidder
 - Address of the Bidder
 - YEARBOOK BID NO. 01.2020
 - To be opened by MSD Director of Purchasing ONLY
- k) It is the sole responsibility of the bidder to see that the bid is received in the proper time and location. Electronically transmitted bids will not be accepted. Any bid received after the scheduled closing time for the receipt of bids will not be considered.
- l) Modifications – Changes in, or additions to the bid form, recapitulations of the work bid upon, substitutions, or any other modifications of the bid form which are not specifically called for in these documents may result in the District rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered.
- m) Withdrawal of Bids – A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. After scheduled receipt time, bids may not be withdrawn for sixty calendar days nor may any contract based on this bid and offered by the District within sixty calendar days of bid opening be refused.
- n) Examination of Specifications, Site, Drawings, etc. – Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of a bidder to receive or examine any form, instrument, addendum, other document, or to visit the site and acquaint themselves with conditions existing there shall in no way relieve any bidder from obligations with respect to their bid or of the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
- o) Interpretations of Specifications and Documents – If any person who contemplates submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions in the specifications or other contract documents, he/she may submit to the District a written request for an interpretation or correction thereof. The person submitting such request will be responsible for prompt delivery not later than five (5) days before the date specified for receipt of the bids. Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be transmitted electronically to each person receiving a set of such documents via an electronic mail address that must be provided to the District by each bidder in order to be entitled to receive such addendum(s). The District will not be responsible for any other explanations or interpretation of the contract documents. No oral interpretation of any provision in the contract documents will be made to any bidder. Each bidder shall ascertain prior to submitting his/her bid that he/she has received all addenda issued and he/she shall acknowledge their receipt in his/her bid.
- p) Bidders Interested In More Than One Bid – No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder or that has quoted prices of materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders making a primary proposal.

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- q) “Or Equal” – Whenever a process, equipment, or material is specified by giving the manufacturer’s name, brand, or number, it is understood that the words “or equal” follow thereafter. Where the phrase “or equal” applies or occurs in the bid documents, do not assume that a process, equipment or material is approved by the District unless the item has been specifically approved for this work by the District in response to a request for substitution. The decision of the District will be final.
- r) Words and Figures – Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures; in case of discrepancy between the two, the amount written in words shall govern.
- s) Evidence of Qualifications – The district reserves the right to request evidence of financial resources, bidder experience and support and equipment available for performance of the contract. Upon request, the bidder shall submit promptly satisfactory evidence.

3. AWARD OF CONTRACT

- a) Following the bid deadline, the bids shall be opened and read aloud in public. All interested parties are invited to be present during the bid opening which will take place on Thursday, April 6, 2020 at 2:00pm PST at:

Marysville School District
4220 80th St. NE Marysville, WA 98270

- b) The bids will then be reviewed for compliance with the requirements of the Invitation. .
- c) It is the District’s intention to award the bid to one vendor for all schools, but the district reserves the right to award to multiple vendors if the District determines doing so will be in the best interest of the District.
- d) Contract - The contract consists of: the Instruction to Bidders, the Specifications, the Terms and Conditions, and the Bid Form, and any Addenda issued, schedules and properly executed purchase orders. If there are conflicts between the purchase order terms and conditions and the terms and conditions called out in these bid documents, the bid documents apply.
- e) Selection – If a contract is awarded, it will be to the responsible bidder(s) submitting the lowest Base Bid for each school which is responsive by conforming to the Invitation.
- f) The District reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received. The district also reserve the right to cancel the Invitation at any time or change the date and time for submitting bids prior to the date and time established for bids via addenda.
- g) The District may accept any item or group of items of any bid, unless the bidder qualifies a bid with specific limitations. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified, and the District reserves the right to make an award on any item for a quantity less than the quantity bid at the unit prices unless the bidder specifies otherwise in the bid.

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- h) A written award in the form of a Marysville School District#25 Purchase Order or written acceptance of the Bid, will be mailed, or otherwise provided to the successful bidder within the time for acceptance specified in the bid.
- i) Public Records Act - This procurement is subject to the Washington State Public Records Act, RCW 42.56. Bids submitted shall be considered public documents unless the documents are exempt under the public disclosure laws. Bidders must clearly mark any portions of their proposal that they feel are exempt from disclosure laws and include an explanation as to why they believe the indicated portions are exempt. The District will not be bound by any blanket confidentiality agreements. The District makes no assurance that confidential materials will be held in confidence if they are not deemed qualified for exemption under the laws of the State of Washington.
- j) The awarded vendor shall not assign this contract nor any part hereof, nor any monies due or to become due hereunder, without the prior written approval of the District.

4. PROTESTS

Any bidder who is aggrieved in connection with the award of this contract may protest to the District in accordance with the procedures set forth herein.

- The protest must be in writing and addressed to Director of Purchasing and shall include the name and address of the aggrieved person, the bid under which the protest is submitted, a detailed description of the specific ground for protest and any supporting documentation, and the specific ruling or relief requested.
- Protests notices must be received no later than two (2) business days following the opening of the bids.
- Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including other bidders involved in or affected by the protest. Such other persons may be given an opportunity to submit their views and/or other relevant information.
- If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reason for the action taken. A copy of the decision will be mailed, certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. The District's decision shall be final and conclusive.
- If no decision is received within ten (10) days of the District's receipt of a protest, it will be deemed rejected.
- Failure to comply with these protest procedures will render the protest untimely or inadequate and may result in rejection thereof by the District.

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Specifications

The terms “company”, “bidder”, “vendor” and “contractor” are used interchangeably and refer to the successful bidder.

SECTION I – BID PRICING

1. Pricing/Scope:

Pricing is requested for the 2020-21 school year (September 1, 2020 through August 31, 2021).

Four, one-year extensions are available to the successful bidder. Each one-year extension will be offered at the district’s sole discretion no later than July 31st prior to the option school year.

2021-22 School Year (September 1, 2021 – August 31, 2022)

2022-23 School Year (September 1, 2022 – August 31, 2023)

2023-24 School Year (September 1, 2023 – August 31, 2024)

2024-25 School Year (September 1, 2024 – August 31, 2025)

2. Firm Bid

The Marysville School District is requesting firm fixed pricing based on these bid documents. The bidder may indicate a percentage cost increase (per year) for contract renewal options. This cost block is optional and should be used only by those bidders who wish to change pricing for future District renewal options. If there will be no change in pricing for these renewal periods, indicate that by stating “NONE” in the space provided.

3. Schools

The successful bidder will be supplying yearbooks to the District schools listed below. Approximate quantities are listed for each school based on 2019-20 quantities and are not guaranteed to reflect actual quantities per year. The district will determine quantities which best suit enrollment needs. It is understood that the District may purchase any number of items from the successful bidder at the unit prices bid.

Middle Schools

Cedarcrest Middle School

450 yearbooks

Marysville Middle School

500 yearbooks

Totem Middle School

275 yearbooks

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High Schools

Marysville Pilchuck High School
550 yearbooks

Marysville Getchell High School
825 yearbooks

Legacy High School
100 yearbooks

District elementary schools are not included in this bid. The district reserves the right to use other vendors for these schools' yearbooks.

SECTION II - SPECIFICATIONS

1. Delivery/Service

- a. Delivery is to be FOB Marysville School District, with specific locations and deadlines noted in the bid documents and/or purchase orders.
- b. The vendor shall have full automotive and general liability insurance for vehicles and personnel doing business on the premises of the Marysville School District #25. The vendor will be fully insured and bonded with regard to the project. Drivers will exhibit caution, follow Marysville School District's No-Smoking and No-Animals policy and cannot have been convicted of any crimes against children.
- c. Vendor must communicate on a monthly basis with the yearbook teachers to ensure product and service needs are being met.
- d. The Marysville School District reserves the right to purchase the product described on the open market upon the failure of the vendor to deliver promptly as specified in the contract and upon failure to deliver the quantity specified. In case the price of such deliveries shall be greater than the price named in the agreement, the vendor agrees to pay the Marysville School District the amount expended for such deliveries over and above the amount designated in the bid.
- e. Should any additional federal or state regulations be imposed affecting the delivery of yearbook services and printing, the contract shall be amended to conform to such regulations.
- f. In the event that any of the provisions of this contract are violated by the vendor, the district may serve written notice upon the vendor of its intention to terminate such contract, and unless within ten (10) calendar days after serving of such notice upon the vendor such violation shall cease, and satisfactory arrangement for correction be made, the contract shall upon expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, the District shall provide notice thereof to the vendor, and the District may declare the vendor in default, and procure all material involved in the contract from other sources. In such circumstances, the vendor shall be liable to the district for any excess cost occasioned the District thereby.

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2. Requirements

- a. A vendor representative shall be available for each school's yearbook teacher to contact regarding production progress of material, in and out.
- b. Vendor is to furnish each school with the name of an individual capable of making decisions on the telephone concerning changes or corrections.
- c. A local representative of vendor shall be available at the request of the yearbook advisor to visit the school, consult with staff and students, and assist with technology, training aids, class preparation, and explanation of new procedures. This person shall initiate contact with the teacher within a week of contract award, and no later than May 31st annually in preparation for the upcoming school year.
- d. The bidder certifies adequate supplies are on hand, or have been contracted for, to complete production of the yearbooks by the final deadlines agreed upon. Vendor shall provide supplies for preparation of yearbook with 25% extra to address any errors.
- e. Efficient and responsive service is critical. When an teacher contacts the local representative, s/he shall reply within 24 hours. When meetings or visits are requested, local representative shall be available for meeting or visit within a calendar week of request. The following charges apply if service delivery is not met:
 - a. Charge for phone call or e-mail not returned with two workdays: \$ 50.00 per day
 - b. Charge for meeting or visit beyond five workdays of request \$ 50.00 per day
- f. Vendor shall provide opportunities for teacher and students to attend training workshops. This includes vendor-sponsored summer and early fall workshops where teacher and students are trained in yearbook journalism, page design, photography, journalism ethics, and computer software.
- g. If the vendor has a printer agreement, the terms and conditions of this Marysville School District bid contract shall prevail in the event of any conflicts between the bid contract and the separate printer's agreement.
- h. Proofs will be provided at no additional cost and must show all page elements (photo, copy, reverses, overprints, graphics, screens, etc.) both on paper and electronically. Proofs must be furnished for all pages including cover, end-sheets, and color and sent to the schools for final approval. Vendor will provide a five-day turnaround for proofs as well as pre-paid overnight delivery envelopes for proof submission and corrections.
- i. Cost of mailing completed pages and corrected proofs will be the responsibility of the Vendor. Pre-printed labels are to be supplied
- j. Vendor must provide a software plug that is compatible with Chrome and web portal Adobe InDesign 6.5 and InDesign CC.**
- k. Vendor must provide an online comprehensive design, layout, upload and submission capability. This includes the ability to upload and store images. Schools must be able to create custom templates online.
- l. Vendor must be able to provide computer technology support via a toll-free telephone number during all workdays.

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- m. Promotional materials (e.g. posters, home mailers, etc) shall be provided to the school at no additional charge.
- n. All items are to be assembled unless otherwise requested or not applicable.
- o. The District will not be responsible for any specialty service charges beyond those outlined in the bid specifications. Any special requests beyond those listed in the bid must have a detailed written price quotation submitted by the bidder and approved (signed) by the yearbook advisor during planning phase of the yearbook preparation. Any such quotations must be approved by and filed with the Director of Purchasing.

3. Deadlines

Each school may choose one of the following schedules. One-fourth or one-fifth of the yearbook will be submitted at each deadline. Reverse color multiples do not need to be submitted at the same deadline. The deadline for completing any signature will be the last deadline of the schedule. Pages can be submitted by signature, multiple, or facing pages at no extra cost.

Four-Deadline Schedule

Deadline 1: 2nd Monday of November
Deadline 2: 2nd Monday of January
Deadline 3: 1st Monday of March
Deadline 4: 1st Monday of April

Delivery date: Monday closest to June 1st

Five-Deadline Schedule

Deadline 1: 2nd Monday of November
Deadline 2: 4th Monday of December
Deadline 3: 4th Monday of January
Deadline 4: 1st Monday of March
Deadline 5: 1st Monday of April/May

Delivery date: Monday closest to June 1st

Schools shall have the due dates for their deliverables extended by one day for each day that they miss a deadline, but schools will have the opportunity to make up time lost from missed deadlines by submitting pages prior to the next deadline in order to retain the final delivery as originally scheduled. Schools may, without penalty, submit winter sports pages after the final deadline in case that deadline occurs before state tournament dates and the school team is competing. In such event, the yearbook advisor must notify the vendor at the end of the regular season.

Should it appear that the meeting of the final delivery is in jeopardy as a result of a missed deadline, the vendor is responsible to inform the teacher **30 days** prior to the final deadline that if such a deadline is missed, late delivery may be implemented or, at the school's choice, an overtime charge may be levied, and the estimated amount of such overtime charges shall be quoted.

If the school meets all deadline obligations, the vendor will pay the District \$50 for each school day the vendor is late in delivering proofs back to the schools. Proof must be returned within four (4) weeks of date of receipt of material at the vendor's plant.

If the school meets all deadline obligations, the vendor will pay the District \$50 for each school day the contractor is late in delivering yearbooks. In addition, if yearbooks arrive after the last day of school, the vendor will pay postage charges plus \$8.00 per yearbook for handling and shipping of yearbooks by the school.

The school may review deadline schedule for all pages and request reasonable adjustment(s) to conform to their specific needs. The school will review deadline schedule within 30 days of receipt.

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4. **Billings**

By the 10th of the month following decisions on the final book specifications, the vendor shall submit a fully-itemized statement of costs to date. The final billings for the yearbooks shall be in the hands of the yearbook advisor by date of shipping, to allow accounting time to close the books for the yearbook accounts.

Teacher should have the option of reducing use of color, number of pages, end sheets, and other optional cost items at any time prior to the beginning of actual production on such contract items, without penalty, should monthly billings indicate costs will exceed budgetary estimates.

5. **Shipping**

Yearbooks must be shipped and delivery dates shall not be earlier than twenty days or later than fifteen days before each school's respective commencement. All shipping is to be provided by the vendor F.O.B. to each school. Any storage charges will be the responsibility of the vendor.

6. **Copy Return**

All photographs, art work, and other material used in the publication of the yearbook shall be returned to the school on the shipping date specified; may be returned with books in a marked boxed so identified.

7. **Contingencies Eliminated**

- a. The bidder agrees to pay the established rate for page advertising if the bidder desires to purchase such an advertisement.
- b. The yearbook advisor shall be notified immediately, in writing, of delays caused by strikes, fires, or other natural disasters.
- c. Delays in meeting deadline, except for final deadline, caused by school closure due to strikes, snow, fire, or other disaster, shall not be penalized if vendor is notified promptly of such unavoidable delay and the school makes up such deadline delay day-for-day upon re-opening of school at no additional cost.

8. **Payment Schedule**

Twenty-five percent (25%) of the total contract amount by December 1, fifty percent (50%) of the total contract amount by May 1, and final payment no later than 30 days after delivery of yearbooks, subject to adjustment by the district for damage of improperly bound and/or printed books.

9. **Credit for Returns/Damaged Books**

Yearbooks damaged in shipping will be the responsibility of the vendor to arrange for reimbursement or replacement to the satisfaction of the district. Yearbooks damaged in production are the responsibility of the vendor to fix, replace or reimburse the school. Should replacement be made after the last day of school, it shall be the responsibility of the vendor to pay for postage charges plus all shipping and handling of the yearbooks to the school's purchasers. Credit issued will be determined from the basic unit proposal price plus any optional items.

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Bid Sheet

I. BASIC REQUIREMENTS

- 1. Vendor-sponsored summer camps and early fall workshops where advisor and students are trained in yearbook journalism, page design, photography, journalism ethics, and computer software are required. Describe workshop and training options provided as part of bid amount(s) for yearbook staff and advisors, including approximate dates of workshops, and location.**

Approximate dates of workshops: _____

Approximate cost: _____

Location of workshops: _____

- 2. Supplies are to be provided for yearbook preparation with 25% extra to cover possible errors. Vendor shall indicate type of supplies furnished.**

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3. Software Specifications

- Must be web-based
- Software plug-ins must be used with the following desktop publishing programs:
 - Adobe InDesign 6.5
 - InDesign CC
- Able to create the yearbook ladder, layouts, copy, captions and graphics from computer with a web browser and internet connection
- Ability to upload photos from staff, parents and community members. Provide free optional viewing access to these photos at the end of the school year for each student via a user name and password.
- Features such as picture tracking to avoid duplication, placement of photos, backgrounds, fonts, text and clipart, panel page creation, spell-check, page tracking, page proof via PDF, notes posting for users' reference, financial component to track deposits, credits, etc.
- Must include layout templates that the school can alter or customize to meet their own needs.
- Must include a built in thesaurus and spell checker.
- Must include a feature that allows the school to add student names into the spell checker; it must recognize first and last names that go together.
- Must include a portrait panel creator that is customizable and flows the portraits into the layout
- A picture-placing feature that:
 - Disallows placement of photos that are not of high enough resolution
 - Allows for cropping and resizing within the placing function
 - Automatically names photos to include page number
 - Allow for red-eye reduction within design
 - Places photos in a non-rectangular box
 - Allows for rotation of vertical photos within the placing function
 - Allows "undo" function that leaves the photo box intact.

List and describe third party software that will be provided to accomplish the above software specifications. All third party software must be evaluated and approved by the District prior to bid award. Include software manual.

4. Describe any other supplies, services or special features included within bid amount(s):

5. Contract Renewal Price Increases

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Bidder may indicate a percentage cost increase (per year) for contract renewals that may be exercised at the option of the District. The cost block is optional and should be used only by those bidders who wish to change pricing for future district renewal options. If there will be no change in pricing for those renewal periods, indicate by stating "None" in the space provided

Increase/Decrease for 2021-22 _____ % from previous year

Increase/Decrease for 2022-23 _____ % from previous year

Increase/Decrease for 2023-24 _____ % from previous year

Increase/Decrease for 2024-25 _____ % from previous year

6. Deadline Penalty

Schools shall have the due dates for their deliverables extended by one day for each day that they miss a deadline, but schools will have the opportunity to make up time lost from missed deadlines by submitting pages prior to the next deadline in order to retain the final delivery as originally scheduled. Schools may, without penalty, submit winter sports pages after the final deadline in case that deadline occurs before State tournament dates and the school team is competing. In such event, the yearbook advisor must notify the company at the end of the regular season.

Should it appear that the meeting of the final delivery is in jeopardy as a result of a missed deadline, the vendor is responsible to inform the advisor 30 days prior to the final deadline that if such a deadline is missed, late delivery may be implemented or, at the school's choice, an overtime charge may be levied, and the estimated amount of such overtime charges shall be quoted.

Overtime charge should school choose on-time delivery: \$ _____ per day

7. Local Representative

Name: _____
Phone Number: _____ Fax Number: _____
Email Address: _____

8. Plant Representative

Name: _____
Phone Number: _____ Fax Number: _____
Email Address: _____

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BID SIGNATURE PAGE AND CERTIFICATION

I, the undersigned, having carefully examined the enclosed Terms and Conditions and Instructions to Bidders, hereby agree to furnish each of those products to the Marysville School District for which I have submitted prices on the attached pages numbered 16-23 concerning the listed high schools and pages 24-30 concerning the listed middle schools.

If the undersigned is notified of the acceptance of some or all of this proposal within thirty (30) days from the bid opening date, we agree to execute a contract for the products and/or services bid and accepted.

We hereby certify that our bid is genuine, and have not entered into collusion with any other bidder(s) or any other person(s).

Company Name_____

Company is ☐ Corporation ☐ Partnership ☐ Individual ☐ Other _____

WA State License or Registration No._____ Tax I.D. No. _____

Company Address_____

Phone _____ Fax _____

Proposal/Bid prepared by (print) _____

Bidder's Title _____

Signed _____

Date_____

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

II. HIGH SCHOOLS

1. BASIC BOOK

- a. **Actual number of books ordered depends upon fall enrollment and/or yearbooks purchased.** This is to be finalized by January 15th, without penalty.
- b. Number of pages bound in book do not include endsheets, blanks, company designated pages or supplements. Each school shall have the option of submitting pages by signature, multiples or facing pages.
- c. Process Color - Eight multiples of color are to be included in the basic bid and are to be submitted in multiples (flats), not signatures, regardless of reverse multiples according to the deadline schedule. All prices quoted are to provide for F.O.B. to each high school.
- d. Page trim size shall be 9 x 12 inches for all schools. (Alternate size may be at request of staff in fall).
- e. Paper stock shall be bid as 80# gloss minimum.
- f. Cover - The cover to be included in the base bid will have one printed color, or one applied color with a silk screen on cloth material, and must be constructed of 160-point board. There is no limit to the area that a school may apply their design and no added charge for spine. Digital color cover proof is to be furnished to school and approved prior to release for production.
- g. Binding is to be Smythe sewn.
- h. Endsheets are to be bid minimum of 90 pound colored stock, one color, same design front and back.
- i. Vendor will provide each school, at no cost, at least 50 headline fonts to be used in any style and size. Vendor will also provide, at no cost, the use of any fonts owned by the school.
- j. Black and white page proofs shall be provided for all black and white pages, color proofs will be provided for all color pages (including spot color), and they shall be readily readable. In addition, pages proofs shall be provided to the school through portal.
- k. For proof changes, when the school makes them through the portal with no assistance from the plant required, there will be no charge. A school can replace the contents of an entire page digitally at no charge.
- l. Schools shall return proofs within five school days (without penalty) of receiving them. If proof corrections require local or plant representative assistance, the five days shall commence at time of assistance.
- m. **Books are in full color**
- n. Please write bid response for the basic books in numeric dollar figures followed by long hand.

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

A. Marysville-Pilchuck High School – 550 books with 220 pages per book

Basic Bid price: \$ _____

Written in long hand: _____

Marysville Getchell High School – 825 books with 224 pages per book

Basic Bid price: \$ _____

Written in long hand: _____

Legacy High School – 100 books with 60 pages per book

Basic Bid price: \$ _____

Written in long hand: _____

B. Supplements

School may plan one or more supplements to cover spring activities to be tipped in by staff. In the blanks provided below, please indicate latest date possible for prescribed number of pages in supplement; indicate if all pages in supplement must be submitted at the same time, or if one supplement may be later than the other to cover a state tournament, honors, and awards, etc. Supplements must be furnished to the yearbook representative at least three weeks prior to the yearbook ship date. Pages will be submitted camera-ready, unscreened. Each supplement is priced separately, all with tape strip.

Schools may opt to create the supplement on their own at no charge.

Four pages	\$ _____ latest deadline _____
Eight pages, stapled	\$ _____ latest deadline _____
Twelve pages, stapled	\$ _____ latest deadline _____
Sixteen pages, stapled	\$ _____ latest deadline _____
Twenty pages, stapled	\$ _____ latest deadline _____
Twenty-four pages, stapled	\$ _____ latest deadline _____

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

2. ADDITIONAL PAGES AND OPTIONS

Each of the high schools will have differing requirements as to number of books, type of print and color, and other specifications; these will be determined on the basis of cost factors shown in the following optional item prices. All yearbook advisors will review these optional items to assist them in arriving at final specifications for the particular book, Each bidder is expected to indicate price, if any, on all optional items. If there is no charge by the company for such items, please indicate "NC" or "No Charge;" do not leave such an item blank.

a. Additional Pages and Copies

Cost of additional pages added or deducted carrying school designed content in groups of four.

\$ _____

b. Alternative Paper Stock

Specify type and submit samples, all 80#.

Dull enamel \$ _____

Matte finish: \$ _____

Colored stock in one signature: \$ _____

Describe: _____

c. Cover – additional options

Cost per book is an addition or (deduction) to the cost of the cover included in the base bid.

Embossed, one applied color \$ _____ per book

One applied color, other process name or describe _____

_____ \$ _____ per book

4-color lithograph from transparency or print. \$ _____ per book

4-color process submitted by Nov. 1st. **Deduct** \$ _____ per book

Die cost for school-designed cover \$ _____ per book

MARYSVILLE SCHOOL DISTRICT #25

Bid No. 01.2020, Yearbooks

Graining (indicate if some are available no charge)	\$_____ per book
Quarter binding	\$_____ per book
Additional applied color(s) on silk screen	\$_____ per book
	\$_____ per color
Additional applied color(s) on lithograph	\$_____ per book
	\$_____ per color
Additional applied color(s) on embossed	\$_____ per book
	\$_____ per color
Foil	\$_____ per book
	\$_____ per color
Metalay	\$_____ per book
	\$_____ per color

Other options—Specify: _____

d. Endsheets

Minimum of 90# stock.

One printed color, school choice

Same front and back

(Included in base bid)

One printed, one stock (no print)

Deduct \$_____ per book

Both front and back printed; different school designs

\$_____ per book

4-color process

Same front and back

\$_____ per book

One printed, one stock (no print)

\$_____ per book

Both front and back printed; different school designs

\$_____ per book

Colored paper stock, same front and back

Deduct \$_____ per book

MARYSVILLE SCHOOL DISTRICT #25

Bid No. 01.2020, Yearbooks

Other (describe) _____ \$ _____ per book

e. Spot Color

School's choice of color(s), not limited to basic process colors. Company to furnish color charts of available inks in 100%, 60%, and 30% tints. School may submit a completed multiple at any deadline, but not necessarily each deadline at no penalty. (For example, school may submit a multiple of color at deadline 3 and one at deadline 4 only and not submit any at deadlines 1 or 2.)

Four-Deadline Schedule

B/W Deadline 1: 2nd Monday of November

ANY multiple of spot color due at \$ _____ ea multiple

B/W Deadline 2: 2nd Monday of January

ANY multiple of spot color due at \$ _____ ea multiple

B/W Deadline 3: 1st Monday of March

ANY multiple of spot color due at \$ _____ ea multiple

B/W Deadline 4: 1st Monday of April

ANY multiple of spot color due at \$ _____ ea multiple

Five-Deadline Schedule

B/W Deadline 1: 2nd Monday of November

ANY multiple of spot color due at \$ _____ ea multiple

B/W Deadline 2: 4th Monday of December

ANY multiple of spot color due at \$ _____ ea multiple

B/W Deadline 3: 4th Monday of January

ANY multiple of spot color due at \$ _____ ea multiple

B/W Deadline 4: 1st Monday of March

ANY multiple of spot color due at \$ _____ ea multiple

B/W Deadline 5: 1st Monday of April/May

ANY multiple of spot color due at \$ _____ ea multiple

f. Tipping-In Charges

Should school elect 4-color or spot-color dividers, to be printed in one multiple with reverse pages black-and-white, please indicate charges, if any, for trimming pages and "tipping in" as divider pages of school's own design rather than company-furnished divisional pages. Indicate if priced per book or flat fee.

(Circle One – Per Book or Flat Fee)

Between signatures \$ _____ per 2-page tip

\$ _____ per 4-page tip

\$ _____ per 8-page tip

\$ _____ per 16-page tip

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

Middle of signatures	\$ _____ per 2-page tip
	\$ _____ per 4-page tip
	\$ _____ per 8-page tip
	\$ _____ per 16-page tip
Between other pages	\$ _____ per 2-page tip
	\$ _____ per 4-page tip
	\$ _____ per 8-page tip
	\$ _____ per 16-page tip

Comment: _____

g. Autograph Sections

Specify prices if different for autograph pages bound in book or with tape for school to insert.

8 Autograph pages with company designed autograph art, no other printing	\$ _____ per book
16 Autograph pages with company designed autograph art, no other printing	\$ _____ per book

Other: _____

h. Plastic Covers

If company furnishes plastic covers for 9 x 12 –inch book, indicate price.

	\$ _____ each And/or
	\$ _____ per 500 books
	\$ _____ per 1,000 books

i. Stamped Names

Single line of foil (or other color) stamped on individual yearbook covers	\$ _____
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Second line of foil (or other color) stamped on individual yearbook covers	\$ _____
--	----------

Personalized Icons (must have at least 4 allowable per book)

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

foil-stamped (or other color) on individual yearbook covers. \$_____ (per icon)

j. Major Proof Corrections

There shall be no charges for proof corrections made by school on CD or flash drives.

Please specify major proof corrections in excess of minor changes stated in Basic Bid specifications.
Specify major proof corrections made by plant and charge:

	\$ _____
	\$ _____
	\$ _____
	\$ _____

Page number change if caught before moved from first paste-up: \$_____ per change

Page number change if page has moved past paste-up: \$_____ per change

School error in numbering pictures to match layout: \$ _____

Inserting missing material (not applicable to company lost material): \$ _____

k. Special Offers

List any offers by item, specification, and costs to school:

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

III. MIDDLE SCHOOLS

1. BASIC BOOK

- a. **Actual number of books ordered depends upon fall enrollment and/or books purchased.** This is to be finalized by January 15th, without penalty.
- b. Number of pages bound in book do not include endsheets, blanks, company designated pages or supplements. Each school shall have the option of submitting pages by signature, multiples or facing pages.
- c. All prices quoted are to provide for F.O.B. to each middle school.
- d. Page trim size is 8 x 12 inches for all schools. (Alternate size may be requested by staff in fall).
- e. Paper stock shall be bid as 80# gloss minimum.
- f. Cover - The cover to be included in the base bid will have one printed color, or one applied color with a silk screen on cloth material, and must be constructed of 160-point board. There is no limit to the area that a school may apply their design and no added charge for spine. Digital color cover proof is to be furnished to school and approved prior to release for production.
- g. Binding is to be Smythe sewn.
- h. Endsheets are to be bid minimum of 90 pound colored stock, one color, same design front and back.
- i. Vendor will provide each school, at no cost, at least 50 headline fonts to be used in any style and size. Vendor will also provide, at no cost, the use of any fonts owned by the school.
- j. Black and white page proofs shall be provided for all black and white pages, color proofs will be provided for all color pages (including spot color), and they shall be readily readable. In addition, pages proofs shall be provided to the school through portal.
- k. For proof changes, when the school makes them through the portal with no assistance from the plant required, there will be no charge. A school can replace the contents of an entire page digitally at no charge.
- l. Schools shall return proofs within five school days (without penalty) of receiving them. If proof corrections require local or plant representative assistance, the five days shall commence at time of assistance.
- m. **Books are in full color**
- n. Please write bid response for the basic books in numeric dollar figures followed by long hand.

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

Cedarcrest Middle School – 450 books with 88 pages per book

Basic Bid price: \$ _____

Written in long hand: _____

Marysville Middle School – 500 books with 128 pages per book

Basic Bid price: \$ _____

Written in long hand: _____

Totem Middle School – 275 books with 80 pages per book

Bid price: \$ _____

Written in long hand: _____

B. Supplements

School may plan one or more supplements to cover spring activities to be tipped in by staff. In the blanks provided below, please indicate latest date possible for prescribed number of pages in supplement; indicate if all pages in supplement must be submitted at the same time, or if one supplement may be later than the other to cover a state tournament, honors, and awards, etc. Supplements must be furnished to the yearbook representative at least three weeks prior to the yearbook ship date. Pages will be submitted camera-ready, unscreened. Each supplement is priced separately, all with tape strip.

Schools may opt to create the supplement on their own at no charge.

Two pages	\$ _____	latest deadline _____
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Four pages	\$ _____	latest deadline _____
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Eight pages, stapled	\$ _____	latest deadline _____
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Twelve pages, stapled	\$ _____	latest deadline _____
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Sixteen pages, stapled	\$ _____	latest deadline _____
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Twenty pages, stapled	\$ _____	latest deadline _____
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Twenty-four pages, stapled	\$ _____	latest deadline _____
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MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

2. ADDITIONAL PAGES AND OPTIONS

Each of the three high schools will have differing requirements as to number of books, type of print and color, and other specifications; these will be determined on the basis of cost factors shown in the following optional item prices. All yearbook advisors will review these optional items to assist them in arriving at final specifications for the particular book as well as awarding of bid. It is, therefore, requested that each bidder indicate his price, if any, on all optional items. If there is no charge by the company for such items, please indicate "NC" or "No Charge;" do not leave such an item blank.

a. Additional Pages

Cost of additional pages added or deducted carrying school designed content in groups of four.

\$ _____

b. Alternative Paper Stock

Specify type and submit samples, all 80#.

Dull enamel \$ _____

Matte finish: \$ _____

Colored stock in one signature: \$ _____

Describe: _____

c. Cover – additional options

Cost per book is an addition or (deduction) to the cost of the cover included in the base bid.

Embossed, one applied color \$ _____ per book

One applied color, other process name or describe _____

_____ \$ _____ per book

4-color lithograph from transparency or print. \$ _____ per book

4-color process submitted by Nov. 1st. **Deduct** \$ _____ per book

Die cost for school-designed cover \$ _____ per book

Graining (indicate if some are available no charge) \$ _____ per book

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

Quarter binding	\$_____ per book
Additional applied color(s) on silk screen	\$_____ per book
	\$_____ per color
Additional applied color(s) on lithograph	\$_____ per book
	\$_____ per color
Additional applied color(s) on embossed	\$_____ per book
	\$_____ per color
Foil	\$_____ per book
	\$_____ per color
Metalay	\$_____ per book
	\$_____ per color
Other options—Specify: _____	

d. Endsheets

Minimum of 90# stock.

One printed color, school choice

Same front and back

(Included in base bid)

One printed, one stock (no print)

Deduct \$_____ per book

Both front and back printed; different school designs

\$_____ per book

4-color process

Same front and back

\$_____ per book

One printed, one stock (no print)

\$_____ per book

Both front and back printed; different school designs

\$_____ per book

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

Colored paper stock, same front and back

Deduct \$ _____ per book

Other (describe) _____

\$ _____ per book

e. Spot Color

School's choice of color(s), not limited to basic process colors. Company to furnish color charts of available inks in 100%, 60%, and 30% tints. School may submit a completed multiple at any deadline, but not necessarily each deadline at no penalty. (For example, school may submit a multiple of color at deadline 3 and one at deadline 4 only and not submit any at deadlines 1 or 2.)

Four-Deadline Schedule

B/W Deadline 1: 2nd Monday of November

ANY multiple of spot color due at

\$ _____ ea multiple

B/W Deadline 2: 2nd Monday of January

ANY multiple of spot color due at

\$ _____ ea multiple

B/W Deadline 3: 1st Monday of March

ANY multiple of spot color due at

\$ _____ ea multiple

B/W Deadline 4: 1st Monday of April

ANY multiple of spot color due at

\$ _____ ea multiple

Five-Deadline Schedule

B/W Deadline 1: 2nd Monday of November

ANY multiple of spot color due at

\$ _____ ea multiple

B/W Deadline 2: 4th Monday of December

ANY multiple of spot color due at

\$ _____ ea multiple

B/W Deadline 3: 4th Monday of January

ANY multiple of spot color due at

\$ _____ ea multiple

B/W Deadline 4: 1st Monday of March

ANY multiple of spot color due at

\$ _____ ea multiple

B/W Deadline 5: 1st Monday of April/May

ANY multiple of spot color due at

\$ _____ ea multiple

f. Tipping-In Charges

Should school elect 4-color or spot-color dividers, to be printed in one multiple with reverse pages black-and-white, please indicate charges, if any, for trimming pages and "tipping in" as divider pages of school's own design rather than company-furnished divisional pages. Indicate if priced per book or flat fee.

(Circle One – Per Book or Flat Fee)

Between signatures

\$ _____ per 2-page tip

\$ _____ per 4-page tip

\$ _____ per 8-page tip

MARYSVILLE SCHOOL DISTRICT #25

Bid No. 01.2020, Yearbooks

	\$ _____ per 16-page tip
Middle of signatures	\$ _____ per 2-page tip
	\$ _____ per 4-page tip
	\$ _____ per 8-page tip
	\$ _____ per 16-page tip
Between other pages	\$ _____ per 2-page tip
	\$ _____ per 4-page tip
	\$ _____ per 8-page tip
	\$ _____ per 16-page tip

Comment: _____

g. Autograph Sections

Specify prices if different for autograph pages bound in book or with tape for school to insert.

8 Autograph pages with company designed autograph art, no other printing	\$ _____ per book
16 Autograph pages with company designed autograph art, no other printing	\$ _____ per book

Other: _____

h. Plastic Covers

If company furnishes plastic covers for 9 x 12 –inch book, indicate price.

\$ _____ each And/or
\$ _____ per 500 books
\$ _____ per 1,000 books

i. Stamped Names

Single line of foil (or other color) stamped on individual yearbook covers	\$ _____
--	----------

Second line of foil (or other color) stamped on individual yearbook covers	\$ _____
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Personalized Icons (must have at least 4 allowable per book)

MARYSVILLE SCHOOL DISTRICT #25
Bid No. 01.2020, Yearbooks

foil-stamped (or other color) on individual yearbook covers.
icon)

\$_____ (per

j. Major Proof Corrections

There shall be no charges for proof corrections made by school on CD or flash drives.

Please specify major proof corrections in excess of minor changes stated in Basic Bid specifications. Specify major proof corrections made by plant and charge:

_____	\$_____
_____	\$_____
_____	\$_____

Page number change if caught before moved from first paste-up: \$_____ per change

Page number change if page has moved past paste-up: \$_____ per change

School error in numbering pictures to match layout: \$_____

Inserting missing material (not applicable to company lost material): \$_____

k. Special Offers

List any offers by item, specification, and costs to school:

MARYSVILLE SCHOOL DISTRICT #25

Bid No. 01.2020, Yearbooks

Terms and Conditions

1. Invoices

All invoices, packing lists, shipping notices, instruction manuals, and other written documents affecting an order must be clearly legible and properly identify the applicable purchase order number.

2. Delivery

All merchandise is to be FOB (Free on Board Destination) to the applicable school in Marysville School District – delivery location as specified

3. Product Quality

All merchandise shall be properly packaged and date stamped where applicable according to industry standard and FDA codes. No damaged packages will be accepted.

4. Taxes

All taxes, other than Washington State sales tax, payable by the district's individual schools and departments shall be included as part of the basic bid prices.

5. Warranties

Vendor warrants all goods or materials supplied under this bid to conform to specifications herein, shall be of merchantable quality and fit for the purpose for which it is sold; except if stated in a special condition, and approved by the district prior to submission of product the material must fit that particular purpose. This warranty is in addition to any standard warranty or service guarantee given by the vendor to the district, or required in the bid specifications.

6. Rejections

All goods or materials under this proposal are subject to approval by the district. All products to be furnished shall be new and of recent manufacture. Any rejection of goods or material because of nonconformity of the terms, conditions, and specifications of this offer, whether held by the district or returned, will be at the vendor's sole risk and expense.

7. Infringements

Vendor agrees to protect and save harmless the district against all claims for patent, trademark, copyright, or franchising infringement arising from the purchase, installation or use of material order, and to assume all expense and damage arising from such claims. Vendor must be insured and/or bonded to the satisfaction of district standard bonding requirements with regard to this contract.

8. Packing

No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein and previously acknowledged and approved by the district prior to sending or preparing items.

9. Liens, Claims, and Encumbrances

Vendor warrants and represents that the goods and materials delivered herein are free and clear of all liens, claims, or encumbrances of any kind.

MARYSVILLE SCHOOL DISTRICT #25

Bid No. 01.2020, Yearbooks

10. Delivery or Time of Completion

Vendor shall deliver the goods or services within the time and manner specified in the bid specifications.

11. Termination for Cause

In the event that any of the provisions of this contract are violated by the vendor the district may serve written notice upon the vendor of their intention to terminate such contract, and unless within ten (10) calendar days after serving of such notice upon the vendor such violation shall cease, and satisfactory arrangement for correction be made, the contract shall upon expiration of said ten (10) calendar days' cease and terminate. In the event of any such termination the district shall serve notice thereof upon the vendor and the district may declare the vendor in default, and procure all material involved in the contract from other sources and the vendor shall be liable to the district for any excess cost occasioned the district thereby.

13. Hold Harmless and Insurance

Vendor shall protect, indemnify, and save the district harmless from and against any claims, damage, cost, or liability for any or all injuries to persons or property arising from acts or omissions of vendor, its employees, agents, or subcontractors, howsoever cause. Vendor's employees must drive cautiously on school property and peripheral roads. Vendor will have automobile and full liability insurance and will, if applicable, be bonded for this bid. **The District requires a Certificate of Insurance on file naming Marysville School District as additional insured, with endorsement. See paragraph 1.b of Section II of the Specifications for additional information about insurance requirements.**

14. Costs Incurred

The district is not liable for any costs incurred by bidders in preparation and presentation of their bids. All items bid to include shipping/delivery.

15. Conflicting Terms and Conditions

No terms stated by vendor in accepting or acknowledging a purchase order shall be binding unless accepted in advance by the district in accordance with the Instructions to Bidders.

16. Quantity

The quantity of merchandise delivered shall not be greater than the amount specified on the purchase order.

17. Compliance with Law

Vendor agrees that goods delivered and services provided shall comply with all ordinances, laws and lawful regulations applicable to the purchase, manufacture, processing and delivery of the merchandise or service, and shall obtain and pay for all required licenses and permits. The laws of the State of Washington shall govern any order resulting from this offer and the venue of any action brought hereunder shall be in the Superior Court, County of Snohomish, State of Washington; or Federal Court, Western District, Northern Division.

18. Anti-discrimination Clause

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, sexual orientation or age 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; and/or selection for training Vendors found in violation of this clause shall be barred forthwith from receiving awards of a 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.

MARYSVILLE SCHOOL DISTRICT #25

Bid No. 01.2020, Yearbooks

19. OSHA/WISHA

All equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act and/or the Washington Industrial Safety and Health Act in effect at the time of delivery. It shall be the responsibility of the vendor to comply with this requirement insofar as compliance is within vendor's control.

20. Crimes Against Children

The vendor, or any of its subcontractors or suppliers, shall not utilize any employee at a District site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime against a child under RCW 9.68A, RCW 9A.42, RCW 9A.32, RCW 9A.36, RCW 9A.44, RCW 9A.88, RCW 9A.64.020, RCW 9A.64.030 or violation of similar laws of another jurisdiction. A vendor will comply with all applicable state and federal laws regarding hiring of employees.

21. Hazardous Materials

Vendors shall be required to comply with all federal, state, and local laws relating to hazardous materials. Materials furnished which may be classified as hazardous, shall require that a Safety Data Sheet (SDS) for each hazardous material be furnished to the district at the time of delivery. No payment will be made on any hazardous material until the required SDS form has been received (at the discretion of the district deliveries made without SDS' may be rejected).

22. Definitions

Purchaser: Marysville School District.

Vendor or Seller: person, firm or corporation from whom the goods or services will be ordered.

Company or Contractor: same as Vendor or Seller.

23. Equal Opportunity Employer

Marysville School District complies with all federal and Washington State rules and regulations and will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, 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 district will provide equal access to school facilities to the Boy Scouts of America and all other designated youth groups listed in Title 36 of the United States Code as a patriotic society. The following employees have been designated to address questions and complaints of alleged discrimination: Civil Rights Coordinator - Gregg Kuehn, Risk Management Supervisor, gregg_kuehn@msd25.org, 360-965-0110; Title IX Officer – Tracy Souza, Human Resources Director, tracy_souza@msd25.org, 360-965-0071; Section 504 Coordinator, Nancy Smith, Director of Categorical Programs, nancy_smith@msd25.org, 360-965-0051; ADA Coordinator – Ginger Merkel, Executive Director of Special Education, ginger_merkel@msd25.org, 360-965-0174. Address: 4220 80th Street NE, Marysville, WA 98270. Website: www.msd25.org Marysville School District is a drug- and tobacco-free workplace.

MARYSVILLE SCHOOL DISTRICT #25

Bid No. 01.2020, Yearbooks

24. Non-Discrimination

Marysville School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to address questions and complaints of alleged discrimination: Civil Rights Coordinator - Gregg Kuehn, Risk Management Supervisor, gregg_kuehn@msd25.org, 360-965-0110; Title IX Officer – Tracy Souza, Human Resources Director, tracy_souza@msd25.org, 360-965-0071; Section 504 Coordinator, Nancy Smith, Director of Categorical Programs, nancy_smith@msd25.org, 360-965-0051; ADA Coordinator – Ginger Merkel, Executive Director of Special Education, ginger_merkel@msd25.org, 360-965-0174. Address: 4220 80th Street NE, Marysville, WA 98270. Website: www.msd25.org Marysville School District is a drug- and tobacco-free workplace.

You can report discrimination and discriminatory harassment to any school staff member or to the district's Civil Rights Coordinator, listed above. You also have the right to file a complaint.

Please Note: Policies that address this issue are Policy 3210 “Non Discrimination” & 5010 – “Non Discrimination and Affirmative Action.” These Policies are available online at www.msd25.org, at your school, or at the District Office: 4220 80th Street NE, Marysville, WA, 360-965-0000.