



201 North Forest Avenue
Independence, Missouri 64050
(816) 521-5300

February 3, 2020

REQUEST FOR PROPOSALS

**INDEPENDENCE SCHOOL DISTRICT
MIDDLE SCHOOL YEARBOOK PRODUCTION**

RFP No. 2020-OPS-001

Sealed proposals will be received by the Independence School District in the Deputy Superintendent's Office, 201 North Forest Avenue, Independence, Missouri 64050, in accordance with the specifications available. Proposals will be received until 11:00 a.m. (local time) on February 28, 2020.

INTRUCTIONS TO PROPOSERS

Instructions: The instructions apply to all proposals and become a part of the terms and conditions, unless proposer takes exception in writing when submitting.

The “District” or “ISD” shall mean the Independence School District.

Late Proposals: Proposals must be in the Deputy Superintendent’s Office prior to the closing date and time. NO LATE PROPOSALS WILL BE ACCEPTED for any reason. It is the sole responsibility of the proposer to ensure timely delivery of the proposal. ISD will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the proposer.

Facsimile: The District WILL NOT accept faxed proposals.

Acceptance: The District reserves the right to accept or reject any or all of the proposals and waive any irregularities.

F.O.B. Destination, Freight Prepaid: Proposals will not be considered unless F.O.B. Destination, delivery and packaging costs are included. The District assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification of damage by the District.

Authorized Signature: By signing and executing this contract, the proposer certifies and represents to the District that the proposer has not proposed, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient’s decision, opinion, recommendation, vote or any other exercise or discretion concerning this proposal. Proposals must show vendor name and address and be manually signed. Failure to do so will disqualify the proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

Invoices: Invoices must be prepared by the successful proposer and submitted to:

Independence Schools District or Email: Accounts_Payable@idschools.org
Accounts Payable
201 North Forest Avenue
Independence, MO 64050

Cash Discounts: Normal payment terms are approximately thirty (30) calendar days, given that the goods and/or services received are in satisfactory condition. Any discounts available to the District or early payment discounts should be noted.

Taxes: The District is exempt from Missouri State Sales tax. TAXES MUST NOT BE INCLUDED IN PROPOSAL. A tax exemption certificate will be executed by the Purchasing Department upon request.

Insurance: If insurance and/or worker's compensation is required by the District for said proposal item(s), proof of insurance and/or worker's compensation should be submitted. The District reserves the right to review all insurance policies pertaining to item(s) to guarantee that the proof of coverage is obtained by the proposer.

Specifications/Samples: Any catalog, brand name or manufacturer's reference in the specifications are descriptive, NOT restrictive, and are used to indicate type and quality level desired. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference or specifications, proposal must show manufacturer, brand, trade name, catalog and/or lot number, etc. on article proposed and certify that article proposed is equivalent to specifications. If other than specified brand of items are proposed, specifications, illustrations, and complete descriptive literature must be submitted with the proposal unless previously filed with the Purchasing Department. Samples, if required shall be furnished prior to opening, free of expense to the District, and if not used or destroyed in examinations and testing, will be returned to the proposer, if requested, at the proposer's expense. Each sample must be marked with the proposer's name, address, item number and RFP number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH THE PROPOSAL.

Warranty/Maintenance Agreement: Any information regarding warranties and/or maintenance agreements pertaining to said item(s) are to be included in the proposal.

Proprietary Information: All material submitted to the District becomes public property and is subject to the Missouri Sunshine Law. Specific proposal information is not shared with others until after the approval and the issuance of a contract by the Board of Education.

Addenda: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the proposal, if requested, or under separate cover prior to the due date. The Addenda containing pricing should be returned in a sealed envelope marked on the outside with the proposer's name, address, RFP number, and due date and time.

Evaluation: All proposals are evaluated for compliance with specifications before the price is considered. Proposers may furnish pricing for all or any portion of the proposal (unless otherwise specified). The District may evaluate and award the contract, however, for any item or group of items shown on the proposal, or any combination deemed most advantageous to the District. Proposals that specify "all or none" award may be considered, if a single award is advantageous.

Factors that may be considered are the contents of the response, the implementation of the project after award, personnel assigned to a project, the availability of the items or time required to complete a project, and previous job performance of vendors. Failure to comply with the listed General Conditions may result in disqualification.

Reservations: The District expressly reserves the right to:

1. Specify approximate quantities;
2. Extend the opening date and time;
3. Consider and accept alternate proposals, if specified in the documents, when most advantageous to the District;
4. Waive any informality, minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any proposal or procedure (a minor informality is one that does not affect the competitiveness);
6. Add additional terms or modify existing terms;
7. Reject any proposal because of unbalance unit prices;
8. Reject or cancel any or all proposals;
9. Reissue any proposal; and/or
10. Procure any item by other means.

GENERAL INFORMATION AND SPECIFICATIONS

1.0 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified printers for the production of Middle School Yearbooks. As a result of this RFP, the District expects to receive, evaluate responses, select a vendor, and enter into a contract. The District makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be received through any contract resulting from this RFP.

2.0 Background/Demographic Information

This RFP is for the middle schools of the Independence School District, with student population in grades 6 through 8 of approximately 3,400.

The Independence School District includes four (4) middle schools, grades 6 through 8. Those schools are James Bridger Middle School (6th Grade Center), George Caleb Bingham Middle School, Pioneer Ridge Middle School, and Clifford H. Nowlin Middle School. The contract(s) awarded under this RFP is intended for a period of up to four (4) years.

3.0 Scope of Work

Proposer shall provide software for creation, development, training, print, bind, and deliver yearbooks as specified by the District. Yearbook specifications are found in Section 11.0.

4.0 Performance Period

Rates and services submitted in the proposal shall be firm for a period of four (4) years, beginning upon signing of contract by the District and ending four (4) years from that date.

5.0 General Information

5.1 Point of Contact: The following individual shall provide clarification of the specifications for this RFP:

Dr. Lance Stout
Deputy Superintendent
201 North Forest Avenue
Independence, MO 64050
816-521-5300
lance_stout@idschools.org

All questions regarding this RFP shall be submitted via e-mail to Dr. Stout. The e-mail shall be clearly labeled with the appropriate title, "ISD YEARBOOK RFP". Questions must be received no later than February 14, 2020. All written inquiries will be answered at the sole discretion of

ISD. All questions should, to the degree possible, cite the specific RFP section and paragraph number(s) to which the question refers.

5.2 Right to Amend or Withdraw: The District reserves the right to alter, amend or modify any provision of this RFP, or to withdraw this RFP at any time prior to the award of a contract, if to do so is in the best interest of the District.

5.3 Ownership of Responses: All responses become the property of the District. Responses may be reviewed by any person after selected proposer(s) vendors and the District have a signed contract. The District reserves the right to use any and all information and materials presented in response to this RFP. Disqualification of a proposer does not eliminate this right.

5.4 Pre-agreement Costs: The District is not liable for any cost incurred by any responding vendor prior to signing an agreement.

5.5 Submission Requirements: To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. Each volume shall be submitted no later than 11:00 a.m. (local time) on February 28, 2020. Vendors shall submit three (3) copies of a complete response. One copy should be labeled "ORIGINAL" and contain original signatures. The RFP shall be submitted to Dr. Stout at the address listed below:

Independence School District
201 Forest Avenue
Independence, MO 64050

The external packaging of the response must reference *closing date, company name and "RFP Enclosed ISD YEARBOOK"*.

5.5.1 Proposals: Submitted proposals should be organized in the following order and at a minimum include the following information:

1. Proposal cover sheet – provided in the RFP, page 13;
2. Introduction of company, history, qualifications for this project;
3. Description of curriculum program (if applicable);
4. Proposal form – provided in the RFP, page 14;
5. Proposers questionnaire – provided in the RFP, page 15-17;
6. References – provided in the RFP, page 18;
7. E-verify – page 19;
8. Sample contract for such proposal;
9. Discrepancies – identify by item number any terms, conditions, or specifications that your proposal may be differ from the RFP;
10. Additional information, offers, alternatives, additional items for consideration as a part of the final contract.

Additional materials: Each proposer shall be provided to ISD under separate cover prior to the deadline:

1. Sample yearbooks per the RFP Section 7.0 Samples
2. Marketing materials per the RFP Section 12.11 Marketing

5.6 Timeline: The following timeline will be used as a guide for ISD YEARBOOK RFP:

Posting of RFP	February 3, 2020
Question Deadline	February 14, 2020
RFP Submittal Deadline	11 a.m. (local time), February 28, 2020
Board of Education Approval	March 10, 2020

*In the event that additional time is needed to reach a quality decision, the recommendation would be taken to the Board of Education at its next regular meeting on April 14, 2020.

5.7 Notice of Award: The award of this RFP shall be sent out upon execution of a contract with the proposer. All responses and working papers pursuant to this RFP are considered confidential information until all contracts have been executed.

6.0 Yearbook Pricing

The proposer shall provide pricing based on the specifications of the yearbook as listed in Sections 11 and 12. Prices submitted shall include all the services and equipment needed to complete the scope of work with no additional charges.

7.0 Samples

Each proposer shall submit, with the proposal, literature on the proposed items desired. **Samples of at least five (5) comparable four-color yearbooks (one copy each) are required to be submitted with this proposal.** Books submitted must have been produced using state-of-the-art publishing with digital images. Books from the Kansas City Metropolitan area with schools of similar size are expected, and the school must have been serviced by the representative submitting this proposal and should include the name and phone number of the school district's contact person.

Samples must be picked up, at proposer's expense, no later than ten (10) days after award announcement. After that time they will become the property of the District.

Failure to submit samples with proposal submission may result in vendor's disqualification from the proposal process.

8.0 Basis of Award

8.1 The proposal evaluation committee shall choose the Proposer whose proposal is responsive and is deemed most advantageous to the District based on, but not limited to, the following factors:

8.1.1 Responsiveness and completeness of the proposer's proposal, including whether or not the proposer has provided all information requested in the RFP.

8.1.2 Proposer's understanding of and ability to address the RFP requirements.

8.1.3 Experience of the vendor as provided by the references. References from current customers regarding past performance, quality of printing, and expertise of the representative will be considered.

8.1.4 Quality of the samples submitted.

8.1.5 Quality of the services provided.

8.1.6 Number of services available to students.

8.1.7 Cost.

8.1.8 Proposed delivery schedule.

8.2 The School District will review all responses submitted and select one or more proposers for further negotiations.

8.3 Proposers are advised that, in the event of receipt of an adequate number of proposals which, in the opinion of the School District, require no clarification and/or supplementary information, such proposals may be evaluated without further discussion. Thus, the initial proposal from each vendor should represent the vendor's most complete and favorable terms from a technical standpoint. Should the proposals submitted require clarification and/or supplementary information, vendors should be prepared to submit such additional information in a timely manner, when requested to do so.

8.4 The District reserves the right to modify the specifications prior to the Proposal submission deadline.

9.0 Other General Terms and Conditions

9.1 All proposals will include inside delivery of yearbooks to each Middle School and to one (1) designated location within the building.

9.2 The use of specific manufacturer's names and models are for brevity only and do not necessarily mean the items are required; indicate the equivalent.

9.3 Transfer or assignment of the contract by the proposer is prohibited.

9.4 Any item that does not perform or meet tests as specified or as claimed by the proposer will be replaced at no cost to the School District.

9.5 The staff at the School District will retain exclusive right and control over the design of the yearbook. The proposer will strictly adhere to layouts and accompanying printing instructions.

9.6 Books misprinted, poorly bound or damaged by the proposer or in shipping will be credited at full price by the proposer on the final invoice, and after the certification of the damage by the representative, the books will be retained by the School District, if desired, for contest use and/or instructional purposes.

9.7 If serious problems in printing exist because errors have not been corrected by the proposer from instructions on proofs, or if the general quality of the printing is not acceptable, the proposer will be expected to reprint the book without duly delaying the scheduled delivery and at no additional charge. If requested, the School District will be taken to the plant at the proposer's expense to approve the reprinting. The proposer will also submit a written explanation of any delay and items not corrected to the school administration.

9.8 Collusive Bidding: Any proposer that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more proposers that agree to fix their respective proposals in such a manner as to be awarded the bid shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

9.9 Bribery: Any proposer that attempts to influence a School District official to award this contract to such proposer by promising to provide or by providing to such School District official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such proposer shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

9.10 Conflict of Interest: Any proposer that knows of any School District official having a material direct or indirect financial interest in such proposer shall be required to submit a written statement, along with the Request for Proposal, detailing such interest. Failure to disclose such a known financial interest shall result in the proposer's disqualification from further consideration of award of this contract.

10.0 Cancellation/Default of Contract

In the event the successful proposer, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the District shall have the right to terminate its contract by specifying the date of termination in written notice to the selected vendor at least thirty (30) days prior to termination date. The District also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred. No contract assignment will be allowed. The District also has the right to terminate the contract for no reason upon thirty (30) days' written notice.

11.0 Yearbook Production Specific Requirements

Detailed yearbook specifications will be given by yearbook staff at the District at the time of the order. For purposes of evaluation, the following specifications will be used to set a base price.

These specifications may be changed at the discretion of the school prior to ordering, but shall be used for proposal pricing.

11.1 Trim Size: 8"x11"

11.2 Delivery Date: Delivery shall be May 1st, (or as determined by school)

11.3 Number of copies: Approximate quantity will be 500 copies.

11.4 Number of pages: Approximately 100 pages, four color

11.5 Binder's board: 160 pt.

11.6 Paper: 100-pound gloss, matte, or mix

11.7 Software: Mac OS X software and plug-ins (if necessary) supplied by the proposer, twenty (20) licenses for professional-level page design software per school or 100% online creation, chosen at school's discretion.

11.8 Online Design: Included in contract with no additional charge.

11.9 Fonts: Unlimited use of fonts at no additional charge

11.10 Index: Included in page count, paginated within page design software.

12.0 Additional Yearbook Production Requirements

12.1 Cover/End sheets: The proposal shall reflect a hard case cover, using heavyweight 160 pt. tempered Binder's Board (not chip board) and first quality materials.

Covers are to be:

12.1.1 Four-color with two additional applications, or

12.1.2 Embossed vinyl material with one applied color or one foil color for stamping

The school must approve charges/credits for additional/fewer applications before the cover is approved for production.

Samples of Binder's Board cover materials and a variety of covers will be submitted to the school upon request; also, a selection of standard embossed covers is to be made available to the school upon request. Successful proposer is to provide a choice of at least thirty (30) cover materials. A full color mock-up is included at no additional charge.

12.2 Binding: Books will be tightly Smythe (section) sewn with a pre-stretched nylon binder's thread. Each book will be back lined with heavy book cloth, rounded and backed and cased into the cover.

12.3 Paper Stock: All inside pages will be printed on 100# paper stock, using one of two paper surfaces (gloss, matte).

12.4 Ink: The proposal pricing shall include printing in first-quality four-color ink throughout the book.

12.5 Computer Software: All computer software must be available in Mac OS X platform. Proposer shall provide the following at no charge to the School District. The software must be a link management system of software plug-ins that check all photos and graphics used on a spread; it ensures that all photos are of publishable resolution, that all photos have not been stretched in any manner, that all photos are CMYK in color for publishing, that all fonts are attached to the file properly, that all photo links are solid ensuring high-quality reproduction.

12.5.1 Templates containing at least 800 pre-designed layouts, which may be customized, as well as blank yearbook templates for a variety of column designs, as well as custom columnar plans.

12.5.2 Ladder diagrams will be provided in a blank digital template on disc or online, a printed poster, and printed 8.5 x 11 binder-size formats.

12.5.3 Software for indexing management

Proposer will provide each school with indexing program that will automatically invert names and list them alphabetically with appropriate page numbers following each name.

12.6 Layout Submission: Each school requires complete PDF or other electronic file submission process that prints straight from the file to the negative with reproduction quality no less than 2400 DPI using Adobe InDesign CS6 or higher. All work must be done inside the plant; outside work will not be acceptable.

12.7 Digital Images: Proposer must accept digital images; the sales representative must be skilled and experienced in this area.

12.8 Color: Proposer is to supply the school with updated color charts, including choice of screens, on an annual basis. This may be used for some of the pages of the yearbook.

12.9 Art Work: Two hours of creative/mechanical artwork time by proposer's artists will be included in the proposal. The time is used at the discretion of the yearbook adviser at the School District.

12.10 Portrait Pages: Proposer must be able to accept a CD from an approved photographer and be able to flow the photo images from the CD onto the yearbook page without requiring that the yearbook staff type names or sticker the individual pictures. Proposer must provide each school with editing software so that the school's staff may edit spelling of names and correct grade levels as needed before flowing names onto pages. In addition, the proposer must be able to provide the staff with completely customizable templates to flow the images onto.

12.11 Marketing: The proposer must have a full line of merchandising materials as well as e-commerce (online) sales capability and support that are available for the school to utilize. **Samples or a list of such marketing tools must be sent with the RFP response or under separate cover prior to the opening of the RFP.**

12.12 Proofs: Proposer is required to give school one set of full four-color proofs (100% size) that show the complete page - pictures, artwork, graphics and type - on a single page unit. Proofs must be received for every page in the book and a full-color mock-up of the cover must be submitted by the proposer to the School District for correction before printing. Press run, true color, Sherpa or equivalent quality proofs should be available upon request from the school, prices quoted at time of request.

12.13 Proof Correction: All files will be sent back to the school along with the proofs so the yearbook staff can make corrections directly to the files. There will be no charge for corrections made on the proofs. Any corrections made on the proofs must be corrected by the proposer, following the school's instructions. Pages requiring corrections will be resubmitted for second proofs if the school deems it necessary. Second proofs will not be chargeable and will not affect the delivery date if they are returned to the proposer within ten (10) working days of receipt by the school.

12.14 Schedules: Submission deadlines and delivery date will be established and must be mutually agreed upon by the school staff and the proposer, working within the dates established by the individual school's graduation date and by the School District. Delivery date will be no more than six (6) weeks after receipt of the final deadline by the proposer.

12.15 Service: A trained qualified local representative dealing exclusively in yearbooks will be available at all times for consultation with the school's yearbook staff and will meet with school's yearbook staff on a regular basis, at least once every four (4) weeks; such meetings are to be scheduled at the school's convenience. Evening or weekend meetings may be scheduled, if deemed necessary by a school's yearbook staff. The representative will assist the yearbook staff in the areas of design, photography, copy writing, typography, production techniques and computer use. The representative must have a portable computer and have access to online information from the proposer's mainframe 24 hours a day, in order to gain specific knowledge about the production stage of the yearbook. This online service must provide the sales representative with immediate specification information such as proof status, deadline status, as well as the exact production location of each page at any given time. The proposer must also make this information available to the yearbook staff at each school via Internet access.

The representative will make available varied media instructional materials developed by the proposer covering all aspects of yearbook production. The proposer will provide a toll-free telephone number, fax number and e-mail address to the plant and to the representative for the yearbook staff's use. An in-plant customer service representative will be assigned to work with school's yearbook staff to troubleshoot problems, and answer production-related questions and follow materials throughout production. Both the representative and the in-plant customer service advisor will be skilled in InDesign, Photoshop, and the publisher's Online page creation software, as well as any other computer applications used by the District in the production of the book. An in-plant computer specialist will also be available to the yearbook staff at each school.

The representative must submit complete answers to the information required in the Proposal Questionnaire. Failure to do so may result in rejection of the proposal.

CONTRACT TERMS AND CONDITIONS

The successful proposer(s) will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this Request for Proposals (“RFP”). These terms and conditions also will be included in any purchase order(s) issued by the District. In submitting a proposal, the proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

1. Contractual Requirements

1.1. Contract Period:

- 1.1.1. The original contract period shall extend for two (2) years, with two (2), one (1) year renewal options from the date of execution of the agreement. The contract shall not bind, nor purport to bind the District for any contractual commitment in excess of the original contract period.
- 1.1.2. The District shall have the right, at its sole option, to renew the contract for additional one-year periods. In the event that the District exercises such rights, the District shall provide written notice of the renewal to the vendor at least thirty (30) calendar days prior to the expiration of the then-current contract period. All terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
- 1.1.3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The Agreement may be modified, amended, or changed only by a written document signed by both Parties.

1.2. Price:

- 1.2.1. Prices shall be firm and fixed for the duration of the contract period. Other items not specifically priced shall be negotiated on an as needed basis.
- 1.2.2. All prices shall be F.O.B. destination, freight prepaid and allowed. The District shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

1.3. Renewal Periods

- 1.3.1. The unit prices shall remain fixed for the original contract period.

2. Warranty of Products

Proposer warrants that all products covered by the agreement will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or goods or by payment for them.

3. Inspection and Acceptance

No products received by the District pursuant to the agreement shall be deemed accepted until the District has had reasonable opportunity to inspect said products. All products which are discovered to be defective or which do not conform to any warranty of the proposer herein upon initial inspection, or at any later time if the defects contained in the products were not reasonably ascertainable upon the initial inspection, may be returned at the proposer's expense for full credit or replacement at the District's option. Such right to return defective products shall not exclude any other legal, equitable or contractual remedies the District may have.

4. Insurance and Indemnity

- A. Proposer shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of proposer's services under the agreement.
- C. Certificates of insurance of proposer's insurance coverage shall be furnished to the District at the time of commencement of the products.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- E. The proposer and proposer's agents shall be responsible for any and all injury or damage as a result of their acts and/or omissions (negligent, intentional or otherwise) involving any service provided under the terms and conditions, requirements, and specifications of the contract. In addition to the liability imposed upon the vendor on account of personal

injury, bodily injury (including death), or property damage suffered as a result of the proposer's employees acts or omissions, the vendor assumes the obligation to save, indemnify, defend and hold harmless the District, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such acts or omissions.

F. The District will not agree to indemnify or hold harmless proposer.

5. Termination

A. The District may terminate this Agreement with or without cause at any time by giving thirty (30) days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Proposer shall be paid for products delivered and accepted up to the date of termination.

6. Proposer's Indemnification

Proposer agrees to indemnify and hold harmless the District and the members of the District's Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from proposer's actions or omissions relating to the agreement, or arising out of proposer's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by proposer.

7. Governing Law - Jurisdiction

This Agreement shall be governed, construed and interpreted under Missouri law. Any legal action arising out of, or relating to the agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in Jackson County, Missouri.

8. Reporting

During the term of the agreement, proposer shall report to, and confer with, the District's Purchasing Director and/or his or her designee on a regular basis, and as may be reasonably requested, concerning the products provided by proposer and issues related to the products. Proposer also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

9. Assignment

Proposer agrees, for proposer and on behalf of proposer's successors, heirs, executors, administrators, and any person or persons claiming under proposer, that the Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

10. Licenses and Permits

Proposer shall obtain at proposer's expense all licenses and permits necessary to provide the products.

11. Proposer Representations

Proposer acknowledges and represents that (i) proposer is legally authorized to transact business in the State of Missouri and to provide the products required hereunder, (ii) the entering into this Agreement has been duly approved by the proposer, (iii) the undersigned is duly authorized to execute the agreement on behalf of proposer and to bind proposer to the terms hereof, and (iv) proposer will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of products on the basis of race, color, national origin, sex, sexual orientation, age or disability.

Proposer also agrees to abide by all applicable District policies and regulations, including without limitation the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and Missouri Human Rights Act.

12. Independent Contractor

The District and proposer agree that proposer will act for all purposes as an independent contractor and not as an employee, in the providing of the products, and in the performance of proposer's duties under this Agreement. Accordingly, proposer shall be responsible for payment of all taxes, including federal, state and local taxes arising out of proposer's products, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition proposer and proposer's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Proposer shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

13. Compliance With District Policies and Applicable Law

The proposer agrees that it will comply with all applicable District board policies and State and Federal law.

14. E-Verify

The proposer must agree that, prior to the commencement of services, it will provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. The successful proposer must also provide the District with a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services

15. Criminal History and Background Checks

Proposer shall not use any employee on the District's property who is a registered sex offender. This condition shall also apply to any subcontractor of proposer

For any individuals that may be on District premises and be around students, the District requires all individuals to provide background checks satisfactory to the District as required by Missouri law and Board Policy. Proposer will provide such background check documentation before any employees are permitted on District premises.

16. Confidentiality

To the extent it is applicable, proposer will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g, and will indemnify the District for any damages suffered by it by reason of proposer's failure to do so.

17. Sovereign Immunity

Nothing in the Agreement shall constitute a waiver of any immunity, sovereign or otherwise, granted to the District by common law or pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.

Independence School District

Cover Sheet

Proposal ISD YEARBOOK

I {We} are proposing in accordance with the general conditions and established specifications.

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID #: _____

WEB SITE: _____

WHAT IS THE NUMBER OF CALENDAR DAYS REQUIRED TO PLACE MATERIALS IN THE SCHOOL'S RECEIVING POINT AFTER RECEIPT OF ORDER UNDER NORMAL CONDITIONS? _____

ADDITIONAL INFORMATION: _____

By signing and submitting a proposal the proposer has read and understands the statements about 9.8 Collusive, 9.9 Bribery, and 9.10 Conflict of Interest.

AUTHORIZED SIGNATURE: _____

Print/Typed

AUTHORIZED SIGNATURE: _____

Signed

DATE: _____

If unable to respond to this proposal and you wish to receive future proposal invitations, please return this sheet to the following address:

Independence School District
Dr. Lance Stout, Deputy Superintendent
201 North Forest Avenue
Independence, MO 64050

Proposal Form



ISD YEARBOOK RFP

(This name must appear on ALL correspondence.)

1. For evaluation purposes, list pricing per Independence School District specifications:

\$ _____ per book

\$ _____ total (based on 500 books)

What would be the price change, if any, for each additional 50 books ordered?

Per book \$ _____ Total \$ _____

What would be the price change, if any, for each 50 books deleted from the order?

Per book \$ _____ Total \$ _____

Please provide pricing for these additional options, clarify if price is per page or per book.

2. Four-color end sheets \$ _____ page/book

3. Additional signature pages \$ _____ page/book

4. Additional pages in sets of four \$ _____ page/book

5. Additional pages in sets of eight \$ _____ page/book

6. Name-stamping, one line, choice of foil color \$ _____ page/book

7. Name-stamping, two lines, choice of foil color \$ _____ page/book

Please provide credit amounts for the following (if available)

Black and white page credit \$ _____ page/book

PDF proof credit \$ _____ per deadline

PROPOSER'S QUESTIONNAIRE
Attach additional sheet if necessary

Proposer's Name: _____

Proposer's Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____ E-Mail: _____

Cell: _____ Fax: _____

Toll Free Numbers: _____

Name of Representative living within 50 miles of school. Must list representative, address, phone number, fax number, e-mail address, and other contact information:

How many years has the sales representative been with the company? _____

Name of in-plant customer service representative and any other technical support personnel who will be available and their contact information:

List any workshops hosted by the proposer featuring nationally recognized journalism speakers. Detail where workshops are located; it is preferred that they be in Missouri or Kansas. Please list all workshops, their locations and dates:

Is yearbook curriculum provided at no charge by the proposer? Yes _____ No _____

Please provide publishing plant address and phone number. (NOTE: Publishing plant does not have to be located in the state of Missouri).

What tools (software) do you support? Please describe:

How many years has your company been in this type of business? _____

Do you currently hold any school District contracts? Yes _____ No _____

If so, please indicate below:

Minimum Order Requirements: _____

How are late fees assessed? _____

What is the average charge (late fee)? _____

How are change fees assessed? _____

What is the average charge (change fee)? _____

Are there credits for completing pages early? _____

What is an average deadline schedule for a fall yearbook? _____

What is an average deadline schedule for a spring yearbook? _____

What type of presses would you print our yearbook on? _____

How are shipping fees assessed? _____

What is the average charge (shipping fee)? _____

The undersigned swears to the truth and accuracy of all statements/answers contained herein:

DATE: _____

AUTHORIZED SIGNATURE: _____

REFERENCES

Provide references with similar scope of work per specifications.

(References must be provided for each company involved in the completion of the work.)

SCHOOL NAME _____

SCHOOL NAME _____

ADDRESS _____

ADDRESS _____

CONTACT _____

CONTACT _____

PHONE _____

PHONE _____

FAX _____

FAX _____

EMAIL _____

EMAIL _____

TIME WORKED _____

TIME WORKED _____

TYPE OF TASK PERFORMED _____

TYPE OF TASK PERFORMED _____

SCHOOL NAME _____

SCHOOL NAME _____

ADDRESS _____

ADDRESS _____

CONTACT _____

CONTACT _____

PHONE _____

PHONE _____

FAX _____

FAX _____

EMAIL _____

EMAIL _____

TIME WORKED _____

TIME WORKED _____

TYPE OF TASK PERFORMED _____

TYPE OF TASK PERFORMED _____

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a). Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b). Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c). Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d). Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e). Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District and E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f). Agrees to comply with any state or federal regulations that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g). Agrees that any failure by your company to abide by the requirements a). through f). above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)