



## **ROCKWOOD SCHOOL DISTRICT**

### **REQUEST FOR PROPOSALS**

**RFP No.: RFPEHSYB201720**

**Title: Rockwood School Yearbook Publishing**

**Issue Date:** October 11, 2016

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide the items, goods, supplies and products as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE PRODUCTS DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 p.m., CST, on October 24, 2016. Proposals submitted after that time and date will be rejected and returned.**

#### **PROPOSALS SHALL BE SUBMITTED TO:**

Elisha Strecker - Eureka Yearbook  
Eureka High School  
4525 Hwy 109  
Eureka, MO 63025

**All inquiries for information regarding the RFP process, Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:**

Director of Purchasing  
Rockwood School District  
111 East North Street  
Eureka, Missouri 63025  
Tel. No.636.733.2032  
Email: [sloanwilliam@rsdmo.org](mailto:sloanwilliam@rsdmo.org)

All questions regarding the Eureka specifications contained in Section II must be directed to [streckerelisha@rsdmo.org](mailto:streckerelisha@rsdmo.org).



No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contract or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

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## **I. RFP INSTRUCTIONS AND CONDITIONS**

### **1. INTRODUCTION**

The District is a nationally recognized, diverse community of learners. Currently the District serves over 21,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 2,500 full time employees, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District was named “Accredited with Distinction” by the Missouri Department of Education, the highest rating granted by the State of Missouri. Additional detailed information about the District may be found at [www.rsdmo.org](http://www.rsdmo.org).

The purpose of this RFP is to seek proposals from qualified yearbook publishers to print school yearbooks for 2017-18 with options for renewal for 2018-19 and 2019- 20. In most cases the yearbooks will be for our high schools and middle schools however vendors shall not exclude other Rockwood schools with similar requirements from utilizing the pricing from the selected proposal. The Products and services are described more fully in Section II. of this RFP which provides requirements for one of our high schools.

It is anticipated that the delivery of the Products and services would occur in July of each year in time for distribution to students prior to start of the new school year.

### **2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

A. In order to be considered, proposers must submit three (3) copies of the Proposal. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title RFP No.: RFPEHSYB201720. Proposals shall be delivered to:

Elisha Strecker - Eureka Yearbook  
Eureka High School  
4525 Hwy 109  
Eureka, MO 63025

**SEALED PROPOSALS FOR FURNISHING THE PRODUCTS DESCRIBED HEREIN MUST BE RECEIVED BY October 24th at 2:00 p.m. Proposals submitted after that time and date will be rejected and returned.**



B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required products.

Electronic or facsimile proposals will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

C. Proposers must include at least the following information, data and responses in their proposals:

(1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).

(2) If Proposer is incorporated, include the state in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owing 10% or more of the corporation.

(3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.

(4) A description of Proposer's products and services being proposed.

(5) Proposer's total price for the products and services, including any and all costs and expenses. Proposer shall submit a price list appropriately evidencing and itemizing Proposer's prices, including any applicable discounts.

D. Proposers must provide a description or evidence of their experience and qualifications to provide the Products described in this RFP.

E. Proposers must provide evidence or information as to their financial condition and stability.

F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each proposer has provided the products being proposed.

G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.



**3. AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications, and quality of Proposer's products and services. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District reserves the right to request clarification or additional information and may interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any proposer.

**4. RIGHT TO REJECT**

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

**5. PROPOSALS FINAL**

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

**6. COST OF PREPARATION**

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

**7. OWNERSHIP OF SUBMITTALS**

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.



**8. RFP INTERPRETATION**

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

**9. PRICE**

Proposers are cautioned that the Products must be furnished at the prices, costs and/or rates submitted and proposed unless otherwise stated. No increase in prices will be permitted during the term of the contract.

**10. CONTRACT**

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received by **November 10, 2016**. The successful Proposer will be required to enter into a written one to three year written contract with the District which will include, but not be limited to, the products and services described herein and the contract provisions included herein.

**11. INSURANCE**

The successful Proposer will be expected to provide the following types of insurance with the described limits unless waived by the District:

- Comprehensive General Liability - \$1,000,000 per person per occurrence  
(including Contractual Liability)  
\$1,000,000 property damage per occurrence  
\$1,000,000 aggregate all claims per occurrence
- Workers' Compensation - As required by applicable law
- Employer's Liability - \$1,000,000 per occurrence
- Automotive Liability - \$1,000,000 per occurrence

**12. TAXES**

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.



**13. NO PARTICIPATION**

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or Products to be provided, as contemplated by this RFP.

**14. EXCEPTIONS**

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

**15. USE OF INFORMATION**

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
  
- B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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## II. EUREKA HIGH SCHOOL SPECIFICATIONS

### GENERAL INFORMATION

The following are specifications generally used for the printing of the Eureka High School yearbook. Proposed pricing should be applicable to all Rockwood schools with similar requirements for the 2017-18 school year with options for renewal for 2018-19 and 2019- 20. By submitting a proposal, the qualified bidder understands other Rockwood schools may have similar requirements but not exact requirements.

Technical questions regarding these specifications shall be directed to Elisha Strecker at Eureka High school at [streckerelisha@rsdmo.org](mailto:streckerelisha@rsdmo.org) (636.733.3118).

### SPECIFICATIONS

- Trim Size: 9x12 ALL COLOR Copies: 1,300
- Pages: 288
- Binding: Smyth Sewn, Rounded and Backed with Headbands
- Cover: School designed custom embossed cover with overgraining and spine copy and one applied silkscreen color OR a school designed custom 4-color cover. Cover stock should be 160 pt binders board.
- Endsheets: School designed 4-color custom endsheets, different front and back
- Proofs: 4-color hard copy proofs on all pages with free corrections on CD. Re-proofs of all requested pages. Two cover proof should be provided as a full-size four-color mock up of cover. Endsheets proofs should be provided as full-size four-color match proofs.
- Paper Stock: 100# premium high gloss or matte paper.
- Online Book Sales/Direct Mailing: Company sales should be conducted online, by phone, or by mail. Outline all details related to company sales, including in-house or third-party resources.





#### REQUIRED ITEMS TO BE INCLUDED AT NO CHARGE

- Online design software
- Online FTP site for uploading pages and proofs
- Free curriculum with 25 student workbooks
- Free marketing materials
- In-school training workshops as requested
- Free shipment of pages and proofs to the plant
- Regular budget updates
- Consultation with yearbook and journalism experts as determined by adviser
- Individual color correction on all photos by the production plant. Pictures should be adjusted individually — not by page or spread.
- Sample award-winning yearbooks

#### REQUIREMENTS OF YEARBOOK REPRESENTATIVE - Respond to these questions.

- Must have a local office. What is the address of your office?
- Must have yearbook experience. How long have you worked in the yearbook field and in what ways?
- Must have advanced technical skills and knowledge. How long have you worked with InDesign?
- Must have experience working with schools of Eureka's size. Please list 4 schools that you currently work with enrollments of 1,800+.
- Must have long-term relationship with company. How long have you worked with this company?
- Please list adviser contact information.
- Must offer additional training opportunities for students/adviser. Please list all summer, fall and other workshops available.



PLEASE ANSWER THE FOLLOWING Additional QUESTIONS:

- State any discounts available.
- How often can we depend on our representative to visit?
- What can my representative do to help me as an adviser?
- What can my representative do to help my students?
- Is there anything you would like to be considered that has not been covered?
- Please attach a list of all references that you work with in the St. Louis area including school name, adviser name, and adviser phone number.

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## 2018-2020 PROPOSAL PRICING FORM

**(This form must be submitted and signed.)**

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Total for 2018 for 1300 copies, 288 pages: \$\_\_\_\_\_ Capped percent on shipping \_\_\_\_\_%

Total for 2019 for 1300 copies, 288 pages: \$\_\_\_\_\_ Capped percent on shipping \_\_\_\_\_%

Total for 2020 for 1300 copies, 288 pages: \$\_\_\_\_\_ Capped percent on shipping \_\_\_\_\_%

Vendor agrees the same pricing be extended to other Rockwood schools with similar specifications.

Yes \_\_\_ or No \_\_\_

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Company Name: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Representative's Address: \_\_\_\_\_

Representative's Phone: \_\_\_\_\_

Representative's E-mail: \_\_\_\_\_

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By signing this, you certify that you have read and understand all terms and conditions stated in this bid. By signing, you indicate full knowledge and acceptance of the general information, the proposal specifications, and the school's requirements and you certify that your company complies with all required elements. By signing this proposal, you also confirm that you are an authorized representative for the vendor that you represent.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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### **III. CONTRACT TERMS AND CONDITIONS**

#### **1. INTRODUCTION TO THIS SECTION**

The successful Proposer 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 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.

#### **2. WARRANTY ON PRODUCTS**

Contractor warrants that all Products covered by this 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 this 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 Contractor 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 Contractor's expense for full credit or replacement at the District's option. Such right to return defective Products shall no exclude any other legal, equitable or contractual remedies the District may have.

#### **4. INSURANCE**

A. Contractor 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 Contractor's Products under this Agreement.

C. Certificates of insurance of Contractor'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.

## **5. TERMINATION**

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

B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

## **6. INDEMNITY**

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood 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 Contractor's Products actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.



**7. GOVERNING LAW - JURISDICTION**

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action arising out of, or relating to this 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 the County of St. Louis, Missouri.

**8. REPORTING**

During the term of this Agreement, Contractor shall report to, and confer with, Elisha Strecker or her designee on a regular basis, and as may be reasonably requested, concerning the products/services provided by Contractor and issues related to the Products. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

**9. ASSIGNMENT**

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this 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**

Contractor shall obtain at Contractor's expense all licenses and permits necessary to provide the Products.

**11. CONTRACTOR REPRESENTATIONS**

Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable District policies and regulations.

**12. INDEPENDENT CONTRACTOR**

The District and Contractor agree that Contractor 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 Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor'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, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor 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. FEDERAL WORK AUTHORIZATION PROGRAM**

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Consultants must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.

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