



SCHOOL BOARD ACTION REPORT

DATE: December 17, 2019
FROM: Denise Juneau, Superintendent
LEAD STAFF: Diane DeBacker, Chief Academic Officer,
dmdebacker@seattleschools.org, (206) 252-0017; Caleb Perkins,
Executive Director of Career and College Readiness;
cbperkins@seattleschools.org, (206) 252-0062

For Introduction: February 26, 2020
For Action: March 11, 2020

1. TITLE

Contract for Middle School and High School yearbooks with Herff Jones

2. PURPOSE

This Board Action Report asks the Board to approve the District's yearbook contract with Herff Jones.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute a contract with Herff Jones in an amount not to exceed \$400,000, including three (3) optional annual extensions, for the management and classroom support in the preparation and printing of middle school and high school yearbooks, in the form of the draft Agreement presented to the School Board, with any minor additions, deletions and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

a. Background

Due to the contract with the current yearbook vendor set to expire in February 2020, Seattle Public Schools advertised Request for Proposal (RFP) RFP09903: Middle School and High School Yearbooks, in the Daily Journal of Commerce and posted in the Builders Exchange on the Seattle Public Schools website on October 24th, 2019. An RFP notification was also emailed to Balfour, Herff Jones, Jostens and Walsworth.

The District also made efforts during the vendor recruitment process to ensure a broad range of vendors were aware of this opportunity. In addition to posting on the SPS website, the Daily Journal of Commerce and the Builders Exchange of Washington sites, Contracting Services sent out advertisements to Tabor 100 and The Office of Minority and Women's Business Enterprises (OMWBE). Tabor 100 is an association of entrepreneurs and business advocates who are committed to economic power, educational excellence and social equity for African-Americans and the community at large. The mission of OMWBE is to promote equity and increase participation in

public contracting and procurement for small businesses owned by minorities, women, and disadvantaged persons through education and certification.

Throughout the process, Curriculum and Instruction has worked closely with Contracting Services to ensure the Request for Proposal process was followed and that the yearbook specifications listed in the RFP accurately reflected the needs of our various school programs. Under recommendation from Contracting Services, middle and high school yearbook advisors were contacted in October 2019 with requests to review the RFP and to provide feedback and considerations regarding the yearbook specifications listed. Additionally, all yearbook advisors were invited to serve on a review committee. Strong efforts were made to secure representation of both middle and high school advisors on the review committee. There is more information on recruitment for the review committee in the equity analysis below.

By November 18th, 2019, the due date for the RFP, three firms submitted proposals: Herff Jones, Vidigami, and Walsworth.

In November, a review committee of four yearbook advisors representing both middle and high schools was convened and conducted an initial review and scoring of the products using the review/scoring criteria stated in the RFP. The criteria included both qualification points and price points. The qualification points included: quality of product; quality of service to schools; overall experience, reputation, and expertise; experience and quality of staff; workshops/seminars for students and yearbook staff; and willingness to accept the District's terms and conditions. Based on the committee's review using these criteria, the committee identified Herff Jones as the top-rated candidate. The committee's recommendation was consistent with each advisor's individual final score.

Additionally, the District will receive a 15% discount on the basic book price from Herff Jones as a result of awarding the contract to all middle schools and high schools identified in the RFP.

b. Alternatives

1. Do not contract with a vendor identified through the competitive request for proposal (RFP) process and allow each school to select its own yearbook vendor. This alternative is not recommended for two reasons: (1) through the RFP process, the District has obtained competitive pricing, which is lower than each school could obtain on its own, and (2) the District could be in violation of the State Law and the Superintendent's Procedures for Contracting, which call for competition at this dollar level.

2. Contract with two different yearbook companies rather than one. This alternative is not recommended; disadvantageous pricing from the vendors would preclude this as an equitable option.

3. Do not award the contract and proceed without service from any vendor and require yearbook advisors to perform all their own yearbook functions without support. This alternative is not recommended since yearbook advisors do not have the capacity to perform all the work associated with yearbook creation and printing themselves.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will not exceed \$400,000.

The revenue source for this motion is each secondary school’s Associated Student Body (ASB) funds.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Yearbook advisors representing 17 high schools and 12 middle schools were contacted and asked to review and provide feedback on the RFP. This feedback was used in the development of the RFP. All yearbook advisors were invited to participate on the vendor review panel. Four advisors representing Aki Kurose, Meany, Roosevelt, and Middle College accepted.

In addition, we will continue to consult with SPS school staff since the Herff Jones’ agreement features one-year renewals of its contract for middle school and high school yearbooks based on satisfactory annual evaluations of the vendor’s product and service.

7. EQUITY ANALYSIS

In defining racially equitable outcomes related to this issue, we focused on two equitable outcomes during this process. The first was to keep yearbook costs down for individual students so that they could have access to this resource. The second was to make sure that each school had access to the same level of yearbook quality.

To ensure quality, we first called each of our 17 high schools and 12 middle schools to get input on the Yearbook RFP. We then sent email communication to all of the middle school and high school yearbook advisors to get their feedback on factors affecting the quality of yearbooks. In reviewing the feedback, we identified a potential risk to quality that could have a negative impact on students of color. We determined it was important for the future vendor to have experience photographing students of color. This feedback led to a decision to weight Quality of Products as the highest weighted category on our scoring rubric.

With respect to quality and cost, setting up one single contract for yearbook services through a competitive process will benefit the District in the following ways: 1) A district-wide contract ensures that the level of quality is equitable across schools, so all students receive a superior product; 2) By exercising a district-wide contract taking advantage of volume pricing, a uniform cost per school is guaranteed that will keep the prices of yearbooks down. This is especially important for schools in which there is a high proportion of students qualifying for free or reduced lunch. During this process, we also talked with the District's McKinney-Vento lead to clarify support needed for students who are experiencing homelessness. In addition, the District will explore a process for providing access to yearbooks for students experiencing economic hardship.

Finally, with respect to quality, and as noted above, we made efforts during our vendor recruitment process to ensure a broad range of vendors were aware of this opportunity. In addition to posting on the SPS website, the Daily Journal of Commerce and the Builders Exchange of Washington sites, Contracting Services sent out advertisements to Tabor 100 and The Office of Minority and Women's Business Enterprises (OMWBE).

8. STUDENT BENEFIT

Yearbooks can be an expense for less affluent students. However, the research done to arrive at the selection of Herff Jones demonstrated that it provided the most advantageous contract from a combined quality and economic standpoint.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, [TITLE], provides the Board shall approve this item
- Other: Required by Superintendent Procedure 2026

10. POLICY IMPLICATION

This introduction is in compliance with Policy No. 6220, Procurement, because the value of the contract exceeds \$250,000, and therefore requires Board approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Curriculum and Instruction Policy Committee meeting on February 11, 2020. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, a contract will be executed with Herff Jones for Middle School and High School yearbook production for the 2020-2021 curriculum year.

13. ATTACHMENTS

- Attachment A: Review Committee Members (for reference)
- Attachment B: RFP (for reference)
- Attachment C: Review Committee Final Evaluation Points (for reference)
- Attachment D: Contract Agreement with Herff Jones (for reference)
 - Exhibit A: Scope of Services
 - Exhibit B: Herff Jones Proposal
 - Exhibit C: Specifications
 - Exhibit D: Standard Form of Contract

**SEATTLE PUBLIC SCHOOLS
CONTRACTING SERVICES**

EVALUATION TEAM MEMBERS

RFP NO: RFP09903	DUE DATE: November 18, 2019
RFP NAME: Middle School and High School Yearbooks	

By signing below, you acknowledge that you have reviewed the PROPOSAL EVALUATION PROCEDURES and agree to all of the conditions, statements and requirements therein. Furthermore, you confirm that you have read and understand the District's [Board Policy No. 5251](#) regarding CONFLICTS OF INTEREST and shall disqualify yourself from this process should a conflict of interest of a financial, relational, or other nature with any of the proposing vendors or key personnel of the vendors, such that no perception of appearance of such a conflict of interest could arise.

NAME	TITLE & DEPARTMENT	SIGNATURE & DATE
1. <u>Claire Wayment</u>	<u>Art Teacher</u> <u>Aki Kurase MS</u>	Signature: <u>Claire Wayment</u> Date: <u>11/19/19</u>
2. <u>Vince Marx</u>	<u>Special Ed Teacher</u>	Signature: <u>Vince Marx</u> Date: <u>11/19/19</u>
3. <u>Taylor Reinwater</u>	<u>LA/SS</u> <u>YRBSK</u>	Signature: <u>Taylor Reinwater</u> Date: <u>11/18/19</u>
4. <u>Sarah Marshall</u>	<u>Admin Secretary</u> <u>Meany Middle School</u>	Signature: <u>Sarah Marshall</u> Date: <u>11/19/19</u>
5. <u>Marcel Hauser</u>	<u>Project Manager</u> <u>College and Career Learning</u>	Signature: <u>Marcel Hauser</u> Date: <u>11/19/19</u>
6. _____	_____	Signature: _____ Date: _____
7. _____	_____	Signature: _____ Date: _____

Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134
Telephone: (206) 252-0566
Fax: (206) 743-3018
contractingservices@seattleschools.org

Request for Proposal No. RFP09903

Middle School and High School Yearbooks

Submittal Deadline:

Date: November 18, 2019

Time: 10:00 a.m.

Instructions

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REQUEST FOR PROPOSAL NO. RFP09903

PROPOSAL CERTIFICATION FORM

TO: Contracting Services

The undersigned provider hereby certifies as follows:

- 1. I read the Seattle School District's Request for Proposal No. RFP09903 and the following Addenda and to the best of my knowledge I complied with the mandatory requirements stated herein:

Addenda Number	Issue Date
_____	_____
_____	_____
_____	_____

- 2. I had the opportunity to ask questions regarding the Request for Proposal, and that if such questions have been asked; they have been answered by the District.
- 3. That the proposer's response is valid for 90 days.

Dated at _____, this _____ of _____ 2019.

(Signature)

(Title)

(Print Name)

(Email Address)

(Company Name)

(Telephone Number)

(Address)

(Fax Number)

(City)

(UBI Number)

(State)

(Zip)

1.0 INTRODUCTION

The Seattle School District No. 1 (the District) is soliciting proposals from qualified yearbook vendors for management and classroom support in the preparation and the printing of high school and middle school yearbooks, beginning in the 2019-20 school year. It is the intent of the District to award a contract(s) based on the proposal/s that best meets the needs of the schools' yearbook programs to provide quality items, excellent customer service, error corrections and turnaround, and reasonable pricing. At this time, there are 17 high schools and 12 middle schools purchasing yearbooks in this RFP. However, additional schools (high schools, middle schools and/or K-8) may be added to the agreement in the future at the discretion of the District. Seattle Public Schools operates 17 high schools, 12 middle schools and 10 K-8 schools.

This Request for Proposal (RFP) describes the selection process and documentation required for submitting a Proposal. Any firm failing to submit their proposal in accordance with the procedures set forth in the Request for Proposal may be considered nonresponsive.

The District is interested in receiving proposals indicating pricing as follows:

- All High Schools
- All Middle Schools
- All High Schools and Middle Schools

The District reserves the right to award this RFP "All or None", all High Schools only or all Middle Schools only.

The District reserves the right to select up to two vendors in each category and to allow each school to select one of two firms.

It is anticipated that the contract agreement period will begin March 1, 2020 and will end February 28, 2021. Subject to a satisfactory annual evaluation of the Vendor/s, this contract may, with mutual agreement of both parties, be extended up to three (3) additional, one-year terms under the same terms and conditions.

The selection of the yearbook vendor for these services will proceed in the following manner:

- **Seattle Public Schools shall receive proposals no later than the due date and time specified in Section 2.0 of this RFP.**
- An initial screening will follow, resulting in a short-list of one or more qualified firms that will be selected for interviews (if deemed necessary).
- The District may conduct interviews (if deemed necessary) with the selected firms, in accordance with a schedule to be determined by the Selection Committee in order to select the best proposals, all factors considered.
- The District reserves the right to seek clarifications about the proposals.
- The District may award a contract based solely on the written proposals.
- The District reserves the right to request post-proposal modifications, including best and final offers and considerations.
- The final selection will be based upon the criteria set forth in Section 6.1.

Please note that the District will select the successful firm(s) based on the best interests of the District, all factors considered. The District reserves the right to reject any or all proposals, waive informalities and irregularities, and make the award in its best interest.

Proposals must be in effect for ninety days following deadline for the receipt of the proposals.

2.0 SCHEDULE

2.1 Schedule of Activities

SCHEDULE

Date	Selection Process
October 24, 2019	Advertisement for Request for Proposal Published. (First Notice)
October 31, 2019	Advertisement for Request for Proposal Published. (Second Notice)
November 4, 2019	Last day for Questions from Proposers by 2:00 p.m.
November 18, 2019	Proposal Due by 10:00 a.m.
Approx. November 19-22, 2019	Initial screening, with short list of vendors selected as finalists (anticipated)
Approx. Week of December 2, 2019	Interviews if required (anticipated)
Approx. Week of December 9, 2019	Vendor Selection (anticipated)
February 5, 2020	School Board approval (anticipated)
March 1, 2020	Start Date

3.0 QUESTIONS AND COMMUNICATION

All communication and/or questions shall be submitted in writing at the dates and times indicated herein to:

U.S. Mail: Contracting Services
Seattle Public Schools
M/S 22-337
P.O. Box 34165
Seattle, WA 98124-1165

Physical Location: Contracting Services
Seattle Public Schools
M/S 22-337
2445 Third Avenue S.
Seattle, WA 98134-1923

Phone: (206) 252-0566

Fax: (206) 743-3018

E-mail: contractingservices@seattleschools.org

All questions must be submitted electronically by e-mail or fax to Contracting Services by the date and time indicated in Section 2.0. Reference the RFP number in the subject of your email. The District will consider no telephone or in-person inquiries, except at the interviews for those firms making the short-list.

Answers to questions will be issued in the form of an addendum which will be provided electronically on the Builders Exchange website at [Builders Exchange of Washington](#) and on the Seattle Schools [Current Solicitations](#) website.

Proposals must be submitted in a sealed package or box with the Request for Proposal number and the deadline date and time included on the bottom left-hand corner of the response, along with the firm's name and address.

In the event that a firm attempts to contact any official, employee, or representative of Seattle Public Schools in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

During the selection process, vendors are specifically prohibited from contacting schools to “prospect” for new business, contacting schools to introduce the firm’s staff, or contacting schools with marketing or promotional material. Firms with questions about what constitutes allowable behavior during the selection process for this RFP should submit questions in writing to the address in Section 3.0.

This prohibition does not apply to:

- Telephone calls to the District to request copies of this RFP, to confirm attendance, or request directions relative to an interview notification received from the District;
- Delivery of written questions about the proposal;
- Delivery of the firm’s proposal;
- Discussion at the interview (if deemed necessary).

4.0 BACKGROUND

All the District high schools and middle schools will be included in the contract, except for those schools which self-publish. In addition, any secondary facilities added or closed during the term of the contract, from March 1, 2020 to February 28, 2021, will automatically be included or excluded. Purchase orders will be issued by each school, pursuant to the terms of the main contract.

Proposer’s authorized representative shall be granted reasonable and special access to schools as defined in the final terms and conditions of the contract.

Any deviation from the specifications set forth herein must be clearly pointed out. Otherwise, it will be considered that services offered are in strict compliance with these specifications and the successful proposer will be held responsible for complying with these specifications. Deviations shall be explained in written detail and submitted to the District for consideration.

Proposers shall furnish all information requested. Each proposer must submit descriptive literature and complete specifications covering the services requested. Offers not in compliance with these requirements may be subject to rejection.

The District will provide the successful proposer(s) a list of appropriate staff for all schools.

Payment policies and all pricing must be detailed in this document. Any policy, price, handling charge, delivery charges, taxes (excluding sales tax), or any other fee not detailed in this proposal document will be disallowed. Further, such charges will not be the responsibility of the District. Prices quoted herein shall remain firm for the term of the contract unless otherwise specified.

The vendor will furnish a list of prices and transaction fees for all services and materials specified in the RFP. The price schedules shall include all costs associated with providing yearbook services for the term of the contract. Any increases in prices during the duration of the contract will be mutually agreed upon in writing.

All responses from Vendors must describe in detail the total beneficial package to the District, and shall clearly set out any discounts, rebates, commissions, up-front incentives, materials, equipment, training, software, products, and services to be provided to the District.

5.0 PROJECT INFORMATION

A. Production

All production of the yearbooks shall be accomplished under the supervision of the awarded vendor/s. Should outside contracting be utilized, such subcontracting shall be identified herein and approved by the District prior to their use.

B. Quality Control

All yearbooks shall be carefully inspected for blemishes, defects, or damages prior to shipment. Any book that is defective shall be replaced at no cost to the buyer. Proposers are cautioned that more than one error in the yearbooks could lead to rejection of all books.

C. Consultation Services

The successful proposer(s) shall contact each yearbook advisor each month to determine if visits to schools are required. The publisher's representative shall make consultation calls at least every two (2) weeks when notified of specific needs. Proposers shall provide at least ten (10) consultation calls at no additional costs. Consultation services from any and all subcontractors used by the proposer shall be available to the District. Telephone support shall be provided by all such subcontractors as a minimum standard of assistance.

D. Quantities

Identified quantity requirements are substantially correct. The District reserves the right to adjust the quantities purchased either up or down based on need or circumstances at the agreed upon prices.

E. Deliveries

Deliveries required in this proposal shall be freight prepaid, F.O.B. destination, and proposal prices shall include all freight and delivery charges.

F. Preparation costs

Costs incurred by a proposer in preparation of its proposal, including any travel and personal expenses, may not be charged as an expense of performing any contract awarded as a result of the proposer's submission of a proposal to the RFP.

G. Materials

All materials, supplies, and equipment furnished must be in conformance with the specifications contained within the proposal and will be subject to inspection before and after approval of the District Yearbook Evaluation Team.

6.0 SELECTION PROCESS**6.1 Method of Selection**

1. The District will review all proposals and select the firm/s based upon the best interests of the District, all factors considered, including providing the best value for the District at the most economical cost. The District reserves the right to conduct interviews with the top three firms, if deemed necessary.
2. Among the factors to be considered are the following:

EVALUATION CRITERIA	POINTS
Qualifications – 80%	
Quality of products (the extent to which the goods and services meet the District’s needs)	25
Quality of proposer’s services to schools	15
Firm’s overall experience, reputation, expertise and stability	10
The experience and qualifications of the staff that will be assigned to service the District’s account	15
Workshops/seminars for student yearbook staff	10
Willingness to accept the District’s terms and conditions as noted in the Standard Form of Contract	5
Pricing – 20%	
Price of Services	20

Upon receipt of best and final proposals, the Committee will select the best proposal, all factors considered.

6.2 Notifications

The District will provide timely notifications to firms responding to the Request for Proposal upon selection of the recommended firm.

6.3 Seattle Schools Right to Reject

The District reserves the right to reject any and all proposals and re-advertise the RFP at any time prior to approval of the recommended firm and the negotiated agreement. All costs incurred in the preparation of the Request for Proposal process shall be borne by the proposing firm. **Proposals submitted in response to this Request for Proposal shall become the property of the District and be considered public documents under applicable Washington State laws.**

The District reserves the right to modify the scope of services as a result of the written submittals and/or interviews.

6.4 Procedures Requirements

Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

7.0 **SUBMITTAL REQUIREMENTS**

7.1 General Submittal Requirements

The District is interested in dealing with established yearbook publishing companies. Therefore, all proposers shall have been in the yearbook business at least five (5) years under the same name and must have adequate staff to service this account.

The submittal requirements shall be as follows:

SUBMITTAL METHOD: The proposing firm, joint venture or other form of association (“firm”) shall submit two (2) electronic copies via CDs or USB flash drives of their proposal. Each CD or USB flash drive shall have the firm name and Request for Proposal number on it. **Please combine sections below into one PDF with each section bookmarked within the PDF.**

The Sample Yearbooks requested in Section 7.2, 9 are not required to be included in the CD’s or USB flash drives.

Each proposal is to be a maximum of twenty-five (25) pages (8-1/2” x 11”) single sided, not smaller than 12-point type.

1. The cover letter, Proposal Certification Form, table of contents, and tabs do not count toward the page limits.
2. Project cut sheets, including photos, are included in the page limits. Submittals exceeding the page limits may be considered non-responsive.
3. **Please Note:** In preparing the firm’s submittal, the proposing firm shall clearly identify the designated person of record responsible for any referenced project. If the proposing firm is representing an individual’s experience while employed at another firm, the firm of record for the project and the individual’s role shall be clearly identified.

7.2 Contents of the Proposal

1. Signed Proposal Certification Form (page 3 of the RFP). This does not count towards the page limit.

2. Table of contents (maximum 1 page).
3. Separate section: Company Profile. Include a brief description of your company's history, including at least five years of experience with yearbooks under the same company name.
4. Separate section: Resumes.
 - Include current resumes of local school representatives and plant representatives to be assigned to the District.
5. Separate section: Service Representatives.
 - Specify your current local area service representative(s)' availability to service accounts (regularity and timelines) and provide examples of accounts that are of similar size.
6. Separate section: Management Plan.
 - Include a management plan to collaborate with District staff for the production and delivery of successful yearbooks. Your plan should include, at a minimum, the following:
 - a. Communication guidelines and staff contacts and responsibilities;
 - b. Listing of services and support available to District staff and students assigned to the yearbook program. Items should include any additional costs. List of services and support should be included, but not be limited to:
 - Workshops
 - Classroom Activities
 - Educational Materials
 - Promotional and yearbook sales support
 - Budget tracking and support
 - General troubleshooting
 - Computer programs and technical support
 - Delivery schedules (identify all required lead times)
 - Guarantee/warranty service (regularity and timeliness)
 - Collection and accounting of all moneys
 - Refund policy/practices
 - Special orders service requests
 - Detailed description of company policy and method for handling adjustments for errors made in production of the yearbooks, including a return policy for damaged or imperfect books;
 - A list and cost sheet for yearbook production supplies available through your company;
 - A complete list of any special offers, "extras," or savings opportunities you would like the District to consider in your proposal. Please include costs for enhancements such as Adobe Library Fonts, clipart provided by your company, pre-designed layouts on disk or book form, and backgrounds, edges, fills, etc. on disk;
 - Describe any color programs and costs involved that may benefit the schools that use color in their book
7. Separate section: Pricing.
 - Complete Pricing Sheet (shown as **Attachment 2** to this RFP).
8. Separate section: References.
 - Submit a list of three (3) references of school districts in the area you have printed in during the last two years. Please provide contact names, email addresses, and phone numbers for district references.

9. Separate section: Samples. Provide samples of the following:
 - Recent (last five years) high school and middle school yearbooks published by your company;
 - Recent (last two years) samples of high school and middle school supplemental published locally by your company or printed by the company you propose to use;
 - Samples of type styles for body copy and headlines 14 pt. to 72 pt. and 5 pt. to 14 pt. available for selection.

10. Separate section: Subcontractor Qualifications.
 - Provide a detailed qualification statement for all subcontractors including company name, address, email address, telephone and fax numbers, and contact person to be assigned to this account. Also please provide current resume for each contact person(s).

11. Separate section: Willingness to Accept the District’s Terms and Conditions.
 - Indicate by stating you are willing to accept all the terms and conditions as provided, or, if you do not, detail your requested changes. (shown as **Attachment 3** to this RFP).

Please also note that the District reserves the right to ask questions and seek clarifications about the Proposal, to request post-proposal modifications, and to engage in negotiations with a selected short list of firms.

8.0 CONTRACT AND CONTRACTING PROVISIONS

8.1 Standard Form of Contract

The District’s Contract for Consulting Services is included as Attachment 3. The proposal should include any comments or requested changes. **Please note: The District reserves the right to reject any firm that is not willing to accept the District’s terms and conditions as noted in the standard form of contract.**

8.2 Additional Contract Document Requirements

The selected firm shall be required to provide the following documents to the District prior to execution of the contract:

- W-9 Form
- Washington State Business License
- Certificate of Insurance, including endorsement pages, with the following limits:

workers’ compensation	statutory
employer’s liability (stop gap)	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property damage	\$1,000,000/\$2,000,000
personal and advertising injury	\$1,000,000/\$2,000,000
products and completed operations	\$1,000,000/\$2,000,000
fire legal liability	\$100,000
automobile liability (owned, non-owned, leased or hired)	\$1,000,000 per occurrence

umbrella/excess coverage	\$2,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

8.3 Protest Procedures

1. Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of this contract may protest to the District in accordance with the procedures set forth herein. Protests based on the terms in this Request for Proposal, which are apparent prior to the date established for submitting the proposal must be received seven (7) days prior to the submittal deadline. Protests based on other events must be received within three (3) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received after the award for this contract.
2. In order to be considered, a protest shall be in writing and shall include: the name and address of the aggrieved person; the contract title under which the protest is submitted; a detailed description of the specific grounds for protest and any supporting documentation; and the specific ruling or relief requested. The written protest shall be mailed to:

JoLynn Berge
 Chief Financial Officer
 Seattle School District No.1
 MS 33-300
 P.O. Box 34165
 Seattle, WA 98124

Or delivered to:

JoLynn Berge
 Chief Financial Officer
 Seattle School District No.1
 MS 33-300
 2445 3rd Avenue South
 Seattle, WA 98134

And shall be labeled: "Protest"

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 Proposers involved in or affected by the protest; such other persons may be given an opportunity to submit their views and 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 reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. The District decision may be appealed to the Superintendent's designated representative, Clover Codd, Chief Human Resources Officer, not more than two (2) working days after receipt of the decision by written notice together with all supportive evidence, received at Seattle School District No. 1, MS

33-157, 2445 3rd Avenue South, Seattle, WA 98134. The Superintendent's decision shall be final and conclusive.

3. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.
4. Any Proposer submitting a proposal shall be deemed to have accepted these procedures.

End of Request for Proposal

ATTACHMENTS:

Attachment 1: Specifications

Attachment 2: Pricing

Attachment 3: Sample Contract for Consulting Services

Attachments are available to view at [Builders Exchange of Washington](#)

High School	Basic Book	Additional Copies	Add'l Art (per hour)		Column A
			Option 8		
	500	100		4	
Herff Jones	\$23.00	\$25.00		\$65.00	
	\$11,500.00	\$2,500.00		\$260.00	\$14,260.00
Vidigami/Picaboo	\$42.00	\$39.00	No Charge		
	\$21,000.00	\$3,900.00		\$0.00	\$24,900.00
Walsworth	\$15.32	\$15.15		\$65.00	
	\$7,660.00	\$1,515.00		\$260.00	\$9,435.00

Middle School	Basic Book	Additional Copies	Additional Blank Pgs		Column B
			(option 2)		
	500	100		600	
Herff Jones	\$7.50	\$8.50		set price	
	\$3,750.00	\$850.00		\$400.00	\$5,000.00
Vidigami/Picaboo	\$15.00	\$12.00		set price	
	\$7,500.00	\$1,200.00		\$100.00	\$8,800.00
Walsworth	\$9.00	\$8.89		\$2.64	
	\$4,500.00	\$889.00		\$1,584.00	\$6,973.00

	Total Column A + B
Herff Jones	\$19,260.00
Vidigami/Picaboo	\$33,700.00
Walsworth	\$16,408.00

**AGREEMENT
MIDDLE SCHOOL AND HIGH SCHOOL YEARBOOKS**

This agreement, Contract No. RFP09903 is effective March 1, 2020 by and between Seattle School District No. 1, a Washington municipal corporation (District), and Herff Jones (Contractor). The District and Contractor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Contractor shall provide services as described in Exhibit A, Scope of Services. Contractor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through February 28, 2021. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

The Vendor and the District agree that this Agreement may, pending satisfactory performance of the Vendor with the mutual approval of the Vendor and the District, be extended up to three (3) one-year terms under the same terms and conditions. Extended contracts will be on March 1 and end on February 28.

2. CONTRACT PRICE

District agrees to pay Contractor an amount not to exceed **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)**. This amount constitutes the “Maximum Authorized Compensation” as shown in Exhibit B.6, Pricing, for providing management and classroom support in the preparation and printing of yearbooks as identified in the Request for Proposal No. RFP09903. Vendor acknowledges that the contract covers all District Middle and High schools as shown in Exhibit A.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Contractor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Contractor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATION

The District’s representative for this contract is Marcel Hauser, Project Manager College and Career Readiness. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District:	Marcel Hauser Project Manager College & Career Readiness Mail Stop 32-181 Seattle School District No. 1 P.O. Box 34165 Seattle, WA 98124-1165	To Contractor:	Jennifer Gregerson Sales Representative Herff Jones 5400 Harbour Pointe Blvd., #J101 Mukilteo, WA 98275
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Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3 above.

4. CONTRACTOR'S REPORTS

Contractor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

5. **PERSONNEL**

Contractor shall assign the personnel listed in Exhibit B.2, Company Profile and B.3, Plant Representative, for the performance of the Work and shall not (for so long as they remain in Contractor's employ) reassign or remove any of them without the prior written consent of District.

6. **THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:**

Exhibit	Topic
A	Scope of Services
B	Proposal for RFP09903 dated November 17, 2019 including the following: B.1: Approach B.2: Company Profile B.3: Plant Representative B.4: Availability and Capacity B.5: Management Plan B.6: Pricing
C	Specifications
D	General Conditions of Personal Services Contract (Short Form)

HERFF JONES

SEATTLE SCHOOL DISTRICT NO. 1

Signature

Signature

(Contractor Representative)

JoLynn Berge

Title

CFO/ Superintendent Designee

Title

Date Signed

Date Signed

Company Name

Employer I.D. No. or Social Security No.

Exhibit A, Scope of Services

Herff Jones will provide management and classroom support in the preparation and printing of middle school and high school yearbooks as required in RFP09033 and as described in Exhibit B:5 Management Plan submitted in response to this RFP. This management plan includes:

- Communication guidelines and Herff Jones staff contacts and responsibilities, and
- Services and support available to District staff and students assigned to each school’s yearbook program, including workshops, classroom activities, educational materials, promotional and yearbook sales support, budget tracking and support, general troubleshooting, computer programs and technical support, delivery schedules, guarantee/warranty service, collection and accounting of all monies, refund policy/practices, special order service requests, company policy and method for handling adjustments for errors made in production of yearbooks, and a list for yearbook production supplies, special offers or “extras,” and color programs.

All the District’s high schools and middle schools are included in this contract, except for those schools which self-publish. In addition, any secondary facilities added or closed during the term of the contract will automatically be included or excluded.

High Schools:	Middle Schools:
Ballard	Denny
	Eckstein
Cleveland	Hamilton
Franklin Lincoln	Aki Kurose
Garfield	Madison
Nathan Hale	McClure
Ingraham	Mercer

Rainier Beach	Washington
Roosevelt	Whitman
Chief Sealth	Meany
	Robert Eagle Staff
	Addams
West Seattle	
The Center School	
Nova	
Middle College	
Interagency	
Cleveland	
South Lake	

SPECIAL CONDITIONS

A. Production

All production of the yearbooks shall be accomplished under the supervision of Herff Jones. Should outside contracting be utilized, such subcontracting shall be identified herein and approved by the District prior to their use.

B. Quality Control

All yearbooks shall be carefully inspected for blemishes, defects, or damages prior to shipment. Any book that is defective shall be replaced at no cost to the buyer. Proposers are cautioned that more than one error in the yearbooks could lead to rejection of all books.

C. Consultation Services

The successful proposer(s) shall contact each yearbook advisor each month to determine if visits to schools are required. The publisher's representative shall make consultation calls at least every two (2) weeks when notified of specific needs. Proposers shall provide at least ten (10) consultation calls at no additional costs. Consultation services from any and all subcontractors used by the proposer shall be available to the District. Telephone support shall be provided by all such subcontractors as a minimum standard of assistance.

D. Quantities

Identified quantity requirements are substantially correct. The District reserves the right to adjust the quantities purchased either up or down based on need or circumstances at the agreed upon prices.

E. Deliveries

Deliveries required in this proposal shall be freight prepaid, F.O.B. destination, and proposal prices shall include all freight and delivery charges.

F. Preparation costs

Costs incurred by a proposer in preparation of its proposal, including any travel and personal expenses, may not be charged as an expense of performing any contract awarded as a result of the proposer's submission of a proposal to the RFP.

G. Materials

All materials, supplies, and equipment furnished must be in conformance with the specifications contained within the proposal and will be subject to inspection before and after approval of the District Yearbook Evaluation Team.

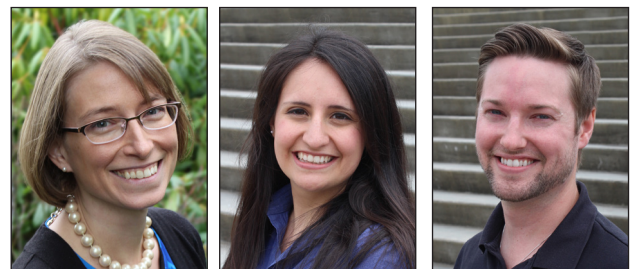
The Herff Jones Management Plan is hereby incorporated in this contract as Exhibit B:5.



HERFF JONES YEARBOOKS AND SEATTLE SCHOOLS

**REQUEST FOR PROPOSAL NO. RFP09903
MIDDLE SCHOOL AND HIGH SCHOOL YEARBOOKS
SUBMITTAL DEADLINE:
NOVEMBER 18, 2019
TIME: 10:00 A.M.**

TOGETHER, WE CAN.



Presented by **JENNIFER GREGERSON, SANDRA DUGGAN AND COY FLETCHER**, representing Herff Jones, A Varsity Achievement Brand



When it comes to yearbooking, we take a personal approach. **WE TEAM UP WITH OUR SCHOOLS** to make yearbook amazing.

Herff Jones, Jennifer, Sandra and Coy promote collaboration between our team and adviser, squaring away **CLEAR OBJECTIVES** sure to meet your school's every need and feed your ideas.

Are you looking for a **LISTENING EAR** when the stress hits? Do your priorities align more with **BUILDING A MOTIVATED TEAM** or **INCREASING BOOK SALES**? Regardless, we are here to help.

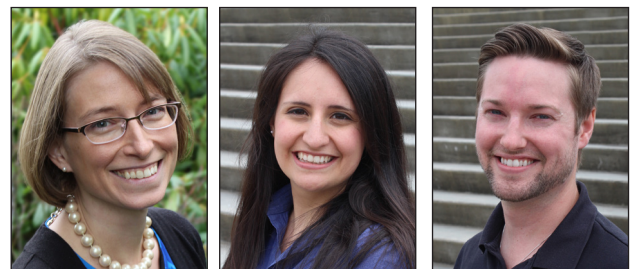
You'll have all of the resources you need to guide **EFFECTIVE YEARBOOK JOURNALISM**. Our curriculum offers instructional exercises for all levels of staffs.

Not only do we offer flexible programming and impeccable service, but we're glad to help **EVERY STEP OF THE WAY**.

We believe in and **PROMOTE THE POSSIBILITIES** brought to life by the yearbook.

Your Herff Jones team is here to **MAKE YOUR YEARBOOK DREAMS REALITY**.

This custom proposal is designed to meet the needs of **SEATTLE** yearbooks and includes features that will help the program grow under the guidance of your advisers as well as additional materials that can help make a difference at **SEATTLE SCHOOLS**.



Presented by **JENNIFER GREGERSON, SANDRA DUGGAN AND COY FLETCHER**, representing Herff Jones, A Varsity Achievement Brand



Yearbook RFP

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Marcel Hauser
Project Manager College and Career Readiness
mehauser@seattleschools.org

The Final Points document contains the combined final point totals for the three vendors. The Exhibit B: Proposal document contains the Herff Jones resume and proposal. The Team Sign-in document is a copy of the sign-in sheet from the vendor review day.

TOGETHER, WE CAN.

Our company is proud of the work we do with individual students, teachers and school communities.

As your team of representatives, we will be your local partner – but there’s an entire support team working for you.

It’s all about finding the best team to create the yearbook and training them in all the skills and processes they’ll need.

Access our frequently updated site, its companion print magazine and our annual collections of yearbook coolness.

It’s easy to plan, stay organized and make needed decisions with helpful tools and resources created by yerds for yerds.

Our Yearbook Order Center handles tasks associated with book and ad sales to eliminate additional work for the adviser.

Consistently themed merchandising materials make it easy for staffers to increase yearbook awareness on campus and off.

Use our powerful design tools to simplify an array of complex yearbook-specific processes, allowing amazing capabilities.

There’s a Herff Jones digital solution or resource for almost every yearbook need (or desire!) you can imagine.

Give buyers two books for the price of one: a hard copy to sign and keep safe and a digital version to share anytime, anywhere.

Your buyers deserve a top quality printed book. Our unrivalled color correction ensures their delight – and your pride.

Take it from others who work with Herff Jones; we have loyal customers.

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COMPANY PROFILE

IT'S WHO WE ARE

Height, shoe size and eye color are written in a child's DNA, but personality is a nature versus nurture debate. It was 1920 in an old firehouse off Capitol Avenue in Indianapolis where Harry Herff and Randall Jones started an insignia company that would bear their names. Celebrating achievement was the company's blueprint, and the corporation grew focusing on recognition, motivation and education. Today Herff Jones has joined with Varsity Spirit and BSN Sports under the larger umbrella of Varsity Brands.

With a mission to inspire achievement and create memorable experiences for young people, Varsity Brands elevates the student experience, promotes participation and celebrates achievement through three unique but interrelated businesses: Herff Jones, A Varsity Achievement Brand; BSN SPORTS, a Varsity Sport Brand; and Varsity Spirit. Together, all three promote personal, school and community pride through their customizable products and programs to K-12 schools and colleges/universities, as well as church organizations, professional and collegiate sports teams and corporations. All are a part of the recognition, motivation and education that is rooted in our DNA and nurtured by our history. Our business has always been about people. That's why we exist. It's who we are.

TOGETHER WE CAN

Like you, we believe in the magic of a healthy school. Day after day, when we're working on campuses, we're proud to offer resources to help you build a stronger community. **For over 100 years, Herff Jones has worked closely with customers in all levels of education to celebrate achievement through graduation products, class rings and jewelry, yearbooks, motivation and recognition tools.**

We know that nothing captures the energy and excitement at your school like a yearbook filled with photographs and achievements. At Herff Jones, we are experts at combining the art of yearbook design and printing with the science of new publishing technologies. We do whatever it takes to support school yearbook advisers and staffs with training, insights and new ways to deliver a product that will stand the test of time.

As a corporate citizen, Herff Jones has a wide selection of ready-to-use, hands-on, motivational and educational programs designed to inspire and acknowledge your efforts. We are the founding sponsor of the Believe in U Scholarship Award, a national scholarship program for deserving student leaders who are nominated by their administrators. Herff Jones has also cosponsored the Journalism Education Association's Yearbook Adviser of the Year program since its inception in 1995.

As a global citizen, one of Herff Jones' primary

objectives is to conduct business in a manner that will protect the environment, as well as the health and safety of our employees, customers and communities.

We are committed to creating products in the most environmentally responsible way without sacrificing quality, price or service.

Our environmental efforts include:

- Recycling more than 2,150 tons of paper and more than 200 tons of aluminum annually; using 10 percent post-consumer fiber paper stocks and 100% recycled material cover board
- Recycling metal cover dies and empty toner cartridges from our plants and offices
- Sending obsolete computers and monitors to certified recycling centers
- Eliminating film by using digital systems
- Using natural corn starch as press powder and organic bindery glue
- Printing with vegetable-based inks
- Receiving regular inspections from outside agencies to ensure we meet and exceed government regulations.

Discriminating schools agree that Herff Jones consistently delivers a product of the highest quality and standards.

RESUMES



JENNIFER GREGERSON

Independent Yearbook Representative
425.239.5241

YEARBOOK REP since 2001

My yearbooks ship on time, so seniors and underclassmen have time to sign their books. My advisers are kept informed of expectations, deadlines and budgets. My yearbook staffs are supported with ideas, training and troubleshooting.

NEW YORK UNIVERSITY YEARBOOK

Lead Editor junior and senior year; designed yearbook cover and layouts; educated staff in yearbook journalism, desktop publishing, organization and coverage; Contributed photography, writing and design; marketed book to student body; earned Journalism minor.

KAMIAK HIGH SCHOOL YEARBOOK

Edited 304 page book, sold to 95% of student body; trained staff in PageMaker and conventional layouts; directed parent ad sales efforts; managed proofs; attended yearbook workshops.

WORK EXPERIENCE

Yearbook Sales

Representative, Herff Jones
2001- Present

Working throughout the Puget Sound assisting yearbook staffs in design, production, and delivery; budgeting assistance; facilitating creative process of theme, cover design, layouts, and copy ideas; teaching yearbook staffs.

EDUCATION

2014 - Masters in Urban Planning from University of Washington

2000 - BA in French Language and Literature from New York University

1996 - Graduated from Kamiak High School with honors



SANDRA DUGGAN

Yearbook Representative
360.620.9423

YEARBOOK REP since 2016

Sandra supports schools and advisors by making sure they know how to use the desktop publishing tools, and that they know their deadlines and their budgets. She also manages our student and adviser workshops.

KINGSTON HIGH SCHOOL YEARBOOK

Sandra was lead editor where she designed spreads, contributed pictures and copy and was responsible for team management.

WORK EXPERIENCE

Teacher 2011-2016

Developed daily developmentally nurturing lessons and activities for children, ages 2-5. Foster relationships with children and their families. Aided in redesigning a spiritually stimulating curriculum for preschool age children, ages 2-4. Managed a monthly schedule and budget.

EDUCATION

2012 - BA in Strategic Communications from Seattle University

2008 - Graduated from Kingston High School with honors



COY FLETCHER

Associate Yearbook Representative
509.540.0525

YEARBOOK REP since 2015

Works all across the region with schools helping them with their designs and supporting the in school internal sales programs.

DAYTON HIGH SCHOOL YEARBOOK

Coy worked on the Dayton Yearbook helping with photography and layouts, as well as working the sales process to get more books in the hands of students.

WORK EXPERIENCE

Associate Senior Living Advisor, A Place for Mom 2014-2015

Developed strong relationships with clients and business partners. Kept accurate records to ensure up-to-date family information and status, as well as maintain accurate sales forecasts. Met and exceeded sales metrics.

Senior Resource Coordinator, A Place for Mom 2010-2014

First point of contact for the family. Assisted Advisors in maintaining a good line of communication while helping to move the family through the sales process.

Sales Associate, Nordstrom 2010

Maintained outstanding customer service when working with clients. Met and exceeded sales goals.

EDUCATION

2011 - BA in Sociology from Evergreen State College

2006 - Graduated from Dayton High School with Honors

PLANT REPRESENTATIVE RESUMES



KANSAS CITY PLANT
2525 MIDPOINT DRIVE, EDWARDSVILLE, KC 66111
[P] 800.255.6287
kansascity@herffjones.com
Joshua Dodge, Customer Service Manager



SUSAN PATTERSON

Custom Service Adviser

SUSAN is available to answer any question about the progress and production of your yearbook pages.

Customer Service Adviser, 2016-present

- Assist school advisers and representatives with all aspects of yearbook production
- Offer technical support of product software programs
- Problem solve, troubleshoot, and manage 250 accounts

Job

- x

Job

- x

Education

- x

CUSTOMER SERVICE ADVISERS (CSA)

Our dedicated support team of customer service advisers concentrate on a much smaller number of schools than our competitors. The CSAs are committed to personal service and know their advisers – and sometimes editors – on a first-name basis. Susan is available by phone or email. She is able to provide personal and responsive service. There are no other teams, no red tape and no confusions. Just call Susan: she knows you and she knows your school. She is available from 7:00 am to 3:30 pm. Susan takes calls from advisers and yearbook staff members.

TECHNICAL SERVICE ADVISERS (TSA)

Getting your questions answered as quickly and efficiently as possible is very important to us. Our Adobe-certified team of experts, available from 5am-8pm, is only a toll-free phone call or email away. If you need more immediate assistance and cannot get to a phone, try using AskMe to “speak” with a TSA right on your computer. And if things just aren’t working the way they ought to, our TSAs can provide remote support through our exclusive ShowMe program where a TSA can work with you on your computer. LaDawn is your one-stop shop for Tech Support. There are no call centers, no supervisors and no layers of management. LaDawn knows the answers, and she’s the one to call. She takes calls from both yearbook advisers and staff.



LADAWN PEAVLER

Technical Service Adviser

LADAWN can assist you with technical questions regarding software and page production.

Technical Support Adviser, October 2007-present

- Exposure to most phases of yearbook production
- Adobe-certified; college courses in computer servicing, database administration, networking concepts, programming
- Customer service experience
- Provide technical support and training to customers, sales representatives and in-plant employees

Herff Jones Yearbook Production, 1998-2007

- Implemented procedures and maintenance schedules for plate imaging
- Trained co-workers in operation and maintenance of computer to plate machines

Education

- Bachelor’s of Computer Science, Stevens-Henager College

SERVICE REPRESENTATIVES

YOUR SUPPORT TEAM

We are proud to partner with our schools. Together, we work to capture and sell an amazing history of the year.



Working with Herff Jones places you in partnership with the printing plant and our team. You can count on us throughout the year to assist in training your staff, implementing new

computer software, brainstorming, designing pages and selling ads and yearbooks. Herff Jones stands behind its commitment to quality service, and we are pleased to offer the following service guarantee to your school:

- Regular monthly scheduled site visits
- Phone, fax and e-mail availability daily
- Knowledgeable assistance from plant personnel
- Ongoing technical and instructional support
- 24-hour online access to account information
- Regular budget updates

OUR BACKGROUND



We encourage the yearbook staff to contact us or your resources at the printing plant at any time when they have questions. We are available by phone or email, as is Susan and LaDawn. Susan

works with a limited number of schools, less than most company customer service advisers, and is always available to help solve problems and provide answers! In most cases, a phone call can be answered in a few hours. If we are in a classroom or meeting, we will return your call as soon as possible. We take calls from both yearbook advisers, editors, and staff members. We check email constantly during the day. We often return emails within the hour, but we guarantee a return by that evening. Contacting Jennifer, Sandra and Coy should never be a problem.



THE TEAM

[F] 866.226.1645

jgregerson@herffjones.com

5400 Harbour Pointe Blvd, J101, Mukilteo, WA

JENNIFER GREGERSON

[P] 425.239.5241

jgregerson@herffjones.com

SANDRA DUGGAN

[P] 360.620.9423

soundyearbooks@herffjones.com

COY FLETCHER

[P] 509.540.0525

soundyearbooks@herffjones.com

ACCOUNT EXAMPLES

We work with a number of schools of similar size to the Seattle Schools.

High Schools ordering more than 1000 copies, with more than 200 pages:

- Kamiak High School
- Emerald Ridge High School

High Schools ordering 500-1000 copies, with 160-200 pages:

- North Kitsap High School
- White River High School
- Port Angeles High School

High Schools ordering less than 500 copies, with 80-200 pages:

- Holy Rosary
- Chief Leschi
- Aces Alternative School

Middle Schools ordering more than 500 copies, with more than 80 pages

- Harbour Pointe Middle School
- Summit Trail Middle School

Middle Schools ordering less than 500 copies, with less than 80 pages

- Glacier Middle School
- Maple Valley Middle School

MANAGEMENT PLAN

COMMUNICATION GUIDELINES

You can reach out to any member of our team with any of your questions. We are here to serve. We coordinate communications by using the soundyearbooks@herffjones.com email. This email goes directly to Jennifer, Sandra and Coy. It helps keep all three of us in the loop, and means that you'll get your question answered

three times faster!

We also readily communicate by text or phone.

JENNIFER specializes in your budget and finance questions, as well as technical troubleshooting and training.

SANDRA specializes in support for your ideas, book production and training.

COY specializes in book sales and marketing, and also provides

support for all elements of yearbook production.

SUSAN can make fixes at the plant for you on pages you have submitted. She can also answer questions about deadlines, specifications, and production questions.

LADAWN is a resource for technical troubleshooting and training.

WORKSHOPS

Through the support and expertise of our team of three yearbook sales representatives, we are able to provide a wide variety of workshop support. You'll appreciate our varied experience and breadth of knowledge. Our team includes Sandra, a former yearbook editor and communications professional, Jennifer, another former yearbook editor and yearbook sales veteran of over 15 years, and Coy, a customer-service oriented sales and service professional. We are joined by manager Doug Williams, former yearbook representative, who is based out of Bellevue.

1 SPRING WORKSHOP Join Sandra, Coy and Jennifer to get a head start on the fall and summer. This workshop is held in Seattle or Bellevue in early May.

CURRICULUM:

- theme and cover design
- goal setting
- organization

2 SOUND YEARBOOKS is the grand finale to our workshop

agenda is Sound Yearbooks, held in mid-July each year. Dates for 2020 are generally in early August at Seattle University. Yearbook staffs leave with a strong foundation in yearbook skills, as well as ideas and work they can use to start their year off right.

CURRICULUM:

- Theme and Cover Development
- Copy and Caption Writing
- Yearbook Technology
- Theme Design Project
- Editors Seminar
- Yearbook Leadership
- Advisers Seminar
- InDesign
- Yearbooks 1
- Yearbooks 2
- Digital Photography

(\$295 resident tuition for students and advisers, \$250 if commuting)

3 WJEA J-DAY Herff Jones representatives and advisers comprise most of the yearbook teaching staff at the Journalism Education Association "Yearbook Day" at the University of Washington in mid-September.

Herff Jones sponsors the Advisers breakfast buffet. Herff Jones schools are encouraged to attend this workshop.

CURRICULUM:

- theme and cover design
- copy and caption writing
- Photoshop tips and tricks
- layout design and graphics
- and more!

(\$15 to JEA, for students and advisers)

4 NEW ADVISERS WORKSHOP

Join Sandra, Coy, Jennifer and fellow new advisers, at the Ravenna Eckstein Community Center, to get all the basics!

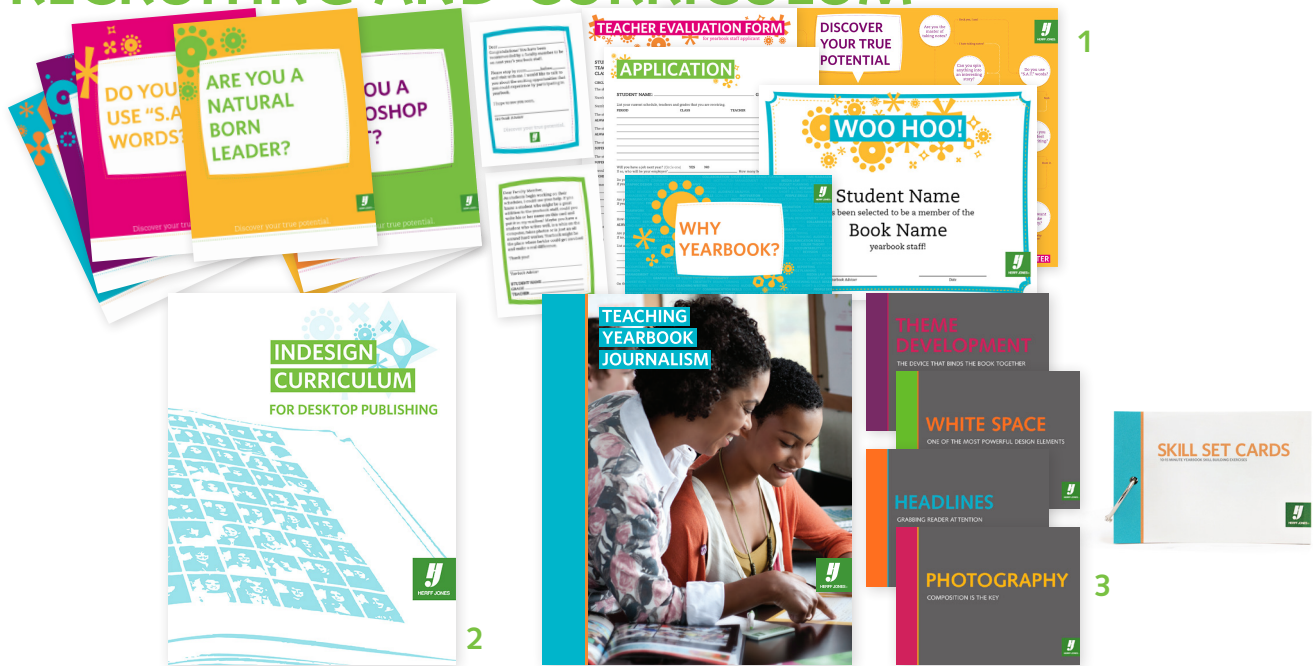
CURRICULUM:

- eDesign and/or InDesign training
- deadline management
- organization and grading

EDUCATIONAL MATERIALS

CLASSROOM ACTIVITIES

RECRUITING AND CURRICULUM



We provide a comprehensive recruiting package as well as instructional materials for new and veteran advisers to help train the staff and bring new ideas into the classroom.

1 TRUE POTENTIAL PACKAGE

is based on the premise that a great yearbook starts with a great staff. Recruiting that staff is a simple, five-step process. Materials help promote the yearbook program, **attract the best candidates and celebrate with the selected students**. Eye-catching posters, games that help students find their yearbook jobs, recommendation forms, applications and more are included to help you find the perfect balance of talents and personalities.

The Why Yearbook? brochure and video provide important information about the educational and professional value of working on a yearbook staff.

2 DESKTOP PUBLISHING WITH ADOBE® INDESIGN®

is a comprehensive guide to yearbook design using InDesign which contains specific activities and **hands-on lessons** to help students master the program. The booklet comes with a CD that includes the page elements necessary to complete the lessons. Students can evaluate their work by comparing it to the samples shown in the booklet. Fact sheets also provide information for InDesign tools, palettes, keyboard shortcuts, indexing and panel pages.

3 TEACHING YEARBOOK JOURNALISM

, available in both adviser and student editions, teaches yearbook basics, copywriting, coverage, design and photography. Flexible lesson plans allow you to follow the curriculum as is, or adapt the order to fit any teaching style or class schedule. The lesson plans are accompanied by **assignments, activities, worksheets, rubrics and grading guidelines**. The 16 PowerPoint presentations reinforce the concepts covered in the lesson plans. Skill Set cards condense additional lessons into brief activities for clubs or class starters. Whether you are a brand-new adviser looking for a place to start or a veteran looking for ideas, this program will meet your needs.

PROMOTIONAL & YEARBOOK SALES SUPPORT

WE'RE IN IT TOGETHER.

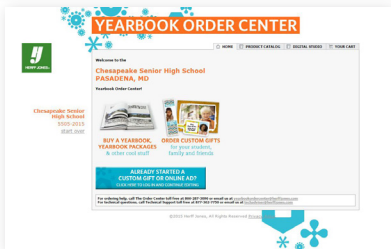
ONE YEAR. ONE BOOK. LAST CHANCE TO PRESERVE IT ALL.

ORDER YOUR 2016 SAMPLE HIGH SCHOOL YEARBOOK TODAY!

A yearbook is a keepsake, a treasured time capsule of youth. It transcends distance and generations to capture the names and faces, events and places that make this year memorable. With the future comes a discovery of the past, and that's when photographs and stories become precious.

While social media helps them stay in touch with friends now, the yearbook will help them remember these friends—and this year—forever. Don't miss out. ORDER TODAY!

ORDER & PAYMENT DUE BY: JANUARY 19, 2016
SCHOOL ORDER NUMBER: 1234
Please have this number handy when you order by phone or online.



Wendy Luu
Congratulations on graduating from high school, Wendy! We are so proud of you!
Forever and always,
Mom and Dad



My friends,
I will always cherish lunch period with our crew. Stay out of trouble!
Pencil, Beagan



Cora Minelli
It seems like only yesterday that you were wearing pajamas and playing in the sandbox in our backyard...



It's so hard to believe you are all grown up! We love you and are so proud. Can't wait to see what you do next!
Much love,
Nana and PopPop

SALES ASSIST

offers schools a boost to their yearbook sales program and allows the adviser to consider the unique needs of their school. You'll have the ability to create a PDF to use electronically (as an email attachment) or in print (as a handout in homeroom or at an event). The Yearbook Order Center will also create and email a customized flier to anyone who hasn't already purchased the book as a result of the school-run sales promotions. Parents can pay using a credit card or check.

YEARBOOK ORDER CENTER

allows schools the opportunity to accept payment for the yearbook and/or ads using an electronic check or credit card via a toll-free number or online at yearbookordercenter.com. All sales are recorded for your easy access and reporting within Herff Jones eBusiness.

ONLINE AD CREATION

Many schools have discovered the advantages of offering parents the opportunity of purchasing ads recognizing their students in the yearbook. Not only do tribute ads generate income for the yearbook staff to create the book of their dreams, they give parents – and their honored students – a sense of ownership in the yearbook. Using our online ad creation program, parents can customize school-selected templates with their own text and images. The school receives a finished file to be placed on the ad pages. Creating ads has never been easier for parents or the yearbook staff.

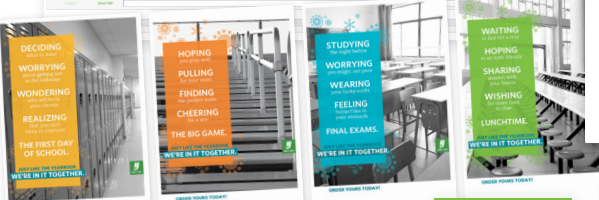
eBUSINESS

is Herff Jones' web application that allows customers to track in-school and online yearbook and ad sales, print receipts and reports, manage personalization and accessory options.

Order #	Order Date	Order Type	Order Status	Order Total	Order Subtotal	Order Tax	Order Shipping	Order Handling	Order Payment	Order Refund	Order Cancel	Order Void
1000000001	2015-12-15	Yearbook	Completed	100.00	100.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00
1000000002	2015-12-16	Yearbook	Completed	200.00	200.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00
1000000003	2015-12-17	Yearbook	Completed	300.00	300.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00
1000000004	2015-12-18	Yearbook	Completed	400.00	400.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00
1000000005	2015-12-19	Yearbook	Completed	500.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00

YEARBOOKS ON SALE

BUY YOURS TODAY!



BUY YOUR YEARBOOK NOW

SHARING memories with friends for ever.

YOU, YOUR SCHOOL, YOUR FRIENDS, YOUR ACTIVITIES, YOUR MEMORIES IN YOUR YEARBOOK. RESERVE YOUR COPY NOW!

Sample High School Sabre
See a yearbook staff member or call 1.866.287.3096



YearbookOrderCenter.com

1.866.287.3096

YES! I'M IN.

ORDER YOUR YEARBOOK TODAY.

BEST DAY EVER

YEARBOOK



BUDGET TRACKING

NO GUESSES BUDGETING

We're part of a team, and a hallmark of a great team is good communication. Our regular budget updates will keep you up to speed and clear on your order. I am sensitive to the numerous budgetary concerns that face yearbook advisers. That's why regular and accurate budget updates are a priority for me. I will issue a budget update each month or each time a school makes a change to their book specifications, whichever is more frequent. I bring in or email in the budget. This way, all interested parties can be kept informed easily. You'll find that you are more aware of costs working with me than with many other companies.

Printing Agreement 800 All Color, 500 Copies, 208 Pages

Cover	
Quantity	Description
500	Squarebacked, Vista Silkscreen with two inks applied with Cover Proof 4-C (8.5" x 11" Laser)
Endsheet	
Quantity	Description
1	Printed in Black, Different Design Front and Back
1	Endsheet Proof 4-C (8.5" x 11" Laser)
1	Vibracolor
Paper	
Quantity	Description
850	80# Gloss
Proofs	
Quantity	Description
1	Self Proof (eDesign)
Copies	
Quantity	Description
1	Multi Year Award 15 Free Copies for customer loyalty

Printing Agreement Total \$10,000.00

Additional Items

Cover		Quantity	Description	Price
		850	Standard Foil Stamping, Per Color/Level (Cover)	\$1,062.50
		850	Standard Foil Stamping, Per Color/Level (Cover)	\$1,062.50
		1	Cover Proof 4-C PDF (included)	
		1	Cover Reproof (1st)	
		1	Cover Reproof (2nd)	\$50.00
		1	Cover Reproof (3rd)	\$100.00
		1	Custom Foil Dies	\$1,800.00
		1	Creative Artwork	\$200.00
		1	Full Color Litho Cover, due 11/1	\$1,400.00
			Cover Total	\$5,675.00
Proofs		Quantity	Description	Price
		1	eDesign Page Return	\$27.50
			Proofs Total	\$27.50
Pages		Quantity	Description	Price
		1	Add 16 pages, total of 224 pages	\$4,280.00
			Pages Total	\$4,280.00
Copies		Quantity	Description	Price
		1	Add 350 copies, total of 800 (\$19.09)	\$6,681.50
			Copies Total	\$6,681.50
Discounts		Quantity	Description	Price
		1	Seattle District Discount	-\$1,500.00
			Discounts Total	-\$1,500.00
Other		Quantity	Description	Price
		2	eDesign Correction to Pages 6, 12	
		1	Silver vibracolor endsheets	\$340.00

Additional Items Total \$15,504.00

Estimated Herff Jones Printing Expenses \$25,504.00

COMPUTER PROGRAMS & TECHNICAL SUPPORT

DESKTOP SUBMISSION

We fully support Adobe® InDesign®, the leading desktop page creation program. Students learn real-world software that will prepare them for college, careers and beyond. Herff Jones has kit resources, InDesign extensions and downloadable tools that will make life in the yearbook room much easier.

PAGE SUBMISSION SUPPORT

- All layouts are created on the Herff Jones submission template using Adobe InDesign.
- Photos may be placed with the Herff Jones Image In extension or Adobe Photoshop®. Photos may also be submitted to the plant as hard copies for scanning.
- Templates, pre-designed layouts and artwork libraries are available to aid in creating yearbook pages.
- A **font collection** of more than 650 Postscript and Open Type fonts is provided at **no charge** to the school.

PORTRAITS

- The staff may place images onto their layouts with HJ Panel Builder.
- The plant will also flow photos and names as requested onto layouts designed by students or Herff Jones.

ePAGE

- We support online submission of InDesign pages. ePage reserves space on the Herff Jones server for your school to upload your files for each deadline.

ePROOFS

Our eProofs feature in ePage allows you to receive your electronic page proofs as quickly as possible. You can download your proofs right from our secure website or we can send your proofs on CD. You see finished pages with photos in position. You make the corrections and control the final content.

HJ PLANNER

- Use the HJ Planner wizard to enter sections and topics, apply deadlines, identify color or spot color

pages and assign staff members. Export ladder information to the HJ Planner Assistant to create the templates for every spread of your yearbook. Print several ladder formats and lists of staff assignments with this highly effective planning tool.

HJ EXTENSIONS

Our InDesign extensions are designed specifically to aid in the production of your yearbook pages:

- HJ Panel Builder calculates the number of pages, builds the photo frames and flows portraits around candids, sidebars and text.
- HJ Layout Builder can place any of the GO! Design layouts onto a Herff Jones page template.
- HJ Image In allows quick placement and cropping of photos into layouts. After selecting an image, you can crop, scale and adjust the photo right on your layout.
- HJ Flip Layout turns one layout into four by quickly flipping your design vertically, horizontally or both. You may flip the entire spread or just selected elements on one or both pages.
- HJ Index Builder creates your entire index in three steps. Even if you choose not to include an index in your book, you can import a Master List of names and use the coverage filter in HJ Index Builder to verify that all students are included.
- HJ Name Check makes it easy to locate the correct spelling of student names and insert into captions or copy.
- Not to worry if you are using an earlier version of InDesign, as we have plug-ins and templates available on our yearbook website to support previous versions.

HJ COVER DESIGNER

HJ Cover Designer lets your staff select a professionally designed Herff Jones cover and test-drive different base materials, inks, foils and mascots. You may save the various covers you create or print thumbnails to preview offline.



ONLINE SUBMISSION

Work on your yearbook pages any time, anywhere using our browser-based, award-winning, online page creation tool. Simple yet powerful and created with the end-user in mind, eDesign offers all the choices you need, packaged into an easy-to-manage format.

eDESIGN

- No need for you to buy or install new software.
- Submit images from digital cameras, photo CDs or send photo prints to your plant to be scanned and uploaded. You can even upload images from a smartphone using Herff Jones eShare!
- Submit double-page spreads or single pages.
- **Spell check on the fly, including student names using Master List.**
- Use the Master List to tag images with the names of the students.
- The Coverage Report monitors which students have low, adequate or overexposed coverage in your book, and how that relates to who has bought a yearbook or an ad.
- Move pages around in the eDesign ladder and the remaining pages adjust.
- Use the Library to organize images, artwork and templates.
- Design custom covers and endsheets.
- Preserve the integrity of your yearbook designs with the lock and unlock page elements features.
- Simplify the process of flowing, correcting and re-flowing your student portraits.
- Check pages for missing or incorrectly placed elements before you submit them.
- Access the most common shortcuts with Key Commands.
- Create a great looking book with the professionally-designed GO! Design layout, pop-in and art collections.
- Add and change custom page background colors, or use images.
- Take advantage of the built-in Image Editor to apply interesting effects like Cut Out Background, Colorsplash or Duotones to your candid images, or just reduce red eye.
- Preserve the great layouts from this year's book as templates for next year's book with Save It Forward.
- Use the dynamic and searchable Help feature to answer questions.
- Use practice pages to experiment with different layout ideas.
- Keep certain pages and images secret, such as hall of fame or staff dedication pages.
- Jump from page to page within the book.
- Utilize industry-leading text features including

hundreds of fonts, text wrap, text on a path and photo in text.

- Use Index Builder to scan all possible index entries in your book, then ignore, edit, add or reconfigure entries as needed before they are flowed onto the page.
- Send and Sell allows you to use book sales data, ad sales data and coverage data to direct market yearbooks and ads to selected audiences, thus enhancing your overall marketing efforts.
- Use the Cover Designer to create your own lithograph cover, or import in the cover you've created outside of eDesign to display on your ladder.

PROOFS

- Create your own PDF proofs and eliminate mailing time between your school and the plant.

SMART TEMPLATES

- Change design disasters into beautiful spreads with Smart Template's simple drag-and-drop action.
- Try different looks by replacing one GO! Design layout with another. Smart Templates work with custom-designed eDesign templates too!
- Move photos around page layouts with the click of a mouse using Smart Template's Image Swap option.



VERSION 1



VERSION 2



VERSION 3



VERSION 4

COMPUTER PROGRAMS & TECHNICAL SUPPORT

DIGITAL POSSIBILITIES

Technology changes daily. We all want the latest gadget that allows us to do it better and faster. Herff Jones is a leader in state-of-the-art yearbook technology.

Herff Jones was the first yearbook company to implement 100 percent digital pre-press workflow, the first to offer fully-editable proofs over the internet and the first to provide schools with a program for 100 percent digital submission of materials for production. We utilize CTP (Computer to Plate) direct-to-plate technology, PDF workflow, Color Management, etc. We continue to remain on the cutting edge of advancements in the yearbook industry so we can provide you with complete support, prompt turnaround and problem-free production that result in yearbooks of the highest quality.

Our company is constantly taking advantage of the newest technology to produce the best yearbooks possible. Your digital yearbook pages are output via high-resolution computer-to-plate systems for perfect registration and the sharpest reproduction possible. Each page is carefully proofed for quality control throughout the production process. We provide our customers with the best of both worlds by combining the latest technology with the expertise of our experienced personnel.

GET DIALED IN ON YEARBOOK ACCESS

+ONE APP

In addition to the printed volume, yearbook buyers now have access to a complete digital version that's accessible from most smartphones and tablets. Plus One is available at Google Play and in the iPhone App Store.

EASY TO ACCESS: Simply use your existing Herff Jones credentials to log in and set up your online site.



Online updates from your plant will keep you informed about the status of your yearbook. Your password-protected website will tell you what pages have been received, what pages are out on proof, whether your deposits are paid and more. Log in whenever or wherever it's convenient. A single log-in provides access to production and business information, eDesign, eShare, ePage, eProof and eService. You can even email your customer service adviser, technical service adviser or rep directly from the website.

eSHARE



eShare allows everyone on campus and members of the community to submit digital images for possible inclusion in the yearbook. Images and caption information are uploaded to a secure website for your school. This is an easy way to collect great images for the yearbook and create excitement about the yearbook in both the school and the community. Anyone can download HJ eShare, the industry's first smartphone app, from their phone's App Store, and start uploading images today. Parents and students can take photos at school events with their smartphones and upload them immediately to the yearbook staff.

SO MANY POSSIBILITIES: Use an announcement of the digital version to entice hard copy yearbook sales now, promote a campus-wide distribution or release the digital version after they've had time to savor and sign the printed piece and simply want a digital version to share with friends.

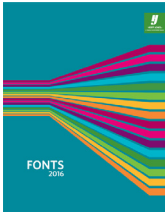
YOU'RE IN CONTROL: You set the "go-live" date to allow students access to the digital version when it makes sense at your school.

PERFECT COMPANION: Any student who has already purchased a yearbook will have access to the digital version as long as student IDs and buyer names are current in eBusiness.

YEARBOOK PRODUCTION TOOLS

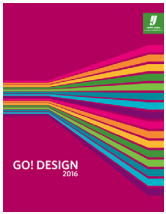
INCLUDED IN YOUR KIT ALL ITEMS FREE

These items will assist you in creating the cover, endsheets and pages of your yearbook.



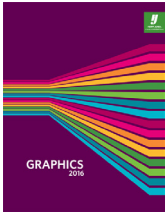
FONTS

This booklet displays more than 650 fonts that you can use free of charge to create your yearbook pages. For InDesign users, the fonts are available for download and included on the Software DVD. eDesign users will find them in Book Setup.



GO! DESIGN

This booklet contains information about Herff Jones cover designs and our GO! Design program which provides 14 predesigned book styles and hundreds of interchangeable page elements for added design flexibility.



GRAPHICS

This booklet shows the graphics available for use in eDesign or InDesign. From page borders and backgrounds to stylized headlines and mascot art, there are thousands of options to enhance your yearbook pages.



SAMPLE SIGNATURE

The 16-page signature is folded and untrimmed with color printing on one flat and black and white on the other flat to assist you in planning the affordable use of color in your book and to help you explain and show how the pages of your book are printed.



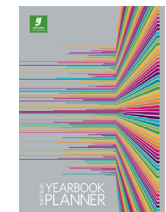
WORLD YEARBOOK SAMPLE

This 16-page supplement covers the biggest news, sports and entertainment stories of the year. The magazine can be sewn in if ordered for every book, or sold with an adhesive strip attached so buyers can place them into their own yearbooks.



AUTOGRAPH SUPPLEMENT

These four-color, eight-page supplements can be ordered and sewn into every book or purchased individually with an adhesive strip so buyers can place them into their yearbooks. Consider selling autograph supplements as a fundraiser on distribution day.



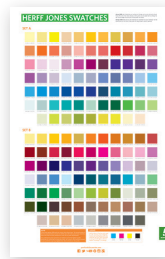
YEARBOOK PLANNER

This colorful planner will help you stay organized as you create your yearbook. Helpful, yearbook-specific tips are included for every month. Some non-traditional holidays are listed in case you find yourselves in need of a celebration!



LADDERS

The large wall ladder and smaller desk ladder are marked in spreads, flats and signatures to help you chart your path to a completed yearbook.



COLORS POSTER

The color blends available in InDesign and eDesign are displayed to give you a printed reference for the colors you see on your computer screen. The back of the poster features palettes inspired by 25 vibrant images. The GMYK equivalents are shown so the colors can be added for use in your book as well.

AVAILABLE ONLINE



TECHNOLOGY

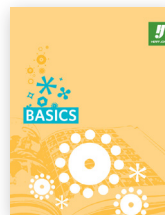
This booklet provides instructions for staffs using InDesign to create their yearbooks. Download the PDF file at yearbooks.biz > Resources > Manuals.



BUSINESS

All the information you need to conduct a successful yearbook sales campaign is available here. Explanations of the book sales materials shown on the opposite page and suggestions for their use are included. Download the PDF file at yearbooks.biz > Resources > Manuals.

AVAILABLE TO ORDER



BASICS

This booklet provides information on yearbook planning, journalism and staff organization. Contact your CSA, or use the form on the back of this brochure to fax your order to the plant.



LAYOUTS

This booklet shows the collection of more than 250 yearbook designs available through HJ Layout Builder. Contact your CSA, or use the form on the back of this brochure to fax your order to the plant.



SOFTWARE DVD FOR INDESIGN USERS

This DVD contains templates, plug-ins, color palettes, fonts and more. Order the disk or download all the components at yearbooks.biz > resources > HJ Software > Log In > 2016 HJ Software.

YEARBOOK STAFF RECRUITMENT ITEMS WHY YEARBOOK? BROCHURE

This brochure provides parents, administrators and guidance counselors with important information about the benefits of being part of a yearbook staff. Sold in packages of 25. \$25/25 brochures

PAGE PRODUCTION SUPPLIES CROPPING PENCILS

The Cropping Pencil is a soft pencil used to mark photos for cropping. Five Cropping Pencils are included in Your Kit. \$1.00

PICA RULER - 12 AND 18 INCH

The 18" Herff Jones Pica Ruler is a clear, plastic ruler that has both pica and inch markings. The 18" ruler has cut-out areas designating commonly used point sizes and is imprinted with the Herff Jones logo. \$1.35 or \$0.45

QUICKPANEL PLUS HIGHLIGHTER

This tri-color marker is an easy and convenient way to indicate changes on the QuickPanel Plus Directory Proof. May be ordered in reasonable quantities. Free

PHOTO ASSIGNMENT PADS

Photo Assignment Sheets are used by the yearbook editor to give photo assignments to staff photographers. 25 sheets per pad. Free

CELEBRATE POSTER

Celebrate yearbook with this eye-catching 22" x 34" poster. Free

COPY MAILERS AND ENVELOPES

Use this tyvek Copy Mailing envelope to mail your deadline to your producing plant. Free

PAGES ENVELOPE

Pages envelopes are envelopes used to submit all

materials (photos, type, layouts and artwork) for each complete spread. Staff members record information about their school and instructions to the producing plant on the outside of the envelope. Free

PICTURE STICKERS - EDESIGN

These picture stickers are for submitting prints that are to be scanned and uploaded for eDesign users. Free

ART BOARD

Art Board, available in size 700, 800 and 900, is a large, sturdy board which is to be used for all original artwork for the yearbook. Free

QUICK KEYS MOUSEPAD

Whether you use eDesign or InDesign, those quick key short-cuts (along with your TSA hotline information) will be easy to find. It is the most useful way to keep this essential info at hand. The fabric-top pad is 6x8." \$2.45

REPORTER'S NOTEBOOK

Get quotes, jot down ideas, sketch layouts, create to-do lists and so much more with this great 4" x 8" notebook. Available individually or in packs of 12. \$1.50 each or \$17.50/12

CELEBRATE MINI CERTIFICATES

Recognize achievements by your yearbook staff with the colorful Celebrate Certificates. Templates for Adobe® InDesign® and MS Word can be found in the Resources > Templates/Palettes section. \$5/15

NOTE CARDS

Keep staff motivated and feeling successful with these colorful cards. Display them around the room or give them as rewards for a job well done! Packs of 20 include four of each design. \$5

POLICIES AND PROCEDURES

GENERAL TROUBLESHOOTING

We encourage every adviser to keep us apprised of their needs. Problems do arise, and these usually are related to hardware, software or network issues. When there is a problem, we stick with you until it is resolved. This might mean additional visits, or a few calls to LaDawn, but we will pursue a solution until we find it! We have often counseled advisers on such problems as copyright, libel, obscenity, staff interpersonal relations, staff management, and other issues that seem to crop up when producing a product that people care so deeply about.

People in our plant, though not legally required to do so, often notice problems of questionable material or an inaccurate caption, and pass this on to the customer service adviser, who will call our team or the school.

GUARANTEE/WARRANTY SERVICE (REGULARITY AND TIMELINESS)

Your deadlines and ship date are a mutual agreement and expectation. We have never delivered a book late, as long as you generally meet your deadlines, within several weeks or at least 1-2 months.

DELIVERY SCHEDULES

Deadlines will be determined by advisor and representative during first month of school. We will happily make adjustments to fit your calendar.

PROPOSED SCHEDULE

208-244 Pages

- May 21 ship date (move deadlines out one week for May 28 ship date)
- November 23
- December 21
- February 15
- March 7
- April 11

80-204 Pages

- December 21
- February 15
- March 7

64-76 Pages

- April 4

Spring Supplement:

- May 9 for May 21 ship date, arrival May 27
 - May 16 for May 28 ship date, arrival June 3
- expedited shipping available for actual FedEx or UPS cost

Spring Supplement Offset Litho

- 2 week turnaround plus 1 day delivery.
 - May 11 would provide May 26 delivery
- special expedited printing time available at no additional charge upon request*

COLLECTION AND ACCOUNTING OF ALL MONEYS

Our corporate lockbox in Chicago collects payments sent in, and corporate credit department in Indianapolis tracks your payments. Your local support team and your in-plant Customer Service Adviser can track this information. You will also find it available on the YearbookAccess.com website.

SPECIAL ORDERS SERVICE REQUESTS

We look forward to fulfilling special orders and service requests. We enjoy meeting your needs, which may change from year to year, depending on your staff and experience.

REFUND POLICY/PRACTICES & ADJUSTMENT POLICY, INCLUDING A RETURN OF DAMAGED BOOKS

In a project with the complexity of a yearbook, occasionally there are problems which merit an adjustment on behalf of the school. Since no two people look at a resolution of these problems the same, it is essential that Jennifer plays a vital role in resolving the problem between the school and the plant.

We are here to serve you and will endeavor to make your year go well, from start to finish!

The first step is for the adviser to clearly identify the problem and propose what he or she feels is a fair adjustment. The plant is then apprised of the situation and may accept the proposal or make a counter offer. Occasionally at this point we can step in and suggest a middle ground, or sometimes the process may take a few more steps in the negotiation.

Money can be deducted from the school's bill for an adjustment. In the past, we have noticed the plant tends to be more generous in giving extra color or a similar "enhancement" on the following year's yearbook as an adjustment, and everyone wins!

Our return policy for damaged or imperfect books is simple. A variable number of overrun copies is sent with your yearbook order (up to 25 copies). These are meant to be replacements for damaged books. The overruns, if not sold or used, or the damaged books in their place, can be credited back by sending them to the plant. We provide the credit after we receive the ripped out front page of the book (no need to ship back the entire book). If a school finds that there are more damaged books than overruns (which would be very unusual), we can talk about options: see the adjustment policy. We would negotiate on a credit for those particular books or a credit for book items for the next year.

SPECIAL OFFERS

COLOR PROGRAMS

EXPECT THE BEST: COLOR PLUS QUALITY

Color Plus technology helps your yearbook pictures look their very best. In the industry, only Herff Jones enhances individual photos, not batches or flats for your book. We believe readers deserve true skin tones, balanced color and optimal contrast. Best of all, Herff Jones provides this service at **no charge** to our customers.

COLOR PLUS

It all *adds* up to
Enhance the memories

PRICING

Vendor Name: Herff Jones

PLEASE NOTE: Attachment 2 must be returned by the proposer in the submittal.

Proposers may submit for the following:

1. Proposals for all high schools and middle schools
2. High schools only
3. Middle schools only

High Schools:

- Ballard
- Cleveland
- Franklin
- Lincoln
- Garfield
- Nathan Hale
- Ingraham
- Rainier Beach
- Roosevelt
- Chief Sealth
- West Seattle
- The Center School
- Nova
- Middle College
- Interagency
- Cleveland
- South Lake

1. HIGH SCHOOL YEARBOOK BOOK PRICING

Standard Pricing and Quantity:

	<u>Quantity</u>	<u>Unit Price</u>		
		208p Color	208p BW*	44p Color**
Basic Book	500	23.00	20.50	15.68
	Less than 500	34.00	30.30	25.00
Additional copies ***	1 – 50	25.00	19.00	25.00
	51 – 100	25.00	19.00	22.55
	101 – 200	25.00	19.00	20.41
	201 – 300	25.00	19.00	18.03
	301 – 400	25.00	19.00	16.64
	401 +	25.00	19.00	16.11

Special Pricing and Quantity: ***Includes 48 pages color and 160 pages black and white**

****Deduct \$6.64 from 44p color book for soft cover**

*****Cost shown is for additional copies above 500, except 44page book, which shows costs under 500**

	<u>Quantity</u>	<u>Unit Price</u>		
Basic Book (Total Order)	1 – 50	208p Color	208p BW	44p Color
	51 – 100	min. order with more than 100 pages is 100 copies	\$88.00	\$82.00 \$22.55
Late page charges:		none, see <u>policy below</u>		

Late page policy:

COMPUTATION OF LATE DAYS FOR NON-FINAL DEADLINES

• Late days will be computed using the following formula for each submission of copy:

(Total Pages Submitted / Total Pages Due) x Number of Late Days = Total Late Days

• **Late Days Example for deadline of 64 pages:**

Rcvd 8 pages 8 days early (8/64) x -8=(1) Late Days

Rcvd 24 pages 16 days late (24/64) x 16 = 6 Late Days

Total Deadline Late Days = 5 Late Days

Total Late Days for any deadline cannot be calculated until all pages due are received.

LATE ALLOWANCE FOR PURPOSES OF RESCHEDULING

An allowance of 14 cumulative late days on non-final deadlines has been programmed into the plant production cycle. Fourteen or fewer cumulative late days on non-final deadlines will result in 0 days rescheduling. The rescheduling policy becomes effective after 14 non-final late days. The late allowance does not apply to final deadlines as plant production by that stage is committed to a tight ship date schedule. Late days on final copy will result in rescheduling.

RESCHEDULING

Rescheduling of a ship date is a serious action taken by the plant as a result of the customer’s failure to submit copy or proofs to the plant on time or as a result of late arrival of specifications to begin production. We work in partnership to identify the best day for delivery in that situation, and work hard to meet calendar needs of the school.

Additional Options and Pricing:

	<u>Unit Price</u>
Option 1 – Additional Blank pages in book (4 pages)	<u>\$800*</u>
Option 2 – Additional Printed pages in book (4 pages)	<u>\$1000</u>
Option 3 – Additional pages of four color process (8 pages)	<u>\$2000</u>
Option 4 – Additional pages of four color process (16 pages)	<u>\$4000</u>
Option 5 – Additional pages black & white (4 pages)	<u>NA</u>
Option 6 – Additional pages black & white (8 pages)	<u>NA</u>
Option 7 – Additional pages black & white (16 pages)	<u>NA</u>
Option 8 – Additional art for cover and endsheets	<u>\$65/hour</u>

List other options with pricing:

Cover options:

additional silkscreen: \$1.00 per copy

Full Color Litho Due October 1: \$1100

Kivar Base: \$1.25 per copy

Foil: \$1.25 per copy

End sheet options:

Additional litho ink: \$500

Full Color Litho Due October 1: \$1100

Different front and back, add: \$400

Blind embossed: \$1.00 per copy, plus die cost

Page Stock options:

100# \$1.70 per copy

100# for one signature in book: \$0.50 per copy

Fold-outs and tip-ins:

Tipped by Herff Jones, between signatures: \$1.00 per copy

Tipped by Herff Jones, other location: \$1.20 per copy

Kleenstick for school placement; \$0.20 per copy

8 page gatefold folding: \$1.00 per copy

Supplements:

***8 page autograph supplement available for \$0.75 per copy**

500 copies, 8 color pages supplement: \$1400

Additional options not listed above, such as name stamping, with pricing:

Namestamps: \$3.15 per book

Nameplates: \$5.00 per book

UV Gloss: on one flat of 8 pages, on front cover, or on endsheets: \$1.00 per copy

Middle Schools:

- Denny
- Eckstein
- Hamilton
- Aki Kurose
- Madison
- McClure
- Mercer
- Washington
- Whitman
- Meany
- Robert Eagle Staff
- Addams

2. MIDDLE SCHOOL YEARBOOK PRICING

Standard Pricing and Quantity:

	<u>Quantity</u>	<u>Unit Price</u>
Basic Book	500	<u>7.50</u>
	Less than 500	<u>8.50</u>
Additional copies	1 – 50	<u>8.50</u>
	51 – 100	<u>8.50</u>
	101 – 200	<u>8.50</u>
	201 – 300	<u>8.50</u>
	301 – 400	<u>8.50</u>
	401 +	<u>8.50</u>

Special Pricing and Quantity:

	<u>Quantity</u>	<u>Unit Price</u>
Basic Book (Total Order)	1 – 50	<u>22.50- there is a minimum order of 50.</u>
Late page charges:		_____

Late page policy:

LATE ALLOWANCE FOR PURPOSES OF RESCHEDULING

An allowance of 14 cumulative late days on non-final deadlines has been programmed into the plant production cycle. Fourteen or fewer cumulative late days on non-final deadlines will result in 0 days rescheduling. The rescheduling policy becomes effective after 14 non-final late days. The late allowance does not apply to final deadlines as plant production by that stage is committed to a tight ship date schedule. Late days on final copy will result in rescheduling.

RESCHEDULING

Rescheduling of a ship date is a serious action taken by the plant as a result of the customer’s failure to submit copy or proofs to the plant on time or as a result of late arrival of specifications to begin production. We work in partnership to identify the best day for delivery in that situation, and work hard to meet calendar needs of the school.

Additional Options and Pricing:

	<u>Unit Price</u>
Option 1 – 100 lb hard cover, Smythe sewn, endsheet 65# colored undecorated	included
Option 2 – Additional blank pages in book (4 pages)	<u>\$400</u>
Option 3 – Additional printed pages in book (4 pages)	<u>\$600</u>
Option 4 – Additional pages of four color process (8 pages)	<u>\$1200</u>
Option 5 – Additional pages of four color process (16 pages)	<u>\$2400</u>
Option 6 – Additional pages black & white (4 pages)	<u>\$500</u>
Option 7 – Additional pages black & white (8 pages)	<u>\$1000</u>
Option 8 – Additional pages black & white (16 pages)	<u>\$2000</u>

List other options with pricing:

Cover options:

additional silkscreen: \$1.00 per copy

Full Color Litho Due October 1: \$1100

Kivar Base: \$1.25 per copy

Foil: \$1.25 per copy

End sheet options:

Additional litho ink: \$500

Full Color Litho Due October 1: \$1100

Different front and back, add: \$400

Blind embossed: \$1.00 per copy, plus die cost

Page Stock options:

100# \$1.70 per copy

100# for one signature in book: \$0.50 per copy

Fold-outs and tip-ins:

Tipped by Herff Jones, between signatures: \$1.00 per copy

Tipped by Herff Jones, other location: \$1.20 per copy

Kleenstick for school placement; \$0.20 per copy

8 page gatefold folding: \$1.00 per copy

Supplements:

***8 page autograph supplement available for \$0.75 per copy**

500 copies, 8 color pages supplement: \$1200

Additional options not listed above, such as name stamping, with pricing:

Namestamps: \$3.15 per book

Nameplates: \$5.00 per book

UV Gloss: on one flat of 8 pages, on front cover, or on endsheets: \$1.00 per copy

3. SPECIAL SERVICES

Please indicate the charge, if any. Be sure to mark “NC” for “No charge” when appropriate.

	B & W	Color
A. Repetitive use of picture	<u>NC</u>	<u>NC</u>
B. Ghosting print	<u>NC</u>	<u>NC</u>
C. Outline silhouette	<u>NC</u>	<u>NC</u>
D. Use of folio art	<u>NC</u>	<u>NC</u>

Proposer will furnish a list of proposed prices or transaction fees for all services/materials, including those listed above. The price schedules shall include all costs associated with providing yearbooks for the term of the contract. Any increases in pricing during the duration of this contract(s) will be mutually agreed upon in writing between the District and the vendor and shall be clarified specifically in the winning contract. Proposer(s) are not to include sales tax.

Please attach any company policy regarding mixing such special effects as screens, rule lines, and rule lines butted to photos if different than indicated above.

Proposer must describe in detail the total package to the District.

4. OVERTIME CHARGES

In the event that the school does fall into deadline problems, indicate charge for putting the school back on its original shipping date. **Please be specific.**

We do not charge “overtime.” We have never delivered a book after the seniors’ last day, even with numerous late days.

In addition, please indicate whether schools are allowed to make up for late pages. Specifically describe your program.

You can always make up late days, except for the final deadline. Just turn in some pages early, and you'll earn credit.

With all books, deadlines are established based on mutual agreement.

5. CURRICULUM PROGRAMS

Please describe and submit examples of curriculum programs offered. Indicate cost of programs:

- A. **How to Yearbook the HJ Way; 12 freestanding modules built around topics advisers find important. Additional content available at www.learnYBK.com.** 10 copies free, additional \$20 per set
\$ _____
- B. **Online edesign and InDesign Tutorials and Videos** \$ **free** _____
- C. _____ \$ _____
- D. _____ \$ _____

6. MERCHANDISING PROGRAMS

Please identify merchandising materials available to schools, and the associated costs.

- A. **A. Posters, campaign materials, etc for in-school sales** \$ **included** _____
- B. **B. SALES ASSIST 2021- free email series, plus template Announcement Flier to notify students about sales. Parents/ students can buy yearbooks by mail, phone or over our secure website using a check, money order, eCheck. School is encouraged to use Herff Jones marketing materials such as traditional sales posters, custom merchandising posters, flair, stickers and signs. Sales are all visible online at eBusiness.** \$ **included, no fees** _____
- C. _____ \$ _____
- D. _____ \$ _____

C. **Online Ad Creation for parents to design and submit ads** fee to parent: 10% of the price of the add, or a minimum of \$1.50

7. REPRESENTATIVE AND COMPANY EXPERIENCE AND OFFERINGS

A. Please identify your computer training experience.

See attached resumes, submittal requirement, part 3. I have 18 years experience as a yearbook representative. Sandra has 3 years experience in this role and Coy has 5 years experience.

B. Please identify your yearbook production background.

See attached resumes, submittal requirement, part 3. I have 18 years experience as a yearbook representative. Sandra has 3 years experience in this role and Coy has 5 years experience.

Herff Jones has been in business for 100 years

C. Please list any available programs not already considered above.

discounts available on basic book price, when multiple schools elect to work with Herff Jones:

5 high schools- 5% discount

All high schools- 8% discount

4 middle schools- 3% discount

All middle schools- 7% discount

All Seattle schools- 15% discount (exclusive of discounts listed above)

D. What incentive do you offer schools for price reductions (e.g., early submissions of complete signatures)?

Complete signature submission for full color book, first two deadline saves \$300.

PDF submission- each page submitted as PDF without later corrections or changes, saves \$5.00.

1% deduct if base (based on costs in part 1 and 2 of this Attachment 2) paid in full by November 14th of each book printing year.

E. What do you offer the District that sets you apart from other yearbook vendors?

Exceptional service, color reproduction and easy to use programs. Our team can support every school, from those looking for a simple program with just a few pages, to those seeking a large, professional-quality yearbook that documents the school and represents their year. That support comes with regular visits, frequent communication and true service, not just printing. Our color reproduction is unique, with every single photo being individual color- corrected and improved. This kind of quality will not be found with any other company. Our color correction also focuses on faces in particular, resulting in the best clarity of reproduction.

PLEASE INCLUDE SAMPLES OF B&W AND COLOR PAGES SHOWING CLARITY OF REPRODUCTION OF MULTI-ETHNIC POPULATIONS.

REFERENCES

MUKILTEO SCHOOL DISTRICT

Herff Jones always does an amazing job with all aspects of assisting our school build our yearbook.

OLYMPIC VIEW MIDDLE SCHOOL

Mukilteo, WA

Steve Smith, adviser

Phone: 425.366.5200

smithsr@mukilteo.wednet.edu

MARINER HIGH SCHOOL

Mukilteo, WA

Wendy Macdonald, adviser

Phone: 425.366.5700

macdonaldwa@mukilteo.wednet.edu

Jennifer has done an exemplary job of working with us to produce our yearbook. Jennifer has spent countless hours teaching us the necessary skills. Somehow, she instinctively knows just when we are stressing and need her help, and there she is, offering her expertise. Whenever we have a problem or a question, Jennifer always offers creative yet practical solutions. Enthusiasm is a key ingredient to surviving the year and producing a quality product. Jennifer's enthusiasm has spread throughout our yearbook staff. I've never seen her show up without a smile on her face and encouraging words. After working with Jennifer on their pages, students feel more confident and proud of their work.

FEDERAL WAY SCHOOL DISTRICT

What does Herff Jones do the best?

Provide customer service at odd hours when we are working late! And, they provide a high quality product.

SACAJAWEA MIDDLE SCHOOL

Federal Way, WA

Lyn Stultz, adviser

Phone: 253.945.4900

lstultz@fwps.org

KENT SCHOOL DISTRICT

Herff Jones provides excellent communication during the process of page submission, to proofs, to final product. Coy is always helpful in answering any and all questions. We get a quality product and quality customer service!

KENTWOOD HIGH SCHOOL

Kent, WA

Jay Maebori, Adviser

Phone: 206.261.4223

jay.maebori@kent.k12.wa.us

WHITE RIVER SCHOOL DISTRICT

Herff Jones has great people! It is what keeps us coming back. Everyone from our rep to the plant... everyone is super nice, prompt with responses, reasonable and easy to work with.

WHITE RIVER HIGH SCHOOL

Buckley, WA

Christine Schumacher, Adviser

Phone: 253.304.9159

cschumacher@whiteriver.wednet.edu

PORT ANGELES SCHOOL DISTRICT

What does Herff Jones do the best?

Support and problem-solving. I can think of any way they could improve- we are completely satisfied!

PORT ANGELES HIGH SCHOOL

Port Angeles, WA

Mike Poindexter, adviser

Phone: 360.261.7732

mpoindexter@portangelesschools.org

SAMPLES

SUBCONTRACTOR QUALIFICATIONS

School contact will be through Jennifer Gregerson, Sandra Duggan or Coy Fletcher. We will deliver and pickup all pages and finished off-set litho printed supplements. Schools may contact American Printing directly if they desire, but they do not need to.

American Printing

5844 S. 194th St, Kent, WA 98031

Phone: 888.700.0313

yearbooks@ampub.net

Samples of yearbook supplements have been provided. See previous tab for listing.

American Printing has been publishing supplements for yearbooks for more than 20 years. They describe their philosophy:

"At American Printing extra-effort service has never gone away. We combine good old fashioned values with the latest in modern printing technology. Our team of expert printers, designers, pre-press technicians, press operators, and bindery operators, brings vast combined experience to your project.

We will spend extra time making sure your project is designed well, printed right, delivered on time and priced according to your budget."

Alan Dewitt

President

American Printing & Publishing, Inc.

May 1995 - Present

Own and operate a full service commercial print operation in Kent, WA since 1995.

Provide offset & digital print solutions to a diverse client base ranging from professional offices to manufacturing to non-profits & schools.

Director of Finance

TMA, Inc.

August 1993 - April 1995

Business Manager

Revelation Engineering, Bozeman, MT

July 1992 - August 1993

Managed Accounting, Office Staff, & Banking relations.

Accounting Manager

Accounting Manager

Baseline, Inc., Kent, WA

February 1990 - July 1992

Managed all accounting functions: A/P, A/R, P/R, General Journal and all monthly closings as well as all related government reporting short of corporate income tax returns. Managed related computer systems (Unix based) and software. Managed accounting personnel.

TERMS AND CONDITIONS

Attachment 3
Standard Form of Contract

**SAMPLE AGREEMENT
MIDDLE SCHOOL AND HIGH SCHOOL YEARBOOKS**

This agreement, Contract No. _____, is effective _____ by and between Seattle School District No. 1, a Washington municipal corporation (District), and _____ (Contractor). The District and Contractor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Contractor shall provide services as described in Exhibit A, Scope of Services. Contractor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through February 28, 2021. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

The Vendor and the District agree that this Agreement may, pending satisfactory performance of the Vendor with the mutual approval of the Vendor and the District, be extended up to three (3) one-year terms under the same terms and conditions. Extended contracts will be on March 1 and end on February 28.

2. CONTRACT PRICE

District agrees to pay Contractor an amount, estimated to be _____. This amount constitutes the "Maximum Authorized Compensation" as shown in Exhibit E, Fees, for services to perform the work identified in the Request for Proposal No. RFP09903.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Contractor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Contractor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATION

The District's representative for this contract is [Contact], [Title]. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the	[District Contact]	To
District:	[Contact Title]	Contractor:
	Mail Stop [#]	
	Seattle School District No. 1	
	P.O. Box 34165	
	Seattle, WA 98124-1165	

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3 above.

4. CONTRACTOR'S REPORTS

Contractor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

Exhibit B: Proposal

Attachment 3
Standard Form of Contract

5. PERSONNEL

Contractor shall assign the personnel listed in Exhibit B.3, Team Organization, for the performance of the Work and shall not (for so long as they remain in Contractor's employ) reassign or remove any of them without the prior written consent of District.

6. THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Topic
A	Scope of Services
B	Proposal response sections for RFP09903 dated _____: B.1: Approach B.2: Capabilities B.3: Team Organization B.4: Availability and Capacity B.5: Experience
C	Addendum No. 1, dated _____.
D	General Conditions of Personal Services Contract (Short Form)
E	Fees from Contractor

CONTRACTOR

SEATTLE SCHOOL DISTRICT NO. 1


Signature

Signature

Jennifer Gregerson

(Contractor Representative)

JoLynn Berge

Yearbook Sales Representative

Title

CFO/ Superintendent Designee

Title

11/11/19

Date Signed

Date Signed

Herff Jones

Company Name

600600552

Employer I.D. No. or Social Security No.

Attachment 3
Standard Form of Contract

**SERVICES CONTRACT
GENERAL CONDITIONS (SHORT FORM)**

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1 Services. Contractor shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the "Services."

1.2 Manner of Performance. Contractor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Contractor shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Contractor under this contract.

1.4 Correction of Noncompliances. Contractor shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

1.5 Contractor's Personnel. All personnel employed by Contractor engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Contractor shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Contractor of responsibility for such person. If any personnel are reassigned or replaced by Contractor upon District's request, Contractor shall replace them with personnel approved by District.

1.6 Contractor Employee Background. Pursuant to RCW 28A.400.330, Contractor shall prohibit from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Vendor shall furnish records to confirm compliance with this section prior to commencing work. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

1.7 Compliance With Laws

1.7.1 General. Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities. Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Contractor shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, including gender expression or identity, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have

Attachment 3

Standard Form of Contract

terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Warranty of Accessibility. If services include the provision of technology related products, Contractor warrants the following:

A. The system and services provided to the District will comply with all local, state, and federal laws, regulations and relevant regulatory guidelines. Contractor further agrees that the system and services provided to the District will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Contractor will furnish such documents and information as may be reasonably requested by the District to evidence Contractor's compliance with the terms of this agreement.

B. Contractor will use reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to the District under this agreement, such system and services will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA; provided, however, that Contractor will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content. If Contractor cannot ensure WCAG compliance for a portion of its services, Contractor will detail how it will support the District in providing equally effective alternate access for nonconforming web content and software and unusable equipment, devised, and hardware.

C. Contractor will conduct an accessibility test using an independent third party automated software system or a method otherwise mutually agreeable to the parties, to determine the compliance of the products and services provided to the District under this agreement with all accessibility laws and protocols, including the WCAG, as amended.

1.7.4 Student User Privacy. Contractor agrees to comply with the Student User Privacy in Education Rights Act ("Super Act" - a Washington State law on student privacy) if the provisions of SUPER Act apply to the school services provided by the Contractor to the District. School service means a website, mobile application, or online service that: (a) Is designed and marketed primarily for use in a K-12 school; (b) is used at the direction of teachers or other employees of a K-12 school; and (c) collects, maintains, or uses student personal information. A "school service" does not include a web site, mobile application, or online service that is designed and marketed for use by individuals or entities generally, even if also marked to a United States K-12 school.

1.7.5 Confidential Student Information. Contractor understands and agrees that any educational records received from the District are considered confidential student information protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. Contractor further agrees that student educational records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure in connection with the performance of its obligations under this Agreement (provided that the party to whom such information is disclosed is subject to confidentiality restrictions) or under an applicable law or court order. Contractor shall not be permitted to sell such information and must seek permission from District before including such information that is identifiable to the school or district. Contractor agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is expressly permitted in this section or required by law. Upon termination or expiration of this Agreement for any reason, contractor shall either return or permanently delete and destroy all confidential student information. Contractor will confirm its destruction or return confidential student information in writing at the request of the District. For the avoidance of doubt, this section does not create any obligations for Contractor with respect to information that is not in Contractor's control. The unauthorized or unlawful disclosure of student records by Contractor is just cause for the District to immediately terminate this Agreement.

ARTICLE 2 - PAYMENTS TO CONTRACTOR

The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Contractor's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Contractor's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

Attachment 3
Standard Form of Contract

ARTICLE 3 - REIMBURSABLE EXPENSES

As shown in contract.

ARTICLE 4 - CONTRACTOR'S ACCOUNTING RECORDS

The Contractor's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

Contractor shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Contractor shall provide District access to (and District shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services or this Agreement.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 District Ownership. All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with Districtship of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 License. District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Contractor, any of its subcontractors, or any employee(s) of Contractor in connection with this Agreement. District shall hold Contractor or its subcontractors harmless for District's reuse of documents on a project other than this Project.

5.3 Nondisclosure. Contractor shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Contractor prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Contractor; or (c) the information is obtained by Contractor from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Contractor shall obtain from its employees, subcontractors and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Contractor's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Release and Indemnification. Contractor releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Contractor; Contractor's subcontractors or subcontractors; the directors, officers, employees or agents of Contractor or any of its subcontractors or subcontractors; or anyone acting on Contractor's behalf in connection with the Services or this Agreement. However, Contractor shall not be required to so indemnify any of the Indemnitees against liability or damages to the extent caused by or resulting

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from the negligence of such Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Contractor and any subcontractor hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Contractor further agrees that this waiver has been mutually negotiated by the parties.**

6.2 Workers' Compensation. Contractor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Contractor releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Contractor shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District.

ARTICLE 7 – INSURANCE AND BONDS

7.1 General Provisions.

A. Contractor shall, at its sole cost and expense, with respect to Contractor, its subcontractors of any tier, and their employees, officers, representatives and agents, ensure that Contractor and its subcontractors maintain in effect at all times during the performance of the Work coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Prior to commencing the Work, Contractor shall furnish to Owner assurance and evidence acceptable to Owner of coverage or insurance with respect to all persons performing the Work in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, Certificate(s) of Compliance as issued by the Washington State Department of Labor and Industries).

B. Without limiting the generality of paragraph (a) above, Contractor shall purchase and maintain insurance as set forth below for all its employees, officers, representatives and agents engaged in Work on this Project under this Contract. In case any such Work is subcontracted, Contractor shall require the subcontractor to provide the same insurance coverage for all of the latter's employees, officers, representatives and agents engaged in such Work. In case any class of employees engaged in hazardous work under this Contract and the site of the Project is not protected under the above Washington State Industrial Insurance Act, or "stop-gap" insurance, Contractor shall provide and shall cause each subcontractor to provide compensation insurance and employer's liability insurance with a private insurance company.

C. Prior to the commencement of performance of the Work, Contractor shall, at its sole cost and expense, secure such liability insurance as will protect Contractor, its employees, officers, representatives and agents, Owner and Owner's Representative, from and against any and all claims and liabilities arising out of bodily or personal injury (including death) or property damage that may result from Contractor's operations or performance of Contractor's obligations under this Contract, whether such performance is by Contractor or any of its Support. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to Owner.

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7.2 Contractor's Liability Insurance. Contractor shall, at its own expense, secure and maintain Commercial General Liability Insurance including Products and Completed Operations; Broad Form Property Damage; Stop Gap; Contractual Liability (and Collapse, Explosion and Underground). Without limiting the generality of the foregoing, such insurance shall protect Owner, Owner's Representatives, Construction Manager, Architect/Engineer and Contractor from the following claims which may arise out of, result from or relate to Contractor's operation or performance under the Contract:

- A. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- D. claims for damages, insured by usual personal and advertising injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- E. claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom (including, but not limited to, the usual Broad Form Property Damage Liability coverage); and
- F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All required liability policies shall be written on an "occurrence" and not "claims-made" form. The insurance required by 7.2 shall include contractual liability insurance applicable to Contractor's indemnification obligations under this Agreement.

All required liability policies shall be specifically endorsed as primary insurance, and not contributory to any other insurance or self-insurance available to Owner.

7.3 Limits of Liability. The liability insurance required herein shall be written for not less than that stated in these Contract Documents; or one million dollars (\$1,000,000), whichever is greater. Except for workers' compensation, limits shall be project specific and dedicated to work performed under this Contract, unless otherwise agreed to by Owner. The amounts of insurance shall not be less than:

workers' compensation	statutory
employer's liability	\$1,000,000 each accident
(stop gap)	\$1,000,000 disease-policy limit
	\$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property damage	\$1,000,000/\$2,000,000
personal and advertising injury	\$1,000,000/\$2,000,000
products and completed operations	\$1,000,000/\$2,000,000
fire legal liability	\$100,000
automobile liability (owned, non-owned, leased or hired)	\$1,000,000 per occurrence
umbrella/excess coverage	\$2,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

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7.4 Coverage Period. Contractor or its Subcontractors shall maintain the foregoing insurance and coverages in full force and effect at all times; (a) until all of Contractor's obligations under this Contract have been fully performed, all of the Work has been fully accepted by Owner and all operations of Contractor and its employees, officers, representatives, agents and subcontractors (including, but not limited to, removal of equipment and other property) on or about the site of the Work have been concluded; and (b) in the case of completed operations and products liability insurance, until the expiration of one (1) year after all of Contractor's obligations under this Contract have been fully performed.

7.5 Certificates of Insurance. Prior to the execution of the Contract (or within such further time as Owner may allow in writing), Contractor shall deliver to Owner Certificates of Insurance in a form acceptable to Owner as evidence that policies providing insurance with such provisions, coverages and limits are in full force and effect. Such Certificates shall state specifically the name of this Project and its address, and shall evidence the Owner and Owner's Representatives, if any, as insureds or additional insureds. These certificates shall contain a provision that coverages afforded by the policies will not be canceled until at least 45 days prior written notice has been given to Owner and additional insureds. Contractor shall also furnish Owner with such additional assurance and evidence of such insurance (such as copies of all insurance policies, certified by an authorized representative of the insurer) as Owner may from time to time request. The certificate shall also evidence that the policies are issued as primary insurance and noncontributory to any insurance or self-insurance applicable to Owner.

7.6 Renewal, Termination, Cancellation, Expiration, and Alteration. In the event of any renewal, termination, cancellation, expiration or alteration in any policy of insurance required under this Contract, Contractor shall deliver to Owner a Certificate of Insurance with respect to any such renewal, termination, cancellation, expiration or alteration, as the case may be prior to inception of any such coverage.

7.7 Additional Insureds; Right of Subrogation. Contractor shall ensure that any policies of insurance that Contractor or any of its subcontractors are required to carry, provide or have provided as insurance against loss of or damage to property or bodily harm that may occur in connection with the Work or this Contract shall name Owner and Owner's Representatives as additional insureds and include a waiver of the insurer's right of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative. To the extent permitted by its insurance policies, Contractor hereby waives its rights of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative.

7.8 No Limitation. The requirements of this Contract as to insurance and acceptability to Owner of insurers and insurance to be maintained by Contractor and its Support are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

7.9 Owner's Right to Maintain Insurance. If Contractor or any of its subcontractors fails to maintain the insurance coverage as required by this Part 2, Owner may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as set forth above, and Owner may charge to or otherwise recover from Contractor (e.g., by offset against any amounts due or which may become due Contractor under this Contract), the cost of such insurance.

ARTICLE 8 – CHANGES

8.1 Notice. District may at any time, by written notice thereof to Contractor, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Contractor shall, within ten (10) days after receipt of notice of any change which Contractor believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this

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Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the provisions of this Agreement, or if Contractor becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Contractor shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Contractor shall be liable to District for any damage or loss resulting from such failure or violation by Contractor described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Contractor for Contractor's just and equitable compensation for any satisfactory services completed, but in no event, shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. District may withhold payments to Contractor equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Contractor is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by Contractor as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 10.2, and the rights of the parties shall be determined accordingly.

9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Contractor in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

ARTICLE 10 – MISCELLANEOUS

10.1 Time. Time is of the essence with regard to performance of this Agreement.

10.2 Subcontracting. Except for any services to be performed by subcontractors specified in Section 01100, Summary of Work, Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

10.3 Independent Contractor. Contractor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of District.

10.4 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

Exhibit B: Proposal

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10.5 Assignment. Neither District nor Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Contractor.

10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

10.8 Debarment. Contractor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Contractor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contracts from receiving future contracts with SPS.

10.9 Cooperation with District Auditor and State Auditor. Contractor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Contractor relating to payment or performance under this contract, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.

1. BASIC SPECIFICATIONS:**MIDDLE SCHOOL YEARBOOK**

Black and White 64 pages

COMPREHENSIVE HIGH SCHOOL YEARBOOK

Black and White 208 pages

COMPREHENSIVE HIGH SCHOOL YEARBOOK

All Color 208 pages

SMALL HIGH SCHOOL YEARBOOK

All Color 44 pages

The following are **included** in the basic specs for this RFP:

- Paper stock: 80 lb paper stock/ Gloss enamel, velvet white, dull enamel, matt finish, textured white and colored stock in one signature are included for paper stock.
- Page submission: includes signature-page submission, multiple-page submission, facing-face submission, and individual-page submission

The following are **excluded** from the basic specs, and would be considered as options for schools which choose them:

- 100 lb paper stock
- Cost difference with recycled paper
- Additional applied color on silkscreen (two inks are included in the basic specs)
- Full color litho due October 1
- Full color litho due November 1
- Full color litho due December 1
- Kivar base material
- Die cost for school-designed embossed cover
- Graining
- Quarter binding
- Additional applied color on lithograph
- Additional applied color on embossed
- Metaloy or similar effect
- Other specialty base materials (such as metallic finishes)
- Debossing for name plate
- Custom debossing

- Four color process from transparency for endsheets
- Company designed four color stock for endsheets
- Spot color beyond four-process color
- Tipping-in charges
- Plastic covers
- Name stamping
- Nameplates
- Second line on namestamp or nameplate

2. HIGH SCHOOL YEARBOOK SPECIFICATIONS

Basic Book Requirements:

The following requirements will be included in the basic book price.

Pages – 208

Trim Size – 8 ½ by 11

Paper Stock – 80 lb. glossy white, semi-gloss, or matte

Cover –

145 lb. or heavier

2 additional applied silkscreen colors

Choice from at least 30 base materials

No limit to size of coverage on cover design

Includes Title, Year, and School Name on spine without added cost

Four Color Process (CMYK) – 48 pages

*unlimited use of CMYK color mixes on color process pages

Pre-Press Production:

- Digital submission. List price reduction for digital submission.
- Page creation: Pages created on MAC or PC, PageMaker or InDesign, or online creation
- On-line submission (PDF). List price reduction for PDF online submission per page.
- Portraits (individual pictures) may be flowed from a CD by school or vendor. CD will be provided from photographer for underclassmen photos.
- Senior portraits can be a combination of CD submission and hard copy cropped photos.
- Plug-ins must be included in price.

Layout Submission:

- Schools may use computer submission or hand drawn submission.

- Single page units may be submitted and will count toward deadlines.
- Pages may be submitted from any signature and will count toward deadlines.
(Please note: this includes signature-page submission, multiple-page submission, facing-face submission, and individual-page submission)

Proofs:

- Proofs are to be furnished of all pages, end sheets, and cover except on final deadline.
- There is to be no charge for corrections when company errors equal or exceed staff errors.
- First corrections to portrait proofs will be at no charge and a second set of proofs will be provided at no charge.
- All signatures, shipping costs on submissions, and proof returns at no charge to school.
- No charge for corrections on proofs if error is Vendor's.
- No charge for school corrections to type submitted with proofs if on disc with 71% printout.
- No charge for reproofs.
- No charge for color proofs.

Deadlines:

- Final deadline shall be six to eight weeks prior to delivery of book.
- Delivery of books shall be determined and established by yearbook adviser and set with representative by mid-September of each school year.
- School shall have the opportunity to make up time lost from missed deadlines by submitting copy early on subsequent deadlines.
- Delays in deadlines due to school closure (i.e., fire, snow, or other disaster) shall not be penalized if Vendor is notified immediately of such unavoidable delay.

Materials and Supplies:

Vendor will provide all production and marketing materials, as well as additional layout materials, when needed, at no extra cost to school.

Binding- Smythe sewn**Endsheets:**

- 2-color end-sheets as base cost.
- Cost reduction for no printing on end sheets.
- Additional costs for additional spot color.
- Additional costs for CMYK Four-Color Process taking into consideration that the base-cost is set at two color.

Cover Artist – 1 hour of time per school for cover and endsheet design.

Gear Kit of Supplies – This should be standard.

Workshops – One day of training for software must be included.

Toll Free Phone Support – Available during normal business hours, with twelve (12) hour turnaround.

Classroom Training and Workshops – Fall training by vendor representative.

Proofs – Schools will be furnished proofs of all pages, cover, and endsheets if applicable upon receipt of copy.

The Vendor must send a copy of the itemized final cost for the yearbook/ memory book to the Purchasing Office and the yearbook/memory book adviser prior to production. The yearbook adviser will approve and send a copy to vendor.

3. MIDDLE SCHOOL YEARBOOK SPECIFICATIONS

Basic Book Requirements. The following requirements will be included in the basic book price.

Pages – 64 Black & White

Trim Size – 7 ¾ x 10 1/2

Paper Stock – 80 lb. glossy white, semi-gloss, or matte

Cover – 98 lb minimum hard cover
Vendor design with 2 colors included

Endsheets – Vendor design with school choice.

Pre-Press Production:

- Digital submission. List price reduction for digital submission.
- Page creation: Pages created on MAC or PC, PageMaker or InDesign, or online creation.
- On-line submission (PDF). List price reduction for PDF online submission per page.
- Portraits (individual pictures) may be flowed from a CD by school or vendor. CD will be provided from photographer.

Layout Submission:

- Schools may use computer submission or hand drawn submission.
- Single page units may be submitted and will count toward deadlines.
- Pages may be submitted from any signature and will count toward deadlines.

Proofs:

- Proofs are to be furnished of all pages, end sheets, and cover except on final deadline.
- There is to be no charge for corrections when company errors equal or exceed staff errors.
- First corrections to portrait proofs will be at no charge and a second set of proofs will be provided at no charge.
- All signatures, shipping costs on submissions, and proof returns at no charge to school.
- No charge for corrections on proofs if error is Vendor's.
- No charge for school corrections to type submitted with proofs if on disc with 71% printout.
- No charge for reproofs.
- No charge for color proofs, if any.

Deadlines:

- Final deadline shall be six to eight weeks prior to delivery of book.
- Delivery of books shall be determined and established by yearbook adviser and set with representative by mid-September of each school year.
- School shall have the opportunity to make up time lost from missed deadlines by submitting copy early on subsequent deadlines.
- Delays in deadlines due to school closure (i.e., fire, snow, or other disaster) shall not be penalized if Vendor is notified immediately of such unavoidable delay.

Materials and Supplies:

Vendor will provide all production and marketing materials, as well as additional layout materials, when needed, at no extra cost to school.

Binding- Smythe sewn

Endsheets:

- 2-color end-sheets as base cost.
- Cost reduction for no printing on end sheets.
- Additional costs for additional spot color.
- Additional costs for CMYK Four-Color Process taking into consideration that the base-cost is set at two color.

Cover Artist – 1 hour of time per school for cover and endsheet design.

Gear Kit of Supplies – This should be standard.

Workshops – One day of training for software must be included.

Toll Free Phone Support – Available during normal business hours, with twelve (12) hour turnaround.

Classroom Training and Workshops – Fall training by vendor representative.

Proofs – Schools will be furnished proofs of all pages, cover, and endsheets if applicable upon receipt of copy.

All deadlines are agreed upon in writing between the school and the representative.

The Vendor must send a copy of the itemized final cost for the yearbook/ memory book to the Purchasing Office and the yearbook/memory book adviser prior to production. The yearbook adviser will sign approval and send a copy to vendor.

**SERVICES CONTRACT
GENERAL CONDITIONS (SHORT FORM)**

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1 Services. Contractor shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the "Services."

1.2 Manner of Performance. Contractor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Contractor shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Contractor under this contract.

1.4 Correction of Noncompliances. Contractor shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

1.5 Contractor's Personnel. All personnel employed by Contractor engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Contractor shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Contractor of responsibility for such person. If any personnel are reassigned or replaced by Contractor upon District's request, Contractor shall replace them with personnel approved by District.

1.6 Contractor Employee Background. Pursuant to RCW 28A.400.330, Contractor shall prohibit from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Vendor shall furnish records to confirm compliance with this section prior to commencing work. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

1.7 Compliance With Laws

1.7.1 General. Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities. Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Contractor shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, including gender expression or identity, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have

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terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Warranty of Accessibility. If services include the provision of technology related products, Contractor warrants the following:

A. The system and services provided to the District will comply with all local, state, and federal laws, regulations and relevant regulatory guidelines. Contractor further agrees that the system and services provided to the District will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Contractor will furnish such documents and information as may be reasonably requested by the District to evidence Contractor's compliance with the terms of this agreement.

B. Contractor will use reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to the District under this agreement, such system and services will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA; provided, however, that Contractor will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content. If Contractor cannot ensure WCAG compliance for a portion of its services, Contractor will detail how it will support the District in providing equally effective alternate access for nonconforming web content and software and unusable equipment, devised, and hardware.

C. Contractor will conduct an accessibility test using an independent third party automated software system or a method otherwise mutually agreeable to the parties, to determine the compliance of the products and services provided to the District under this agreement with all accessibility laws and protocols, including the WCAG, as amended.

1.7.4 Student User Privacy. Contractor agrees to comply with the Student User Privacy in Education Rights Act ("Super Act" - a Washington State law on student privacy) if the provisions of SUPER Act apply to the school services provided by the Contractor to the District. School service means a website, mobile application, or online service that: (a) Is designed and marketed primarily for use in a K-12 school; (b) is used at the direction of teachers or other employees of a K-12 school; and (c) collects, maintains, or uses student personal information. A "school service" does not include a web site, mobile application, or online service that is designed and marketed for use by individuals or entities generally, even if also marked to a United States K-12 school.

1.7.5 Confidential Student Information. Contractor understands and agrees that any educational records received from the District are considered confidential student information protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. Contractor further agrees that student educational records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure in connection with the performance of its obligations under this Agreement (provided that the party to whom such information is disclosed is subject to confidentiality restrictions) or under an applicable law or court order. Contractor shall not be permitted to sell such information and must seek permission from District before including such information that is identifiable to the school or district. Contractor agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is expressly permitted in this section or required by law. Upon termination or expiration of this Agreement for any reason, contractor shall either return or permanently delete and destroy all confidential student information. Contractor will confirm its destruction or return confidential student information in writing at the request of the District. For the avoidance of doubt, this section does not create any obligations for Contractor with respect to information that is not in Contractor's control. The unauthorized or unlawful disclosure of student records by Contractor is just cause for the District to immediately terminate this Agreement.

ARTICLE 2 - PAYMENTS TO CONTRACTOR

The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Contractor's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Contractor's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

ARTICLE 3 - REIMBURSABLE EXPENSES

As shown in contract.

ARTICLE 4 - CONTRACTOR'S ACCOUNTING RECORDS

The Contractor's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

Contractor shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Contractor shall provide District access to (and District shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services or this Agreement.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 **District Ownership.** All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with Districtship of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 **License.** District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Contractor, any of its subcontractors, or any employee(s) of Contractor in connection with this Agreement. District shall hold Contractor or its subcontractors harmless for District's reuse of documents on a project other than this Project.

5.3 **Nondisclosure.** Contractor shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Contractor prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Contractor; or (c) the information is obtained by Contractor from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Contractor shall obtain from its employees, subcontractors and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Contractor's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 **Release and Indemnification.** Contractor releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "**Indemnitees**") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Contractor; Contractor's subcontractors or subcontractors; the directors, officers, employees or agents of Contractor or any of its subcontractors or subcontractors; or anyone acting on Contractor's behalf in connection with the Services or this Agreement. However, Contractor shall not be required to so indemnify any of the Indemnitees against liability or damages to the extent caused by or resulting

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from the negligence of such Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Contractor and any subcontractor hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph.

Contractor further agrees that this waiver has been mutually negotiated by the parties.

6.2 Workers' Compensation. Contractor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Contractor releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Contractor shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District.

ARTICLE 7 – INSURANCE AND BONDS

7.1 General Provisions.

A. Contractor shall, at its sole cost and expense, with respect to Contractor, its subcontractors of any tier, and their employees, officers, representatives and agents, ensure that Contractor and its subcontractors maintain in effect at all times during the performance of the Work coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Prior to commencing the Work, Contractor shall furnish to Owner assurance and evidence acceptable to Owner of coverage or insurance with respect to all persons performing the Work in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, Certificate(s) of Compliance as issued by the Washington State Department of Labor and Industries).

B. Without limiting the generality of paragraph (a) above, Contractor shall purchase and maintain insurance as set forth below for all its employees, officers, representatives and agents engaged in Work on this Project under this Contract. In case any such Work is subcontracted, Contractor shall require the subcontractor to provide the same insurance coverage for all of the latter's employees, officers, representatives and agents engaged in such Work. In case any class of employees engaged in hazardous work under this Contract and the site of the Project is not protected under the above Washington State Industrial Insurance Act, or "stop-gap" insurance, Contractor shall provide and shall cause each subcontractor to provide compensation insurance and employer's liability insurance with a private insurance company.

C. Prior to the commencement of performance of the Work, Contractor shall, at its sole cost and expense, secure such liability insurance as will protect Contractor, its employees, officers, representatives and agents, Owner and Owner's Representative, from and against any and all claims and liabilities arising out of bodily or personal injury (including death) or property damage that may result from Contractor's operations or performance of Contractor's obligations under this Contract, whether such performance is by Contractor or any of its Support. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to Owner.

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7.2 Contractor’s Liability Insurance. Contractor shall, at its own expense, secure and maintain Commercial General Liability Insurance including Products and Completed Operations; Broad Form Property Damage; Stop Gap; Contractual Liability (and Collapse, Explosion and Underground). Without limiting the generality of the foregoing, such insurance shall protect Owner, Owner’s Representatives, Construction Manager, Architect/Engineer and Contractor from the following claims which may arise out of, result from or relate to Contractor’s operation or performance under the Contract:

- A. claims under workers' or workmen’s compensation, disability benefit and other similar employee benefit act;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- D. claims for damages, insured by usual personal and advertising injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- E. claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom (including, but not limited to, the usual Broad Form Property Damage Liability coverage); and
- F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All required liability policies shall be written on an “occurrence” and not “claims-made” form. The insurance required by 7.2 shall include contractual liability insurance applicable to Contractor’s indemnification obligations under this Agreement.

All required liability policies shall be specifically endorsed as primary insurance, and not contributory to any other insurance or self-insurance available to Owner.

7.3 Limits of Liability. The liability insurance required herein shall be written for not less than that stated in these Contract Documents; or one million dollars (\$1,000,000), whichever is greater. Except for workers’ compensation, limits shall be project specific and dedicated to work performed under this Contract, unless otherwise agreed to by Owner. The amounts of insurance shall not be less than:

workers’ compensation	statutory
employer’s liability	\$1,000,000 each accident
(stop gap)	\$1,000,000 disease-policy limit
	\$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property damage	\$1,000,000/\$2,000,000
personal and advertising injury	\$1,000,000/\$2,000,000
products and completed operations	\$1,000,000/\$2,000,000
fire legal liability	\$100,000
automobile liability (owned, non-owned, leased or hired)	\$1,000,000 per occurrence
umbrella/excess coverage	\$2,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

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7.4 Coverage Period. Contractor or its Subcontractors shall maintain the foregoing insurance and coverages in full force and effect at all times; (a) until all of Contractor's obligations under this Contract have been fully performed, all of the Work has been fully accepted by Owner and all operations of Contractor and its employees, officers, representatives, agents and subcontractors (including, but not limited to, removal of equipment and other property) on or about the site of the Work have been concluded; and (b) in the case of completed operations and products liability insurance, until the expiration of one (1) year after all of Contractor's obligations under this Contract have been fully performed.

7.5 Certificates of Insurance. Prior to the execution of the Contract (or within such further time as Owner may allow in writing), Contractor shall deliver to Owner Certificates of Insurance in a form acceptable to Owner as evidence that policies providing insurance with such provisions, coverages and limits are in full force and effect. Such Certificates shall state specifically the name of this Project and its address, and shall evidence the Owner and Owner's Representatives, if any, as insureds or additional insureds. These certificates shall contain a provision that coverages afforded by the policies will not be canceled until at least 45 days prior written notice has been given to Owner and additional insureds. Contractor shall also furnish Owner with such additional assurance and evidence of such insurance (such as copies of all insurance policies, certified by an authorized representative of the insurer) as Owner may from time to time request. The certificate shall also evidence that the policies are issued as primary insurance and noncontributory to any insurance or self-insurance applicable to Owner.

7.6 Renewal, Termination, Cancellation, Expiration, and Alteration. In the event of any renewal, termination, cancellation, expiration or alteration in any policy of insurance required under this Contract, Contractor shall deliver to Owner a Certificate of Insurance with respect to any such renewal, termination, cancellation, expiration or alteration, as the case may be prior to inception of any such coverage.

7.7 Additional Insureds; Right of Subrogation. Contractor shall ensure that any policies of insurance that Contractor or any of its subcontractors are required to carry, provide or have provided as insurance against loss of or damage to property or bodily harm that may occur in connection with the Work or this Contract shall name Owner and Owner's Representatives as additional insureds and include a waiver of the insurer's right of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative. To the extent permitted by its insurance policies, Contractor hereby waives its rights of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative.

7.8 No Limitation. The requirements of this Contract as to insurance and acceptability to Owner of insurers and insurance to be maintained by Contractor and its Support are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

7.9 Owner's Right to Maintain Insurance. If Contractor or any of its subcontractors fails to maintain the insurance coverage as required by this Part 2, Owner may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as set forth above, and Owner may charge to or otherwise recover from Contractor (e.g., by offset against any amounts due or which may become due Contractor under this Contract), the cost of such insurance.

ARTICLE 8 – CHANGES

8.1 Notice. District may at any time, by written notice thereof to Contractor, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Contractor shall, within ten (10) days after receipt of notice of any change which Contractor believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this

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Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the provisions of this Agreement, or if Contractor becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Contractor shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Contractor shall be liable to District for any damage or loss resulting from such failure or violation by Contractor described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Contractor for Contractor's just and equitable compensation for any satisfactory services completed, but in no event, shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. District may withhold payments to Contractor equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Contractor is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by Contractor as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 10.2, and the rights of the parties shall be determined accordingly.

9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Contractor in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

ARTICLE 10 – MISCELLANEOUS

10.1 Time. Time is of the essence with regard to performance of this Agreement.

10.2 Subcontracting. Except for any services to be performed by subcontractors specified in Section 01100, Summary of Work, Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

10.3 Independent Contractor. Contractor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of District.

10.4 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

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10.5 Assignment. Neither District nor Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Contractor.

10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

10.8 Debarment. Contractor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Contractor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contracts from receiving future contracts with SPS.

10.9 Cooperation with District Auditor and State Auditor. Contractor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Contractor relating to payment or performance under this contract, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.