



Request for Proposals

ISSUE DATE: April 7, 2026

PROPOSAL DUE DATE AND TIME: April 21, 2026 4:00 PM local time
(The time of receipt shall be governed by the clock at the address below)

Division-Wide Yearbook Services

FOR THE CITY OF SALEM SCHOOL DIVISION

SALEM, VIRGINIA

Signed and sealed proposals should be clearly marked on the outside envelope "Salem High School Yearbook Proposal Due **April 21, 2026 4:00 pm**" and delivered or mailed to:

Mandy C. Hall
Chief Financial Officer
City of Salem Schools
510 South College Avenue
Salem, Virginia 24153
(540) 389-0130
mhall@salem.k12.va.us

Inquiries may also be made to the above contact person and phone number. No phone, e-mail or fax proposals will be accepted.

I. PURPOSE

Salem City Schools is seeking proposals from qualified vendors to provide yearbook services for one (1) high school, one (1) middle school, and four (4) elementary schools for the 2026-2027 school year with the option to extend for an additional four (4) one-year periods if both parties are in agreement at the end of each school year. If either party decides not to renew the contract, that party shall give a written notice to not renew to the other party within 60 days of the expiration of the agreement.

Salem High School is the one high school in the City of Salem school division and has a student population of approximately 1,204.

Andrew Lewis is the one middle school in the City of Salem school division and has a student population of approximately 895.

East Salem, G. W. Carver, South Salem and West Salem are the four (4) elementary schools in the City of Salem school division. Approximate student populations are as follows:

East Salem – 389
G. W. Carver – 439
South Salem – 377
West Salem – 359

- A. Under Virginia law, school officials act as fiduciaries on behalf of students and their parents in contracting for the sale of yearbooks.
- B. The contract between a school service provider and the School Board shall require the school service provider:
 - To provide clear and easy-to-understand information about the types of student personal information it collects through any school service and how it maintains, uses or shares such student personal information
 - To maintain a policy for the privacy of student personal information for each school service and provide prominent notice before making material changes to its policy for the privacy of student personal information for the relevant school service
 - To maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personal information and makes use of appropriate administrative, technological and physical safeguards
 - To facilitate access to and correction of student personal information by each student whose student personal information has been collected, maintained, used or shared by the school service provider, or by such student's parent, either directly or through the student's school or teacher
 - To collect, maintain, use and share student personal information only with the consent of the student or, if the student is less than 18 years of age, his parent

or for the purposes authorized in the contract between the School Board and the school service provider

- When it collects student personal information directly from the student, to obtain the consent of the student or, if the student is less than 18 years of age, his parent before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service, and when it collects student personal information from an individual or entity other than the student, to obtain the consent of the school division before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service
- To require any successor entity or third party with whom it contracts to abide by its policy for the privacy of student personal information and comprehensive information security program before accessing student personal information
- Upon the request of the school or School Board, the school service provider will delete student personal information within a reasonable period of time after such request unless the student or, if the student is less than 18 years of age, his parent consents to the maintenance of the student personal information by the school service provider.

C. The contract will also prohibit the school service provider from knowingly:

- using or sharing any student personal information for the purpose of targeted advertising to students
- using or sharing any student personal information to create a personal profile of a student other than for elementary and secondary school purposes authorized by the school division, with the consent of the student or, if the student is less than 18 years of age, his parent, or as otherwise authorized in the contract between the school division and the school service provider
- selling student personal information

Written responses, including any questions will be provided on our bid website in the form of an addendum. It is the responsibility of the Offeror to periodically check our website for any addendum. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Chief Financial Officer regardless of price, quality or any other factors.

Offerors shall include in the Proposal a description of any significant task not listed in the statement of needs which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the school district. Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the statement of needs.

II. BACKGROUND

The objectives of this RFP are as follows:

- To establish a contract based upon the quality, guarantees, and timeliness of delivery of products, references, past experience, and the ability of the vendor to provide the services required
- To obtain the highest quality yearbook for the Salem City school division at the best price and to produce an affordable book which sales equals or exceeds the cost
- To provide for efficient management of the yearbook contract and to limit the disruption of student programs

III. STATEMENT OF NEEDS

General Requirements:

1. The Offeror must have been in business for at least 5 years. The school board may at its sole option waive this requirement if it is in its best interest.
2. The successful offeror shall furnish all equipment, materials, labor, and supervision necessary to provide yearbooks per the attached requirements.
3. The successful offeror shall have the demonstrated ability to complete projects within specified time periods and agreed to fees in an efficient manner.
4. The successful offeror shall have a workload that would allow for the delivery of yearbooks as specified in its proposal.
5. Outside of the contractual agreement, no special services, free products, or any gratuity shall be provided by the successful offeror to the school without payment by the school. Do not include offers for "free" cameras, software, computers or workshop tuition. We are interested in only producing a quality book and operating our program as a student-run business.
6. The successful offeror's contract must incorporate the terms and conditions of the RFP and any addenda mutually agreed to during negotiations.
7. The successful offeror shall provide a local or toll-free phone number that the school may use.
8. The successful offeror is responsible for overall project management.
9. The successful offeror shall provide a single point of contact for project management.

10. The successful offeror shall assure that quality is maintained throughout the effort and that the yearbooks are completed and delivered on schedule.
11. Each offeror shall indicate in his proposed requirements any requirements as to formats and photographs to be a format ready for publication.

YEARBOOK SPECIFICATIONS

Consider these specifications to enter into a contract with SALEM HIGH SCHOOL to provide yearbook services.

The entire finished product shall be received at Salem High School on or before May 12, 2027.

Specifications:

- | | |
|------------|--|
| Quantity | 750 books |
| Pages | 364 printed in process color utilizing offset lithography.
No digital output will be considered. |
| Trim Size | 9 x 12 inches |
| Cover | Smyth sewn, rounded-and- backed, 145-point binders board.
List additional cost (if any) for graining, debossing/ embossing, foil stamping, special mix inks or four color litho with matte lamination. List additional cost (if any) for printing, embossing or foil stamping on front and back lids and spine. |
| Submission | The staff will submit pages in Adobe InDesign, or other similar program. No PDF or online creation options will be considered. All photos and type will be packaged and uploaded. To-size laser proofs will be returned to the school along with InDesign files for corrections. |

List additional cost (if any) for providing laser proofs, files on cd and proof corrections. List your turnaround time for proofs from the plant, and your expected turnaround time of proofs from the staff. Describe your plant's proofing processes and color-correction methods. Pages will not be submitted in flats or signatures. Do not include any offers for "free" software or computers.

List additional cost (if any) for art time, bleeding photographs across the gutter or off the page or proof corrections.

Typography will be either chosen from the printer's type collection or from proprietary typefaces acquired by the staff. If a font is offered, proof must be available to be shown of the vendors purchase of that font. List additional cost (if any) for submitting proprietary type.

- Portraits Underclass and senior portraits will be submitted on photography company CD or upload. The successful bidder must offer a portrait flow program at no additional cost. Please describe both your plant portrait flow process and your InDesign portrait flow plug-ins.
- Paper Book will be printed on 100# paper. List additional cost (if any) to change between gloss and matte signatures in the book.
- Consultant The successful offer's direct representative will be expected to visit the school to train staff, answer questions and assist in monitoring progress to meet deadlines. The school system enters into an agreement with a firm to produce the highest quality yearbook for its students. A critical element to the publication is the direct representative or consultant assigned to the project. This individual must be available to work closely with the staff throughout the project, and must possess the capabilities to help continue to move the program forward. Please describe in detail this individual's background, training and scope of accomplishments in scholastic journalism.

Include in your proposal the cost for EACH of the following:

1. Cover design service should a plant artist be required
2. Extra books when quantity is more than 750
3. Extra pages based on 4 pages, 8 pages and 16 pages
4. Credit for pages based on 4 pages, 8 pages, and 16 pages
5. Name stamping on book

Additional issues that should be addressed:

1. What is the turnaround time for proofs?
2. What image enhancements do you offer?
3. Do you have uploading capabilities? Describe.
4. Please discuss your companies web-based yearbook software program (if not using Adobe InDesign).
5. What workshops and in-school staff training does your company offer? Do not include out of state workshops, or "free" tuition to workshops.
6. Where is the plant located where materials will be submitted and books printed?
7. What will the deadline dates for the 2027 book be?
8. Provide at least three samples of your company's best work from high schools within 50 miles of Salem, Virginia.
9. Provide/discuss experience with the Columbia Scholastic Press Association program/crown application process.

Please note any deviations from the RFP specifications in your proposal.

Consider these specifications to enter into a contract with ANDREW LEWIS MIDDLE SCHOOL to provide yearbook services.

Specifications:

The following are specifications that should be considered for companies wishing to enter into a contract with Andrew Lewis Middle School to provide yearbook services. Preferred requirements are shown below, but cost of the book to the student is of utmost importance. The yearbook will absorb the spring supplement and therefore will also absorb that cost.

Yearbook:

- A. Creation of yearbook will be done through Adobe InDesign CC (latest version) or the company's online creation program and submitted online to the yearbook company (please discuss creation program if not using Adobe InDesign).
- B. 112-page book (minimum), up to 144 pages. We currently produce 144 pages.
- C. All color
- D. Trim size 78
- E. 100-pound paper
- F. Approximately 550 copies. This may decrease depending on fluctuation of enrollment.
- G. Overall cost of yearbook will include, at a minimum, a 16-page full color supplement (Spring activities) that can be adhered inside the main yearbook.
- H. Last deadline date for the supplement will be in mid- April.
- I. Completed yearbooks and supplements will be **delivered by the last Friday in April**
- J. Yearbook representative will visit classroom as needed
- K. The desired price point for the yearbook to the customer is no more than \$35-40.

Provide at least three samples of your company's best work from middle schools within 50 miles of Salem, Virginia

Please note any deviations from the RFP specifications in your proposal.

Consider these specifications to enter into a contract with four (4) ELEMENTARY SCHOOLS to provide yearbook services.

Specifications:

The following are specifications that should be considered for companies wishing to enter into a contract with our elementary schools to provide yearbook services. Preferred requirements are shown below, but cost of the book to the student is of utmost importance.

- A. Produce a full color school yearbook with a minimum of 350 copies at each elementary school to be printed and additional lots of 25 at additional cost or in quantities to be agreed upon individually for each school.
- B. Completed yearbooks and supplements, if applicable, will be **delivered by the second Friday in May**
- C. Provide at least three samples of your company’s best work from elementary schools within 50 miles of Salem, Virginia

Please note any deviations from the RFP specifications in your proposal.

NOTE FOR ALL SCHOOLS: DATE REQUIREMENTS MAY CHANGE FROM YEAR TO YEAR DUE TO SCHOOL DISTRICT CALENDAR CHANGES.

IV. Calendar of Events

The following is a tentative outline of the schedule for selecting an offeror:

- RFP issued April 7, 2026
- RFP responses due April 21, 2026 @ 4:00 pm
- Conduct interviews and discussions April 27 – 30, 2026
- Select top ranked proposer May 1, 2026
- Award bid and finalize contract documents May 13, 2026
- Contract begins July 1, 2026

V. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS - READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS PROPOSAL AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A PROPOSER.

Wherever the term Salem City or Schools is used, it is understood to include the Salem City School Board. Salem City Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1. The offeror shall cooperate with school officials in performing the contract to insure minimal interference with the normal school program.

SUBMISSION AND RECEIPT OF PROPOSALS:

- a) To be considered, all must be delivered in a sealed envelope, clearly marked with the words “PROPOSAL DOCUMENTS”, and the name of the item being Bid and received in the Salem City Schools Business office no later than the specified due date and time. Failure to timely submit such proposal shall disqualify the proposer and such proposal will be returned to the proposer unopened. **NO FAXED BIDS WILL BE ACCEPTED.**
- b) Unless otherwise specified, proposers must use the RFP/proposals form furnished by Salem City Schools. Failure to do so shall be grounds for rejection of the proposal.
- c) Proposals having any erasures or corrections must be initialed in ink by the proposer. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All proposals must either be typewritten or

printed in ink.

- d) The original copy of the proposal must not be permanently bound.

By submitting a proposal, the Offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an Offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal or any resulting contract.

Salem City Schools shall provide the mechanism for the evaluation of all information received. The school district reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the school district may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm. Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Chief Financial Officer regardless of price, quality or any other factors.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the school district, any contact initiated by any Offeror with any School representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

REFERENCES

All Offerors shall include a list of five (5) references, from school districts and/or similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

References may or may not be reviewed or contacted at the discretion of the school district. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The school district reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors

deemed relevant by the school district, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Salem City Schools. The school district will make the final determination of the proposal that best meets the needs of Salem City Schools.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the Salem City Schools, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Salem City Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

PRICES TO BE FIRM:

The proposer warrants, by virtue of proposal, that the prices, terms and conditions quoted in his proposal will be firm for a period of 60 days from the date the proposals are due. Net 30 after receipt of invoice. Price should include shipping.

INVOICES:

The vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for the items ordered, delivered and accepted by Salem City. All invoices must show the purchase order/contract number. All vendors need to be properly registered as a payment vendor for the City in order to receive payment and not as an employee of the school division. All vendors previously registered are still in the system as a payment vendor. If no prior business had been conducted, please provide a W-9 form with bid. Payment in advance is prohibited under this contract. Payment may only be made after the delivery and acceptance of goods or services. The supplier shall submit invoices in arrears.

DELIVERY POINT:

Unless otherwise indicated, all items shall be delivered F. O. B. with destination and delivery charges included in the proposal price. F. O. B. destination is interpreted to mean unloading and placing in the building or area as directed by the Schools.

CASH DISCOUNTS:

In determining the award of a proposal, cash discounts for prompt payment will be considered. Discount time period computations shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

BRAND NAMES:

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The Schools do not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is proposed, it is the vendor's responsibility to prove to the Schools that said product is equivalent to that specified in the proposal.

QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this proposal shall be of the best quality available.

ACCEPTANCE OF MATERIAL:

Until such time as all the conditions in the contract are fulfilled, Salem City Schools reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS:

Clearly specify your warranty of products and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY:

Time is of the essence for delivery of any items, products or service procured as a result of this proposal. If delivery is not made at the time specified, Salem City Schools reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future School contracts.

DEFAULT PROVISION:

In case of default by the vendor, the Schools shall have the sole discretion to procure the articles or services from other sources. The defaulting vendor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security. Upon written notice, the vendor will have 20 calendar days to remedy the default.

PRICING:

In the event of discrepancy between the total pricing and unit prices, the Schools in its sole discretion, shall determine the proposal price.

PROPOSAL:

A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The offeror shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the

Chief Financial Officer up to the time and date set for receipt of proposals. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each offeror is responsible for determining that all addenda have been received before submitting the proposal.

COPYRIGHTS OR PATENT RIGHTS:

The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that Salem City Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

FEES INCLUDED IN PROPOSAL PRICE:

Submitted proposals shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

TAX EXEMPTION:

Salem City Schools is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Schools will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY:

Salem City Schools reserves the right to request from the proposer, a separate manufacturer's certification of all statements made in the proposal. The Schools may request any or all proposers to furnish proof of experience, ability and financial standing.

SIGNED PROPOSAL CONSIDERED AN OFFER:

This RFP must be signed as herein provided. Submission of this signed RFP shall be considered an offer by the proposer or contractor to sell the items or services as required in the specifications. All proposals are subject to approval by the Salem City School Board. In the case of default by the proposer or contractor after acceptance, the Salem City School Board may take such action, as it deems appropriate, including forfeiture of any and all bonds or security and legal action for damages or specific performance.

COMPLIANCE WITH LAWS:

The proposer is responsible for compliance with all Local, State and/or Federal laws and regulations. Salem City Schools shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:

A vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Salem City Schools pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if

so required under Title 13.1 of Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Schools may void any Contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

ACCEPTANCE OR REJECTION OF PROPOSALS:

Salem City Schools reserves the right to accept or reject any or all proposals/offers. The Schools also reserve the right to award the contract for any such materials, goods or services the Schools deem will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combination as shall best serve the interest of the Schools. Salem City Schools reserves the right to make a site visit to the facility prior to bid award.

RULING LAW:

This RFP and any contract executed pursuant hereto of which this RFP shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the City of Salem or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS:

During the performance of this contract, the vendor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer. The offeror shall include the provision of the foregoing paragraph in every purchase order over \$10,000 so that the provisions will be binding upon each vendor.

INSURANCE:

The VENDOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the VENDOR'S execution of the work, whether such execution be by himself or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and

Claims for damages because of bodily injury, sickness 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 the VENDOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees, and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the Salem City Schools shall be filed with the Salem City Schools prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the Salem City Schools.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the VENDOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the VENDOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the VENDOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the VENDOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

ANTI-DISCRIMINATION:

By submitting their proposals, respondents/offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the

Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPS)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious beliefs, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; if the faith-based organization segregates public funds into separate accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1, and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

NONDISCRIMINATION OF CONTRACTORS:

A respondent, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the respondent or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Salem City Schools all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Salem City Schools under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Salem City Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable in whole or in part without the written consent of Salem City Schools.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this proposal, the proposer certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

ANTI-COLLUSION CERTIFICATION:

By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part

of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Salem City Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The school district cannot legally agree to any clause indemnifying the Vendor from any damages arising out of the contract or holding the Vendor harmless. The submission of a bid or proposal means that the Vendor agrees not to request such language in the resulting contract.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal. The City of Salem Schools reserve the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain adequate insurance.

The City of Salem Schools reserves the right to cancel and terminate any resulting contract upon ninety (90) day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and /or perform all services prior to the effective date of cancellation. Cancellation of the contract would become effective the ninety-first day after notification.

A Virginia School Data Privacy Agreement will be required as part of any resulting contract.

DRUG-FREE WORKPLACE

During the performance of this contract, the vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture,

sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

Prior to awarding a contract for the provision of services that require the Vendor or his employees to have direct contact with students, the school board shall require the Vendor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

Termination of Contract

- A. The City of Salem School reserves the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain any required insurance.
- B. This contract is for one year initially (2026-2027 school year) and renewable annually for a period of four additional years beyond the 2063-2027 school year (for a total of five years) if both parties are in agreement. Either party may cancel this agreement by providing notice to the other party in writing within 60 days of the end of the contract date.
- C. The offeror’s representative shall meet annually with the sponsor and principal to set price limits prior to or early in the school year.

PROPOSAL SUBMISSION REQUIREMENTS:

- A. FAX, telephone, email and oral proposals are not accepted.
- B. All erasures or changes shall be initialed by the proposer.
- C. The proposal shall be sealed and marked on the outside “**DIVISION-WIDE YEARBOOK SERVICES PROPOSAL DUE April 21, 2026 4:00 pm**”. **A non-bound original and seven (7) copies should be submitted.** Offerors are responsible for ensuring that proposals are submitted by the deadline.

- D. By submitting a proposal, the offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal or any resulting contract.
- E. Trade secrets or proprietary information submitted by the offeror in response to this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke this protection prior to and upon submission of data or materials, and must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. Only valid proprietary information in accordance with state law may be protected under this clause. **If the proposer deems any submitted material to be proprietary, they must submit a separate proposal copy in addition to the original and 2 copies with all proprietary materials removed to be available to others who request it under Virginia's Freedom of Information Act—if not submitted, the school division will assume all information in the proposal is subject to disclosure.**
- F. A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The offeror shall notify the offeror of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Chief Financial Officer up to the time and date set for receipt of proposals.
- G. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.
- H. Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each offeror is responsible for determining that all addenda have been received before submitting the proposal.
- I. Proposals not containing proprietary information shall only be open to inspection after the award of the contract.

VI. PROPOSAL RESPONSE FORMAT

The offeror shall include in their proposal the following information in any format as long as the information is provided in a clear concise manner:

- A. Length of time in business
- B. Name, address, telephone number of subcontractors to be used, if any
- C. Minimum of 3 references, all clients within 50 miles of Salem, Virginia in a school setting of a similar size (names, addresses, telephone numbers)
- D. Specific description of qualifications of firm and its project manager, general methods, how the task will be approached and completed

- E. Proposed cost and proposed pricing to students
- F. Vendor's sample contract and conflict resolution policy
- G. Description and availability of offeror's sample finished products of a similar nature for the school division to consider
- H. Any other information the offeror may wish to highlight related to qualifications or experience

VII. PROPOSAL EVALUATION AND SELECTION PROCESS

- A. The school division will review the proposals and conduct subsequent discussions by telephone or in person with at least 2 offerors. Proposals should be as thorough and detailed as possible so that the school division may properly evaluate the capabilities to provide the required goods/services.
- B. Selection of the successful offeror will be based on the following criteria:
 - 1. Overall qualifications, experience and industry reputation of the offeror
 - 2. Overall qualifications, experience and industry reputation of the proposed consultant assigned to our division
 - 3. Successful experience in completing similar projects
 - 4. References and any knowledge of prior work for the school division, if applicable
 - 5. Demonstrated knowledge of yearbook including demands of students, teachers, and parents
 - 6. Cost
 - 7. Quality of previous completed yearbooks or photographic services
 - 8. Quality of proposal and discussion points with proposers
- C. School staff will consider preliminary evaluation of all proposals on the basis of the information provided by the vendors to include service, sample product quality and unit price. Price may be considered but need not be the sole determining factor. Based on the results of the preliminary evaluation, the references of the highest rated vendor may be contacted. School staff will then conduct a final evaluation. School staff will then negotiate a proposed contract with the highest-rated vendor. At the time the proposed contract is negotiated, the vendor and school may negotiate any changes desired in the terms and conditions if deemed in the best interest of the school. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified vendor. All vendors are required to provide sufficient information in their written proposals to permit evaluation by school staff. The school will accept written proposals only, and is under no obligation to grant in-person presentations. The award document or contract shall incorporate the terms and conditions of the RFP.
- D. The school division shall not be obligated to justify its reason for non-selection to offerors whose proposal was not accepted.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP for Division-wide Yearbook Services

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

SIGNATURE SHEET
RFP for Division-wide Yearbook Services

BY SIGNING THIS CERTIFICATION, THE PROPOSER INDICATES AN UNDERSTANDING OF THE REQUIREMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PROPOSAL.

DATE _____

PAYMENT TERMS – NET 30

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

FEIN: _____

VA BUSINESS LICENSE NUMBER: _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC NUMBER OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE § 2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

REFERENCE FORM
RFP for Division-wide Yearbook Services

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

**Salem City Schools
Contractor Certification Form (Can be completed at time of Contract)**

The Code of Virginia (Section 22.1-296-1) requires contractors who provide services to schools with employees who will have direct contact with students on school property during regular school hours or during school-sponsored activities to provide certification that all such persons (contractor and employees) have not been convicted of the crimes listed below

I. Certification Section to be Signed by CEO or Designee

I certify to Salem City Schools, no employee of my company having direct contact with students during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense.

Name of Company CEO or Designee

Title of CEO or Designee

Name of Company

Signature of Company CEO or Representative

Phone Number () _____

Date _____

If the company is unable to provide the certification due to a conviction, please return the form and attach an explanation.

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II. Certification Section to be Signed by Each Individual Employee Who Will Physically Work on Salem School Property During Regular School Hours or School-Sponsored Activities

By signing below, I certify to Salem City Schools that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense.

Printed Employee Name

Signature

Date
