

**LAKE STEVENS SCHOOL DISTRICT NO. 004**  
**12309 22<sup>nd</sup> Street NE**  
**Lake Stevens, WA 98258**  
**Ph. (425) 335-1500 Fax (425) 335-1549**

**LEGAL PUBLICATION**

**Publish: May 24, 2023**  
**May 31, 2023**

<b>INVITATION TO BID</b>
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**Lake Stevens School District**  
**LAKE STEVENS SECONDARY SCHOOLS YEARBOOK**

The Board of Directors of Lake Stevens School District No. 4 and its designees will receive sealed bids at the Educational Service Center, 12309 22<sup>ND</sup> Street NE, Lake Stevens, Washington 98258 until:  
**1:00 p.m. June 8, 2023**, for:

**Lake Stevens Schools Yearbook**  
**2023/24 - 2025/26**

Specifications are available to interested bidders by calling or writing to:

**Lake Stevens School District**  
**Business Office**  
**12309 22<sup>nd</sup> Street N.E. Lake Stevens, WA 98258**  
**(425) 335-1503**

All bids must be submitted in sealed envelopes with the Bidder's name, address, the name of the project and the deadline date and time appearing on the OUTSIDE of the envelope. It is the sole responsibility of the Bidders to see that their bid is delivered by the designated time. No responsibility will be taken by the District for wrong delivery by any Bidder, for delays in the US mail, or internal district mail, or for misaddressed or misrouted bids. Any bids received after the scheduled closing time for the receipt of bids will be returned to the Bidder unopened.

Details and bid information may be obtained from Teresa Main, Assistant Superintendent, Business and Operations, 425-335-1503, [Teresa\\_Main@lkstevens.wednet.edu](mailto:Teresa_Main@lkstevens.wednet.edu).

Each bid shall be accompanied by a certified check or cashier's check made payable to **Lake Stevens School District No. 4**, or Bid Bond in the amount of not less than five (5%) percent of the amount bid.

The Board of Directors reserves the right to reject any or all bids, to split awards by schools and to waive any informalities or irregularities in the bids or bidding and to accept the bids deemed to be in the best interest of the District.

Teresa Main  
Assistant Superintendent  
Business and Operations

Publish: *Everett Herald*

**Dates: May 24, 2023**  
**May 31, 2023**

**LAKE STEVENS SCHOOL DISTRICT NO. 4**  
**12309 22<sup>nd</sup> Street NE**  
**Lake Stevens, WA 98258**  
**Ph. (425) 335-1500 Fax (425) 335-1549**

**INFORMATION FOR BIDDERS**

**1. TERM OF CONTRACT**

The bid put forth is for publishing of 2023/24, 2024/25, and 2025/26 Lake Stevens Secondary Schools yearbooks.

**2. PREPARATION OF BID FORM**

All bids must be appropriately identified with unit and total price indicated, exclusive of Washington State Sales Tax, F.O.B. Lake Stevens. In the event of error in extensions the unit price shall govern in all cases.

**All bids must be submitted in sealed envelopes bearing on the OUTSIDE the name of the Bidder, their address, the name of the project for which the bid is submitted and the deadline date and time.** It is the sole responsibility of the Bidder to see that their bid is received by the designated date and time. No responsibility will be taken by the District for wrong delivery by any Bidder, for delays in the U.S. Mail or internal district mail, or for misaddressed or misrouted bids. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

When submitting a bid form, include pages only where quotations are included.

**3. SIGNATURE**

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized as a representative to sign the bid.

**4. MODIFICATIONS**

Changes in, or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation. No oral or telephonic modifications of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of the bids.

**5. ERASURES**

Any erasures, interlineations, or other corrections in the bid must be initialed by the person or persons signing the bid.

**6. WITHDRAWAL OF BIDS**

Any Bidder may withdraw their bid, either personally, by written request or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

**7. DISQUALIFICATION OF BIDDERS**

The District, in their discretion, may determine that a bidder is not responsible and reject their proposal for any of the following reasons:

- A. More than one proposal on the same project from a bidder under the same or different names.
- B. Evidence of collusion with any bidder or bidders. Participants in such collusion shall be disqualified from submitting bids on any further work.
- C. If a bidder is not qualified for the work involved or the extent of their bid.
- D. Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, or progress as shown by past or current work for the Owner.
- E. Uncompleted work, whether for the District or otherwise which might hinder or prevent the prompt completion of the work bid upon.
- F. Failure to pay or settle bills for labor or materials on any former or current contracts.
- G. If the bidder has previously defaulted in the performance of or failed to complete a written public contract, or has been convicted of a crime arising from a previous public contract.
- H. Any other inability, financial or otherwise, to perform the work.
- I. A bidder not authorized to do business in the State of Washington.
- J. For any other reasons deemed proper by the District.
- K. Failure to list subcontractors on bid form.
- L. If the contractor or subcontractor have been suspended or debarred from Federal or State projects.

**8. INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Contract Document or finds discrepancies or omissions therein, they may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery and no later than five (5) days before the date specified for receipt of bids. Any interpretation or correction of the Contract Document will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such Contract Document. The District will not be responsible for any other explanations or interpretations of the Contract Document. No oral interpretations of any provision in the Contract Document will be made to any Bidder.

9. **AWARD OF CONTRACT**

The award of Contract is subject to the right which is reserved by the District to reject any and/or all bids or any items thereof, to split awards based on schools and to waive informalities or irregularities. Award of Contract shall be by "Board Approval" scheduled for the next regular Board Meeting after the bid opening.

10. **"OR EQUAL" CLAUSE**

Whenever equipment is specified by giving the manufacturer's name, brand or number, it is understood that the words "or equal" follow thereafter. Manufacturer's name, brand or catalog number is given as a means of description and as a basis of quality. Any items bid of a lesser or inferior quality than that which has been specified shall be rejected as not meeting specifications.

The District reserves the right to be the sole judge of quality and merits thereof. Whenever bids are submitted, the manufacturer's name, trade name and catalog number of such materials must be specified.

11. **ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this contract nor any part thereof, nor any monies due or to become due thereunder, without prior written approval of the District.

12. **USE OF THE "BID FORM"**

All Bidders shall indicate firm name and lump sum bids as specified. "No bid" should be written where the contractor does not want to bid. It will not be necessary for the Bidder to be present at the time of the bid opening. The tabulation will be available for inspection by the Bidders for a period of three (3) days following the date of bid opening.

13. **PERFORMANCE SECURITY AND BID BOND**

A bid bond or cashier's check in a sum equal to five (5%) percent of the total bid shall accompany each bid. Bonds and/or checks of unsuccessful Bidders shall be returned within 14 days following the Board's awarding of the bid; bonds and/or check of the successful Bidder will be returned upon completion of delivery subject to the District's approval thereof.

Performance Bond - Before entering upon the work, the Contractor shall execute and furnish to the District a performance and payment bond with a surety company licensed to do business in the State of Washington. Said surety bond to be payable to the District in a penal sum of the full amount of the contract plus Washington State sales tax conditioned that the Contractor shall faithfully perform all the provisions of this contract and shall be suffered or claimed for injuries to persons or property during the carrying out of the work of this contract; and further conditioned as required by law for the payment of all laborers, subcontractors and material men with provisions or supplies for the carrying on of such work or properly filed liens related to said contract. (Per RCW 39.08)

14. **STATEMENT OF NON-DISCRIMINATION**

The contractor assures the Lake Stevens School District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities will be considered and will not be discriminated against on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. This is in accordance with Title VI of the 1964 Civil Rights Act: Section 504 of the Rehabilitation Act, 1973, as amended; and Title IX / RCW 28A.640 of the Education Amendments of 1972, as amended.

15. **ALTERNATE PROPOSALS**

Alternate proposals on materials shall include complete detailed catalog cuts, specifications and descriptions of the same. Samples shall be made available for examination within seven (7) days following the opening of the bid, if such examination is requested by the District.

If the Bidder fails to indicate alternate proposals on the bid form, the District will consider the equipment to be the same manufacturer as indicated in the bid specifications and the Bidder shall be required to furnish the same. Any alternate proposals must conform to specifications as indicated.

16. **QUANTITIES**

It is understood that the quantities stated are approximate only and are subject to either increase or decrease at the District's direction and are stated only for the purpose of comparing bids. Should the quantities of any of the items be increased, the undersigned Bidder shall furnish the additional articles at the unit prices set out herein; and should the quantities be decreased, payment will be made on actual quantities installed at such unit prices. The undersigned Bidder will make no claim for anticipated profits or additional compensation for any increase or decrease in the quantities.

17. **APPLICABLE TAXES**

It is also understood that Lake Stevens School District is exempt from paying Federal Excise Taxes in any form and such taxes shall not be included in this bid. A certificate of exemption will be furnished by the District where required.

Washington State Sales Tax shall not be included in any item quoted in this bid.

18. **TERMINATION OF CONTRACT**

In addition to any other remedies it may have, either party may terminate this Contract if the other party breaches any of the terms or conditions of this agreement and fails to cure such breach within sixty (60) days' written notice. Terms of termination may be negotiated by the parties herein and submitted to arbitration if no agreement can be reached. The cost of arbitration will be equally shared by both parties.

19. **REFERENCES**

Provide three references of work completed in the past three years.

**BID AGREEMENT**

Pursuant to and in compliance with the "Information for Bidders" and the documents relating thereto, the undersigned hereby acknowledges full understanding of the provisions of the bid document and proposes to furnish and deliver all of the items enumerated at the prices quoted herein.

It is understood that the obligations under any contract which may be awarded to the undersigned Bidder shall be completed by the undersigned Bidder within the time stated in "Information for Bidders."

It is also understood that notification of acceptance of any items bid shall be in the form of a written purchase order issued by the District.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Date Phone

**CONTRACT**

**Lake Stevens School District No. 4**

**LAKE STEVENS SCHOOLS YEARBOOK**

Pursuant to the **Information for Bidders** and bid specifications for the project indicated above, the undersigned contractor/vendor hereby acknowledges full understanding of the provisions of the bid documents and agrees to furnish and deliver all of the items and/or services at the price quoted.

All obligations under this contract with the undersigned contractor/vendor will be completed within the time and conditions stated in the **Information for Bidders**.

It is understood that this completed document including district authorized signatures and an attached written, signed Purchase Order from the Lake Stevens School District shall serve as a contract between:

**Contractor:**

	<b>Lake Stevens School District No. 4</b>
Name/Company	District
	<b>12309 22<sup>nd</sup> Street N.E.</b>
Address	Address
	<b>Lake Stevens, WA 98258</b>
City, State, Zip	City, State, Zip
Authorized Signature	Authorized Signature
Date	Purchase Order _____