



PERRY COUNTY BOARD OF EDUCATION
315 Park Avenue
Hazard, Kentucky 41701

PHOTOGRAPHY BID
GENERAL INFORMATION & BID INSTRUCTIONS
(PLEASES READ CAREFULLY)

The Perry County Board of Education (herein after called The Board of Education) will receive sealed bids for the item(s) listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Bids must be mailed or delivered to Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky 41701 in a sealed envelope marked "PHOTOGRAPHY" in the lower left hand corner. The name and address of the vendor shall appear in the upper left hand corner of the sealed envelope.

Copies of this invitation to bid may be obtained at the Central Office at the above address between 8:00 a.m. and 4:00 p.m. Monday through Friday, prior to the time and date specified for bid opening. A copy will also be available on the Perry County Schools district website at www.perry.kyschools.us

PERIOD OF CONTRACT:

The period of the contract will extend from July 1, 2020 or 1st day of month following Board approval (whichever is later) through June 30, 2021.

TIME OF BID OPENING:

Bids will be opened at 10:00 a.m., April 15 2020 or as soon thereafter as the business of the board of education permits. All bids must be received by 10:00 a.m., April 15 2020 and none will be considered thereafter.

The Board of Education cannot assume responsibility for any delay as a result of failure of the mail to deliver bids on time. We do not accept FAX or email bids.

LOCATION OF BID OPENING:

Bids will be opened and read aloud at the Perry County Board of Education, 315 Park Avenue Hazard, Kentucky 41701. You are invited to be present at the bid opening.

BID AWARD:

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis, whichever is deemed to be in the best interest of the Board of Education.

ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All proposals must be submitted on the "General Information & Bid Form".

SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations as adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested. The successful vendor(s) shall

not be required to provide a performance bond equal to the aggregate total of their bid award for this contract.

EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing there-under during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of negligence of the party not performing.

PENALTIES

In case of default by the vendor, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

TAXES

The Federal Excise Tax and Kentucky Sales and Use Tax are not to be imposed at the Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the column provided. If bidder fails to indicate brand or trade name, where requested, the item & bid may be disqualified.

NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

(1) The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.

(2) The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge or expense for all such calls.

SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished within 7 business days of request date. Failure to furnish requested samples within this time frame may disqualify bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the specifications and bid form. Samples are to be mailed or delivered to Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky 41701.

If samples are required, and they are not claimed by April 15 2020 samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume, or destroy such samples if considered necessary for testing purposes.

NOTE: DESCRIPTIVE LITERATURE MUST BE ATTACHED TO YOUR BID IF YOU ARE NOT BIDDING THE BRAND INDICATED ON THE BID FORM.

K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

BIDS

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

The Board of Education meetings are normally held on the third Tuesday of each month. Bidders are requested not to call the Central Office for a tabulation of the bids.

Any bids received after scheduled time of opening will be returned unopened to the bidder.

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left hand corner of the envelope.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form.

For any clarification relative to this bid, contact Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky 41701. Telephone (606) 439- 5813.

PRICES AND/OR PERCENTAGE OF DISCOUNTS

All prices and/or percentage of discounts quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices and/or percentage of discounts will then be firm for the time period indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled.

Should errors exist in the extended price, the unit price will prevail.

OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF PERRY COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF PERRY COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AN AS INDUCEMENT, OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF PERRY COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

NAME OF COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

(PRINTED OR TYPED NAME): _____

OFFICIAL TITLE: _____

TELEPHONE NUMBER: () _____ - _____

FAX NUMBER () _____ - _____

DATE: _____

Perry County Board of Education
315 Park Ave
Hazard, Ky 41701
606-439-5813

-----REQUEST FOR PROPOSAL-----

Reference Number: **PHOTOGRAPHY** Title: **PHOTOGRAPHY PROPOSAL**

Date Proposal is Due: April 15 2020

Time Proposal is Due: **10:00 a.m.** (local time)

Proposals are requested for photography services, subject to conditions of this request for proposal.

GENERAL CONDITIONS

1. An original copy of the completed proposal package must be submitted to the above address in an envelope clearly marked on the outside with "**PROPOSAL—PHOTOGRAPHY**".
- 2. To receive consideration, proposals must be received prior to the time designated in this RFP, and none will be accepted afterward. No proposal will be accepted by fax or e-mail.**
3. Bid responses should be prepared on your company's letterhead and be dated and signed by an employee authorized to legally bind the company.
4. Any changes made on the proposal forms (erasures, strikeouts, white-out, etc.) must be clearly initialed.
5. The Board of Education reserves the right to waive defects and informalities in proposals, to reject any and all proposals, or to accept any proposal as may be deemed to be in its best interest.
6. All proposals shall be effective from the date of opening until the date specified in the special conditions of proposing, and no proposal may be withdrawn prior to that time.
7. All proposals shall remain in effect for one year from the date the proposal is awarded unless otherwise stated on the proposal form.

8. It is to be understood that the proposing company, if awarded the contract, agrees to protect, defend, and save harmless the Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction, or form a part of the work covered by the contract. The proposing company further agrees to indemnify and save harmless the Board of Education from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or for, any of the acts of the proposing firm, its servants, or agents.

9. CONFLICTS OF INTEREST:

- a. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Board of Education in connection with contract for supplies or services, whether such gratuities or kickbacks are direct or indirect.

- b. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees which are designed to secure a public contract for supplies or services.

THIS CERTIFICATE MUST BE EXECUTED BY BIDDER

Company Name

Address

Telephone _____

Date _____

Signature

Printed Name _____

Title _____

SPECIAL CONDITIONS

1. Information pertaining to any item or condition in this RFP may be obtained by communicating with Courtney Patula at (606) 439-5813.
2. The purpose of the proposal is to provide photography services to individual students, teams, clubs, and other groups within Perry County Public Schools.
3. The proposal will cover the period beginning July 1, 2020 through June 30, 2021.
4. The proposal will include at least one economy package of photographs for families of students with limited resources.
5. The proposal shall clearly state, as a percentage of the total cost of the package, the commission the schools will receive. The schools will collect the payments for packages sold and remit the funds and applicable state sales tax, less commissions earned, to the vendor within thirty (30) days of receipt.
6. Any literature provided to parents and/or students by the vendor must include a statement that part of the proceeds from the sale of photographs will go to the school to support school programs.
7. The awarded vendor will provide a CD of student photos for each school.
8. The awarded vendor will also provide assistance to schools in the production of yearbooks by providing CD disk and digital copies of all team and group shots taken and other assistance as needed.
9. The current enrollment of the district is about 4,000. The district has two high schools and seven elementary schools that will be included in this proposal.
10. The Perry County Board of Education will evaluate proposals based on products offered, potential profit or proposed commissions, and prior experience where applicable. The Board is looking for what it considers the “best” proposal for its schools and its families.
11. The awarded vendor will be responsible for arranging an appointment schedule with each building principal for original photography and re-takes.