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# Pulaski County Board of Education

# Invitation To Bid

925 N Main Street  
Somerset, KY 42503  
Fax 606-679-1438

Reference Number: Photography Bid 2023-24

Date Bid is Due: March 3, 2023

Time Bid Is Due: 2 pm

Department or School: District Wide

Date Bid Released: February 3, 2022

Bid Title: A. School Photos

B. Senior Photos and Graduation

Fund: Various

Date Bid Advertised: Beginning February 3, 2023

The Pulaski County Board of Education is accepting bids for school pictures in the Pulaski County School System. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read all instructions and specifications carefully. Failure to comply with these instructions will disqualify your bid.

All bids must be sealed in an envelope and marked "Photography Bid" in the lower corner.

## PERIOD OF CONTRACT

The period of this contract shall be from July 1, 2023 through June 30, 2024, with the option to renew for up to two additional one-year periods, provided such a renewal is mutually agreeable to both parties. Agreement concerning renewal shall be reached by April 1 of each year.

## BID DEADLINE AND TIME OF BID OPENING

Bids must be **received by 2:00PM on March 3, 2023.** Failure to submit bid documents before this time will automatically prevent the opening and consideration of your bid.

The Board of Education cannot assume the responsibility for any delay as a result of the failure of the postal or other delivery service to deliver bids on time.

## TIME OF BID OPENING

Bids will be opened at this time but no immediate decision will be rendered at the bid opening concerning the proposals submitted. A committee will then review the proposals the following week and prepare a recommendation for our next Board Meeting.

## BID AWARD

The primary basis for awarding the bid will be based upon the best value to our District. Best value is based on, but not limited to the following:

- Quality
- Experience
- Price
- Service

We have divided the Photography Bid into two separate groups.

- A. School Photos B. Senior Pictures and Graduation  
B. Vendors may respond to only one category or both

GENERAL CONDITIONS

- Submit one copy of the completed bid in an envelope clearly marked "Bid" and include the above reference number.
- Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. All bid prices must include transportation and delivery to the warehouse or building as specified.
- All bids shall be effective from date of opening until the date specified in special conditions of bidding, and no bid may be withdrawn prior to that time.
- When applicable, the firm, company, or manufacturer awarded the bid must have a representative available for on-site visits if a special need arises or if there is a problem with the product(s) bid.
  
- It is to be understood that the bidder, if awarded an order or 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 either order or contract; and he 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 contractor, his servants or agents.
- Federal Excise Taxes or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Pulaski Co. Public Schools. Bids should not include any such taxes. Purchase Exemption certificates will be furnished as required.
- CONFLICTS OF INTEREST
  - A. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Pulaski County Public Schools in connection with contracts 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 those who are designed to secure a public contract for supplies or service.
- Information pertaining to any item or condition in this request may be obtained by communicating with the Pulaski County Public Schools, 925 North Main Street, Somerset, Kentucky 42503 (606) 679-1123.

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THIS CERTIFICATE MUST BE EXECUTED BY BIDDER

In compliance with this invitation to bid; in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted within the time stipulated above, to furnish any or all of the items upon which prices are quoted in accordance with the specification applying at the price set opposite each item.

**NOTE:** By law, the school district must receive approval from the Board of Education prior to payment of invoices unless it is taking advantage of a discount. Otherwise, payment must be made after receiving approval of the payment by the Board, which meets the Tuesday following the second Monday of each month.  
No late charges, finance charges, carrying charges or other such charges will be honored.

Company \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

GENERAL BID INSTRUCTIONS & REQUIREMENTS  
(PLEASE READ CAREFULLY)

**A. 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.

**B. BID DOCUMENTS**

An officer or member of the bidding firm who is authorized to legally bind the firm must sign the Official Bid Form.

**C. 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 after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any items that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid to follow carefully the specification details. Only items meeting the requirements are to be quoted on the regular bid form.

**D. MODEL PROCUREMENT REGULATIONS**

The Model Procurement Regulations 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 and the Model Procurement Regulations, the Regulations shall control.

**E. 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.

**F. INSURANCE**

Prior to commencing performance of any services in a school, the successful bidder shall submit evidence of workman's compensation and liability insurance. Acceptable as evidence will be a letter from bidder's insurance carrier stating said insurance is in force, the expiration date, and the amount or limits thereof. Please include this with your bid response.

**G. EXCUSE FOR NON-PERFORMANCE**

The successful vendor (s) shall be excused from performing hereunder 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.

**H. PENALTIES**

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

I. TAXES

A state sales tax exempt certificate shall be provided upon request to the awarded bidder.

J. 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.

K. DELIVERY

The successful bidder agrees to furnish and deliver the items within the terms of this bid as prescribed by the Director of Business Operations.

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

L. SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for the bid deadline. Failure to furnish samples, if requested, may disqualify any 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 must indicate the supplier's name and the corresponding item number as shown in the invitation to bid, if applicable.

Requested samples must be delivered by the bid deadline. 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.

M. BIDS

All bids will be tabulated and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action.

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

N.

No bid may be corrected, 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.

O. PRICES

All prices quoted by the various bidders must be firm for the time period that is 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 correction inserted and initialed by person signing the bid. Also, corrections made with correction tape or fluid is to be initialed.

P. 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 equal", if not inserted, is implied. If you do not bid the manufacturer requested, vendor must list manufacturer actually bid.

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.

Q. SUBSTITUTIONS

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Rebecca Wright or Shelley Todd at Pulaski Board of Education.

R. OTHER CONDITIONS

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

The Board of Education reserves the right to award multiple awards on the same item where more than one standard of quality is desired or any other time it would be in the best interest of Pulaski Board of Education to do so.

S. CRIMINAL HISTORY VERIFICATION

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Pulaski County students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: sex-related offense convictions, convictions against minors, felony offense convictions against persons or property, alcohol violation convictions, drug related offense convictions, deadly weapon related offense convictions, or a pattern of irresponsible behavior, based upon the background check. Upon request, the successful bidder will supply evidence that criminal history checks have been completed for employees in contact with our students.

## SPECIAL CONDITIONS—SCHOOL PICTURES

### AWARDING OF CONTRACT

Contracts may be awarded to the best overall evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this request for proposal. The Board of Education has the right to reject all proposals if it is deemed in its best interest. Bids will be evaluated based on the following criteria: commission rate, perceived quality of service, quality of product, and variety of services/products offered. Each criterion will be weighted according to its importance. Should the Board perceive all bidders to be roughly equal on perceived quality of service, quality of product and variety of services/products offered, the Board reserves the right to award this contract based solely on commission rate.

### COMMISSION RATE

Commission rate will be a big consideration for awarding the bid contract. The rate considered may be an average commission rate for all photo sales including Fall, Spring, and additional requested photos or only the Fall and Spring photos.

### QUALITY OF SERVICE

This proposal should include the following types of information: background/qualifications of photographers, description of how our account would be maintained including a tentative schedule, estimated duration of visits to each school, how you will be communicating with students, how orders will be placed and tracked, handling of money, delivery of pictures to students, how retakes and/or refund will be handled and a complete description of services.

### QUALITY OF PRODUCT

Please send sample photographs with your bid.

### VARIETY OF PRODUCTS

Please send information describing the variety of products offered to students.

### REFERENCES

In case of a tie or close decision between two or more bidders we ask that each bidder supply a list of three references to aid in the determination of the bid award. Please do not use employees of the Pulaski County Board of Education or their family members as references.

**Bidder, by signing the Official Bid Form, indicates that the method of evaluation is understood and agrees to submit a bid under these conditions and abide by the results.**

### PHOTOGRAPHY SALES

Bidder understands that each transaction for photography sales is an independent business transaction between bidder's company and the student. Therefore, the bidder's company assumes all responsibility for the quality of services provided to the students. Bidder's company is also responsible for collection and payment of all applicable taxes.

Bidder is responsible for the collection of money owed by the students for the services rendered by the company. In the literature sent home to parents about student pictures, parents must be instructed to either (1) enclose exact change or (2) enclose a check or money order made payable to "ABC Photography Company", not payable to the school.

The successful bidder shall furnish each school a composite school picture sales audit report. This report will show student's name, package selected, cost of package, and school commission. A copy of this report for each school must be sent to the district finance officer.

Each school and the district finance officer shall also receive a consolidated statement, by packages ordered, showing total dollar sales and commission calculated.

## SERVICE PRINTS

Service prints will be provided at no cost to each school for use in the yearbook, student records, etc. Schools may require these service prints be actual photos and/or digital photos. Digital photos will be required for use in the student information system.

## MONEY BACK GUARANTEE

All student packages must carry a money-back guarantee. In addition, bidder must offer the student requesting a refund the option of having the picture retaken. The successful bidder shall provide a refund system and all refunds must be made within (14) calendar days of the refund request.

## INDIVIDUAL PICTURES

With the exception of Sports Photos and Services, all photographs shall be taken at the school during the regular school day as desired by each school. Photographer shall take no less than two (2) photographs of each student. Photographer will be responsible for selecting the best photograph for the student's package.

Each school shall provide a homeroom listing to the successful bidder. This homeroom listing shall remain the property of Pulaski County Schools and may not be used or distributed for any function except for photography use. The successful bidder shall be responsible for providing individual student information on the outside of each student's picture package.

Individual student photographs will be taken during the Fall with the option for Spring pictures as well. All of our schools currently offer Spring photos to students. The choice to have Spring picture sales will be left up to the school principal.

Once the successful bidder has been awarded the contract, the bidder may contact the schools to set up the initial picture dates. As soon as all dates are known a listing for all picture dates should be sent to the district finance officer. All printed materials must contain a statement to the effect that part of the price of the photographs is retained by the school as a fund raising activity and will be used for school purposes. In addition, the successful bidder will also provide the district finance officer with a copy of all printed materials to be sent home to students and parents concerning school pictures two weeks prior to use. This is to check for compliance with bid amounts and specifications.

## BACKGROUNDS

Several background color choices shall be offered at each school. The school will choose the background for their use.

## PAYMENT METHOD

School shall have a choice on whether photography program will be family approved, prepaid or proof.

## DELIVERY OF PHOTOGRAPHS

All student photographs should be delivered to the school sorted alphabetically (both by homeroom teacher and within each class) with student information clearly listed on the front of all picture packages. Photographs are to be delivered to each school within twenty-eight (28) calendar days of the initial picture day. Delivery is intended to mean in the possession of the school principal.

## RETAKES

On the same date of the initial picture day, the school photographer shall arrange with the school principal for a retake session. These retake pictures shall be taken for students who were absent on the initial picture day or whose picture is unacceptable to the student or parent.

## SCHOOL PICTURE PACKAGES

The following pages contain the Official Bid Form. In order for your bid to be valid you must use the Official Bid Form. When possible, please type your bid so that it is clearly legible. If typing is not an option, make sure that your bid is printed clearly in ink. Illegible bids will be disqualified from contention in the bid process. If you must make a correction to your bid before submittal, the person signing the official bid form must initial and date the change. This is to insure that bids have not been tampered with.

## SENIOR PHOTOGRAPHS

Senior photographs will be taken during the early Fall months at the school on a date mutually agreed upon by the photographer and school principal. After notification of bid award, the successful bidder may contact the high school to schedule senior pictures. Senior will have the opportunity for a minimum of two (2) formal poses and (2) other poses with a background determined by the school. All seniors will be provided with proofs from which to make purchases and select a yearbook pose.

All proofs will be mailed to student's home with relatively self-explanatory price list enclosed. Proofs shall be mailed to the student within fifteen (15) days or his/her portrait sitting.

When the student returns the proofs and places an order for personal pictures, one-half of the amount due shall be paid. The balance shall be due when the pictures are delivered. Finished portraits shall be delivered to the students within twenty-eight (28) days after the order is placed.

Students will select a pose for the yearbook. This pose shall be fully retouched. The pose selected for the yearbook shall be provided to the school before October 31st of the school year for which the bid award pertains.

The entire process of submitting proofs, selecting poses, and returning finished portraits to students shall be completed before December 1st of the school year for which the bid award pertains.

## GROUP PICTURES

Group pictures includes, but is not limited to, homerooms or grades, clubs, bands, prom, graduation, cheerleaders, athletic or scholastic teams of any kind. Also included shall be any group which the school principal, in his/her discretion shall reasonably request to be photographed. School photographer must be available to photograph various events and activities by pre-arrangement with the yearbook staff such as senior favorites, etc. When photographers are booked for an event, some form of written confirmation must be provided to the school detailing the photographer, time of arrival, and the estimated time the photographer will be there to take pictures. A senior class photo will be made and an 11" x 14" and 8" x 10" will be offered for sale to students. This group photo, in an 11" x 14" will also be supplied to the yearbook staff for school use.

School group photographs are an optional purchase. In addition, the school principal may chose not to offer group pictures for sale to students. In this case, the school photographer shall still take group photographs for yearbook purposes. This decision may be made on an event-by-event basis.

School group photographs shall include accurate identification of the school, activity, sponsor or teacher, and year. The school photographer shall take at least two (2) pictures of each school group. School group photos offered to students shall be 5" x 7" and 8" x 10" color photographs.

## ADDITIONAL INFORMATION

All photographs must be printed on high quality photographic paper.

Photographers sent to schools must have at least two (2) years experience in photographing school children. They must take time to help arrange the student's hair and clothing, as well as center and pose the student prior to photographing to ensure all students get the best picture possible. Photographers who attempt to photograph students on a "run-through" basis will be immediately barred from further photographing. Should such action be taken against the photographer, the deadlines stated herein shall not be affected.

The successful bidder shall schedule an initial picture day with each school principal within thirty (30) days of notification of bid award. Bid award letter will include a listing of all school principals and contact information.

School photographer shall provide the school with an alphabetical listing of all students photographed.

Retake day shall be no more than sixty (60) days from the initial picture day. Retake pictures must take place during the regular school day as desired by each school principal.

At this time, to more equally be able to compare packages, Pulaski County Schools has decided to price packages by number of 8.5 x 11 pages. For example—a package of (1) 8x10 and a sheet with (2) 5 x 7 and a sheet with (4) 4x6 would be 3 total sheets. Pictures should be priced by page and students able to order the pages wanted. Any pictures larger than 8 x 10 or specialty items can be sold separately at a different price. Vendor must give the price for students and the percentage of commission offered to the school for Fall pictures, Spring pictures, and Special Occasion pictures. Special Occasion pictures shall include graduation pictures, prom pictures, sports team pictures and the pictures taken for any other occasion requested by the school. Senior portraits are listed on a separate page.

If for some reason during the duration of this bid award period packages need to be altered in some way, size of pictures and/or the quantity of pictures must exceed the minimum package specifications of the original bid. The Board of Education reserves the right to refuse to allow the sale of any packages considered to be not reasonably priced.

Group photographs as listed in a separate section of the bid form. As previously noted, 5" x 7" and 8" X 10" color photographs must be offered for sale to students if group photographs are taken. An 11" x 14" photo of the senior class must be offered for sale.

**AWARDED VENDORS FOR PART A - SCHOOL PHOTOS AND PART B - SENIOR PHOTOS AND GRADUATION WILL ALSO BE AWARDED THE OPPORTUNITY TO DISCUSS SPORT PICTURES WITH THE SCHOOLS. EACH SCHOOL DOES THESE DIFFERENTLY, SO THERE IS NOT A ALL FOR ONE AWARD IN SPORTS PHOTOS BUT AWARDED VENDORS OF THIS BID WILL ALSO BE AWARDED VENDORS FOR THE SCHOOLS WHO CHOOSE TO UTILIZE THE PHOTO BID FOR SPORT PICTURES.**





## B. SENIOR PICTURES

Do you intend to charge a sitting fee? \_\_\_\_\_ If yes, how much per student? \_\_\_\_\_

Please quote all packages with both with and without retouching. Retouching should reduce or completely remove skin blemishes, skin imperfections, and eyeglass reflections on all photos in the picture package. Additionally, quote packages with personalization. Personalization will include student's first name and school year in lower right hand corner of pictures—color options for text may be offered, i.e. gold, white, black, etc.

Package Name	Package Contents	Student Price without Retouching	Student Price with Retouching	Student Price with Personalization	Student Price without Personalization	Student Price with BOTH Retouching and Personalization	Commission Rate
A	2 SHEET MINIMUM						
B	3 SHEETS						
C	4 SHEETS						
D	5 SHEETS						
E	6 SHEETS						
ADDITIONAL PRICE BY SHEET FOR MORE THAN 6							

### REQUIRED ITEMS AND ADDITIONAL ITEMS FOR SENIOR PICTURES

Item Name	Item	Student Price (with package)	Student Price (without package)	Commission Rate
	1 16 x 20			
	1 11 x 14			





