INVITATION TO BID

BID/RFP No.:	**27-PHYB-25**
DATE ISSUED:	**3/13/2025**
QUESTION DEADLINE:	**3/20/2025**
BID CLOSING DATE:	**4/03/2025**
TITLE:	**PHOTOGRAPHY AND YEARBOOK RFP**
CONTRACT ADMINISTRATOR NAME:	**Cinda Roberts, Purchasing Agent**
EMAIL CONTACT:	cinda.roberts@kenton.kyschools.us

The Kenton County Board of Education's Purchasing Department will receive sealed bids for items and/or services listed herein. 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 shall disqualify your bid.

BIDS MUST BE RECEIVED NO LATER THAN: April 3, 2025, by 1:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "**BID No. 27-PHYB-25 RESPONSE**" or;
2. Emailed with "**BID No. 27-PHYB-25 RESPONSE**" in the subject line.

Bid Delivery Address:
Kenton County Board of Education
Attn: Purchasing Department
1055 Eaton Dr.
Ft. Wright, KY 41017

Bid E-mail Address:
kenton.purchasing@kenton.kyschools.us

Bid Opening:

1. Bids will be opened on **Thursday, April 3, 2025, at 1:00 PM EST**.
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education.

Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, May 5, 2025.**

Period of Contract:

The period of the contract will be from **AUGUST 1, 2025, through JULY 31, 2026,** with three (3) potential annual contract extensions if agreed upon by both parties before the renewal date. Prices may be negotiated upon renewal but may not exceed the percentage change of the Consumer Price Index, all items less food and energy, annualized (from monthly percentage changes), as published by the Bureau of Labor Statistics.

VENDOR INFORMATION:

Name of Company:	**Phone:**		
Address:	**City:**	**State:**	**Zip:**
Contact Name:	**E-mail Address:**		
Signature:	**Date:**		

BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY

45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

1. It shall be a breach of ethical standards for an employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract and any solicitation or proposal therefor, in which to his knowledge:

i. He, or any member of his immediate family has a financial interest therein; or

ii. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or

iii. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a part. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

45A.990 – PENALTIES

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County, Kentucky shall be deemed guilty of a Class C felony.

2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Kenton County Board of Education, 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 Class C felony.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature _____ Date_____

Print Name _____ Title_____

BIDDER IS TO COMPLETE AND SIGN THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRET

1. TERMS AND CONDITIONS

1.1. DEFINITIONS AND CLARIFICATIONS:

i. RFP: Request for Proposal

ii. Proposal, Bid: A complete and properly signed document proposing to do work or provide goods, for the sum(s) stipulated therein, supported by data called for by the Bid documents.

iii. Offeror, Vendor, Contractor, Bidder: A company, organization or individual who submits a proposal to deliver goods and/or services – *(These terms are interchangeable).*

The following terms are interchangeable: The Kenton County Board of Education, The Board, Kenton County School District, KCSD, The District, Kenton County Schools

The following terms are interchangeable: Solicitation, Request for Proposal, RFP, proposal, Invitation to Bid, Bid

The following terms are interchangeable: Offeror, Vendor, Contractor, Bidder

The following terms are interchangeable: Cost, Price

1.2. GOVERNING LAW: The validity, performance, construction, interpretation, and effect of any/all purchases and/or services, shall be governed by the laws of the State of Kentucky and policies within the Kentucky Model Procurement Code **(KRS 45A).** The Board and contractor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky, in connection with any cause of action arising from any/all purchases and/or services.

1.3. KENTUCKY MODEL PROCUREMENT: The Kentucky Model Procurement Code (KRS 45A), adopted by The Kenton County 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 Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

1.4. PERFORMANCE BOND: The Board 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.

1.5. IRS W-9 FORM: All awarded bidders, as a result of this Invitation to Bid, shall submit a completed IRS W-9 Form within ten (10) business days of the bid award notification.

1.6. CERTIFICATE OF INSURANCE (COI): All contractors, vendors, or service providers coming onto any of The Board's location premises to do work or provide services shall have insurance and provide a Certificate of Insurance (COI). Insurance is necessary to cover any claims or losses for which the contract/vendor may be responsible. A COI is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

The following minimum insurance standards shall apply:

1. **Worker's Compensation:** Statutory limits are required.
2. **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability, and Completed Operations Liability in an amount not less than $1,000,000 single limit per occurrence, and $2,000,000 aggregate.
3. **Automobile Liability Insurance:** For contractors who will drive on The Board's property, Automobile Liability in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
   a. For Charter Bus Companies, the minimum Automobile Liability coverage required is $5,000,000.

Vendors and contractors shall name the "Kenton County Board of Education" as an additional insured for the duration of the contract period. The Offeror agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to The Board.

Certificates of insurance shall be provided upon renewal until the contract period expires or the contract is terminated.

A Certificate of Insurance shall be included with all required bid forms at the time of the bid opening.

1.7. **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 KCSD students. Any employees with the following offenses will not be permitted to have any contact with any KCSD students:

i. Sex related offense convictions;
ii. Convictions against minors;
iii. Felony offense convictions against persons or property;
iv. Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such convictions total;
v. Drug related offense convictions;
vi. Deadly weapon-related offense convictions;
vii. A pattern of irresponsible behavior, based upon the background check.

1.8. **FORCE MAJEURE:** Except to the obligation to make payment, any delay in or failure of performance by either party to this contract shall not constitute a default under this contract nor give rise to any claim for damage, cost, or expense if and to the extent such delay or failure is caused by an act of God, flood, fire, earthquake or explosion, war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest, government order of law, actions, embargoes or blockades, national or regional emergency, or other similar event beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party that is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance and shall take diligent steps to minimize the adverse impact of the delay or non-performance.

1.9. **PRICES: All prices quoted and percentage discounts provided shall remain firm during the term of the contract.**

1.10. **TAXES:** The Board's tax-exempt status applies in accordance with revenue policy 51P370 P370 revised 6/01/1983, and in accordance with 103 KAR 26.070. A state sales tax exempt certificate, upon request, shall be provided to the awarded bidder.

1.11. **ORDERING:** Orders shall be placed by electronic order entry or by e-mail. NO ORDER shall be accepted without a Kenton County Board of Education Purchase Order, a School Activity Fund Purchase Order, or Work Order.

1.12. **INVOICE AND PAYMENT TERMS:** Invoices and packing slips shall list: Purchase Order Number, Order Number, Item Number, Quantity, Brief Description, Unit Price, and Total.

Invoices shall be submitted to: accounts.payable@kenton.kyschools.us

Payment terms are NET 45 – 60 days. This is not negotiable.

i. Payments are made the day following the regularly held monthly Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.

ii. Checks/payments are run once a month and are subject to deadlines for the monthly Board meeting. All invoices received after the check run deadline shall wait until the following month for payment.

1.13. **DELIVERY:** The contractor agrees to furnish and deliver the items and/or services within the terms of the contract.

1.14. **SUBSTITUTIONS:** If during the period of the contract a vendor finds it necessary to make substitutions, they shall obtain prior approval from the Purchasing Department.

1.15. **WARRANTY:** Contractor shall make available and honor all manufacturer's warranties; standard and extended.

1.16. **MATERIAL SAFETY DATA SHEET (MSDS):** Contractor shall provide, upon request, the most recent MSDS information sheets for any products delivered to any KCSD location.

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

1.18. **EQUAL OPPORTUNITY:** During the performance of this contract, the contractor agrees to abide by the policies of **41 CFR 60-1.4(a),** which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that the contractor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.19. **K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD:** If applicable, all materials and services must meet or exceed K.O.S.H.A (Kentucky Occupations & Safety Health Act) standards and must comply with the O.S.H.A. (Occupational Safety & Health Administration) Hazard Communication standards **1910.1200**.

1.20. **HOLD HARMLESS:** Contractor agrees to indemnify and hold The Board harmless from any and all claims for death or injury to contractor's personnel arising while such personnel are on premises owned or controlled by The Board in connection with the performance of this order, and contractor shall maintain Worker's Compensation Insurance and Employees Liability insurance in the minimum amount of $100,000 dollars (unless otherwise specified within the contract) covering all personnel while on The Board's premises.

1.21. **KENTUCKY RESIDENT BIDDER RECIPROCAL PREFERENCE:** In accordance with **KRS 45A.494**, a Kentucky resident bidder shall be given preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

1.22. **LOBBYING:** Contractors that apply or bid for an award exceeding $100,000 must file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, and the New Restrictions on Lobbying.

1.23. **LEGAL AND CONTRACTUAL REMEDIES:** The Board, or its designee, shall have authority to determine protests and other controversies of actual or prospective bidders, offerors, or contractors in connection with the solicitations or selection for an award of contract. Any actual or prospective bidders, offerors, or contractors aggrieved in connection with solicitation or selection for an award of contract may file protest with the Executive Director of Operations of The Board. A protest or notice of other controversy regarding the solicitation must be filed prior to opening. A protest or notice of other controversy regarding an award must be filed promptly within fourteen (14) days after the award. All protests or notices of other controversies must be in writing and addressed to:

The Kenton County Board of Education
ATTN: Executive Director of Operations
1055 Eaton Dr.
Ft. Wright, KY 41017

The Board, or its designee, shall issue a decision in writing. A copy of that decision shall be provided to the aggrieved party and shall state the reasons for the action taken. The decision of The Board shall be final and conclusive.

1.24. **CORRECTIVE ACTION REQUEST (C.A.R.):** When an incident occurs with a contracted vendor that The Board deems unacceptable, The Board may issue a C.A.R. to the vendor. The procedure is as follows:

1. The Board's Purchasing Department will issue a written C.A.R to the vendor in question detailing the incident, problem(s), and/or issue(s) relating to the contract. The vendor may have up to fourteen (14) days from the date of the issue to respond in writing.
2. The Board's Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to The Board.
3. Once the written response received from the vendor is deemed suitable by The Board's Purchasing Department, The Board will issue a C.A.R. response detailing the action proposed by the vendor and agreed upon by The Board.
4. If the written response received from the vendor is deemed unsuitable by The Board's Purchasing Department, The Board will issue a C.A.R. response defining what action will be taken. The Board may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by The Board.
5. If The Board's Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the vendor may not bid on future contracts for three (3) years

1.25. **TERMINATION:** Contracts may be terminated by The Board at any time with a thirty (30) days written notice or upon the discretion of the Board, in a shorter period, if the terms of the contract are violated.

THE FOLLOWING TERMS ARE SPECIFIC TO FEDERAL FUND CONTRACTS ONLY:

1.26. **SUSPENSION AND DEBARMENT:** When applicable, contractor understands that a contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement executive orders 12549 (3 CFR part 1986 Comp,. p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension".

By signing and submitting a bid or proposal, contractor certifies as follows:
This certification in this clause is a material representation of fact relied upon by The Kenton County Board of Education. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to the Kenton County Board of Education, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor agrees to comply with the requirements of 2 CER 180 .220 while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.27. **CLEAN AIR/CLEAN WATER**: When applicable, the contractor agrees to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The contractor agrees to report each violation to the United States Department of Agriculture (USDA) and the appropriate Environmental Protection Agency (EPA) Regional office.

1.28. **COST REIMBURSABLE CONTRACTS:** The following conditions apply to cost reimbursable contracts:

i. Allowable costs will be paid from the non-profit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

ii. The contractor must separately identify for each cost submitted for payment to the School Food Authority (SFA) the amount of that cost that is allowable (can be paid from the non-profit school food service account) and the amount that is unallowable (cannot be paid from the non-profit school food service account);

iii. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination;

iv. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

v. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the SFA may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

vi. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract;

vii. The contractor must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, the state agency, or the Department.

Prohibited expenditures – no expenditure may be made from the non-profit school fund service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the non-profit contractor receiving payments in excess of the contractor's actual net allowable costs.

1.29. **BUY AMERICAN:** When applicable, vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act, 7 CFR 210.21.d) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals serviced under the NSLP and SBP.

Buy American definition of domestic commodity or product:
The term "domestic commodity or product" means – (i) An agricultural commodity that is produced in the United states; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the

United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American Act (7 CFR 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products serviced in the school meal programs.

ALL Products that are normally purchased by the contractor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Contractor shall outline their procedures to notify the school when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally part of the solicitation) must be approved, in writing, by the Food Service Director, prior to the delivery of the product. Any non-domestic product delivered to the school, without prior written approval from the Food Service Director, will be rejected.

Contractor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this Federal rule.

2. GENERAL BID INSTRUCTIONS

2.1. **ACCEPTANCE OF BIDS & AWARDING OF CONTRACTS:** The Board reserves the right to accept any bid, to reject any or all bids, and/or 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 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. The Board shall have the right to bid specific items if it is in the best interest of The Board.

Contracts may be awarded on an item, group, or total basis; whichever is deemed to be in the best interest of The Board.

The Board reserves the right to make multiple awards to two or more companies on the same item or similar item.

Awarding of this bid in no way guarantees the purchase of any items and/or services. The Board reserves the right to purchase specific items and/or services from other suppliers, in the event that a lower price is found.

2.2. **BID DOCUMENT REQUIREMENTS:**

i. All proposals shall be submitted on the "**Bid Form**", found in section 6 of the bid documents.
   - All blanks and information requested shall be completed on the "Bid Form" in order to qualify the bid.
   - Do not bid any special grouping other than those listed herein.

ii. **Conflict of Interest** form shall be signed, dated, and received with the bid in order for the bid to be considered.

iii. **Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status** shall be completed by Kentucky bidders only.

2.3. **ADDENDA:** The Board may issue addenda to the bid after its release.

2.4. **BIDS:**

i. Any bids received after the scheduled time of opening will not be opened.

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

iii. 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 in Section 5 of the bid documents.

2.5. **TABULATIONS:** Tabulations will be calculated by the Purchasing Department. Each qualified bidder will be provided a formal tabulation after The Board has taken official action. Until such time, bidders are requested not to contact the Purchasing Department for Tabulations. Board meetings are held on the first Monday of each month, unless otherwise specified.

2.6. **PRICES:** All prices/proposals quoted shall remain firm for a maximum of sixty (60) days from the bid opening date to allow acceptance by The Board. The bidder may withdraw a proposal, without prejudice, prior to the opening date.

Bid prices shall remain firm per the "Terms & Conditions" for the entire contract period and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges, and delivery charges must be built into the bid price at the time of the bid or listed under "Exceptions" on the Bid Form. Unless otherwise specified, prices shall be Free on Board (F.O.B.) DESTINATION, which means delivered to a Board service location designated delivery point, as defined in Section 3 of the bid documents, without additional charge.

2.7. **FUEL SURCHAGES, MILEAGE, and/or MISCELLANEOUS CHARGES:** Awarded bidder(s) shall not add fuel surcharges, mileage charges, or other miscellaneous charges to invoices. All charges shall be included in the bid price(s) or specified under "Exceptions" in Section 5 of the bid documents.

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

The Board 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 preparation of such specifications.

2.9. **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 the 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.

2.10. **SAMPLES:** 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 opening. Failure to furnish samples may disqualify the bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by The Board for compliance with the specifications outlined herein. Samples are to be properly marked for identification and must indicate the supplier's name and the corresponding item number as indicated on the Bid Form. Samples are to be mailed or delivered to:

Kenton County Board of Education
ATTN: Purchasing Department
1055 Eaton Dr.
Ft. Wright, KY 41017

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

Samples will become property of The Board unless claimed within 10 business days after the bid is awarded.

2.11. **BRAND NAMES:** The brand or trade name, manufacturer's name, and/or catalog number shall be listed in the column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

2.12. **DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS:** The Board reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this Invitation to Bid, if:

i. The bidder submits a sample which conforms to all material requirements of this Invitation to Bid;

ii. Or the bidder certifies to the Board that they can supply products which conform to all material requirements of this Invitation to Bid.

Note: descriptive literature and/or manufacturer's specifications shall not be submitted unless expressly requested.

2.13. **OR EQUAL:** Whenever the words "Or Equal" appears, they shall be interpreted to mean an item of material or equipment equal in quality to that named in the Bid Specifications and/or Bid Form and which is suited to the same use and capable of performing the same function with at least equivalent efficiency, as that named.

Descriptive literature is to be furnished for all "*OR EQUAL"* item(s) which are submitted on bids. Bidder shall attach descriptive literature providing detailed information about each "*OR EQUAL"* item so that it can be fully determined if the unit is truly a direct substitution. In the event the descriptive literature is not provided, the bid will be rejected on the basis that no descriptive literature was provided as required.

2.14. **EXCEPTIONS:** Any exceptions to the Terms and Conditions, General Bid Instructions, and/or Bid Specifications shall be documented by referencing the applicable paragraph(s) and explained in detail, as defined in Section 5 of the bid documents. If no exceptions are requested, it will be assumed that the bid meets all Specifications and Terms and Conditions as stated in the bid documents.

2.15. **FAILURE TO RESPOND:** Businesses that have previously indicated interest to bid, and fail to respond to "Invitations to Bid" or notices of availability on two (2) consecutive procurements of similar items and/or services, may be removed from the applicable mailing list.

3. POSSIBLE SERVICE LOCATIONS

Beechgrove Elementary 1029 Bristow Rd. Independence, KY 41051	White's Tower Elementary 2977 Harris Pike Independence, KY 41051	Northern KY Youth Development Center 15600 Turner Rd. Crittenden, KY 41030
Caywood Elementary 3300 Turkeyfoot Rd. Edgewood, KY 41017	Summit View Academy 5006 Madison Pike Independence, KY 41051	KCAIT (The Academies)-Diversion 3234 Turkeyfoot Rd. Edgewood, KY 41017
Ft. Wright Elementary 501 Farrell Dr. Ft. Wright, KY 41017	Turkey Foot Middle School 3230 Turkeyfoot Rd. Edgewood, KY 41017	KCSD Central Office-Staff 1055 Eaton Dr. Ft. Wright, KY 41017
R.C. Hinsdale Elementary 440 Dudley Rd. Edgewood, KY 41017	Twenhofel Middle School 11846 Taylor Mill Rd. Taylor Mill, KY 41015	KSCD Support Operations Center-Staff 11800 Taylor Mill Rd. Independence, KY 41051
Kenton Elementary 11246 Madison Pike Independence, KY 41051	Woodland Middle School 5399 Pride Parkway Taylor Mill, KY 41015	
Piner Elementary 2845 Piner Ridge Rd. Morning View, KY 41063	Dixie Heights High School 3010 Dixie Hwy. Edgewood, KY 41017	
River Ridge Elementary 2772 Amsterdam Rd. Villa Hills, KY 41017	Scott High School 5400 Pride Parkway Taylor Mill, KY 41015	
Ryland Heights Elementary 3845 Stewart Rd. Ryland Heights, KY 41015	Simon Kenton High School 11132 Madison Pike Independence, KY 41051	
Taylor Mill Elementary 5907 Taylor Mill Rd. Covington, KY 41015	Ignite Institute-**KCSD Students ONLY** 37 Atlantic Ave. Erlanger, KY 41017	

4. BID SPECIFICATIONS AND SPECIAL CONDITIONS

1. SCOPE OF SERVICES PHOTGRAPHY AND YEARBOOKS

The Kenton County Board of Education is requesting proposals from qualified and responsible photography and yearbook companies that will provide all the necessary labor and resources, including but not limited to: personnel, equipment, material supplies to provide photography; and web-based software for creation, development, training, print, binding, and delivery of yearbooks. This RFP is aimed at providing quality photography and yearbooks services for all Kenton County School District students and staff. The KCSD is the 6th largest school district in Kentucky and has 22 schools and district locations with over 14,000 students and 1,700 staff members.

2. AWARDING OF CONTRACT

Sealed bid proposals for the 2025-2026 Photography and/or Yearbook Services will be received by the Kenton County Board of Education. Contracts may be awarded to the best overall evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this request for proposal. Contracts may be awarded 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 Kenton County Board of Education, hereinafter referred to as the "Board". The Board also reserves the right to bid specific item(s) if it is in the best interest of the Board. Individual schools shall **NOT** be required to sign sales agreements and/or contracts with the awarded vendor(s) as this contract shall cover all of the Kenton County School District's schools. There shall be no minimum order requirement. ***It is the intention of the Board to award the Photography and the Yearbook Services to one vendor.*** However, the Board has the right to award separate contracts for Photography and Yearbook Services if it is deemed in the best interest of the Board***.***

Vendors have the option of:

- Option 1: Bid Photography RFP Only
- Option 2: Bid Yearbook RFP Only
- Option 3: Bid Photography & Yearbook RFP

The Board has the right to reject any and all proposals if it is deemed to be in its best interest. Photography and Yearbook RFP's will be evaluated based upon the following criteria:

Price (May be looked at on an individual school or group basis)	40%
Perceived Overall Quality of Service (Maximum 7-page write-up)	25%
Perceived Quality of Product	25%
References	10%
Total	**100%**

3. PRICE

The Price figure shall be arrived at by awarding the low bidder a score of 40 points. The other bidders shall be awarded a percentage of the total using the low-priced bidder as the baseline.

i.e.: Bidder A bids $100
Bidder B bids $110
Bidder A receives 40 points.
Bidder B receives points as follows: [1 – {(Bid B – Bid A)/Bid A}] x 40= 36 points

4. PERCEIVED QUALITY OF SERVICE

From a written service proposal supplied (maximum of 7 pages) with this bid a score from 0 – 25 points shall be given. This proposal shall be a service model with objectives including the following:

a. Implementation strategy- A description of how our account would be maintained including a tentative schedule, estimated duration of visits to each location, what would be accomplished at each visit.
b. Background/qualifications of individuals servicing our account.
c. Provide details regarding how you protect the privacy and security of schools and students. Information should include, but not be limited to the following; background checks, student and staff data, and credit card/web security.
d. A description of Marketing/Sales Tools (mailed and/or emailed) and implementation strategies which shall be provided at no additional cost to the District (including order forms-samples shall be provided).
e. Communication to students about how orders will be placed and tracked, handling of money – payment options (Kenton County prefers to not handle / be responsible for money received from students). *Description of payment options. Do you offer a payment plan?*
f. Describe the delivery and distribution to students of Yearbooks and School Pictures.
g. *(Photography only)* Does your company partner with a National Recover Center for Missing Children?
h. *(Yearbook only)* A description of technical assistance which will be provided (including design of book, artwork, layout, templates available, and final product).
i. *(Sole Provider option only)* Will an additional discount be offered if awarded both services?

5. PERCEIVED QUALITY OF WORK PRODUCT

From sample Photographs and/or Yearbooks provided with the proposal that matches (closely resembles) the RFP specifications a score valued between 0 to 25 points shall be given. This score is subjective based on the evaluator's perceived overall quality of the product.

6. REFERENCES

A list of three (3) existing customer references shall be supplied with the RFP. Each of these three (3) references will be contacted via email and requested to rank each bidder's "Overall Performance on a scale of 1 – 10". An average will be obtained from the three scores provided for each bidder. If a bidder is greater than 10 points from the lead bidder, this bidder's references shall not be contacted. Additionally, scores for previous suppliers of the Kenton County School District may be supplied by The Kenton County School District solely**.**

7. DELIVERY LOCATION

The items listed herein will be delivered (F.O.B. Destination) to the "ship to" address with the individual's name referenced on the packing slip. A list of all locations for orders to be shipped is included within the RFP.

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.

The successful bidder/bidders shall provide the appropriate equipment and personnel necessary to unload items at the receiving point. (Unloading means to remove from the delivery vehicle and place inside building)

IMPORTANT: DO NOT BID IF YOU CANNOT MEET DELIVERY REQUIREMENTS.

8. QUANTITIES

The quantities listed herein are an **estimate** and are therefore not to be interpreted as a guaranteed quantity for purchase. Orders shall be placed by individual locations on an "as needed" basis; therefore, items will not be ordered at one (1) time to one (1) location. Yearbook quantities-extra books, including overrun copies, may be ordered for individual sale to students at the school but shall be limited to 10% of the online sales quantity, i.e., if a school sells 300

books in the online portal, no more than 30 extra books may be ordered. This 10% shall be included in the overrun (5% allowed) quantity.

9. CHANGES/ADDITIONS/DELETIONS

If during the period of the contract, an advisor deems it necessary to add pages and or make any changes to a yearbook book that would relate to a change in pricing, the awarded vendor shall submit a written proposal which includes all pertinent information and pricing to Cinda Roberts, Purchasing Agent at cinda.roberts@kenton.kyschools.us to obtain prior approval. Any attempt to increase pricing without prior approval from the Purchasing Agent shall result in a Corrective Action Request which may result in the dissolution of the bid as well as prevent the vendor from bidding on future Kenton County School bids.

10. FIRM PRICES

Prices are to **remain firm** for the period of contract. **No additional fees are allowable, including but not limited to, late fees for late orders and/or missed deadlines for yearbook cover, pages, and/or late submission of final yearbook, etc.** Prices entered into the "Price" column shall reflect net pricing per unit after discount. **DO NOT include commission.** If a bidder quotes plus (+) shipping, their bid shall be rejected.

11. OTHER CONDITIONS

ALL blanks and information requested are to be completed on the bid form in order to qualify your bid. The price listed in the "Price per Unit/Book/Package" column shall reflect the net price after discount.

The successful bidder shall be responsible to supply each school and the District Office a report detailing orders and amounts of money collected annually.

The company(s) receiving award(s) as a result of this bid shall be required to extend the same percentage of discount, terms, and conditions to all Kenton County School District locations whether purchased by Board Funds, Individuals, School Funds, or PTA / PTSA / PTO Funds.

12. GENERAL BID REQUIREMENTS

In addition to any other requirements stated in the Invitation to Bid, each bidder shall submit all of the following items with its bid:

a. A list of Kentucky, Indiana and/or Ohio schools for which they have provided similar services in the past three (3) years;

b. Sample photographs and marketing materials. Identical to the ones to be received by the students and/or schools (sizes, quality, etc.). For evaluation purposes, a sample picture in each evaluated area shall be included; underclass fall and spring pictures, sports pictures, dance pictures, and senior pictures;

c. Sample hardback cover yearbooks, including elementary, middle school, and high school.

d. On a separate sheet with the company letterhead, a list of additional services and/or incentives and the related prices available to any or all schools included in this bid.

13. SUCCESSFUL BIDDER REQUIREMENTS

a. Bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Kenton County School District students. 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 within two years from date of check, drug-related offense convictions and deadly weapon-related offense convictions.

b. Bidder understands that each transaction for the photography and yearbook sales are an independent business transaction between the bidder's company and the student. Therefore, the bidder's company assumes all responsibility for the quality of services provided to the students and the collection of money owed by the students for the services rendered by the company.

c. All student photograph packages/yearbooks shall carry a 100% money-back guarantee.

d. Bidder agrees to maintain the confidentiality of all personal information obtained as a result of providing services under this contract.

5. PHOTOGRAPHY SPECIFICATIONS

1. STATEMENT OF WORK & SERVICE REQUIREMENTS

a. Awarded bidder shall provide photography services including but not limited to: individual student, senior portraits, group pictures, team sports, club photos, school events and dances, and all District staff portraits.
b. Awarded bidder shall provide all support personnel to organize, maintain the picture taking process, and collect payments.
c. Awarded bidder shall meet with each principal or designee prior to photo sessions to agree upon specific dates and to resolve any logistical issues.
d. Photographs shall be taken at the school during the regular school day.
e. Awarded bidder must ensure all employees/representatives are neat and professional when visiting the schools. A company badge/id and school visitor badge must be displayed at all times.
f. Awarded bidder shall provide contact information for a customer service representative for parents and staff at each school to contact with questions.
g. Awarded bidder shall furnish the Board of Education a composite school picture sales audit report showing the breakdown of packages bought, cost of package and the school commission.
h. Awarded bidder shall furnish the Board a consolidated statement by packages showing the total dollar sales and commission.
i. All photography must be completed using digital cameras.
j. A high-quality color photographic paper shall be used for all pictures.
k. Must be able to offer digital background replacement and custom cropping on each photo to satisfy parent and yearbook needs.
l. Awarded bidder shall offer an online platform for families to purchase school photos with secure online payment options at no additional cost. A paper order form option shall be offered as well with payment and ordering handled directly by the vendor.
m. Awarded bidder shall provide each school a designated website/login for the yearbook committee to access.
n. Awarded bidder will furnish printed materials for parent/guardian notification purposes. The notices will include:
    - School name, picture date, retake date, packages available and prices;
    - Recommendations on clothing and hair for School Picture Day;
    - Ordering information and online payment ordering options;
    - Contact information for a customer services representative;
o. Printed materials shall contain a statement to the effect that a portion of the price of the photographs is retained by the school as part of a fundraising activity.
p. School photographer shall pose the student pleasantly in appearance, with uniformity in facial and eye distinction for the yearbook.
q. Each District staff member will have a photo taken and a package and/or digital download supplied at no cost.
r. One retake day for fall pictures will be offered at no additional cost on a date agreed to by the school principal.
s. Orders must be returned to students within twenty-one (21) day of initial picture day. Failure to do so will be considered on future RFP's and contract renewals.
t. Finished packages must be returned alphabetized by teacher's name and within each class, with the teacher's name and student's name appearing on the outside package.
u. Awarded bidder shall provide and discuss in their proposal all available digital imaging options.
v. Awarded bidder shall provide a complete list of all features and services available.

2. GROUP PICTURES

This category includes but is not limited to: elementary/middle/high school homerooms, clubs, bands, dances, graduation, cheerleaders and athletic/scholastic teams of any kind.

a. School group photographs shall include accurate identification of the school, activity, sponsor/teacher, and year.
b. Photographer for fall and spring pictures shall photograph various events and activities by pre-arrangement with the yearbook staff.
c. No limitation as to the number of pictures, trips or amount of time available for such services.

Athletic Teams

- Awarded bidder shall setup a date and time for athletic team pictures with the school Athletic Director.
- Awarded bidder shall provide still headshots and still team photos for all athletic teams.
- Awarded bidder shall provide 8" x 10" copies of team pictures to each coaching staff at no charge.
- Awarded bidder must attend at least one (1) athletic event per team and provide a sufficient number of "action shots" for use in the school yearbook.
- Athletic events to be covered may include nights and weekends.

Senior Prom and Homecoming (By school request)

- Awarded bidder shall provide a sufficient number of photographers at the Prom and Homecoming events to ensure quality and to facilitate the expected number of students and faculty in a timely manner.
- Awarded bidder shall take Prom and Homecoming Court pictures.
- Awarded bidder shall provide the backdrops, set-ups, and any other equipment required, in cooperation with the school event committee.
- Pictures shall be mailed directly to the student's homes.
- Pictures shall be available to order online.

Graduation

- Awarded bidder shall take a picture of each graduating senior.
- Awarded bidder shall take a class group photo.
- Green screen/background replacement options shall be made available.
- Proofs must be mailed/emailed to students within one (1) week.
- Complimentary class group photo shall be provided to each High School.

3. INFINITE CAMPUS

Awarded bidder shall have the ability to provide a digital file that can be uploaded into Infinite Campus, the student information system software used by Kentucky schools. The file layout must be comma-delimited and shall have the student's identification number associated with his/her picture.

4. SENIOR YEARBOOK PICTURE SITTING FEE

- An agreed upon date and time shall be established for senior pictures at each high school.
- Optional tuxedo and drape pose shall be available.
- Students will not be required to visit a studio.
- Students will select the pose of preference for the yearbook.
- Selected pose shall be delivered to the school before **September 15th** of current school year.
- Packages offered must include but are not limited to the packages listed on the bid form.
- Finished portraits shall be delivered to students before **October 1st** of current school year.

5. STUDENT/STAFF ID BADGES

- All students and staff shall receive an ID badge at no charge.
- Badge should be customizable and designed based on the specific needs of each school.
- Student badges must contain contact information for a national hotline for: domestic violence, sexual assault and suicide prevention *(KRS 158).*

6. SERVICE PRINTS

- Awarded bidder shall supply two (2) full billfold, 1.5" x 2.5", size black and white pictures with sticky backing of each student and staff member photographed for use in school files.
- Service prints shall be delivered by the deadline specified by each school. These pictures shall be cut to proper size prior to delivery to the schools.

7. YEARBOOK SPECIFICATIONS

A. STATEMENT OF WORK & SERVICE REQUIREMENTS

a. Awarded bidder shall provide a secure online platform allowing parents to order and pay for books with a credit card.
b. Awarded bidder shall provide marketing to schools at no additional cost to the District or students. Marketing shall include order forms mailed and/or emailed to the parents on behalf of the school, collect monies, and provide the school with a real-time list of current sales.
c. Awarded bidder shall provide a representative that is expected to work closely with the yearbook committee giving assistance on all phases of the yearbook production, including but not limited to marketing, sales, design, etc. Vendor Representative shall offer a minimum of three (3) training days (Sept., Dec., & March) District wide to accommodate most schedules (morning, noon, and afternoon sessions).
d. Vendor Representative teaches advanced-level Photoshop CS2 or above skills necessary for creative yearbook production.
e. Awarded bidder shall provide each school five (5) copies of their yearbook at no cost.

B. CLOUD-BASED TECHNICAL REQUIREMENTS

a. Cloud-based creation software for graphic design, basic photo editing tools, basic text editing tools. Indexing and photo tagging capabilities available in which all page creation, picture adjusting and placing, text editing, etc.
b. The site shall work from any computer with internet access and without the installation of company software. This cloud-based tool must effectively operate with the District's internet connection and speed.
c. The software for the 2025-2026 school year shall be fully functioning and available with templates and fonts by August 7, 2025.
d. The software shall have the ability to carry over templates and images from year to year.
e. The software shall offer a staff history report so that advisors can report persons responsible for specific pages and tasks performed on each page. Report shall be printable for grading purposes. Software should accommodate unique user name and password for all participants to include grading tools for monitoring student progress.
f. The software shall offer a page history so that advisors can retrieve previously saved versions of pages.
g. The software shall offer predesigned and custom capabilities, including templates, backgrounds, graphics, and module design.
h. The software shall allow unlimited photo upload and storage capabilities.
i. The software shall contain a secure photo sharing resource for parent and community contributions free of charge.
j. The software shall have a filing system to organize uploaded photos by date, club, sport, etc.
k. The software shall show data about each photo, including resolution and maximum print size.
l. The software shall have the ability to highlight all incomplete elements on a spread and shall not allow a page to be published if errors exist.
m. The software shall have the ability to warn of use of duplicate photo files.
n. The software shall have the ability to auto flow student portraits with student names allowing organization by grade. Portrait pages shall be able to be changed and edited.
o. The software shall allow the school to create auto flow student portraits in any size.
p. The software shall have its own indexing function that automatically spell checks names of all faculty, staff, and students by cross-referencing school files. The automatic spell checking of names shall occur before pages are submitted to the plant**.**

C. SOFTWARE GRAPHIC DESIGN REQUIREMENTS

a. Have the ability to place column guides, ruler guides, and a complete page grid for easy element placement.
b. Have copy, paste, cut, undo multiple moves, redo multiple moves, spell check, find/change text, lock elements, group elements, send to front, and bring to back functions.
c. Allow for typing directly on the page without a time delay and the ability to paste directly into a text box from an outside document (MS Word®, MS Excel®, etc.).
d. Have a zoom in and zoom out function.
e. Have easy-to-use digital imaging placement to include basic editing tools.
f. Have photo editing and touch-up options available directly on the site.
g. Offer a wide variety of at least 200 free fronts with various print styles. This shall be independent from fonts pulled from the internet.
h. Offer a robust graphics catalog including fonts, graphics, templates, backgrounds, and themes.
i. Have a function to easily align and space text.
j. Allow text wrap and text flow into columns.
k. Allow photos to be deleted from a page without editing the photo box.
l. Have drop shadowing of text, photo boxes, and all graphic elements.
m. Have index options that include 3-6 columns of text.
n. Provide full use of all clipart, backgrounds, borders, etc.

D. YEARBOOK PRODUCTION SPECIFIC REQUIREMENTS

For evaluation purposes the following specifications shall be used to set a base price. These specifications may only be changed prior to yearbook final proof submission and upon approval of the KCSD Purchasing Dept., current contact, Cinda Roberts, Purchasing Agent.

a. High School Yearbook Specifications

TRIM SIZE:		SIZE 9
NUMBER OF PAGES:		224-240(FULL COLOR)
COVERS:		• HARD CASE COVER, 145 POINT OR HIGHER BINDERS BOARD • LITHOGRAPH, CYMK PROCESS COLORS, MAY HAVE TEXT AND COLOR PHOTOS ON FRONT, SPINE AND BACK
PAPER STOCK:		80# ENAMEL TEXT PAPER STOCK OR EQUIVALENT STOCK
ENDSHEETS:		• 65# COVER-WEIGHT VELLUM BRISTOL OR EQUIVALENT STOCK • PRINTED ON BOTH SIDES, FULL COLOR
BINDING:		SMYTH SEWN OR PERFECT BINDING
CURRENT EVENTS:		16 PAGE CURRENT EVENTS WITH ABILITY TO BE SEWN INTO; OR SOLD SEPARATELY WITH ADHESIVE STRIP TO TAPE INTO THE BOOK (16 PAGES ARE IN ADDITION TO THE 224 PAGES ALREADY INCLUDED IN THE YEARBOOK)

b. Middle School Yearbook Specifications

TRIM SIZE:		SIZE 8
NUMBER OF PAGES:		76-88(FULL COLOR)
COVERS:		• HARD CASE COVER, 145 POINT OR HIGHER BINDERS BOARD • LITHOGRAPH, CYMK PROCESS COLORS, MAY HAVE TEXT AND COLOR PHOTOS ON FRONT, SPINE AND BACK
PAPER STOCK:		80# ENAMEL TEXT PAPER STOCK OR EQUIVALENT STOCK
ENDSHEETS:		• 65# COVER-WEIGHT VELLUM BRISTOL OR EQUIVALENT STOCK • PRINTED ON BOTH SIDES, FULL COLOR
BINDING:		SMYTH SEWN OR PERFECT BINDING
CURRENT EVENTS:		16 PAGE CURRENT EVENTS WITH ABILITY TO BE SEWN INTO; OR SOLD SEPARATELY WITH ADHESIVE STRIP TO TAPE INTO THE BOOK (16 PAGES ARE IN ADDITION TO THE 75-100 PAGES ALREADY INCLUDED IN THE YEARBOOK)

c. Elementary yearbook specifications

TRIM SIZE:		SIZE 8
PAGES:		52-80 (FULL COLOR)
COVERS:		• HARD CASE COVER, 145 POINT OR HIGHER BINDERS BOARD • LITHOGRAPH, CYMK PROCESS COLORS, MAY HAVE TEXT AND COLOR PHOTOS ON FRONT, SPINE AND BACK
PAPER STOCK:		80# ENAMEL TEXT PAPER STOCK OR EQUIVALENT STOCK
ENDSHEETS:		• 65# COVER-WEIGHT VELLUM BRISTOL OR EQUIVALENT STOCK • PRINTED ON BOTH SIDES, FULL COLOR
BINDING:		SMYTH SEWN OR PERFECT BINDING
CURRENT EVENTS:		16 PAGE CURRENT EVENTS WITH ABILITY TO BE STAPLED INTO; OR SOLD SEPARATELY WITH ADHESIVE STRIP TO TAPE INTO THE BOOK (16 PAGES ARE IN ADDITION TO THE 50-75 PAGES ALREADY INCLUDED IN THE YEARBOOK)

8. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

IDENTIFY ALL EXCEPTIONS *(check one)*:
(____) **No Exceptions Requested**. All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.
(____) Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror **shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have**. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	*Terms and Conditions*	*1.9 – Warranty*	*3*
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature_____ Date_____

Print Name_____

Title_____

BIDDER IS TO COMPLETE AND SIGN THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY

9. BID FORM, Pages 22-28

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

Addenda_____ (Insert the addenda number(s) received or the word "none" if no addenda received.)

BID FORM INSTRUCTIONS

1. Vendors shall include in the proposal information about products and services they provide either at no charge or at a cost, even if those products and services are not specifically stated in the specifications.
2. All bid prices **SHALL NOT** include school commissions. The district reserves the right to add commissions on the prices presented for fundraising activities.
3. Return all bid form pages even if only bidding on one service.

CHOOSE FROM THE BELOW SERVICE OPTIONS:

____ OPTION #1 - PHOTOGRAPHY SERVICES ONLY
____ OPTION #2 - YEARBOOK SERVICES ONLY
____ OPTION #3 - PHOTOGRAPHY & YEARBOOK SERVICES *(If you are choosing to offer both services, please include all required bid documents for each service, including both write-ups.)*

Additional discount provided if awarded both services _____%

(Discount would apply to non-commissioned pricing for both photography packages and yearbooks)

Company Information

Company_____

Representative _____

Street address_____

City _____ State_____ Zip _____

Telephone _____ Fax _____

Representative Email_____

OPTION A – FALL/SPRING STUDENT PORTRAITS

Package A	**Package B**	**Package C**	**Package D**
2 – 3" x 5"	1 – 8" x 10"	1 – 8" x 10"	2– 8" x 10"
4 – 2" x 3"	2 – 5" x 7"	2 – 5" x 7"	4 – 5" x 7"
		2 – 3" x 5"	4 – 3" x 5"
		8 – 2" x 3"	12 – 2" x 3"
$_____/package	**$_____/package**	**$_____/package**	**$_____/package**

Add-On Options

Add-On	**Pricing**
Name and year printed on all pictures	**$_____/per package**
Basic Retouching *(removes blemishes)*	**$_____/per package**
1 – 8" x 10"	**$_____**
2 – 5" x 7"	**$_____**
4 – 3" x 5"	**$_____**
8 – 2" x 3"	**$_____**
Digital File Download	**$_____**

Class composite pictures – Class pictures shall list the school name, year and each class member in the order they appear, in the bottom portion of the picture.

Size	**Price**	**Size**	**Price**
5" x 7"	**$_____/each**	**8" x 10"**	**$_____/each**

Each District staff member will have a photo taken and a package and/or digital download supplied at no cost.

Staff Package Offered: _____ **Circle One: Digital Image: Yes or No**

OPTION B – HIGH SCHOOL PROM AND HOMECOMING PICTURES

Package A	Package B	Package C	Add-Ons	Price
2 – 8" x 10"	2 – 8" x 10"	2 – 3" x 5"	1 – 8" x 10"	$_____
2 – 5" x 7"	4 – 3' x 5'	8 – 2" x 3"	2 – 5" x 7"	$_____
4 – 3 x 5	8 – 2" x 3"		4 – 3" x 5"	$_____
8 – 2" x 3"			8 – 2" x 3"	$_____
$_____/ package	$_____/ package	$_____/package		

OPTION C – SPORTS PICTURES

Package A
1 – 8" x 10" Deluxe Team
1 – 8" x 10" Individual
2 – 3" x 5" Individuals
8 – Wallets

$_____/package

Package B
1 – 8" x 10" Deluxe Team
1 – 8" x 10" Individual
2 – 5" x 7" Individuals
2 – 3" x 5" Individuals
8 – Wallets
2 – 3 ½" Photo Buttons

$_____/package

Package C
1 – 8" x 10" Deluxe Team
1 – 8" x 10" Individual
2 – 5" x 7" Individuals
2 – 3" x 5" Individuals
8 – Wallets
2 - Magnets

$_____/package

Package D
1 – 8" x 10" Deluxe Team
4 – 5" x 7" Individual
8 – Wallets
2 - 3 ½" Photo Buttons
2 - Magnets

$_____/package

Package E
1 – 8" x 10" Team
2 – 5" x 7" Individuals

$_____/package

Package F
1 – 5" x 7" Individual
2 – 3" x 5" Individuals
4 - Wallets

$_____/package

Individual Options	Price	Add-ons	Price
Photo Keychain	$_____	Retouching	$_____
3 ½" Photo Button	$_____	Name and Year on Wallets	$_____
Magnet	$_____	Digital Download	$_____

OPTION D – SENIOR CLASS COMPOSITES

Please provide a price for each school based on class size below. Standard size for use by the High School.

Location	**Price**
Dixie Heights High School (360)	**$_____**
Simon Kenton High School (427)	**$_____**
Scott High School (220)	**$_____**

OPTION E - SENIOR PICTURES

Yearbook Sitting Fee $_____

Package A	**Package B**	**Package C**	**Package D**
2 – 3” x 5”	1 – 8” x 10”	1 – 8” x 10”	2– 8” x 10”
4 – 2” x 3”	2 – 5” x 7”	2 – 5” x 7”	4 – 5” x 7”
		2 – 3” x 5”	4 – 3” x 5”
		8 – 2” x 3”	12 – 2” x 3”
$_____/package	**$_____/package**	**$_____/package**	**$_____/package**

YEARBOOK BID FORM

High School Yearbooks	# of pages	Est. Qty.	Base price per unit/book Circle one: Smyth Sewn or Perfect Binding	Price for extra pages (4-page min.)	Price per each current events insert (sewn in)	Price per each current events insert (with adhesive strip)	Price per book of overrun/extra books (not to exceed 10% of the online ordered quantity)
DIXIE HEIGHTS HIGH SCHOOL	224	400					
SCOTT HIGH SCHOOL	224	300					
SIMON KENTON HIGH SCHOOL	240	400					
Elementary and Middle School Yearbooks	**# of pages**	**Est. Qty.**	**Base price per unit/book** **Circle one: Smyth Sewn or Perfect Binding**	**Price for extra pages (4-page min.)**	**Price per each current events insert (sewn in)**	**Price per each current events insert (with adhesive strip)**	**Price per book of overrun (overrun not to exceed 5% of the order quantity specified)**
BEECHGROVE ELEMENTARY	52	200					
JA CAYWOOD ELEMENTARY	56	185					
FORT WRIGHT ELEMENTARY	52	140					
KENTON ELEMENTARY SCHOOL	72	250					
PINER ELEMENTARY SCHOOL	52	125					
RC HINSDALE ELEMENTARY	52	300					
RIVER RIDGE ELEMENTARY	80	347					
RYLAND HEIGHTS ELEMENTARY	52	209					
TAYLOR MILL ELEMENTARY	52	152					
WHITE'S TOWER ELEMENTARY	56	325					
SUMMIT VIEW ACADEMY	88	419					
TURKEY FOOT MIDDLE SCHOOL	88	265					
TWENHOFEL MIDDLE SCHOOL	76	390					
WOODLAND MIDDLE SCHOOL	76	272					

REFERENCES PHOTOGRAPHY AND YEARBOOKS

Bidders are instructed to complete the information in the space provided below. All requested information shall be completed in order to qualify your bid.

PHOTOGRAPY REFERENCES

NAME OF SCHOOL		
NAME OF ADVISOR		
EMAIL ADDRESS		

NAME OF SCHOOL		
NAME OF ADVISOR		
EMAIL ADDRESS		

NAME OF SCHOOL		
NAME OF ADVISOR		
EMAIL ADDRESS		

YEARBOOK REFERENCES

NAME OF SCHOOL		
NAME OF ADVISOR		
EMAIL ADDRESS		

NAME OF SCHOOL		
NAME OF ADVISOR		
EMAIL ADDRESS		

NAME OF SCHOOL		
NAME OF ADVISOR		
EMAIL ADDRESS		

In compliance with the INVITATION TO BID, and subject to all the terms, conditions, instructions, and specifications thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid.

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda_____(Insert the addenda number(s) received or the word "none" if no addenda received.)

Note: The Board reserves the right to cancel this bid award and rebid for any reason, upon providing the awarded bidder a 30-day notice.

CERTIFICATION OF RESPONDENT

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent _____ Date_____

Printed Name and Title _____

Name of Company _____

BIDDER IS TO COMPLETE AND SIGN THE BID FORM, PAGES 22-28 AND SUBMIT WITH THE BID IN ITS ENTIRETY

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
   a. Filed Kentucky corporate income taxes;
   b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
   c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____ _____

Signature Printed Name

_____ _____

Title Date

Company Name _____

Address _____

_____

_____

Subscribed and sworn to before me by _____ _____

(Affiant) (Title)

of _____ the _____ day of _____,20_____.

(Company Name)

_____

Notary Public

[seal of notary] My commission expires: _____

KENTUCKY BIDDERS ARE TO COMPLETE AND SIGN THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY

10. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

1.	_____	**Cover Sheet**	*Page 1*
2.	_____	**Conflict of Interest**	*Page 2*
3.	_____	**Exceptions**	*Page 21*
4.	_____	**Bid Form**	*Page 22-28*
5.	_____	**Kentucky Resident Bidder *(if applicable)***	*Page 29*
6.	_____	**Proof of Required Insurance**	*(See page 3 for requirements)*
7.	_____	**Samples-Delivered Attn: Cinda Roberts**	*Page 13*
8.	_____	**Written Service Proposal**	*Page 12*
9	_____	**References**	*Page 27*

BIDDER IS TO COMPLETE THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY