**INVITATION TO BID**

**SCHOOL PICTURES**

**BID OPENING: 1:15 p.m. March 11, 2020**

Sealed bids are requested for photography services for delivery to the school or department designated, subject to the conditions of this invitation:

1. Submit one copy of the completed bid in a property addressed envelope clearly marked “School Pictures Bid”
2. 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 all costs of producing the product including, but not limited to the following: transportation and delivery to the warehouse or building as specified, all state and local taxes, employee’s costs, personal property and liability coverage, workers’ compensation, and bonding costs.
3. To receive consideration, bids must be received prior to the time designated in this invitation, and none shall be accepted thereafter.
4. The bid document must be signed by a designated officer or member of the bidding firm who is authorized to legally bind the firm.
5. The Christian County Board of Education reserves the right to waive defects and informalities in bids, to reject any or all bids, and to award by item combination of items or lot, based on the best financial return to the school district.
6. All bids shall be effective for thirty days from date of opening unless otherwise specified in the special conditions of bidding, and no bid may be withdrawn prior to that time.
7. Manufacturer’s catalogue numbers, trade names, etc. where shown herein, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be constructed to exclude bids based on furnishing other types of materials or service. **However, any substitution or departure listed by the bidder must be clearly noted and described, otherwise it shall be understood that the bidder intends to supply items specifically mentioned in the bid invitation.**
8. Samples requested must be furnished free of expense to the Board of Education, and if not destroyed or consumed in testing, evaluating, or required in connection with the award, shall, upon request, be returned at the bidder’s expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
9. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend and save harmless the Christian County 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 from a part of the work covered by either order of contract; and he further agrees to indemnify and save harmless the Christian County 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 part of parties by, or for any of the acts of the contractor, his servants or agents.
10. Federal excise taxes of Kentucky state taxes are not applicable to any purchase made for the use of the Board of Education. Bids should not include any such taxes. Exemption certificates shall be furnished as required.
11. The effective date of the contract will be from July 1, 2020 through June 30, 2021. The contract may be renewed for two (2) additional one-year periods upon mutual agreement of both parties. Said agreement of renewal shall be expressed in writing no less than 45 days before the expiration of the contract year.
12. Information pertaining to any item or condition in this request may be obtained by communicating with the Christian County Board of Education, PO Box 609, Hopkinsville, KY 42241-0609, Attn: Jessica Darnell, 270-887-7006.

**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 specifications applying at the price set opposite each item.

All items shall be shipped and pre-paid, and delivery shall be completed according to instructions in “Special Conditions of Bidding.”

FIRM NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **GENERAL CONDITIONS OF BIDDING**
2. The successful bidder shall make arrangements with the designated school official through its agent during the term of this contract for all photography to be conducted at the convenience of the school.
3. The successful bidder will be asked to enter into a contract for one year with the option to extend the contract for up to two additional one-year terms if the extension is mutually agreeable.
4. The bid prices stated in the contract cannot be increased without the consent of the Christian County Board of Education.
5. Any other changes in the contract are not allowed without mutual approval of the parties.
6. A small package of pictures for teachers and administrators shall be complimentary (Please state the composition of that package).
7. The vendor shall complete a financial reconciliation and make payment to the school within thirty (30) calendar days following the proof return date for that school.
8. The Christian County Board of Education reserves the right to reject any and all bids and to waive any informality in a bid if that action is in the best financial interest of the Board.
9. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Board of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.
10. Either party may cancel the contract during its term upon thirty days written notice to the other party. Cancellation would normally result from poor performance and/or problems in dealing with the schools, parents, and children.
11. All student information should be exported from Infinite Campus prior to picture day so that no information will have to be hand-written the day of photography other than new students.
12. **SPECIFIC CONDITIONS OF THE BID**
13. The contract award will be made to one vendor. The vendor will be responsible for supplying all needed forms for accurate accounting of school sales. The accounting for school picture funds is to be done by showing gross sales by packages and total dollar sales, the amount of commission due to the school, and all payments made to the school based on that delineation of charges.
14. Spring and/or fall picture options shall be made available. (Pricing for each option should be listed separately if different from the required quotation.)
15. Prepayment for pictures is allowed with a total satisfaction (money back) guarantee only.
16. The photographer is to work directly with each school principal or designee in establishing convenient dates for taking pictures, follow-up for absentees, retakes, delivery of pictures, collection of money or for any other reasons deemed necessary. Out-of-town bidders must provide free telephone service to individual schools.
17. Every pupil, Preschool through Grade 12 (and any Board of Education employee as required) will be photographed with no obligation; and the successful bidder will furnish to each school, free of charge, one (1) black and white or color glossy picture for the yearbook as requested by the school. A photo library with students and faculty digitally stored on CD will be provided instead of record prints as required. This CD should be compatible with Infinite Campus.
18. The company receiving bid award shall keep the negatives on file for one (1) year and shall make available if requested, additional black and white or color prints for yearbooks or other purposes (state cost for this option – b/w versus color).
19. Everyone photographed shall receive a positive written guarantee of satisfaction. Those dissatisfied shall have their pictures retaken to their satisfaction or their money refunded in full. Refunds shall be completed within two weeks after request.
20. All photographers must have a minimum three (3) years experience in the school picture industry. The studio must be able to supply a sufficient number of photographers (up to ten full-time photographers) as needed for each high school. A list of all photographers must be furnished before work begins. Part-time or temporary photographers must be approved before work begins. Each school must be photographed in one (1) school day; or at the scheduling discretion of the school principal or designee in coordination with the vendor.
21. The vendor will agree to provide a minimum of two (2) full days of photography for the yearbook for each high school. The type of photography would include clubs, athletic teams, class pictures, etc., at no charge to the school. Class groups, athletic teams, and cheerleaders will be offered picture packages if requested. Details shall be worked out between the designated school personnel and vendor’s photographer(s).
22. All students must be photographed on minimum split 70-mm negative size. All photographs will be produced on Eastman or AGFA or equivalent stock and must be borderless and measure true size. (State brand to be used)
23. Students Preschool through Grade 11 will be photographed on a proof plan. Pupils will be furnished a color proof and literature to take home prior to selecting picture package and placing order. Payment will be at the time of placing order.
24. Twenty (20) rolls of color film with developing and processing will be provided to each high school at no charge (State cost of this option)
25. **SPECIFICATIONS FOR SENIOR PORTRAITS**
26. Each Senior will have a minimum of five (5) poses.
27. Photographer will furnish formal wear (tuxedo, coats, shirts, ties) for the boys and a selection of formal drapes for the girls.
28. No Senior is obligated to purchase any pictures.
29. Senior will meet all quality and service standards of the Preschool through Grade 11 specifications.
30. Senior portraits are taken in the month of May preceding the senior year for those students.
31. Each photographer will meet the stated specifications as for Preschool through Grade 11.
32. Selected negatives on Senior portraits will be color balanced or density corrected and retouched to assure proper finish.
33. Sufficient glossy prints will be provided to the school for yearbook and record use (State expected number in each category of photograph).
34. A make-up day, determined by principal, will be scheduled for absentee and transfer students.
35. **MODIFICATION AND TERMINATION OF CONTRACTS**
36. Any contractor who is determined in writing by the Superintendent to be in breach of any of the terms and conditions of a contract with the Christian County Board of Education held by such contractor, shall, in the discretion of the school board, be declared in default and such a contract may be terminated as a result of such default.
37. A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to, failure to perform the contract according to its terms, conditions, and specifications; failure to make delivery within the time specified or according to a delivery schedule fixed by the contract; late payment or non-payment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics’ liens filed pursuant to the provisions of KRS Chapter 376 or letters of indebtedness received from creditors by the Superintendent, or failure to diligently prosecute the work under a contract for construction services.
38. The Christian County Board of Education shall not be liable for any further payment to a contractor under a contract terminated for the contractor’s default after the date of such default as determined by the Christian County Board of Education except for commodities, supplies, equipment, or services delivered and accepted on or before the date of default and for which payment had not been made as of the date. The contractor, and/or his surety, shall be jointly and severally liable to the Christian County Board of Education for all loss, cost or damage sustained by the school district as a result of the contractor’s default; provided, however, that a contractor’s surety liability shall not exceed the final sum specified in the contractor’s bond. Proof of liability insurance ($1,000,000 total combined liability minimum) must be submitted with the bid.