
FAYETTE COUNTY PUBLIC SCHOOLS
Purchasing Office, Room 135
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-3885

RFP 68-19
Student Pictures
Contract Term 1/1/20 to 12/31/20

For this year's bid, **Strawbridge Studios, Inc., Lifetouch National School Studios, Holifield Photography** and **Triple Play Productions** were jointly awarded the contract for furnishing student pictures, grades Pre-K through 12th for the school year (see the following grade level sections for specifics).

Mailing Address and Representative of each recipient is as follows:

Strawbridge Studios - Steve Jefferson is the local representative and may be contacted at (859) 983-5680. The mailing address is: P O Box 3005, Durham, NC 27715-3005.

Lifetouch National School Studios Tim Brack is the representative and may be reached at (859) 578-0110. The mailing address is 536 Centre View Blvd, Crestview Hills, KY 41017.

Holifield Photography – James Holifield is the representative and may be reached at (859) 276-2040. The mailing address is: 171 Moore Drive, Lexington, KY 40503

Triple Play Productions – Kris Dryden is the representative and may be reached at (859) 621-2525 or [email Triple Play](#). The mailing address is 2053 Fort Harrods Drive, Lexington, KY 40513

Schools have the opportunity to choose the vendor of their choice.

Principals or their designee will determine the package makeup from the options presented by the company. The principals or their designee will sign-off on the selected options. Pictures must be sold on the proof plan and payments can be collected by the school or the photographer.

Literature provided for pupils and parents must contain a statement that pictures are provided as a fund raising project by the school. Amount of commission for each of packages A, B, C, etc. must be included.

Schools have used parent volunteers successfully in working with photographers to ensure that pupils' clothing and hair are arranged properly and photographers take sufficient time to center and pose pupils prior to photographing. **Should you use parent volunteers, make a copy of the contract available for their familiarization so they can adequately assist in and monitor the photographing session.**

Pricing

<u>Company</u>	<u>Package</u>	<u>Studio Bid Price</u>
Holifield Photography		
Grades PreK - 11	A (290 sq. in.) (1 pose)	\$12.50
	B (175 sq. in.) (1 pose)	\$8.00
	C (105 sq. in.) (1 pose)	\$3.25
Grade 12	290 sq. in. with 3"x5" glossies/photographs	\$36.00
Grade 12 - Alternate	290 sq. in. with 2"x3" glossies/photographs	\$36.00
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Lifetouch National School Studios		
Grades PreK - 11	A (290 sq. in.) (1 pose)	\$14.00
	B (175 sq. in.) (1 pose)	\$12.50
	C (105 sq. in.) (1 pose)	\$8.25
Grade 12	290 sq. in. with 3"x5" glossies/photographs	\$18.00
Grade 12 - Alternate	290 sq. in. with 2"x3" glossies/photographs	\$18.00
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Strawbridge Studio		
Grades PreK - 11	A (290 sq. in.) (1 pose)	\$12.50
	B (175 sq. in.) (1 pose)	\$8.00
	C (105 sq. in.) (1 pose)	\$4.25
Grade 12	290 sq. in. with 3"x5" glossies/photographs	\$36.00
Grade 12 - Alternate	290 sq. in. with 2"x3" glossies/photographs	\$36.00
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Triple Play Productions		
Grades PreK - 11	A (290 sq. in.) (1 pose)	\$12.00
	B (175 sq. in.) (1 pose)	\$8.00
	C (105 sq. in.) (1 pose)	\$4.00
Grade 12	290 sq. in. with 3"x5" glossies/photographs	\$34.00
Grade 12 - Alternate	290 sq. in. with 2"x3" glossies/photographs	\$34.00
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RFP DOCUMENTS AND A SUCCESSFUL OFFEROR'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND OFFEROR. NO CONTRACT/AGREEMENT TERMS REQUIRED BY OFFEROR WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL OFFEROR UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL OFFEROR WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE RFP SHOULD A SUCCESSFUL OFFEROR TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL OFFEROR TO COMPLY WITH TERMS OF THE RFP, THE RFP AWARD SHALL BE CONSIDERED VOID AND OFFEROR MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY OFFEROR

In compliance with this Request for Proposals, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this proposal is accepted within the time stipulated above, to furnish any or all of the items/services upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Offeror agrees to furnish and deliver all items/services set forth or otherwise identified in document and on any additional sheets subject to the terms and conditions herein.

Date _____

Company Name: _____

Name _____ Title _____

Signature _____

General Conditions of Bidding

1. Offerors are advised that any contract resulting from this RFP must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this RFP.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein.
3. The Fayette County Board of Education (Board) is implementing revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned, women-owned and veteran-owned business contractors, subcontractors, vendors and suppliers.
4. FCPS Department of Economic Development and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned, women-owned and veteran-owned business enterprises (MWVBE). Offerors may consult the list for inclusion of subcontractors currently participating with the offeror. The list is not all-inclusive and may contain only the names of businesses that have [self registered](#) with the Board and have become approved contractors or vendors by contacting either [Department of Economic Development, Division of Physical Support and Purchasing Department](#) and are MBE certified. The contact person for the Department of Economic Development is [Marilyn Clark](#), 859-381-4000. Offerors may use other properly certified MWVBE subcontractors as long as proper certification is provided.
5. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.
6. To receive consideration proposals must be received at 1126 Russell Cave Road, Lexington, KY 40505, Room 137 prior to time designated in this invitation. None shall be accepted thereafter.
7. An officer or member of the bidding firm authorized to legally bind the firm must sign the bid/proposal.
8. 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 reserves the right to award by item, combination of items or lot. 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.
9. By submitting a proposal in response to this RFP, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by the Fayette County Board of Education.
10. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.

11. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the offeror in interpreting the standard of quality, design and performance desired, and should not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by offeror must be clearly noted and described. Otherwise it is understood that offeror intends to supply items specifically mentioned in this RFP. **FCPS reserves the right to determine if materials offered are the type and quality required.**
12. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
13. If awarded an order or contract, offeror agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Offeror further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the offeror, his servants or agents.
14. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals must be priced accordingly and reflect no sales tax to FCPS.
15. Offerors remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.
16. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
17. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.
18. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
19. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.
20. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity.
21. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**

- 22. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.**
23. This writing, along with the responsive proposal, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or nonbinding upon the parties hereto. Nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver is in writing and signed by the parties hereto.
- 24. This Request for proposal, along with proposal submitted, if accepted by the Board shall constitute the entire agreement. In the event of a conflict between the terms of the Request for Proposal and the proposal, the terms in the Request for Proposal shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to RFP. Any and all terms considered integral to the proposal submitted must be included in or with the proposal document.**
25. Any addendums or updates to the RFP will be posted on the FCPS Purchasing website. It is the offeror's responsibility to check the website for any updates.
- 26. To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit the [Tax Office webpage](#).**
27. All responses to this RFP become the exclusive property of FCPS. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of, as required by KRS 61.878(1)(c)(1), those elements in each bid which are defined by the offeror as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." FCPS shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Kentucky Revised Statutes Chapter 61. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive. Although KRS 61.878(1)(c)(1) recognizes that certain confidential trade secret information may be protected from disclosure, FCPS may not accept or approve that the information that a offeror submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," and FCPS does not believe that the information is a trade secret, FCPS shall provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.
28. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$25,000.00 will not require a bond. Purchase Orders issued that exceed \$25,000.00 will require the contractor to bond. No work shall begin until the offeror has a FCPS issued Purchase Order in hand and has delivered the required Performance and Payment bond to the Department that issued the Purchase Order.

29. The offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.

30. The Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.

31. Suspension and Debarment

The Offeror understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with 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 its bid or proposal, the offeror or proposer certifies as follows:

The certification in this clause is a material of fact relied upon by FCPS. If it is later determined that the offeror or proposer knowingly rendered an erroneous certification, in addition to remedies available to FCPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. A debriefing may be available for any entity that submitted a proposal or bid in response to a solicitation ("Offeror"). Debriefing shall be requested in writing by the unsuccessful Offeror within ten (10) business days of the FCPS publicly releasing the identity of the purported winner of the competition, by posting the notice of contract award on the FCPS approved procurement website. An unsuccessful Offeror's written request for a debriefing shall be submitted to the purchasing officer.

33. Purchases by other Kentucky Government Entities:

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this RFP when such actions are agreed to by the awarded vendor(s). FCPS will not be responsible for payment of any purchases by another government entity.

34. State law requires a contractor that is providing services to students on a regularly scheduled and continuing basis to submit to a state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating the individual is clear to hire based on no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

Prior to the provision of services by any contractor/sub-contractor, contractor agrees to obtain and submit a current KY State Police and FBI background check and a have a letter provided by the Cabinet for Health and Family Services Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process or submit these documents if obtained elsewhere. A fee of \$40 for the State/FBI check and \$10 for the Child Abuse and Neglect letter will apply and the cost will be the responsibility of the

contractor when having FCPS run the reports. This fee can be paid via check or money order made out to Fayette County Public Schools. Existing background checks within one year will be accepted, with the approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

Purchases by FCPS Food Service

35. “Domestic Commodity or Product” are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
36. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
37. 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.
38. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
39. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means and agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
40. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 41. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas or pineapple; and
 42. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
43. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
44. Any substitution of a non-domestic product for a domestic product (which was originally part of a solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
45. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Special Conditions of Bidding

1. All questions must be submitted in writing by emailing matthew.moore@fayette.kyschools.us no later than two (2) weeks before the closing time of the RFP listed on the cover page. Subject of email must include "RFP 68-19 Student Pictures Questions". Questions may also be submitted through the Vendor Registry website.

2. Proposals must be delivered to:

FCPS Purchasing Department
1126 Russell Cave Road, Rm 137
Lexington, KY 40505

Proposals may be returned by United States Postal Service, hand delivered or by any commercial carrier. **It is the company's responsibility** to ensure the proposal arrives at the specified location by the date and time of the closing of proposals. Proposal should not be addressed to a specific person. **E-mail, fax or telephone proposals shall not be accepted. There are no exceptions. The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered proposals on weekends and Holidays. Regular hours are 7 a.m. to 3:30 p.m. Eastern Time.**

3. Late proposals

Any proposals received after the due date listed on the cover page shall be considered a late proposal. A late proposal shall not be considered for award except under the following conditions only:

3.1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the due date specified on the cover; or

3.2. The proposal was sent by mail and it is determined by the Purchasing Department that the late receipt was due solely to the mishandling by FCPS after receipt at the address specified in the solicitation.

3.3. If an emergency or unanticipated event or closing interrupts or suspends normal FCPS business operations so that proposals cannot be received at the FCPS Purchasing Office by the due date stated on the cover page, the due date/time specified will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal FCPS business operations resume.

3.4. The official time used for receipt of proposals is the satellite clock located in the conference room 131 where bid openings are regularly held. This clock is connected by satellite to be the official time of the United States as determined by the National Institute of Standards and Technology (NIST) and U. S. Naval Observatory (USNO).

3.5. A late, hand-carried proposal shall not be considered.

4. **There will not be a public bid opening. Results of the RFP will be sent out upon award.**

5. **Contract is effective for 1 year beginning January 1, 2020 or date of Board approval (whichever is later) through December 31, 2020.** Contract may be renewed for four additional one (1)-year terms, up to a total of five (5) years subject to approval of both The Board and successful offeror. Contract prices and discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract. If contract prices are changed during the renewal, offeror must provide new pricing and include sufficient reasoning for the price increase at least 60 days prior to the expiration of the contract.
6. **Fuel Surcharges and other similar charges are not permitted.**
7. **Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award or scoring of proposal may reflect poor performance.**
8. The RFP shall be awarded **to the responsible and responsive offeror(s) as defined in KRS 45A.345, providing the best value. RFP may be awarded to multiple offerors if in the best interest of the district.** In determining the best value the following criteria shall be considered:

POINTS	CRITERIA
500	Picture Pricing
500	Technical Proposal – includes information requested on page 16 and 18 of RFP

- 9.
10. **Multiple awards of this contract shall be considered.** RFP shall be awarded to a maximum of 6 bidders. Bidder agrees to this contract by bidding. Contract is exclusive to bidder(s) who receive(s) the award with the following exceptions: FCPS Warehouse operation, other agency contracts that FCPS can utilize, bids for items in large quantities and individual purchases under \$2,500 when a lower price can be obtained and the items purchased meet specifications.
11. It shall be understood that the RFP contract shall not obligate FCPS or its schools and departments to purchase from the RFP Contract. If awarded the RFP the vendor shall be placed on an “Approved Vendors List” for the school district. FCPS may use any vendors that are on the list for these items/ services.
10. FCPS does not agree to purchase any predetermined quantity of any item. Prices quoted must have decimal point located in the correct position to separate dollars from cents. Bid prices where the decimal point is omitted shall be calculated as dollar amounts.
11. RFP may be awarded based on initial offers/proposals and competitive negotiation may not be used.
12. Modifications, additions or changes to the terms and conditions of this solicitation may be cause for rejection of the proposal. Offerors are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.
13. Successful offeror shall make provision for supplying PO numbers as part of any invoice issued to FCPS as a result of RFP award.

14. Payments for bid items are normally approved at the regularly scheduled meeting of the Board on the fourth Monday of most months provided bid items and invoices are properly received by the first Monday of the month. However, payments may be made early to take advantage of cash discounts offered provided the taking of such discounts is advantageous to FCPS.
15. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
16. Successful offerors shall provide two (2) copies for Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 upon request as a condition of purchase.
17. It is the policy of the Board that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" will be presumed to contain asbestos unless the manufacturer provides written certification or Safety Data Sheet (SDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP-or AIHA-certified laboratory that the material does not contain asbestos.
18. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.
19. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
20. FCPS reserves the right to cancel contract if in the staff's opinion the offeror's work is unsatisfactory, their ability to meet completion schedules is unsatisfactory or billing is found to be excessive for work performed. Offeror may terminate the contract if FCPS fails to meet the specified payment terms.
21. **Termination for Default**

Either the Purchasing Agent or the Superintendent, as the case may require, may make a written determination that a contractor is in breach of any of the terms and conditions of an existing contract. Said determination shall state that the contractor shall have a period of five (5) working days within which to cure the breach. A copy of said determination shall be filed in the contract file and another copy of said determination shall be forwarded to the contractor in breach of the contract.

Upon receipt of said determination the contractor shall make all good faith efforts to comply with all terms and conditions of the contract and to cure the breach. Alternatively, the contractor may submit a written statement admitting default in breach of the contract. At such time the contract shall be deemed immediately terminated and all rights and obligations there under shall be terminated.

Upon receipt of the contractor's admission of default and breach or upon the contractor's failure to cure said breach within five (5) working days of the issuance of the written determination, FCPS shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor. The original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

22. Termination for Convenience

The Purchasing Agent or the Superintendent may make a written determination at any time that the contract shall be terminated for the convenience of FCPS and shall issue a notice of termination therewith. Said notice of termination shall state the date and time upon which termination shall become effective and the extent to which the contract is terminated. A copy of said determination and notice of termination shall be placed in the contract file and a second copy of said determination shall be forwarded to the contractor.

The contractor shall cease performance of the contract upon the date and time set in the written notice of termination. Within ten (10) working days thereafter, the contractor shall issue an itemized statement of any and all services performed; or goods delivered; or construction completed, and said statement shall be paid by the Board according to the procedure set forth in the existing contract.

The determination made by either the Purchasing Agent or the Superintendent, as the case may require, shall be final and conclusive as to the necessity for termination for convenience. No party to an existing contract shall have the right to appeal from said determination as it shall be final and conclusive.

23. Successor in Interest or Contractor Name Changes

No assignment of this contract without specific, written pre-approval of FCPS. Failure to get this written, pre-approval by FCPS shall VOID the assignment and the contractor on this contract shall remain responsible for continued compliance with terms of this RFP/response.

24. Offeror Initiated Requirements

Requirements that the offeror has or shall need if awarded the contract must be provided as part of the proposal response.

25. Additionally, offeror shall provide documents necessary to initiate a contractual relationship between the offeror and FCPS. Conflicts that exist with the content of this RFP, board policy or regulation and offeror initiated requirements may result in the rejection of the proposal.

26. Consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of tobacco products or possession of firearms while on a job for FCPS by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and FCPS and may lead to the termination of said contract FOR CAUSE by FCPS.

27. FCPS does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) to not discriminate in such a manner. Further, FCPS does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in its programs or activities as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does FCPS discriminate on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in the education programs or activities it operates.

28. Offeror must furnish all necessary insurance such as:

**Workers' Compensation and Employer's Liability
Public Liability \$1,000,000.00 minimum
Property Damage \$1,000,000.00 minimum.**

A Certificate of Insurance should be included with proposal or filed with the Purchasing Department within 10 days after notification of award.

CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION

- _____ Cover page completed
- _____ Name and signature on Page 2
- _____ Taxpayer Identification Number (if not a Corporation)
- _____ Technical Proposal
- _____ Cost Proposal
- _____ Resident Bidder Affidavit if declaring Resident Bidder Status
- _____ Supplier Diversity Program Contract Forms (If applicable)
- _____ Documentation of Good Faith Efforts (If applicable)
- _____ Completed W9 form

Does your company allow EFT? Yes _____ No _____

If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.

Thank you for providing this information:

1. Yes I am a minority owned business. Certified Not Certified
 No
2. Yes I am a woman owned business. Certified Not Certified
 No
3. Yes I am a veteran owned business. Certified Not Certified
 No

If "no" please submit signed "Pledge of Non-Discrimination" form included in RFP packet. If "yes" and certified please include a copy of certification.

SCOPE OF WORK

1. FCPS is acting on behalf of its students to obtain the most favorable prices and terms possible for a fund raising project so individual **schools shall receive the “school markup”**. Although the contract is with The Board, contractor enters into the contract with the understanding that individual orders are to be taken from students desiring to purchase pictures and that the responsibility for payment for pictures ordered rests with students placing orders. FCPS does not guarantee bidder(s) shall get a certain or approximate number of picture orders from students in the event bidder(s) is/are awarded the contract. If proposal is accepted by The Board on behalf of students, successful bidder(s) shall have the opportunity and obligation of furnishing pictures as specified under the conditions of bidding hereafter and at the prices as bid for the full term of the contract.
2. Bidder(s) with local studios and/or representatives who reside in Fayette County, KY, may be given special consideration if it is determined in evaluating the proposals that the local representatives are better able to provide the services required.
3. By submitting a proposal, bidder certifies he/ she **can and shall devote full attention to servicing the contract.**
4. **A minimum of two (2) photographers shall be sent to Elementary Schools and Middle Schools with enrollments of 550 or more students to photograph students and a minimum of two (2) photographers shall be sent to the High Schools to photograph students in grades 9 through 11.**
5. Information about the school district may be found on the [Fast Facts webpage](#).
6. The quoted bid price for each package shall include the school markup and shall reflect the actual cost to the student.
7. Every student pre-kindergarten-11 and FCPS employees (who desire) shall be photographed and company shall furnish to each school, free of charge
 - o One (1) Publisher’s CD with photos in JPEG format
 - o One (1) color picture for the cumulative folder
 - o One (1) color picture or black and white glossy, subject to school option, for the yearbook*

*Picture may not be required if yearbook is assembled digitally. If digital assembly is used then Publisher’s CD shall be used.
8. **Administrators, faculty members and any individual desiring additional pictures shall pay retail price as bid.**

9. Each person photographed shall receive a positive guarantee of satisfaction. Any person dissatisfied shall have his/her picture retaken to his/her satisfaction or a full refund shall be given. **Refunds shall be completed within two (2) weeks after request.**
10. In order to use the pictures in Fayette County Public Schools district programs like Infinite Campus and Destiny Library Manager, we need the following returned to the schools.
 - a. CD's with student pictures returned to the school should include .jpg for each person named with **the student number .jpg**. This is not the state id number but a district student number.
 - b. Additionally, a .txt file should be included on the CD which includes the student number and the picture name separated by a comma. An example follows.

60670123,60670123.JPG
60670126,60670126.JPG
60670128,60670128.JPG
60670134,60670134.JPG
60670138,60670138.JPG
11. Successful bidder(s) shall begin contacting school principals immediately after notification of RFP award in order to:
 - Select package makeup from available options
 - Establish convenient dates for taking pictures, follow-up for absentees, retakes, delivery of pictures
 - Collection of money
 - Other relevant reasons
12. **Out-of-town bidders must provide free telephone service to individual schools.**
13. Pictures, including retakes, shall be delivered to schools according to the time schedule agreed to between the school principals and company(ies). **Deliveries including retakes shall be completed no later than December 15, 2020.**
14. Company(ies) receiving RFP award(s) shall keep negatives on file for one (1) year and shall make available, if requested, additional prints for yearbooks and other purposes.
15. Photographer(s) sent to schools to take pictures must:
 - Have at least one (1) year verified experience in photographing school children
 - Take time to arrange hair and clothing, center and pose students prior to photographing
16. **Photographers who attempt to photograph students on a “run-through” basis shall be immediately barred from further photographing.**
17. Literature provided by company(ies) for students to take home shall contain a statement that pictures are being provided as a fund raising project by the school and shall indicate the amount

of commission to the school for each of packages A, B and C. **The order form (envelope) must state prices are the full retail price and request “exact change”.**

18. **Statement to be used in literature:** The “school markup” represents a commission to FCPS and shall serve as a fund raising project for the individual school to use in purchasing materials to enhance the academic program.

- School markup:
- Package “A” \$2.50
- Package “B” \$2.00
- Package “C” \$1.75

19. Picture packages, etc., shall be arranged in distribution order as requested by the principal prior to delivery. A packing list indicating name of student and size of package for each package shipped shall accompany all deliveries to the school.

SPECIFICATIONS FOR STUDENT PICTURES

Pre-kindergarten-11

I. Package Options: Reduced to square inches. Each school shall select package makeup from available options. (Principal or principal's designee must sign-off on selected options.)

Package A: 290 square inches minimum

List available options _____
(must include one 8"x10") _____

Package B: 175 square inches minimum
List available options

Package C: 105 square inches minimum
List available options

Attach list of additional options available for selection.

II. Film shall be minimum 46mm or equal quality digital imaging.

III. Quality of paper shall be equal to Eastman Kodak.

IV. Extra Requirements:

1. One (1) color picture for cumulative folder.
2. One (1) color picture or black and white glossy for yearbook.
 - a. Color pictures/glosses shall be of uniform head size and suitable for reproduction in yearbook.
 - b. Color pictures/glosses (grades pre-kindergarten-11) shall be at least 2" x 3" in size.

V. Payment Plan:

Proof Plan - every student photographed shall be furnished a color proof and literature to take home prior to selecting picture package and placing order. Payment shall be at the time of placing order. Proofs may be kept by students.

VI. Method of Handling Payment:

Payments for photographs can be collected by the school or photographer and deposited in the activity fund of the school. It is the school's decision on the method of payment to be used. If photographer offers to collect payments then their payment instructions should be included with the bid submission.

NOTE: Additional special packages, options, accessories, etc., MAY NOT be offered for additional charges after the contract is awarded.

RESPONSE FORM

COMPANY INFORMATION

1. Name and address of company bidding

2. Name and business address of local manager or representative

3. Length in industry

4. Number and names of full-time photographers servicing FCPS:

Number _____

Names

REFERENCES

Three (3) schools/systems and contact information for student picture contracts:

1. _____ Phone _____ Email _____

2. _____ Phone _____ Email _____

3. _____ Phone _____ Email _____

SAMPLES

Samples may be requested for evaluation purposes.

PRICING

Enter bid in column marked “Studio Bid Price” and extend to “Retail Price” column.

Grades Pre-kindergarten – 5

	<u>School Markup</u>		<u>Studio Bid Price</u>		<u>Retail Price</u>
Package A: 290 sq. in.	<u>\$2.50</u>	+	\$ _____	=	\$ _____
Package B: 175 sq. in.	<u>\$2.00</u>	+	\$ _____	=	\$ _____
Package C: 105 sq. in.	<u>\$1.75</u>	+	\$ _____	=	\$ _____

Grades 6-8

	<u>School Markup</u>		<u>Studio Bid Price</u>		<u>Retail Price</u>
Package A: 290 sq. in.	<u>\$2.50</u>	+	\$ _____	=	\$ _____
Package B: 175 sq. in.	<u>\$2.00</u>	+	\$ _____	=	\$ _____
Package C: 105 sq. in.	<u>\$1.75</u>	+	\$ _____	=	\$ _____

Grades 9-11

	<u>School Markup</u>		<u>Studio Bid Price</u>		<u>Retail Price</u>
Package A: 290 sq. in.	<u>\$2.50</u>	+	\$ _____	=	\$ _____
Package B: 175 sq. in.	<u>\$2.00</u>	+	\$ _____	=	\$ _____
Package C: 105 sq. in.	<u>\$1.75</u>	+	\$ _____	=	\$ _____

“School Markup” represents a commission to schools and serves as a fund raising project.

SPECIFICATIONS FOR SENIOR PICTURES

1. A minimum of four (4) poses shall be taken of each senior photographed. Color proofs are to be provided within fourteen (14) days after photographing so seniors may choose personal pictures and one for the yearbook. Method of handling money shall be same as outlined under Student Picture Specifications.
2. A minimum of three (3) backgrounds shall be available for student's selections during the entire photographing sessions: One medium gray and two environmental scenic backgrounds. Front projection backgrounds are unacceptable.
3. Yearbook staff at each high school shall select the background to be used for yearbook photographs and shall determine whether the photographs to be provided shall be black and white glosses or color photographs. Two (2) poses shall be from the background selected by the yearbook staff. Additional two (2) poses shall be from backgrounds selected by student.
4. Drapes shall be provided for girls (optional).
5. Film shall be minimum 46mm.
6. Quality of paper shall be Kodak professional color portrait paper.
7. **Photographer may begin photographing seniors the third week of school. Contractor(s) shall contact the yearbook sponsor at each high school within two (2) weeks of notification of award to determine whether that high school wishes to have some senior pictures taken during the summer.**

Order for taking senior pictures is:

- 1. Bryan Station High School
- 2. Paul Laurence Dunbar High School
- 3. Lafayette High School
- 4. Henry Clay High School
- 5. Tates Creek High School
- 6. Frederick Douglass High School

Dates for retakes and follow-up for absentees should be scheduled by the principal, yearbook sponsor and photographer during the week of initial photographing.

8. Extra requirements to be furnished by contractor(s) at no charge to students or FCPS:
 - A. One (1) color-photograph or black and white glossy for yearbook. (if needed)

- B. One (1) color-photograph for cumulative folder.
-- Photographs/glosses shall be of uniform head size and suitable for reproduction in the yearbook.
-- Photographs/glosses shall clearly identify seniors by name and grade level on the front of the photograph.
- C. Administrators, faculty members or any school employee may be photographed in order to provide photographs for the yearbook, but must pay retail bid price for any personal pictures.
9. Senior who desires shall be photographed without charge. The only charge shall be for personal pictures purchased at prices indicated on the Response Form.
10. Styles of pictures and options under this contract shall be on display in schools with prices indicated at least one (1) week prior to taking pictures.

RESPONSE FORM
Grade 12

Bid price is to be based on furnishing 290 square inches of color photographs. Each high school shall select package makeup from options available from the successful bidder. Principal or designee must sign-off on selected options. List available options: (must include one 8" x 10")

PRICING

Enter bid in column marked "Studio Bid Price" and extend to "Retail Price" column.

	<u>School Markup</u>		<u>Studio Bid Price</u>		<u>Retail Price</u>
Package of 290 sq. in. with 3" x 5" glosses or photographs:	<u>\$2.00</u>	+	\$ _____	=	\$ _____

Alternate Bid

	<u>School Markup</u>		<u>Studio Bid Price</u>		<u>Retail Price</u>
Package of 290 sq. in. with 2" x 3" glosses or photographs:	<u>\$2.00</u>	+	\$ _____	=	\$ _____

Statement to be printed on literature for seniors:

"School Markup" for senior pictures represents a commission to the school is to be used in acquiring materials and services for producing the high school yearbook.

NOTE: Additional special packages, options, accessories, etc., MAY NOT be offered for additional charges after the contract is awarded.

CD-ROM/ USB Flash Drive

A Publisher's CD/USB Flash Drive shall be provided to each school free of charge for use in the yearbook. The CD/USB Flash Drive shall be required to contain the following: Student Picture, Student Name and Student's School Identification Number. A separate CD/USB Flash Drive (Administrator's CD) shall be provided free of charge for use in Infinite Campus.

Pricing Subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating bids/proposals, Fayette County Public Schools will apply a reciprocal preference against an Offeror submitting a bid/proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.