

**REQUEST FOR PROPOSAL (RFP)**  
**Meniffee County Board of Education**  
**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**  
**P.O. Box 110, 440 Wynn Flat Road**  
**Frenchburg, Ky 40322**

**PHOTOGRAPHY 26/27**

The Board of Education of Meniffee County, Kentucky (hereinafter called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this request for proposal. Please read all the instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your Proposal.**

**DELIVERY OF RFP**

RFP documents shall be mailed or delivered in a sealed envelope marked "PHOTOGRAPHY" in the lower left corner to:

**Meniffee County Board of Education**  
**Attn: Lorri Bartley**  
**P.O. Box 110**  
**Frenchburg, Ky 40322**

RFP's may also be emailed with "PHOTOGRAPHY" in the subject line to:

[lorri.bartley@meniffee.kyschools.us](mailto:lorri.bartley@meniffee.kyschools.us)

The District is not responsible for failed electronic transmission, spam filtering, incomplete attachments, or other technological issues. Offerors are responsible for confirming receipt prior to the deadline.

**PERIOD OF CONTRACT**

**The period of the contract will be from July 1, 2026, through June 30, 2027,** with four (4) potential contract extensions if agreed upon by both parties before the renewal date.

**RFP DUE DATE**

**RFP documents must be received by 1:00 p.m. EST on Tuesday, June 9, 2026.** All RFP documents must be received by the time designated in this in this RFP and none will be considered thereafter.

The Board of Education cannot assume the responsibility for any delay as result of failure of the postal service to deliver RFP's on time.

**“PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS”**

45A.455 CONFLICT OF INTEREST – GRATUITIES AND KICKBACKS

1. It shall be breach of ethical standards for any 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:
  - a. He or any member of his immediate family has a financial interest therein; or
  - b. A business or organization in which he or any member of his, or employee, is a party; or
  - c. 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 party. 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 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 person gain of any other person.

## **“STATEMENT PURSUANT TO KRS 45A.990”**

### **45A.990 PENALTIES**

1. Any employee or any official of The Board of Education of Menifee County, Kentucky, elective, or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to The Board of Education of Menifee 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 Board of Education of Menifee County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

**NOTE: THIS PROHIBITION AGAINST CONFLICT OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.**

**GENERAL BID INSTRUCTIONS AND CONDITIONS**  
**(PLEASE READ CAREFULLY)**

**A. ACCEPTANCE OF BIDS**

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

**B. BID DOCUMENTS**

Bid forms are provided with this "RFP". All Proposals shall be submitted on the "Bid Form".

**C. SPECIFICATIONS**

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

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

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

**D. KENTUCKY MODEL PROCUREMENT CODE (KRS CHAPTER 45A)**

The Kentucky Model Procurement Code (KRS 45A) adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this RFP and the Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

**E. PERFORMANCE BOND**

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

**F. EXCUSE FOR NON-PERFORMANCE**

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

**G. PENALTIES**

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

## **H. TAXES**

Menifee County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

## **I. PRODUCT EVALUATION**

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

## **J. BRAND NAMES**

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

## **K. NON-DISCRIMINATION**

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

The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous place notices setting forth the provisions of the Equal Opportunity clause.

The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

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

## **L. DELIVERY**

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

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

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

## **M. SAMPLES AND/OR DESCRIPTIVE LITERATURE**

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the RFP.

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

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

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

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

**O. BIDS**

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

The Purchasing Department will make tabulations. The Board of Education meetings are normally held on the third Thursday of each month.

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

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

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

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

**P. PRICES**

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

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

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

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

**Q. OR EQUAL CLAUSE**

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

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

**R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER’S SPECIFICATIONS**

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer’s descriptive literature and/or specifications and the requirements of this RFP, if; (1) the bidder actually submits a sample which conforms to all material requirements of this RFP; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this RFP.

NOTE: Descriptive literature and/or manufacturer’s specifications should not be submitted unless expressly requested.

**S. SUBSTITUTIONS:**

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Lorri Bartley, CFO.

**T. REQUIREMENTS**

All deliveries must be complete within three (3) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:

One (1) copy to the warehouse with material at time of delivery

Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery. These can be emailed to [accounts.payable@menifee.kyschools.us](mailto:accounts.payable@menifee.kyschools.us)

No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within ten (10) days or cancel.

All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official. Signatures of custodial or maintenance personnel are not acceptable.

All invoices must show the purchase order number, date of delivery, name of location and list of items delivered by item name.

**U. OTHER CONDITIONS**

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

The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

**V. HOLD HARMLESS**

Vendor agrees to indemnify and save The Menifee County School District harmless from claims for death or injury to Vendor’s personnel arising while such personnel are on premises owned or controlled by The Menifee County School District in connection with the performance of this order, and Vendor shall maintain Worker’s

Compensation Insurance and Employees Liability Insurance in the minimum amount of one hundred thousand (\$100,000) dollars (unless otherwise specified within contract) covering all such personnel while on Menifee County School's premises.

**W. CRIMINAL HISTORY VERIFICATION**

The successful bidder certifies that a criminal history background check and Child Abuse/Neglect Registry check has been performed on all employees that may come into contact with Menifee County Schools Students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions for crimes against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

**X. GOVERNING LAW**

The validity, performance, construction, interpretation and effect of any/all purchases shall be governed by the laws of the State of Kentucky. The Menifee County School District operates within Kentucky Model Procurement Code Chapter 45A which applies to any/all purchases. The Menifee County School District and the Vendor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Menifee County, Kentucky in connection with any cause of action arising from any/all purchases.

**Y. LEGAL AND CONTRACTUAL REMEDIES**

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee's office.

If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney's fees or profit.

The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

**Z. CORRECTIVE ACTION REQUEST (C.A.R.)**

In the event that an incident may occur with a contracted vendor which is deemed to be unacceptable, The Menifee County School District may issue a Corrective Action Request (C.A.R.) to the vendor. Please refer to



this policy on page 8 of Purchasing Procedures and Guidelines as published on the Meniffee County Board of Education's website.

**AA. RECIPROCAL PREFERENCE**

In accordance with 200 KAR 5:400 **ALL BIDDERS** must complete the attached "**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**" and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder's home state to that state's resident bidder.

**BB. I.R.S. W-9 FORM**

All Awarded Bidders as a result of this RFP shall submit a completed IRS W-9 Form within ten (10) business days of the bid award notification.

**CC. Corrective Action Request (C.A.R.)**

In the event that an incident occurs with a contracted vendor that The Meniffee County School District deems unacceptable, The Meniffee County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

The procedure is as follows:

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

**DD. CLEAN AIR / CLEAN WATER:** For contracts and subgrants of amounts in excess of \$150,000, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-.7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- The Contractor 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 Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor 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 Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

**EE. SUSPENSION AND DEBARMENT:** Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required

#### Suspension and Debarment

The Contractor 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 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 its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **The Meniffee County School District**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **The Meniffee County School District**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**FF. LOBBYING:** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to **The Meniffee County School District**.

**GG. BUY AMERICAN.** The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1160(n)), requiring school food authorities (SFA5) to purchase, to the maximum extent practicable, domestic commodity or product.

- “Domestic Commodity or Producer 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.

“Substantial” means that 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 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.

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 an 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.

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:

1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

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. Any substitution of a non-domestic product for a domestic product (which was originally a part of the 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.

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

#### **HH. COST REIMBURSABLE CONTRACTS**

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

- Allowable costs will be paid from the nonprofit 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;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

or

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 and verification;

- 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;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority 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 school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

- 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; and
- The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- Prohibited expenditures. No expenditure may be made from the nonprofit school food 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 nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

#### **JJ. Privacy/FERPA**

Vendor shall comply with FERPA and all applicable student privacy laws. Student information and images may not be sold, shared, or used for marketing purposes without written authorization from the District.

#### **KK. TERMINATION**

The Menifee County Board of Education reserves the right to terminate the contract, with or without cause, upon thirty (30) days written notice to the contractor. Immediate termination may occur for material breach, failure to comply with student safety requirements, or failure to perform contractual obligations.

**MENIFEE COUNTY BOARD OF EDUCATION  
PHOTOGRAPHY RFP**

**LIST OF POSSIBLE DELIVERY LOCATIONS**

|                                                                                                                       |                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <p>Menifee Central<br/>359 Wynn Flat Rd<br/>Frenchburg, Ky 40322<br/>606-768-8402<br/>Students: 540</p>               | <p>Menifee County High School<br/>119 Indian Creek Road<br/>Frenchburg, Ky 40322<br/>606-768-8102<br/>Students: 370</p> |
| <p>Botts Early Learning Center<br/>6882 US Hwy 460 East<br/>Denniston, Ky 40316<br/>606-768-8002<br/>Students: 20</p> |                                                                                                                         |

**MENIFEE COUNTY BOARD OF EDUCATION  
PHOTOGRAPHY RFP**

**SPECIAL CONDITIONS – Page 1 of 3**

**AWARDING OF CONTRACT**

Sealed bid proposals for the Photography Services will be received by the Meniffee County Board of Education. Contracts may be awarded to the best overall evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this request for proposal. 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 Meniffee 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 as this contract shall cover all of the Meniffee County School District’s schools. There shall be no minimum order requirement. It is the intention of the Board to award the Photography to one vendor. However, the Board has the right to award separate contracts for Photography if it is deemed in the best interest of the Board.

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

|                                                                                                                                        |             |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Price (May be looked at on an individual school or group basis)                                                                        | 30%         |
| Perceived Overall Quality of Service (Maximum 5-page write-up)<br>{Employees (w/training, background), Appointment Availability, etc.} | 25%         |
| Ability to meet the bid specifications (see pages 17-19)                                                                               | 25%         |
| Perceived Quality of Product                                                                                                           | 10%         |
| References                                                                                                                             | 10%         |
| <hr/>                                                                                                                                  |             |
| <b>Total</b>                                                                                                                           | <b>100%</b> |

**MENIFEE COUNTY BOARD OF EDUCATION  
PHOTOGRAPHY**

**SPECIAL CONDITIONS – Page 2 of 3**

**PRICE (30%)**

The Price figure shall be arrived at by awarding the low bidder a score of 30 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 30 points.

Bidder B receives points as follows:  $[1 - \{(Bid\ B - Bid\ A)/Bid\ A\}] \times 30\ points = 27\ points]$

**PERCEIVED QUALITY OF SERVICE (25%)**

From a written service proposal supplied (maximum of 5 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:

1. Implementation strategy (including timetable).
2. Background/qualifications of individuals servicing our account.
3. A description of Marketing/Sales Tools which shall be provided at no additional cost to the District (including order forms-samples shall be provided).
4. 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.
5. Communication to students about how orders will be placed and tracked, handling of money – payment options (Menifee County prefers to not handle / be responsible for money received from students).
6. Describe the delivery and distribution to students of School Pictures.
7. Does your company partner with a National Recover Center for Missing Children?

**ABILITY TO MEET THE BID SPECIFICATIONS (25%)**

Please describe in detail (maximum of 5 pages) your companies ability to meet the bid specifications that are described on pages 16-18 (Photography Bid Specifications). Based on the response to this section a score of 0 – 25 points shall be given.

**PERCIEVED QUALITY OF PRODUCT (10%)**

From a sample Photograph provided with the proposal that matches (closely resembles) the RFP specifications a score valued between 0 to 10 points shall be given. This score is subjective based on the evaluator's perceived overall quality of the product.

**REFERENCES (10%)**

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/or phone call 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. Additionally, scores for previous suppliers of the Menifee County School District may be supplied by The Menifee County School District solely.

**MENIFEE COUNTY BOARD OF EDUCATION  
PHOTOGRAPHY RFP**

**SPECIAL CONDITIONS – Page 3 of 3**

**PERIOD OF CONTRACT**

The period of the contract will be from **July 1, 2026, through June 30, 2027**, with four (4) potential contract extensions if agreed upon by both parties before the renewal date.

**INSURANCE**

General conditions require all contractors working for the Menifee County School District to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum cover acceptable is:

- a. Statutory Workmen's Compensation Insurance
- b. Public Liability not less than \$1,000,000 single limit occurrence
- c. Property Damage Liability, including Contractual Liability, with limits not less than \$1,000,000 single limit per occurrence.
- d. Automobile Liability Insurance, including all owner, non-owner or hired vehicles, with limits of not less than \$500,000 single limit per occurrence.

**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.
- 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.**

**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.

**CHANGES / ADDITIONS / DELETIONS**

If during the period of the contract, an advisor deems it necessary to add pages and or make any changes to the book that would relate to a change in pricing, the awarded vendor shall submit a written proposal which includes all pertinent information and pricing Lorri Bartley, CFO at [lorri.bartley@Menifee.kyschools.us](mailto:lorri.bartley@Menifee.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 Menifee County School bids.

**FIRM PRICES**

Prices are to **remain firm** for the period of contract. Prices entered into the "Price per Unit" column shall reflect net pricing after discount. DO NOT include commission.

**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" 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 Menifee County School District locations whether purchased by Board Funds, Individual School Funds, or PTA / PTSA / PTO Funds.



**MENIFEE COUNTY BOARD OF EDUCATION**  
**PHOTOGRAPHY**  
**PHOTOGRAPHY BID SPECIFICATIONS – Page 1 of 3**

**SCOPE OF SERVICES – PHOTOGRAPHY**

The Meniffee County School District is seeking proposals from qualified photography companies that will provide all the necessary labor and resources, including but not limited to; personnel, equipment, materials and supplies to provide photography services to all grades Pre-K-12th within the district.

**GENERAL BID REQUIREMENTS**

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

1. A list of Kentucky schools for which they have provided similar services in the past three (3) years;
2. 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;
3. On a separate sheet with their company letterhead, a list of additional services and the related prices available to any or all schools included in this bid.

**SUCCESSFUL BIDDER REQUIREMENTS**

1. Bidder certifies that a criminal history background check and Child Abuse/Neglect Registry check has been performed on all employees that may come into contact with Meniffee 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 for crimes 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.
2. Bidder understands that each transaction for the photography sales is 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. A company representative shall be present at each school for the purposes of collecting payment.
3. All student packages MUST carry a 100% money-back guarantee.
4. Bidder agrees to maintain the confidentiality of all personal information obtained as a result of providing services under this contract.
5. All taxes are to be included and are to be paid by the vendor.

**BID SPECIFICATIONS**

- Awarded bidder shall provide photography services including but not limited to: individual student and staff portraits.
- Awarded bidder shall provide all support personnel to organize, maintain the picture taking process and collect payments.
- Photographs shall be taken at the school during the regular school day on a schedule approved by the principal.
- Awarded bidder must ensure all employees/representatives are neat and professional when visiting the schools. A company badge/id must be displayed at all times.

**MENIFEE COUNTY BOARD OF EDUCATION  
PHOTOGRAPHY RFP**

**PHOTOGRAPHY BID SPECIFICATIONS – Page 2 of 3**

- Awarded bidder shall provide contact information for a customer service representative for parents and staff at each school to contact with questions.
- 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.
- Awarded bidder shall furnish each a consolidated statement by packages showing the total dollar sales and commission.
- All photography must be completed using digital cameras.
- A high quality color photographic paper shall be used for all pictures.
- Must be able to offer digital background replacement and custom cropping on each photo to satisfy parent and yearbook needs.
- 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.
- Awarded bidder shall provide each school a designated website/login for the yearbook committee to access.
- Awarded bidder will furnish printed materials or electronic formats 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;
- 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.
- School photographer shall pose the student pleasantly in appearance, with uniformity in facial and eye distinction for the yearbook.
- Each staff member will have a photo taken and a package supplied to them at no cost to the school or district.
- One retake day for fall pictures will be offered at no additional cost on a date agreed to by the school principal.
- 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.
- 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 or shipped directly to parents.
- Awarded bidder shall provide and discuss in their proposal all available digital imaging options.
- Awarded bidder shall provide a complete list of all features and services available.
- The District shall have a perpetual, royalty-free license to use all student and staff images produced under this contract for educational, yearbook, archival, and promotional purposes.

**GROUP PICTURES**

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

- School group photographs shall include accurate identification of the school, activity, sponsor/teacher, and year.
- Photographer for fall and spring pictures shall photograph class pictures if the school so chooses
- No limitation as to the number of pictures, trips or amount of time available for such services.

**MENIFEE COUNTY BOARD OF EDUCATION  
PHOTOGRAPHY RFP  
PHOTOGRAPHY BID SPECIFICATIONS – Page 3 of 3**

**INFINITE CAMPUS**

Awarded bidder shall provide a flash drive or download in a format compatible with 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.

**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 or may be submitted to parents/guardians electronically.
- Service prints shall be delivered by the deadline specified.

**MENIFEE COUNTY BOARD OF EDUCATION  
PHOTOGRAPHY RFP  
BID FORM**

In compliance with the RFP, and subject to all the conditions, 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 RFP, except as noted below:

**EXCEPTIONS:**

---

---

---

---

---

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.)

**BID FORM INSTRUCTIONS**

1. Vendors should 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. Leave Bid Form blank for service you do not wish to provide.

Company\_\_\_\_\_

Contact/Title\_\_\_\_\_

Street address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

Telephone\_\_\_\_\_ Fax\_\_\_\_\_

E-Mail Address / Payment Terms \_\_\_\_\_ / \_\_\_\_\_

Authorized Bidder's Name (*print*) \_\_\_\_\_ Date\_\_\_\_\_

Authorized Bidder's Signature\_\_\_\_\_

**MENIFEE COUNTY BOARD OF EDUCATION**

**PHOTOGRAPHY RFP  
BID FORM**

**PHOTOGRAPHY BID FORM**

**OPTION A – FALL/SPRING STUDENT PORTRAITS**

**Package A**

2 – 3" x 5"

4 – 2" x 3"

**Package B**

1 – 8" x 10"

2 – 5" x 7"

**Package C**

1 – 8" x 10"

2 – 5" x 7"

2 – 3" x 5"

8 – 2" x 3"

**Package D**

2 – 8" x 10"

4 – 5" x 7"

4 – 3" x 5"

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

## REFERENCES FOR PHOTOGRAPHY

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**

## CONFLICT OF INTEREST

1. It shall be a breach of ethical standards for any 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 therefore, in which to his knowledge:
  - a) He, or any member of his immediate family has a financial interest therein; or
  - b) 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
  - c) 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 party. 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 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 therefore.
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, therefore.
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.

---

Signature

---

Date

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.**

**MENIFEE COUNTY BOARD OF EDUCATION  
PHOTOGRAPHY RFP**

**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 \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary] My commission expires: \_\_\_\_\_



### **PHOTOGRAPHY CHECKLIST**

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

Perceived Quality of Service Write-Up \_\_\_\_

References \_\_\_\_ P. 22

Bid Form \_\_\_\_ P. 20-21 (*please return all Bid Form pages*)

Conflict of Interest \_\_\_\_ P. 23

Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status \_\_\_\_ P. 24

Proof of Required Insurance \_\_\_\_

A List of KY schools where similar services have been provided \_\_\_\_

Samples Photographs and Marketing Materials \_\_\_\_

A List of Additional Services and the Related Prices \_\_\_\_