

**REQUEST FOR PROPOSAL**

Date: December 16, 2022

From: **KENAI PENINSULA BOROUGH SCHOOL DISTRICT**  
Purchasing Department  
139 East Park Avenue  
Soldotna, Alaska 99669  
(907)714-8876

**BID NUMBER: #115-23**

**BID DUE DATE: 4:00 P.M., Alaska time, January 20, 2023**

**CLASSIFICATION: Fall School Photography Services**

This inquiry implies no obligation on the part of the buyer. Unless otherwise specified, there is no restriction on the number of items that may be ordered.

All bids submitted must remain valid for a period of 90 days (unless otherwise specified). \_\_\_\_\_

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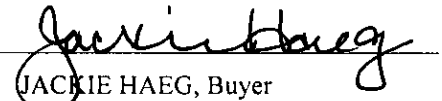
If you are eligible for KPBSD Local Bidder Preference you must include the following information:

Kenai Peninsula Borough Sales Tax Account Number: \_\_\_\_\_

Kenai Peninsula Borough Personal Property Tax Account Number: \_\_\_\_\_

**YOU MUST BE CURRENT IN ALL PAYMENTS OF THE ABOVE.**

\*\*\*\*\*

FOR BUYER:   
JACKIE HAEG, Buyer

FOR SELLER: Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Manual Signature of Bid Manager: \_\_\_\_\_

Printed Name of Bid Manager: \_\_\_\_\_

Date Returned: \_\_\_\_\_

**\*\* THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID SUBMISSION \*\***

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
139 East Park Avenue  
Soldotna, Alaska 99669-7553**

The Kenai Peninsula Borough School District, Purchasing Department (hereinafter also KPBSD or District), invites the submission of proposals for Fall School Photography Services to the District in accordance with the following instructions.

The District reserves the right to negotiate the terms and conditions of any contract entered into as a result of accepting any proposal submitted by the successful proposer(s).

Any interested party may obtain a copy of the Request for Proposal from the Kenai Peninsula Borough School District website at [www.kpbsd.k12.ak.us](http://www.kpbsd.k12.ak.us) or from the Purchasing Department, 139 East Park Avenue, Soldotna, AK 99669, and (907)714-8876.

To be considered for award, one (1) original of the proposal must be received by the District Purchasing Department, 139 East Park Avenue, Soldotna, AK, 99669, no later than 4:00 p.m., Alaska Time, January 20, 2023. Each proposal must be submitted in a single sealed envelope or package marked on the outside **“FALL SCHOOL PHOTOGRAPHY SERVICES; RFP #115-23: Due: NLT 4:00 p.m., Alaska Time, January 20, 2023”**

**Proposals delivered by fax or by electronic means are not acceptable and will not be considered.**

**GENERAL INSTRUCTIONS AND INFORMATION:**

**A. NON-DISCRIMINATION**

Each proposer, in submitting proposals, certifies that if awarded a contract resulting from this proposal, they as the contractor, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. The contractor will take affirmative action to insure that applicants/employees are fairly treated. Such action shall include, but not be 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

**B. OCCUPATIONAL SAFETY AND HEALTH WARRANTY**

Proposer, if awarded a contract, warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, OL 91-596) and all amendments thereto and the State of Alaska Occupational Safety & Health Act of 1973 and all amendments thereto. In the event the product sold does not conform to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at the seller's option and at the seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

**C. COMPLIANCE**

Proposer, if awarded a contract, shall comply with all State, Federal and local laws, regulations, or orders applicable to the purchase, manufacture, processing and delivery of the merchandise. Successful proposer(s) shall certify in the following or substantially equivalent words on the invoice or other appropriate document: “We hereby certify that the goods covered by this invoice were produced in compliance with all applicable

requirements of the Fair Labor Standards Act as amended, including Section 6 and 12 thereof, and of the regulations and others of the U.S. Department of Labor under Section 14 thereof’.

E. CASH DISCOUNTS

All proposal prices must be net. Cash discounts quoted for prompt payment of invoices will not be considered as a factor in the awarding of proposals.

F. FEDERAL EXCISE TAXES

The School District is exempt from the Federal Excise taxes. Exemption Certificate will be furnished when required.

G. BIDS

1. It is the sole responsibility of the proposer to have its proposal received by the District Purchasing Department prior to the time of the scheduled RFP due date and time. Proposal(s) will be marked with the date and time of receipt. Late proposals shall not be considered and shall be returned to the proposer, unopened and marked with the date and hour of receipt, per School Board Policy, AR 3311, Bids. No responsibility will attach to any officer or agent of the District for the premature opening of, or the failure to open, a proposer not properly addressed and identified.
2. One or more addenda to the Request for Proposal may be issued by the District after the RFP process is opened. A copy of any addendum issued by the District must be signed by the proposer and submitted along with its proposal. While the District will make reasonable efforts to notify proposers of any addenda, it is the sole responsibility of the proposer to verify whether any addenda have been issued. Proposers should check the District website to ascertain if any addenda have been issued.
3. Proposers should read this Request for Proposal carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the RFP.
4. This request implies no obligation on the part of the District. Award of this Request for Proposal is contingent upon the availability of funds. The District reserves the right to reject any and all proposals and to act in the best interest of the Kenai Peninsula Borough School District.
5. No oral interpretation will be given on any part of the RFP documents. Any proposer in doubt as to the true meaning of any part of this RFP may submit a written request for an interpretation thereof. Two types of questions generally arise. One may be answered by directing the bidder to a specific section of the RFP. These questions may be answered by direct communication to the proposer submitting the question. Questions which, in the opinion of the Head Purchasing Supervisor, require a more detailed or complex reply, or require an answer that may affect responses to this RFP or may be prejudicial to other prospective proposers, will be answered by issuing an addendum. Questions must be received by the District Purchasing Department no later than 4:00 p.m. Alaska Time, January 10, 2023. Any addendum resulting from submitted questions will be posted to the District website at least seven (7) days prior to the deadline for RFP submissions. It is the proposer’s responsibility to check the website frequently prior to submitting their proposal. Questions must reference the RFP number and can be delivered as follows:

Re: RFP FALL SCHOOL PHOTOGRAPHY SERVICES, 115-23

Fax: 907-262-7165

E-mail: jhaeg@kpbsd.k12.ak.us

Mail: Kenai Peninsula Borough School District Purchasing Department  
139 E Park Avenue  
Soldotna, AK 99669

6. If a proposer fails to notify the District of a discrepancy, defect, ambiguity or other error in the RFP, their proposal shall be submitted at the proposer's own risk and should the proposer's submission, in whole or part, be deemed the winning proposal, the proposer shall not be entitled to additional compensation or other consideration by reason of the discrepancy, defect, ambiguity or other error, or its later correction or clarification. Protests based on any discrepancy, defect, ambiguity or other error in the solicitation will be disallowed if the fault has not been brought to the attention of the District, in writing, at least ten (10) days prior to the date set for submission of proposals. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday.
7. All proposals and addenda **must be manually signed**. A proposal may be signed by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.
8. Each proposer understands and agrees that it submits its proposal at its own risk and expense and releases the District from any claim for damages or other liability arising out of the Request for Proposal and award process, including but not limited to: proposal preparation costs and costs associated with any challenge (administrative, judicial or otherwise (including attorney fees)) to the determination of the winning proposal and/or rejection of proposals. No obligation of any sort is created nor may liability, financial or otherwise, be asserted against the District, its Board, Board members, employees, agents or insurers as a result of this Request for Proposal. By submitting a proposal, each proposer agrees to be bound in this respect.
9. Proposals may be withdrawn on written request delivered to the District Purchasing Department (fax is acceptable) prior to the time specified for submittal. Proposals not withdrawn prior to the specified time may not be withdrawn for a period of ninety (90) calendar days after the time for receipt of proposal.
10. All proposals must comply with these instructions.
11. All proposals must be submitted on the forms provided by the District, or if none are included, in accordance with the requirements of the RFP.
12. Proposers must comply with all of the terms of this RFP, and all applicable local, state, and federal laws, codes and regulations. The District may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP and any bid which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.
13. Proposers may not qualify a proposal nor restrict the rights of the District. If a proposer does so, the District may determine the proposal to be non-responsive and the proposal may be rejected. If the District fails to identify or detect supplemental terms or conditions in a proposal that

conflict with those contained in this RFP or that diminish the District's rights under any award resulting from this RFP, the term(s) or condition(s) will be considered null and void.

14. The District shall have the authority to waive irregularities on any and all proposals, except that timeliness and manual signature requirements shall not be waived, when deemed to be in the best interest of the District.
15. The District reserves the right to reject any or all proposals, consider alternates and waive formalities in RFP procedures as is in the best interest of the Kenai Peninsula Borough School District.
16. The District reserves the right to select final quantities and product based on total cost and cost itemization.
17. The apparent low proposer(s) may be required, if deemed to be in the best interest of the District, to submit written verification of their ability to fill any order(s) subsequent to this RFP in accordance with the specifications and delivery time line established in this proposal document, prior to final award.
18. Once the proposal has been awarded and subsequent purchase orders have been issued, if the low proposer cannot fill the purchase orders in accordance with the specifications of the RFP, the District may vacate that award, cancel any affected purchase orders, and issue new purchase orders to the next lowest responsible proposer.

#### H. AGGRIEVED BIDDERS

Appeal Process for Aggrieved Bidders/Proposers for Contract Awards at \$25,000 or greater, KPBSD School Board Policy AR 3311, Bids:

##### **Appeal to Superintendent**

*Any party bidding or submitting a proposal for a contract or purchase order with the District for \$25,000 or greater may appeal to the Superintendent in writing, personally received at the District Purchasing office, within three (3) business days of the date of notice of intent to award a contract. The appeal may be hand delivered, by mail, or by facsimile and must comply with the requirements of this section.*

##### **Contents of Appeal**

*A written appeal shall, at minimum, contain the following:*

- a. The name, address, and telephone number of the interested party filing the appeal;*
- b. The signature of the interested party or the interested party's authorized representative;*
- c. identification of the proposed award at issue;*
- d. A statement of the legal or factual grounds for the appeal;*
- e. Copies of all relevant documents; and*
- f. A fee of \$300.00 shall be paid to the District and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the Superintendent.*

##### **Rejection of appeal**

*The purchasing officer shall reject an untimely or incomplete appeal or an appeal filed without timely payment of the required fee.*

##### **Stay of Award**

*If a timely and complete appeal is filed with the fee, the award of a contract or purchase order shall be stayed until all administrative remedies have been exhausted, unless the Superintendent determines in writing that award of the contract or purchase order pending resolution of the appeal is in the best interest of the District.*

**Notice and response**

*Notice of the stay and appeal shall be delivered to any party who may be adversely affected by the Superintendent's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.*

**Superintendent's decision**

*The Superintendent shall issue a written decision to the appellant within ten (10) business days of the date that the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided as requested.*

**I. PUBLIC RECORDS CLAUSE**

This Request for Proposal and the resulting proposals received will be kept confidential until the resulting award has been announced. All the proposals, together with copies of all documents pertaining to the award of this RFP, will be kept by the Purchasing Department and made a part of the record. Following award of the RFP, the proposal record will then become public information.

**J. LOCAL PREFERENCE CONDITIONS**

School Board Policy AR 3311 states:

*KPBSD intends to give preference to local residents, businesses, contractors, producers and dealers to the extent consistent with the law and best interest of the public.*

*The district purchasing officer shall purchase from the lowest qualified, responsive, and responsible bidder or business. When bids or quotes are within 5% of being equal, preference may be given to local businesses if it is determined by the superintendent to be in the best interest of the district. For the purpose of this policy, a local business is defined as: any business or company having a physical presence in the borough, registered in the borough to collect sales tax, and locally provides the products and services sought. The 5% policy may be applied to all purchases up to \$25,000.00.*

*Note: Local Bidder Preference does not apply where the provisions of an applicable statute, regulation, or grant prohibit local bidder preference.*

**K. CONTRACTOR'S VIOLATIONS OF TAX ORDINANCES**

School Board Policy BP 3311 states:

*No contract or purchase order shall be awarded to any individual or business that is found to be in violation of the Kenai Peninsula Borough Code of Ordinances in the several areas of taxation which is not remedied within ten (10) days of notice.*

*Any contract can be terminated for cause if it is determined that the contractor is in violation of any taxation ordinance and if such violation is not remedied within ten (10) days of notification by regular mail. If the delinquency arises due to non-filing of sales tax, no payment will be made to the contractor until all filings have been made and all amounts due are remitted.*

*The District will remit any amounts owed by its contractor(s) to the Kenai Peninsula Borough for delinquent Borough taxes against any amount owing to the contractor(s) under a contract between the District and the contractor(s).*

L.       RESPONSE REQUIRED

Your response, whether you are proposing or not, is our only indication of interest in District business. To assure continued receipt of invitations when not participating, return only the cover sheet with the statement “NO PROPOSAL” on its face and the name of the firm. Continued failure to do so will result in automatic removal of your firm from the commodity listing selected for this RFP. Failure to respond to three (3) bids/proposals may result in being removed from the District’s bidder’s list.

M.       AWARD

Proposal will be awarded All-or-None

## **EVALUATION OF PROPOSALS:**

All proposals will be reviewed by the District's purchasing department to evaluate administrative responsiveness of proposals to determine if offerors have complied with the administrative proposal requirements. Proposals then will be evaluated by an evaluation committee comprised of District employees or other persons deemed appropriate by the District using the Evaluation Criteria specified in this RFP. Evaluation of proposals in accordance with the evaluation criteria will result in a numerical score for each proposal. Each criterion has an assigned weight for this RFP which demonstrates its relative importance. Contract award will be made in the best interest of the Kenai Peninsula Borough School District, its schools and its students, to the responsible and responsive, whose products and services are determined to best meet the needs of the District and whose prices are determined to be fair and reasonable. Only the School District is in a position to determine its own best interest.

The evaluation committee will formulate a numerical score for each proposal submitted based on the following criteria:

1. Quality of Proposal. Adequate and complete response to the RFP. (Maximum score = 20)
2. Resources. Demonstrate adequate resources to meet the requirements of the RFP. (Maximum score = 30)
3. Qualifications and Experience. Offeror's experience on projects of a similar scope. (Maximum score = 20)
4. Fee Proposal. Cost of "basic package" as specified in the RFP. (Maximum score = 30)

**Total Maximum Score = 100**

## **FEE PROPOSAL:**

Each proposal shall specify prices on the Fee Proposal Form typed or legibly written in ink for each item called for. In case of discrepancies between unit prices and the sum total specified, unit prices shall govern. If a price is specified in both written words and numbers and there is a discrepancy between the two, the written words shall govern. The proposed fee will be scored based on the total proposed price with the maximum possible points awarded to the lowest total fee proposed. Fee Proposals will be examined to determine if they are consistent with the rest of the proposal and that their calculations are accurate. The offeror is entirely responsible for the accuracy, completeness, and consistency of its Fee Proposal Form.

Proposed fee will be scored using the following formula:

$$\begin{aligned} \text{Lowest Proposal Fee} &= \text{PL} \\ \text{Proposal Fee of proposal being evaluated} &= \text{PE} \\ \text{Points Possible} &= \text{PP} \\ \text{Points Assigned} &= \text{PA} \\ \\ \text{PL} \div \text{PE} \times \text{PP} &= \text{PA} \end{aligned}$$



## **REQUIREMENTS OF PROPOSAL:**

The Kenai Peninsula Borough School District is requesting competitive proposals for the purpose of entering into a contract with a qualified vendor to provide fall school photography services for the 2023-24, 2024-25, 2025-26 school years. It is the intent of the District to enter into a three-(3) year contract beginning July 1, 2023 through June 30, 2026, with the option of two (2), one (1) year contract extensions at the discretion of the District.

The Kenai Peninsula Borough School District consists of forty-two (42) schools, plus the Connections home school program, in various locations throughout the peninsula, with four of the schools accessible only by air or water. School sizes range from enrollments of fifteen (15) students to those with over six hundred (600) students.

### **Minimum criteria for services is as follows:**

1. Provide fall school pictures to every school in the district, including provisions for Connections program students.
2. Provide brochures/flyers, including prices, to each school site at least two (2) weeks prior to the scheduled picture date or each school. Content and price schedule of all brochures/flyers must be approved by the District purchasing department prior to distribution. Flyers to be sent to the purchasing department no later than August 1<sup>st</sup>.
3. Fall pictures (including retakes) must be received by all schools at least three (3) weeks before Winter Vacation, alphabetized by class for distribution.
4. Fall price and package options must be the same for all schools.
5. A local or Alaska contact person will be available to answer questions and/or take care of problems.
6. A commission percentage of twenty percent (20%) will be provided to each school's activity fund.
7. At no charge to the schools, all students and staff will be photographed at the time of fall photographs to provide pictures for yearbooks and/or permanent record files.
8. Picture retakes, at no charge, will be taken in a timely manner at each site following the initial fall picture session, for those who missed the first opportunity or whose pictures are flawed in some way, so that the pictures are available in compliance with item #3.
9. A selection of at least three (3) color backgrounds to be made available for all fall pictures and retakes.
10. A "basic package" consisting of the following items must be available to all students:
  - 1 – 8x10 Portrait Photo
  - 2 – 5x7 Portrait Photos
  - 8 – 2x3 Wallet-size Photos

This "basic package" must be available for purchase as a single package, not contingent upon the purchase of any other items or as part of any other package offered. The proposed price for the "basic package" must remain valid for the duration of the contract.

### **A sample of the "basic package" must be included with your proposal.**

11. Provide staff and student identification cards at no charge.
12. Provide each school with a CD-ROM of pictures for school use, at no charge. Pictures contained on the disc are to be in color, and in a medium to high resolution.

13. Provide each school with a CD-ROM, at no charge, for yearbook use. This CD-ROM must be delivered to the schools within fourteen (14) days after retakes are complete.
14. Provide each Middle and High School with a poster of student pictures (mugs), at no charge, arranged by grade.
15. Provide a discount on the “basic package” price for families with a minimum of three (3) students attending the same school at the same time.
16. Options for the following must be offered to all schools if they so desire. Please indicate which, if any, of the following you will provide at no cost.
  - a. All-school or all-class pictures
  - b. Extracurricular and/or club pictures
  - c. Senior Portrait package
  - d. Family pictures

**PROPOSAL TRANSMITTAL FORM**

**This form must be completed and returned with the offeror's proposal**

BUSINESS NAME: \_\_\_\_\_

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

CITY / STATE / ZIP: \_\_\_\_\_

PHYSICAL BUSINESS ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

CONTACT PERSON FOR THIS SOLICITATION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

ALASKA BUSINESS LICENSE #: \_\_\_\_\_ FEDERAL TAX ID #: \_\_\_\_\_

**CERTIFICATION**

I certify that I am a duly authorized representative of the business listed above and that the information and materials enclosed with this proposal accurately represent the capabilities of the business to provide the services and facilities indicated in compliance with the requirements of the solicitation.

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 90 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items on which prices are offered at the price set opposite each item, within the dates specified in the solicitation.

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

PRINTED NAME: \_\_\_\_\_ PRINTED TITLE: \_\_\_\_\_

**FEE PROPOSAL FORM**

Due: NLT 4:00 P.M Alaska Time  
Date: January 20, 2023

Request for Proposal: #115-23  
Fall School Photography Services

We, the undersigned, hereby submit our fee proposal as listed below to provide Fall School Photography Services pursuant to the above referenced RFP.

“Basic Package” Price (Item #10) \$ \_\_\_\_\_

Discount for Families (Item #15), per each “basic package” \$ \_\_\_\_\_

List any additional charges associated with the requested services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

BUSINESS NAME: \_\_\_\_\_

OFFEROR SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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