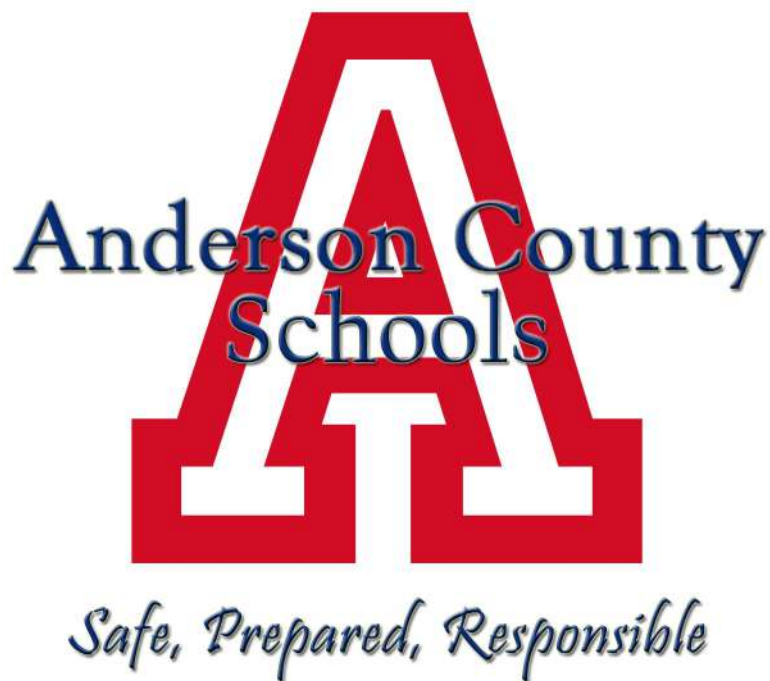


# ANDERSON COUNTY SCHOOL DISTRICT

## YEARBOOK

### BID DOCUMENTS



Prepared by:  
Jana Moulton  
Finance Officer

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**INVITATION TO BID  
THE ANDERSON COUNTY SCHOOL DISTRICT  
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER  
1160 Bypass North  
Lawrenceburg, Kentucky 40342  
502-839-3406  
502/839-2501 (fax #)**

**Yearbook**

The Anderson County School District (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 invitation to bid. Please read all the instructions and specifications carefully. **Failure to comply with these instructions could disqualify your bid.**

Bids shall be mailed or delivered to Jana Moulton, Finance Officer, The Anderson County School District, 1160 Bypass North, Lawrenceburg, Kentucky 40342, in a **sealed envelope marked "YEARBOOK" in the lower left hand corner.**

Copies of this invitation may be obtained from the Finance Officer, at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

**PERIOD OF CONTRACT**

The period of the contract will be from July 1, 2020 through June 30, 2021. If agreed upon by both parties in April of each year, the agreement may be extended annually up to two additional annual renewals. Prices may be negotiated in April of each year, but may not exceed the percentage change of the Consumer Price Index annualized (from monthly percentage changes) as published on the Bureau of Labor Statistics web site. (<http://stats.bls.gov/cpi/home.htm>)

**TIME OF BID OPENING**

Bids will be opened at **1:00 p.m. on Friday, August 28, 2020.** All bids must be received by the time designated in this invitation and none will be considered thereafter. **Failure to have bid in prior to the bid opening will automatically prevent the reading of your bid.**

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time.

**LOCATION OF BID OPENING**

Bids will be opened and read at the Central Office, The Anderson County School District, 1160 Bypass North, Lawrenceburg, Kentucky 40342. You are invited to be present at the bid opening, but are not required to be present.

**BID AWARD:**

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, 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 Board of Education. Bids shall be awarded at the regular board meeting held on September 14, 2020.

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

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF ANDERSON 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 IN 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 ANDERSON COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

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 IN 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 ANDERSON 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 FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

**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 "Invitation to Bid." **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 Finance Officer 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. MODEL PROCUREMENT REGULATIONS**

The Model Procurement Regulations 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 invitation to bid and the Model Procurement Regulations, the 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**

Anderson County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 06/01/83 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 given 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:

1. 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.
2. 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.

3. 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 Finance Officer 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 Finance Officer 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 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 invitation to bid. Samples are to be mailed or delivered to Jana Moulton, Finance Officer, Anderson County Board of Education, 1160 Bypass North, Lawrenceburg, Kentucky 40342.

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 Finance Department will make tabulations and each qualified bidder will be notified of tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the second Monday of each month. Bidders are requested not to call the Finance Office for a tabulation of the bids.

Any bids received after scheduled time of opening will be rejected.

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, altered, or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned may 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.

For any clarification relative to this bid, contact Jana Moulton, Finance Officer, Anderson County Board of Education, 1160 Bypass North, Lawrenceburg, Kentucky 40342. Telephone: (502) 839-3406.

**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 will 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 and correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid is 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 Finance Officer. 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 is 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 indicating 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 invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; 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 invitation to bid.



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 Jana Moulton, Finance Officer.

**T. REQUIREMENTS**

All deliveries must be complete within sixty (60) days from receipt of purchase order and the vendor must furnish invoices as follows:

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

Two (2) copies of invoice (original and one copy) to the Accounts Payable along with a signed delivery receipt as proof of delivery.

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. CRIMINAL HISTORY VERIFICATION**

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Anderson County 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 against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two years from date of check, and no more than two such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

For any clarification relative to this bid, mail, fax, call, or email all questions to:  
 Anderson County Board of Education  
 Attention: Jana Moulton  
 1160 Bypass North  
 Lawrenceburg, Kentucky 40342  
 (502) 839-3406 - Office  
 (502) 839-2501 – Fax  
[Jana.moulton@anderson.kyschools.us](mailto:Jana.moulton@anderson.kyschools.us)

### **AWARDING OF CONTRACT(S)**

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. The Board of Education has the right to reject any and all proposals if it is deemed in its best interest. Bids will be evaluated based on the following criteria:

Price (May be looked at on an individual school or group basis)	40%
Perceived Overall Quality of Service (Maximum 3-page write-up) (Employees (w/training, background), Appointment Availability, etc.	30%
Perceived Quality of Product	20%
References	10%
Total	100%

#### *Price Calculation:*

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

i.e. Bidder A bids \$100.  
 Bidder B bids \$110.

Bidder A receives 40 points.

Bidder B receives points as follows:  $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 40 \text{ points} = 36 \text{ points}$

#### *Perceived Quality of Service:*

From a written service proposal supplied with this bid (three page maximum) a score from 0 - 30 points shall be given. This proposal shall be a service model with objectives including the following: implementation strategy (including timetable), background/qualifications of individuals servicing our account, 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, communication to students/parents about the Pictures, how orders will be placed and tracked, handling of money (Anderson County prefers not to handle/be responsible for any money received from students), delivery of Pictures to school/students, and what technical assistance will be provided.

#### *Quality of Product:*

From sample Pictures provided with your proposal that matches (closely resembles) our specifications a score worth from 0 - 20 points shall be given. **Submitted samples shall be provided in a sealed envelope. All samples shall be unmarked as to not bias the evaluators. Any company names,**

**logos, etc will disqualify the bidder for this portion of the evaluation.** This score is subjective based on the evaluator's perceived overall quality of the product.

*References:*

A list of three existing customer references shall be supplied with your bid. Each of these three references will be contacted and asked "Overall on a scale of 1-10, 1 being the worst and 10 being the best, please rank this company ". The three scores shall be averaged and this average will be the bidders score. If a bidder is greater than 10 points from the lead bidder, this bidder's references shall not be contacted. Note: If a current vendor of the board of education - the board reserves the right to provide the sole score.

**General Bid Requirements:**

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

1. Bidder shall submit the Bid Form(s) included in the bid package. Bidder shall utilize the exact Official Bid Form included in the bid package or bid may not be given consideration. The Official Bid Form shall be signed by an officer or member of the bidding firm who is authorized to legally bind the firm.
2. Bidder shall submit a listing of Kentucky schools for which they have provided similar services in the past three (3) years.
3. Bidder shall submit samples similar to the ones to be received by the students and/or schools (sizes, quality, etc.) for evaluation purposes in each evaluated area including senior pictures, underclass fall and spring pictures, sports pictures, and dance pictures. These samples shall be submitted in a sealed envelope. All samples shall be unmarked as to not bias the evaluators. Any company names, logos, etc will disqualify the bidder for this portion of the evaluation.
4. Bidder shall include on a separate sheet bidder's company letterhead a list of additional services, and the related prices, available to any or all schools included in this bid.
5. Bidder shall include in bid package, evidence of worker's compensation and liability insurance. Acceptable as evidence will be a letter from bidder's insurance carrier stating said insurance is in force, the expiration date, and the amount or limits thereof.

**Successful Bidder Requirements:**

1. The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Anderson County 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 against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two years from date of check, and no more than two such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

2. When applicable, the company awarded the bid must have a representative available for on-site visits if a special need arises or if there is a problem with the product or services.

**INSURANCE:** General Conditions require all contractors working for the Anderson County Public School System to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable is:

- a. Statutory Workmen's Compensation Insurance.
- b. Public Liability not less than \$1,000,000 single limit per occurrence.
- c. Property Damage Liability, including Contractual Liability, with limits of 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 \$500,000.00 single limit per occurrence.

**FIRM PRICES:** Price(s) are to remain firm for the period of the contract.

**Note:** Any specification bid in contrast to that stated herein must be approved by Jana Moulton, Finance Officer at the Anderson County Board of Education prior to the bid opening.

#### **OTHER CONDITIONS**

All blanks and information requested are to be completed on the Bid Forms in order to qualify your bid. The Board of Education reserves the right to make multiple awards to two or more companies if it is in the best interest of the Board of Education. Do not bid any special groupings other than those listed herein.

## **Anderson County High School Annual General Specifications**

Color: Full color

Trim Size: 8 ½ x 11

Anticipated number of copies: **375**

Anticipated number of pages: up to 200, all pages in full color; total amount of pages may be adjusted by advisers due to the pandemic and school needs.

Inside pages paper stock: #1 quality, 80 lb paper stock; pages published glossy

### **Cover: The school will have the following at no additional charge:**

- ☐ Cover is laminated and includes 150 point binders board.
- ☐ Company developed samples from the previous five years
- ☐ School designed silkscreen on the front, back, and spine in any color or color combination
- ☐ School's design to be thermo-screened on the front and back in any one color, thus producing a raised effect without embossing
- ☐ School can use four color process on cover and artwork; complete access to all range of color
- ☐ School has access to all fonts and can use them interchangeably on the cover
- ☐ School receives cover proof within six weeks of submission in actual colors and design at no additional charge
- ☐ School receives 2 hours company art/design in development of cover

### **Binding: The school will have the following at no additional charge:**

- ☐ Books will be tightly Smyth section sewn with pre-stretched nylon binders thread.
- ☐ Each book will be backed with heavy book cloth before cover casing.
- ☐ All copies are to be rounded and backed.

### **End Sheets: The school will have the following at no additional charge:**

- ☐ Basic end sheet stock is to be 65# cover weight smooth finish.
- ☐ End sheet may be in two colors using school design without additional charge.

### **Type: The school will be free to use the following at no additional charge:**

- ☐ Body copy and captions placement may be justified, flush left, or flush right
- ☐ Use of any point size for captions, headline, and body copy
- ☐ Unlimited use of special effects (such as bold face and italics)
- ☐ Folio tabs on all pages from either school design or company stock design
- ☐ Printer follows the instructions submitted by staff for special effects or circumstances

### **Online Publication: The school will have the following at no additional charge:**

- ☐ All needed materials and programs are provided by the company
- ☐ Strong technical support staff available to advisors

### **Deadlines and Related: The school will have the following at no additional charge:**

- ☐ The freedom to submit pages randomly, not in 16 page signatures and not necessarily in facing pages
- ☐ The company representative will provide a full range of deadline expectations that is mutually agreed upon once the publisher has been selected.
- ☐ Grace period on submitting/unsubmitting pages; 48 hour time frame or 2 school days to unsubmit a page
- ☐ Flow and un-flow portrait pictures as many times as needed
- ☐ Ability to move pages around within the program prior to page submission

- ☐ Publishing company assumes responsibility for uploading underclassmen images

**Additional Items: The school will have the following at no additional charge:**

- ☐ Index pages
- ☐ Screened backgrounds that are either school or company designed

**Book Payment and Book Sales: The school will have the following at no additional charge:**

- ☐ One lump sum payment will be provided once the book has been delivered and a meeting with the company representative has occurred (if requested).
- ☐ Publisher will provide materials to assist in book sales campaign.

### Anderson County High School Bid Form

Name of Publishing Company	
Name, address, email address, and phone number of company representative:	
Price per book for additional copies	
Amount refunded per book for fewer copies	
Additional pages in flats, price per flat	
Additional signature, price per signature	
Reduction in flats, reduction price per flat	
Reduction in signature, reduction price per signature	
Art charge per hour	
Additional cost per single page or per double page	
Autograph section addition	
Name stamping on the cover	
Additional items (such as icons) on the cover	
Price per book for 300 copies and total amount of bid for 400 copies	

Total amount of bid \_\_\_\_\_

\_\_\_\_\_

Publishing Company Representative Signature

\_\_\_\_\_

Date

### **Upon Bid Submittal Bidder Shall Provide the Following:**

- Completed Attached Bid Forms
- Perceived Quality of Service Write-Up (3-page maximum)
- Three Work References – including names, addresses, & phone #'s
- Proof of Required Insurance
- Submit **2 sample yearbooks** that are of the same or similar quality/characteristics and that have been published within the last three years. Samples shall be unmarked as to not bias the evaluators. Any company names, logos, etc will disqualify the bidder for this portion of the evaluation.
- Sample books will be submitted to school advisors.
- Signed and dated Conflict of Interest Form



## 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 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 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 in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

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Signature

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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.**