

# NOTICE AND GENERAL INSTRUCTIONS FOR BIDDERS

## INTENTION

It is the intention of the Phoenix Central School District to purchase Photography Services for the Phoenix Central School District.

Bids must be addressed to Phoenix Central Schools, Karl Seckner, Business Official, 116 Volney Street, Phoenix, NY, 13135. Bids must be in a sealed envelope, plainly marked:

### **Photography Services**

## BID INFORMATION

1. All bids must be received by the following date and time, and at the following location:  
Date of opening: July 19, 2021  
Time: 12:00 Noon  
Location: Phoenix Central School District  
Business Office  
116 Volney Street ( Back of Maroun Elementary)  
Phoenix, NY 13135
2. Bid delivery and contact information:  
ATTN: Karl Seckner, Business Official  
Phoenix Central School District  
116 Volney Street  
Phoenix, NY 13135  
(315) 695-1574
3. The District reserves the right to award bids by total, group or individual items.
4. All bids must be submitted on and in accordance with instructions provided herein.
5. Substitutions are not permitted unless otherwise specified in the bid document. Any decision by the District deeming substitutions unqualified are final.
6. Material Safety Data Sheets are required for all chemical products.
7. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
8. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or services required and a representation that the bidder can furnish the supplies, materials, equipment, or services satisfactorily in complete compliance with the specifications.
9. Prices and information required must be legible. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

10. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
11. Bidder must insert the price per unit and the extensions against each item in the bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
12. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
13. All bids must be sealed and submitted either in plain, opaque, envelopes, or in those furnished by the school district. Bid envelopes must be clearly marked "Photography Services". Bids must not be attached to, or enclosed in, packages containing samples. Telephone quotations or amendments will not be accepted.
14. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the bid document.

#### AWARD

15. Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, supplies or services to be furnished, their conformity with the specifications, the purposes for which required, and the terms of the delivery.
16. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part, to waiver technical defects, qualifications, irregularities, and omissions if in its judgment the best interest of the district will be served. Also, reserved is the right to reject bids and to purchase items on State or County contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
17. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums.
18. If two or more bidders submit identical bids as to price, the decision of the District to award a contract to one of such identical bidders shall be final.

#### CONTRACT

19. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of the bid.
20. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The

school district reserves the right to authorize immediate purchase from other sources against rejection on any contract when necessary.

21. A contract may be canceled for non-performance.
22. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
23. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

#### GUARANTEES BY THE SUCCESSFUL BIDDER

24. The successful bidder guarantees:
  - a. Their products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
  - b. That their services will be provided in the time specified.
  - c. That the equipment or furniture delivered is standard, new, latest model or regular stock product or as required by the specifications, also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
  - d. Any merchandise provided under the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacement shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

#### DELIVERY

25. Delivery must be made in accordance with the proposal and specifications. The decision of the school district as to reasonable compliance with delivery terms shall be final.
26. The school district will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair.
27. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
28. The successful bidder shall be responsible for delivery of items in good condition at point of destination. They shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
29. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district.

30. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered:

Purchase Order Number  
Names of Article  
Quantity  
Name of the Successful Bidder

Cartons shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

#### PAYMENTS

31. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
32. Payment will be made only after correct presentation of claim forms and/or invoices as may be required.
33. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the specifications.

#### SAVING CLAUSE

34. The successful bidder shall not be held responsible for any delays caused by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which, by the exercise of reasonable diligence they are unable to prevent.

NON-COLLUSION BIDDING CERTIFICATION (REQIDRED)

By submission of this bid or proposal, the bidder certifies that:

- (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (b) The bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (c) No attempt has been or will be made to induce any other person, " partnership or corporation to submit or not to submit a bid or proposal;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as to the person signing in its behalf;
- (e) That attached hereto (if a corporate bidder is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signed

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RESOLUTION- (FOR CORPORATE BIDDERS ONLY)

Resolved that \_\_\_\_\_ be authorized to sign and submit the bid proposal of this corporation for the following project \_\_\_\_\_ and to include in such bid or proposal the certificate as to non-collusion required by Section one Hundred-three-D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ Corporation at a meeting of its Board of Directors held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ And is still in full force and effect on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Secretary)

(SEAL OF THE CORPORATION)

DO NOT SEPARATE THESE SHEETS

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BOARD OF EDUCATION  
Central School District #1  
Towns of Schroepfel, Palermo,  
Granby, Volney and Hastings  
in Oswego County and Towns. of  
Clay and Lysander in Onondaga County

Popularly known as PHOENIX CENTRAL SCHOOL DISTRICT

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Bid Purpose: Photography Services

In accordance with the provision of Section 103 of the General Municipal Law, an advertisement for bids was published in the "SYRACUSE NEWSPAPERS" on July 6, 2021 and the "OSWEGO COUNTY WEEKLIES" on July 9, 2021. As stated in such notice, bids will be publicly opened and read in the District Office of Phoenix Central Schools, 116 Volney Street, Phoenix, New York, on Monday, July 19, 2021 at 12:00 noon.

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PLEASE COMPLETE THE FOLLOWING INFORMATION:

NAME OF BIDDER

\_\_\_\_\_  
(Company or Individual if Sole Proprietorship)

COMPANY CONTACT

\_\_\_\_\_  
(Officer, Purchasing Agent, etc.)

ADDRESS OF BIDDER

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**TELEPHONE NUMBER** ( ) - \_\_\_\_\_

SIGNATURE OF  
REPRESENTATIVE

\_\_\_\_\_

**PHOTOGRAPHY SERVICES**  
**Bid Specification Sheet**

Package Number	Quantity	Print	Traditional Portrait Price
1	2	8x10	\$
	4	6x9	
	24	2x3	
	8	1x2	
2	1	8x10	\$
	2	6x9	
	12	2x3	
	8	1x2	
3	3	6x9	\$
	3	3x5	
	12	2x3	
	12	1x2	
4	1	10x13	\$
	1	8x10	
	2	5x7	
	2	3x5	
	16	2x3	
5	3	8x10	\$
	16	2x3	
	8	1x2	
6	1	8x10	\$
	2	5x7	
	4	3x5	
7	1	5x7	\$ _____
	2	3x5	
	12	2x3	
	8	1x2	
8	1	3x5	\$
	12	2x3	
	4	1x2	
9	1	8x10	\$
	2	5x7	
10	1	3x5	\$
	4	1x2	
11	1	10x13	\$ _____
12	1	8x10	\$ _____
13	2	5x7	\$ _____

14	4	3x5	\$ _____
15	12	2x3	\$ _____
16	2	3 Inch Button	\$ _____
17	1	8 x 10 Magazine Cover	\$ _____
18	2	3x5 Magnet	\$ _____
19	1	Mouse Pad	\$ _____
20	1 2	8x10B/W 5x7B/W	\$ _____

**Additional Pricing & Package Information**

Please provide maximum percentage price increases for the following years:

2022-23 maximum pricing increase \_\_\_\_\_ %  
 2023-24 maximum pricing increase \_\_\_\_\_ %

Additional cost per package for portrait color (colored background) \$ \_\_\_\_\_

Discount for children in the same household:

1 additional child \_\_\_\_\_ %  
 2 additional children \_\_\_\_\_ %  
 3 additional children \_\_\_\_\_ %  
 4 additional children \_\_\_\_\_ %  
 5 or more additional children \_\_\_\_\_ %

Please provide a commission percentage, if applicable; this commission shall be issued to each building's parent-faculty organization or student council, and is only applicable for regular student picture packages & prom pictures: \_\_\_\_\_ %

Will you provide, at no additional cost, a computer CD (800 x 1000) in a standard format usable by yearbook companies to produce the school's yearbook? Yes No

Will you provide, at no additional cost, a computer CD (800 x 1000 resolution) with all student pictures named using the student identification number assigned by the specific school? Yes No

Will you provide, at no additional cost, photography services for staff pictures (no prints necessary- only for ill/electronic purposes)?, Yes No

Will you provide, at no additional cost, a computer CD with all staff pictures named using a "last name, first name" format iii 800x 1000 resolution? Yes No



Will you provide one print of class photos( 6x9) for all elementary (K- 4) students at no charge? Yes      No

What is the cost for each additional copy of class photos for elementary students? =\$ \_\_\_\_\_

Do you maintain a web site that provides online ordering capabilities? Yes      No

Will you provide, at no additional cost, 1 x 2 or similar size "sticky prints" (4)of student photographs? Yes      No

If unable to provide IDs at no additional cost, please provide pricing per ID card: =\$ \_\_\_\_\_

If chosen as the successful provider, are you available to coordinate dates with each school building for the following activities:

Family Picture Night Yes      No

Buddy Picture Day Yes      No

Kindergarten Graduation Day Yes      No

For Kindergarten Graduation Day, will you provide one 3 x 5 print (with folder display)at no cost? Yes      No

Student Clubs/Organizations Group Photos Yes      No

Prom Activities Yes      No

Other fund-raising groups/organizations Yes      No

Are you able to provide discounts for framing services? Yes      No  
\_\_\_\_\_ %

Is so, please provide a discount percentage for framing services:

Are you available to take student photographs in October with a retake in October? Yes      No

**(Please provide a calendar for the months of September, October & November showing available dates)**

Will you be able to provide 3-4 photographers for staff pictures during the staff orientation day in September? (7:30- noon) Yes      No

Photographer will keep track of students being photographed to reduce the number of students needing retakes

Photographer will identify photos by student name, grade and ID number

Photographer will provide a jpeg file of backdrop to use for pictures we need to take after make-up day

Photographer will have all student photos submitted to school within one week after make-up day

Photographer will submit club photos with a uniform background

**Additional Information**

Please feel free to include any additional services or products you are able to provide. This may include portrait enhancements, touch-ups, etc. If you have a pricing brochure used in other school districts, please feel free to include a sample for reference purposes.