

Hampshire County Board of Education

SUPERINTENDENT OF SCHOOLS

Jeffrey Pancione



BOARD OF EDUCATION

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INVITATION TO BID

BID YEAR: 2023 – 2024

BID NAME: PHOTOGRAPHY

Period: July 1, 2023 – June 30, 2024 with option to renew for two additional years.

Bid Due Date: June 21, 2023 at 4:00pm

Place: Hampshire County Board of Education
Mrs. Denise Hott
Bid for Photography
111 School Street
Romney, WV 26757

Hampshire County Schools will accept sealed bids for class/sports/action/extracurricular pictures for Hampshire High School. Please be sure to complete the purchasing affidavit and agreement addendum and return them with your proposal. If your company does not wish to bid, please return the "No Bid" reply form. Return any documents to the address above by date due.

In compliance with the terms and conditions, unless otherwise noted, the undersigned offers and agrees if the bid is accepted, to perform services upon which prices are quoted at the price set within the time specified. HCBOE will review bids for student body and extracurricular photos. It is possible two vendors could be selected, one for student body and one for extracurricular.

The Hampshire County Board of Education reserves the right to reject any and all bids, waive informalities and make decisions deemed to be in the best interest of Hampshire County Schools.

BID SPECIFICATIONS:

1. The photographer will work closely with the Principal, and/or the Principal's designee in securing class/sports/action/extracurricular photos for resale.
2. Include commission percentage HHS would receive from photo servicing
3. State amount of turnaround time in processing underclassmen photos
4. Provide any services you would offer that might be unique
5. Include pricing per picture and package. Preference will be given to pricing with no sitting fee in an effort to include all students in yearbook.

For questions contact Denise Hott at 304 822-3528 x133

PHOTOGRAPHY BID SHEET

STUDENT BODY PHOTOGRAPHY

- 1. Annual Underclassman Portraits
- 2. Senior Portraits
- 3. Name Badges with Bar Code
- 4. Disc with photos for WVEIS Profile
- 5. Graduating Class Picture for Display at School

EXTRACURRICULAR PHOTOGRAPHY

- 1. Team individual and Group per Sport
- 2. Game/Action Photographs
- 3. Club Activities (FFA, DECA, HOSA, Etc.)
- 4. Music and Drama Performances
- 5. Homecoming and Prom Pictures

It is possible two vendors could be selected, one for student body and one for extracurricular.

Please be sure to complete the attached Purchasing Affidavit (W.Va. Code 5a-3-10a) and the Agreement Addendum.

Vendor Name:	
Address:	
Telephone:	
Email Address	
Print Name & Title	
Authorized Signature:	
Date:	

PLEASE ADDRESS BIDS TO:

**Hampshire County Board of Education
 Mrs. Denise Hott
 Attention: Photography Bids
 111 School Street
 Romney, WV 26757**

HAMPSHIRE COUNTY BOARD OF EDUCATION
111 SCHOOL STREET
ROMNEY, WV 26757

NO BID REPLY FORM

BID YEAR: 2022-2023

BID TITLE: **Photography Bid**

To assist us in obtaining good competition on our bid proposals, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) and return the form to the above address. This information will not preclude receipt of future invitations unless you request removal from bidders list by so designating below, or do not return this form or bonafide bid.

Unfortunately, we must offer a "NO BID" at this time because:

1. We do not wish to participate in the bid process. _____
2. We do not wish to bid under the terms and conditions of request for bid document. _____
3. OTHER _____

Vendor Name

Print Name and Title

Authorized Signature

WE WISH TO REMAIN ON THE BIDDERS LIST _____

WE WISH TO BE REMOVED FROM THE BIDDERS LIST _____

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: Hampshire County Board of Ed.

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____