



Poplarville School District | Finance Department

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April 8, 2024

Dear Business Official:

Sealed bid proposals for 2024-2025 Photography Services (Individual Student Portrait Packets) and/or Yearbook Publications will be received in the Office of the Superintendent of Education of the Poplarville School District located at 302 South Julia Street, Poplarville, Mississippi 39470 up to and not later than 11:00 a.m. on Thursday, May 6, 2024. All acceptable bids will be publicly opened and read in the Board Room located in the Poplarville School District Office of the Superintendent of Education. **Bids must be marked "Bid on Photography Services/Yearbooks May 6, 2024" on the exterior of the sealed envelope.** A separate pricing sheet is attached for Photography Services. Yearbook proposals are to be presented in Request for Proposal format. Bidders may bid on one or both proposals. The Board of Trustees reserves the right to reject any and/or all bids submitted and to return any and/or all merchandise deemed inferior in quality or quantity from that specified. The Board also reserves the right to extend the bid/contract each year for a period of two years beyond the original contract period (36 months total). **Bid prices must be firm July 1, 2024 through June 30, 2027, and cannot be withdrawn during that period.** Successful bidders will maintain prices quoted until all orders are completed. The Poplarville School District does not discriminate on the basis of Sex, Race, Religion, Color, National Origin, Age or Handicap.

Sincerely,

Jonathan Will
Superintendent

Board of Trustees
Poplarville School District

Having examined the specifications outlined for the items described on the attached pages, my firm agrees that if my proposal is accepted by the School Board, my firm will accept orders at the prices quoted, and these prices will remain in effect until all the orders are complete. Prices quoted are on items as specified or of equal quality unless so indicated. Bid prices are to be net, including all discounts, and are to be based on delivery F.O.B. to the school district, Poplarville, Mississippi, as shall be directed on the purchase order. I understand that I may be required to remove items delivered to the school district at my cost and refund the cost of said items if they do not meet specifications.

Authorized Signature & Date

Name of Firm

Name (typed or printed) & Title

Address (Street or P.O. Box)

Phone Number

City, State, Zip

Fax Number

Email Address



2024-2025 PHOTOGRAPHY SERVICES
Individual Student Portrait Packages Specifications

The Poplarville School District, hereinafter referred to as the "District", solicits interested firms to submit bids for providing Individual Student Portrait Packages. It is the District's intent to award contracts to a multiple of firms from whom all the Poplarville Schools can purchase these services. It shall be the individual school's sole decision as to which firm will produce their individual student portrait packages on a per year basis.

Individual schools shall not be obligated to sign sales agreements with prospective firms for more than one year at a time. It shall be the sole decision of the school to renew with the same firm for consecutive terms during the life of this contract. Furthermore, it shall be the sole decision of the school to change firms from one year to the next, dependent upon satisfactory performance of the contractor and/or the needs of the school.

- 1. Sales tax is included in all prices. ___ Yes ___ No
2. All promotional materials will be furnished. ___ Yes ___ No
3. Faculty members receive a complimentary package. ___ Yes ___ No
If yes, what does the package include?
4. Students will pay when photographs are taken with a guarantee of refund or retake, if necessary. ___ Yes ___ No
5. Yearbook or record prints of everyone photographed furnished at no charge (see Requirements). ___ Yes ___ No
6. Specialty items, such as package add-ons and color gels, are included in commission. ___ Yes ___ No
7. Finished packages will be delivered in ___ weeks. ___ Yes ___ No
8. High school student identification cards will be \$ ___ each. ___ Yes ___ No
9. Individual school commission percentage will be ___%. ___ Yes ___ No

REQUIREMENTS

- 1. Individual pictures of students shall be taken in each school with a definite system for identification of pictures. A list of all student collections for each school location must be maintained including the student's name, grade, teacher's name and the amount collected per student.
2. For students not purchasing a package of pictures, an annual and/or record print must be furnished, as well as identified with student's name, teacher's name, and grade for all students.
3. The pictures packages are to be delivered to each school, grouped according to teacher and/or homeroom. Each packet will be identified with the student's name clearly marked on the front of the packet.
4. Each finished picture packet is required to have a reorder form and a quality guarantee form that instructs the parents on how to place a reorder for portraits and also how to resolve any problem they may have with their picture packet, without having to contact the school. This form can be printed on the back of the picture envelope or it can be printed on a separate form and inserted into the picture packet. Please enclose a sample of this form with your quote for review. Also include a sample picture packet for quality review.
5. An administrative photo CD of each student photographed containing digital photo files capable of being imported into the school's student database shall be furnished for each school. In addition, a yearbook photo CD of all students and staff is required for all Poplarville Schools that will correlate with the yearbook publishing company.



2024-2025 PHOTOGRAPHY SERVICES
Individual Student Portrait Packages Bid Specifications

PACKAGE NAME	PACKAGE CONTENTS	PROPOSED PRICE
PACKAGE F	MINIMUM 1 – 5X7 PORTRAIT 2 – 3X5 PORTRAITS	\$
PACKAGE E	MINIMUM 1 – 5X7 PORTRAIT 2 – 3X5 PORTRAITS 8 – STANDARD WALLETS	\$
PACKAGE D	MINIMUM 2 – 5X7 PORTRAITS 2 – 3X5 PORTRAITS 8 – STANDARD WALLETS	\$
PACKAGE C	MINIMUM 1 – 8X10 PORTRAIT 2 – 5X7 PORTRAITS 16 – STANDARD WALLETS	\$
PACKAGE B	MINIMUM 1 – 8X10 PORTRAIT 2 – 5X7 PORTRAITS 2 – 3X5 PORTRAITS 16 – STANDARD WALLETS	\$
PACKAGE A	MINIMUM 2 – 8X10 PORTRAITS 2 – 5X7 PORTRAITS 4 – 3X5 PORTRAITS 24 – MEDIUM WALLETS	\$

Please submit a proposal of extra services and/or packets that your firm would be willing to provide to the schools during the year. These services can be provided at extra-curricular events held within the school year, including but not limited to senior photography, football, baseball, softball, soccer, basketball, track, tennis, golf, cheerleaders, band, dance, graduation, homecoming court, who’s who, and various other programs.

Signature _____

Firm _____



**2024-2025 PHOTOGRAPHY SERVICES
Yearbook Publications Request for Proposal**

The Poplarville School District, hereinafter referred to as District, solicits interested firms to submit proposals for providing Yearbooks. It is the District's intent to award contracts to multiple firms from whom all Poplarville Schools can purchase yearbooks. It shall be the individual school's sole decision as to which firm will produce their yearbooks on a per year basis.

Offerors are to submit written proposals which present the offerors' qualifications and understanding of the work to be performed. The offerors' proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

Individual schools shall not be obligated to sign sales agreements with prospective firms for more than one year at a time. It shall be the sole decision of the school to renew with the same firm for consecutive terms during the life of this contract. Furthermore, it shall be the sole decision of the school to change firms from one year to the next, dependent upon satisfactory performance of the contractor and/or the needs of the school.

1. SCOPE OF SERVICES

1.1. The firm shall provide experienced representatives who will work on a regular basis with the school yearbook personnel in order to supply workshops, training sessions, and to answer any questions regarding production or financial matters pertaining to the individual services required.

1.2. The firm shall replace all defective products without cost to the school, including shipping costs.

1.3. The firm must be able to schedule in-school and in-plant consultation whenever deemed necessary by the school. School staff reserves the right to review press runs of their full color, or consultation with in-plant personnel for specifications, etc.

1.4. Proposals to be submitted must reflect your firms' ability to produce a school yearbook for elementary, middle, and high school levels. Due to the diversity in the specifications required for books produced for the different schools, firms must address and fully explain all options and alternatives for all phases of production. Options must include but are not limited to trim sizes, paper stocks, binding, covers, end sheets, type styles and sizes, photography, proofs, graphics, design assistance, use of color, etc., with price ranges for all processes and options available.

1.5. Firms must also address available means of shipping with estimated charges.

1.6. Firms shall include a complete list of all features and services which would be available to all Poplarville Schools including all discount incentives.

2. TERMS AND CONDITIONS

2.1. Individual contracts resulting from the award of this RFP between the school and the firm imposes absolutely no obligation on the Poplarville School District's Board of Trustees to fund the contract in any way.

2.2. The amount due to the firm under each individual contract shall at no time exceed the aggregate per unit amount to be received by the firm based on orders taken and funds collected.

2.3. The school(s) shall not be obligated to purchase or pay for materials covered by such contract until they are ordered and delivered.

2.4. Quantities may be increased or decreased as required.

2.5. The school administration reserves the right to cancel any order or portion thereof, without recourse, if not received as specified.

2.6. Firms must include a copy of their standard sales agreement which would be required for each school's yearbook, if applicable.



2.7. Once individual agreements for services and products to be provided have been agreed upon between the firm and the school, no changes, including costs, shall be made without written approval by the District's Purchasing Agent.

3. SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

3.1. EVALUATION CRITERIA

3.1.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the District's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- Scope of services to be provided by the firm.
- Firms' demonstrated ability to alter specification to meet the needs of individual schools.
- Qualifications and resume(s) of representative(s) to be assigned to the District.
- General experience of the firm including number of years operating as a firm.
- Price ranges of available options.

3.2. SELECTION PROCEDURE

3.2.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Price shall be considered, but need not be the sole determining factor. Should the District determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

3.3. REFERENCES

3.3.1 All offerors shall include a list of a minimum of five references, from similar projects only, who could attest to the firms' knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.

3.3.2 References may or may not be reviewed or contacted at the discretion of the District. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The District reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

3.4. BASIS FOR AWARD

3.4.1 Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the District, shall be utilized in the final award.

3.5. NO CONTACT POLICY

3.5.1 After the date and time established for receipt of proposals by the District, any contact initiated by any offeror with any District representative, other than the Purchasing Agent listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

3.6. FURTHER INFORMATION

3.6.1 Questions concerning this Request for Proposal may be directed to <https://bit.ly/PSD-Photography-Yearbook> or contact Lori Dearman, Purchasing Agent for the Poplarville School District by email at ldearman@poplarvilleschools.org or at (601) 795-8477, Ext. 1005, 302 South Julia Street, Poplarville, MS 39470.



**Yearbook Publications Request for Proposal
Signature Sheet**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the Yearbook Publications Request for Proposal.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes and can result in fines, prison sentences, and civil damage awards.

My signatures also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Poplarville School District, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Poplarville School District, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Poplarville School District.

To receive consideration for award, this signature sheet must be returned to the Purchasing Agent as it shall be a part of your response.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature: _____

Printed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: () _____ **Fax:** () _____

Email: _____



**INSTRUCTIONS TO VENDORS – PART A
BID PROPOSAL**

**For purposes of clarity, the terms contractor, vendor and seller shall be synonymous.
The terms Poplarville School District, District and owner shall be synonymous.
The terms bid and proposal shall be synonymous.**

1. Contract Documents.

1.1. The District's expectations with respect to the performance by each vendor and by each seller in connection with the District's purchase are set forth in the Instructions to Vendors. Vendors who fail to examine and comply with the bid documents do so at their own risk.

2. Preparation of Proposal.

2.1. Any explanation desired by a vendor regarding the meaning or interpretation of any portion of these documents must be requested in writing and directed to the Office of the Superintendent, Purchasing Agent, in sufficient time for reply to reach vendors before the submission of their proposals. Oral explanations or instructions given before the opening of the proposals will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as a proposal addendum, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor. Any proposal addendums may be located at <http://tinyurl.com/qcmbmyg>.

3. Information Required.

3.1. Each vendor shall furnish the information required by these documents. The vendor shall sign the proposal, all addenda, and the cost proposal sheet. The person signing the bid must initial erasures or other changes. Bid signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been furnished previously to the Office of the Superintendent, Purchasing Agent.

3.2. Proposals must be firm. If the vendor believes it necessary to base his/her price on price adjustment, such proposal may be considered, but only as an alternate.

3.3. The district is not required to pay Federal Excise Taxes and Mississippi and local retail sales and use taxes. Tax exemption certificates will be provided upon request.

3.4. Proposals submitted on other than district forms or with different terms or provisions may be considered as non-responsive bids.

3.5. The District expects that all proposals will remain valid until ninety (90) days after the bid opening or until contracts are signed and operational, whichever comes first. If a vendor indicates in the bid that he/she may withdraw the proposal in less than 90 days, this factor will be considered in awarding a contract.

3.6. Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the bid or its components, and the minimum insurance requirements are in place, including but not limited to \$1,000,000 commercial general liability and workers compensation insurance.

3.7. Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "states verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.



Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to (3) years, with notice of such cancellation/termination being made public, or (b) loss of any license, permit, certification or other document granted to Vendor/Seller by any agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4. Submission Format of Proposals.

4.1. Sealed proposals should be returned in an envelope marked “Bid on Photography Services/Yearbook May 6, 2024”. Address to: Poplarville School District, Office of the Superintendent, 302 South Julia Street, Poplarville, Mississippi 39470.

4.2. Sealed proposals may be delivered (in person) to the Office of the Superintendent of Education, Poplarville School District, 302 South Julia Street, Poplarville, Mississippi 39470.

4.3. Bids must be returned in sufficient time to be received and stamped at the location specified on or before the opening date and time. Bids presented after the time and date, of the beginning of the opening process, will not be accepted.

4.4. All acceptable bids will be publicly opened and read in the Board Room of the Office of the Superintendent, Poplarville School District, unless otherwise indicated on the announcement page of the proposal.

4.5. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the articles of goods or services.

5. Modification or Withdrawal of Bids.

5.1. Proposals may be modified or withdrawn by written notice received by the Office of the Superintendent, Purchasing Agent, prior to the exact hour and date specified for receipt of Bids. All modifications must be presented in a sealed envelope. A Proposal may also be modified or withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the modification or withdrawal, but only if the modification or withdrawal is made prior to the exact hour set for the receipt of proposals.

6. Evaluation Factors.

“Most Advantageous Proposal”. The District will award contracts to the vendor(s) who submit the “lowest and best value proposal” to the District. Evaluation of proposals shall be based on what is the best overall solution for the Poplarville School District (District).

6.1. After awarding of proposals, the District reserves the right to negotiate the “lowest and best value proposal”, if in the District’s sole discretion negotiation is appropriate under the circumstances and in the best interest of the District. It expressly reserves the right to request the “best and final” proposal from the “lowest and best value proposal” vendor(s) after the opening of the bids.

6.2. In all events, the District reserves the right to re-bid.

6.3. The District expressly reserves the right to waive minor deviations from the specification when it is determined that total cost to the District of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming bid. In conjunction, the District also reserves the right to:

6.3.1. Waive any defect, irregularity or informality in any proposal procedures.

6.3.2. Reject any and/or all bids.

6.3.3. Award the entire bid to one vendor.

6.3.4. Award the bid (or portions) to more than one vendor.



- 6.3.5. Award the bid under the most beneficial terms for the District.
- 6.3.6. Extend the opening time and date.
- 6.3.7. Procure any item of the bid by other means approved by the State and the District's regulations.

INSTRUCTIONS TO VENDORS – PART B
STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For purposes of clarity, the terms contractor, vendor and seller shall be synonymous.
The terms Poplarville School District, District, and owner shall be synonymous.
The terms bid and proposal shall be synonymous.

Standard Terms

1. Purchases:

Every purchase by the Poplarville School District (“District”) of goods, services, or both shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheet(s).

2. Gratuities:

The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a bid or securing favorable treatment with determinations with respect to the performance of such bid. In the event this bid is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller.

Prohibition against personal interest in bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's bid. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this bid.

3. Special Tools and Test Equipment:

If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

4. Warranty and Price:

The price to be paid by the District shall be contained in the Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this bid upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the bid proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this bid without liability and to deduct from the bid price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. Warranty Products:

Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this bid void at the option of the District. Seller warrants that the goods and/or services furnished will conform to the specification, drawings and descriptions contained in the bid documents and to the sample(s) furnished by Seller, if any.

6. Safety Warranty:

Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the products and/or services do not conform to OSHA standards, District may discontinue the use of products and/or services at the Sellers expense.

7. No Warranty by District against Infringements:



As part of this bid for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods and/or services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods and/or services in accordance with the specifications will result in infringement or the like, this bid shall be null and void.

The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access and/or passwords and training to maintain the equipment to continue to operate the systems.

8. Commitment of Current Revenue:

The bid is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the bid and the continuing right to terminate. This bid is a commitment of the District's current revenues only.

9. Advertising:

Seller shall not advertise or publish, without the District's prior consent, the fact that District has entered into this bid, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. Right to Assurance:

Whenever one party to this bid in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the bid.

11. Independent Contractor:

Seller shall perform the services and/or provide goods required by the bid document as an independent contractor and shall furnish such services and/or goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of the Seller be considered as an employee of the District.

12. Hold Harmless:

Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnities") against any and all liability, damage, loss, (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the bid and its awarded products and/or services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation:

No right or interest in this bid shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No bid or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this bid by Seller is of the essence of the bid and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver:

No claim or right arising out of a breach of this bid can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications:

The signed bid can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications:



Any and all variances from the items specified must be submitted in writing to the Office of the Superintendent, Purchasing Agent, in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors:

Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law:

This bid shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this bid together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Pearl River, Mississippi and the City of Poplarville, Mississippi and the policies and procedures of the Poplarville School District.

19. Interpretation Evidence:

The bid documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. Venue:

Both parties agree that venue for any litigation arising from this bid shall lie in Pearl River County, Mississippi.

21. Payments:

No partial payments will be given for services and/or products until the job and/or order is complete.



BID/RFP Title: Photography Services and/or Yearbook Publications
(From Invitation for Bid page)

By signing below I certify that:

- No federal or state suspension or debarment is in place.
- No criminal history of the firm/vendor or its employees exists.
- There is no collusion involved in presenting the bid or its components.
- The minimum insurance requirements are in place.

Signature: My signature certifies that as agent for:

Name of Firm/Company

I have read and will abide by each portion of the bid component “Instructions to Vendors” for the Poplarville School District.

Signature

Date