KENNEBEC VALLEY
COMMUNITY COLLEGE
YOUR BRIDGE TO A BRIGHTER FUTURE

Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Competitive Bid
Request for Proposal
This is Not an Order

Commencement Photographer Services

Date:	**November 5, 2026**
Site Walk-thru:	**Not Applicable**
Proposal Due On:	**December 3, 2026**
Return Proposal To:	**Jody Leary, Executive Assistant to the President** **Kennebec Valley Community College** **92 Western Avenue** **Fairfield, Maine 04937**
Telephone:	**(207)-453-5129**
Email:	**jleary@mainecc.edu**

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Commencement Photographer Services

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting to procure a professional photographer(s) to provide services at Commencement located at the Augusta Civic Center in Augusta, Maine.

A detailed explanation of the scope and specifications is contained in **Section 6.0, Scope of Services**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 8.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

2.0 Background

Kennebec Valley Community College is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine is reached by taking Exit 132 off Interstate 95. The 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine.

3.0 Schedule / Modifications

Description	Day/Date	Time
RFP Issued	November 5, 2026	
Site Walkthrough	Not Applicable	Not Applicable
Proposals Due On	December 3, 2026	3:00 P.M. ET
Award Decision & Notification	December 17, 2026	

4.0 Examination of Specifications and Schedule

Each bidder or authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part

or in whole.

5.0 Submission of Bids

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be received no later than December 3, 2026, by 3:00 P.M. (ET)**.

All proposals are to be marked "Commencement Photographer Services" and mailed to:

Jody Leary
Executive Assistant to the President
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Proposals may also be e-mailed to: jleary@mainecc.edu, with the subject line "Commencement Photographer Services."

6.0 Scope of Services

The Scope of Services set forth in this Request for Proposal (RFP) represents an outline of the services the College anticipates the successful proposer to perform and is presented for the primary purpose of allowing the College to compare proposals. The precise scope of services shall be negotiated between the College and the successful Proposer.

6.1 Scope

Supply and delivery of photography services for three (3) years (2027-2029) with up to two (2) one-year extensions (2030, 2031) to set up in the main auditorium where the commencement ceremony takes place.

A. At least two (2) photographs of each graduate
   a. The graduate receiving a diploma from the President on center stage
   b. The graduate just prior to exiting the stage or as they reach the floor at the bottom of the steps

B. Candid photos of graduates, guests, and platform party to be taken in the auditorium prior to and following the ceremony in the auditorium

6.2 Specifications

The following specifications are minimum acceptable requirements. Any specific reference to manufacturer(s) and/or catalog/model/stock numbers provided is to establish the design, type of construction, quality, functional capability and performance level desired. The bidder may offer an alternate product believed to be an equal. Any alternate product(s) bid must be clearly identified by manufacturer and catalog, model or stock number. Adequate detailed specifications of the product offered must be included with your bid to establish equivalency and to ensure that the product being bid meets all specifications:

a. Educational requirements: A bachelor's degree in visual arts, majoring in photography, or specialized training in photography in high school, college, specialized training school, or extensive on-the-job training under the supervision of a photographer
b. Necessary skills: These will include quality experience and professionalism with the College staff

and volunteers at the Commencement ceremony, with the platform party and the graduates. Customer service leading up to and following Commencement. Responsiveness to graduates, families, and all customers trying to purchase photographs.

c. Details: The successful proposer must be available from 5 p.m. until the end of the KVCC Commencement ceremony (approximately 3 to 4 hours) scheduled for Saturday, May 8, 2027, at the Augusta Civic Center. Subsequent Commencement ceremony dates will be provided by January 1st of each year.
d. The successful proposer will provide package price options and order forms via postal mail and email by no later than May 1, 2027, to the potential graduates, as well as to the College.
e. The successful proposer will provide graduates, families, and friends an opportunity to purchase photos of various sizes and packages online or by order form.
f. The successful proposer will provide the College with 95-125 candid photos from the graduate gathering room and auditorium, and photos from the commencement ceremony in the auditorium within 7-10 business days after the ceremony.
g. The successful proposer will process orders in a timely manner; orders must be filled within one month.

7.0 Contractor's Insurance

The Contractor shall maintain throughout the term of the agreement general liability insurance to insure against all claims of bodily injury or death, and property damage, arising out of work performed under this agreement. Such insurance shall provide coverage in an amount not less than $1,000,000 per occurrence and shall list KVCC as an added insured Contractor shall also maintain worker's compensation insurance in amounts required by state law.

8.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Brianne Pushor, Dean of Finance and Administration
Commencement Photographer Services
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

or via email at bpushor@mainecc.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

9.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

1. Evaluation Method

a. Technical ability to meet the outlined specifications
b. Specification match and variations
c. Added value features of proposal
d. Past performance and references
e. Cost of base proposal
f. Rates for additional labor and equipment
g. Price of additional services

10.0 Preparation of Bids

KVCC seeks the proposal that meets the specifications noted in this RFP. KVCC will review all proposals. The bidder shall include with the proposal any terms and conditions specific to their proposal.

Each valid proposal shall include:

- The contractor's name(s)
- Contact information (Address, phone, Fax, Email)
- Company quote with detailed specifications and pricing
- Company specific terms and conditions

11.0 Withdrawal of Bids

All proposals must be valid for at least thirty (30) days after the proposal due date, after which time proposals shall expire unless the proposer had been notified and agrees to an extension.

KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facility and training programs.

12.0 Taxation and Compliance

Maine Community College System d/b/a Kennebec Valley Community College is an educational institution organized under the laws of the State of Maine and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

13.0 Prohibited Terms and Conditions

NOTICE TO VENDORS AND BIDDERS:

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, <u>YOUR ENTITY UNDERSTANDS AND AGREES THAT</u>:

Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity;

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;

2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary; and

3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply.

Signature: _____ Date: _____