

**TWIN VALLEY SCHOOL DISTRICT**

**ADMINISTRATION OFFICES**

4851 N. Twin Valley Road, Elverson, PA 19520

REQUEST FOR PROPOSALS

FOR

**TWIN VALLEY HIGH SCHOOL**

**YEARBOOKS (CLASSES OF 2021 - 2025)**

BY

TWIN VALLEY SCHOOL DISTRICT

PROPOSAL TO BE SUBMITTED

TO

TWIN VALLEY SCHOOL DISTRICT

ADMINISTRATION OFFICES

4851 N. TWIN VALLEY ROAD

ELVERSON, PA 19520

**DUE: 2:00 PM, Thursday, April 9, 2020**

**Complete if purchase order should be sent to a  
different address**

BIDDER'S NAME \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL \_\_\_\_\_

EMAIL \_\_\_\_\_

CELL NUMBER \_\_\_\_\_

CELL NUMBER \_\_\_\_\_

Section I

INVITATION TO SUBMIT PROPOSALS

TO: Prospective Bidders

The Twin Valley School District hereby invites offers for the publication of the aforementioned yearbooks.

**SUBMISSION OF REQUEST FOR PROPOSALS:** Sealed proposals will be received in the Administration Offices of the Twin Valley School District, 4851 N. Twin Valley Road, Elverson, PA 19520. Proposal should be submitted in sealed envelope plainly identifying the proposal (RFP Title), and will be received up to **2:00 P.M., prevailing time, Thursday, April 9, 2020**. Proposals will not be publicly opened.

All RFP's should be submitted on the form furnished by the School District and attached hereto. It is agreed that the School District shall be permitted a maximum of sixty (60) working days from the date of opening of this proposal for issuing an Acceptance Agreement, which agreement shall constitute a contract between the Twin Valley School District and the bidder, and that no proposal may be withdrawn prior to that time. All proposals will be offers to supply the goods and/or services set forth in the specifications attached hereto and made a part of hereof.

The award of this proposal is contingent upon sufficient funding being approved by the school board for each year of this proposal.

**DELIVERY:** It is understood that the bidder agrees to deliver all items on which proposals are accepted to any designated building of the School District or in the quantity ordered by the Secretary of the Board in one shipment as far as possible. An itemized packing slip must be included with each shipment.

**CONTRACT PERIOD:** The contract will be for the period beginning 7/1/2020 and ending 6/30/2025.

**CONTRACT:** Submission of a proposal pursuant to this invitation constitutes an offer by the bidder to enter into a contract for the supply of the goods and/or services set forth herein and in the specifications attached hereto. The Board of School Directors will accept the offer of the successful bidder as soon after opening as the proposals are tabulated and a report made to the Board. The contract will consist of the following documents:

1. This invitation to submit proposals and the specifications attached hereto.
2. The proposal submitted by the successful bidder.
3. The letter of acceptance from the Board of School Directors to the successful Bidder and a document of acceptance and agreement attached thereto.

All proposals submitted must be signed by the bidder or by a duly authorized agent or officer of the person, firm or corporation making the proposal.

**Twin Valley School District, 4851 N. Twin Valley Road, Elverson, PA 19520**

## Section I (Continued)

**PROPOSAL GUARANTEE:** A proposal guarantee, either certified check or bid bond in favor of the Twin Valley School District, in the amount of \$250.00, **MUST** accompany each proposal. This check or bond will be forfeited if a bidder shall fail to enter into a contract, signing such documents as may be required therefore, within ten (10) days after acceptance of proposal. The proposal guarantee will be kept by the school district until the end of the contract period. The proposal guarantee of the successful bidder will be held until completion of the contract unless approval is given by the Board to substitute a surety bond in lieu of the proposal guarantee.

**PAYMENTS/TAX:** Twin Valley High School plans to purchase the yearbooks and then re-sell them to the Students. Therefore, all applicable taxes must be added and itemized on your invoice.

**AWARD:** The Board of School Directors shall accept the proposal of the lowest responsible proposal, kind, quality and material being equal, but reserves the right to reject any and all proposals or select a single item from any proposal. The right is further reserved to waive errors or technical defect in the proposal or proposal forms submitted and to award the contract in accordance with the best interests of the School District. The Board may require submission of proof of responsibility. It is agreed that the School District is free to accept the best proposal in its interest and not necessarily the lowest proposal; also, that the School District reserves the right to reject any or all proposals, or to waive technical defects and/or irregularities, and increase or decrease quantities, if, in its judgment, the best interest of the School District will thus be served.

The School District shall be the sole judge in making a determination as to the evaluation and award of the lowest responsible bidder. The most responsive and responsible proposal will be based on, but not limited to the following factors: price, professional experience of the company, qualifications of staff, reliability, references, past performance, prompt response time, clear and itemized invoicing, understanding of service and products to be provided, clarity of proposals, strong satisfactory work references, location of your business, delivery time, current licenses and certifications, financial stability and Dun & Bradstreet evaluations.

**SPECIFICATIONS:** Specifications are attached to this invitation. In case of any variance between the terms hereof and the specifications, the specifications shall control. This is a Request for Proposal (RFP) and not a competitive bid. The use of the terms "bid", "bidding" or "bidder" herein shall not operate to require the District to award a contract to the lowest responsible and responsive respondent. To the contrary, the District retains the right to negotiate the price and other terms of the RFP with the respondent identified and chosen by the District.

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Section II

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**GENERAL INSTRUCTIONS AND CONDITIONS**

1. **ACCEPTANCE AND/OR REJECTION:** It is agreed that only those proposals received by the School District prior to the date and time stated in the "Invitation to Submit Proposals" of this proposal shall be considered by the School District.
2. **AWARDING OF CONTRACTS:** It is agreed that the School District is free to accept the best proposal in its interest and not necessarily the lowest proposal; also, that the School District reserves the right to reject any or all proposals, or any part of a proposal, or to waive technical defects and increase or decrease quantities, if, in its judgment, the best interest of the School District will thus be served. (See "Invitation to Submit Proposals")
3. **UNLESS QUALIFIED BY THE PROVISION "NO SUBSTITUTE",** such articles as are described by reference to a catalog trade name and/or number or by means of limited description, it shall be understood that such description is intended for the purpose of indicating the acceptable minimum standard of quality only and that the provision "OR APPROVED EQUAL", if not inserted therewith shall be implied and in no way shall the submission of proposals be limited to the particular article so described. Any other article, substantially similar to, meeting the minimum standards of, and performing as effectively the duties imposed by the general design of the article as described, will be considered as "equal", and proposals so submitted will be given equal consideration. The bidder shall insert in the proposal the name of the manufacturer, the trade name and/or catalog number of the article proposed to be furnished as "equal"; otherwise, it will be assumed that the bidder proposes to furnish the exact article as described.

It is further agreed that in all cases final determination as to whether a particular proposal item meets that condition of the specification as "approved equal" shall rest with the Twin Valley School District.

It is agreed that the School District shall be permitted a maximum of sixty (60) working days from the date of opening of this proposal for issuing an Acceptance-Agreement, which agreement shall constitute a contract between the Twin Valley School District and the bidder, and that no proposals may be withdrawn prior to that time. These ninety days is not to be confused with the term of the life of the contract. The School District will do everything in its power to expedite the award of this proposal.

All articles ordered or contracts awarded on this proposal must be furnished and delivered promptly and must be in accordance with the requirements of the specifications and conditions of the Proposal-Contract. The School District shall have full power and authority to reject any and all articles furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specifications; and the decision of the School District shall be final, conclusive and without exception or appeal. All articles so rejected shall be promptly removed from the School District premises at no cost to the School District.

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Section II

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4. **DELIVERIES:** Successful bidders agree to deliver F.O.B. Destination to any or all of the following location(s), whichever the case may be:

Twin Valley High School 4851 N. Twin Valley Road, Elverson, PA 19520  
(610) 286-8600

For detailed directions to this location, please go to: <http://www.tvsd.org>

Delivery must include inside front door delivery. The awarded vendor is responsible for delivery of items inside the front door of each building.

Successful bidders agree to repair any damage to the School building or premises thereof caused in this proposal, and further agree to remove any or all dirt or debris resulting from such delivery.

5. **FAILURE TO PERFORM CONTRACT:** In the event that any Contractor shall fail to fully comply with the terms of the contract; such contract shall be awarded to the next lowest responsible bidder, subject to the conditions of paragraphs 1 and 2 above.
6. **FIRM PRICE:** Proposal prices submitted as a part of this proposal are not subject to any increase during the life of the contract. It is understood that the School District will receive the benefit of any price reduction that may occur.
7. **GUARANTY-PERFORMANCE BID BOND OR CHECK:** As guarantee that the bidder will enter into a contract with the School District, if his proposal or any part thereof should be accepted, and as further guarantee of such delivery and placement as set forth in the proposal documents, the bidder **must** attach a bond, certified check, bank cashier's check, or trust company treasurer's check in the amount of \$250.00, made payable to the Twin Valley School District. The School District agrees to return the check of unsuccessful bidders within thirty (30) working days following the period herein stated for acceptance. Should the School District accept any part of a bidder's proposal, the School District will return his check within thirty (30) working days following completion of all terms of the contract. A new check will be requested for the second and third year of the agreement.
8. **CERTIFICATE OF INSURANCE:** It is understood and agreed that any bidder awarded a contract which calls for the installation of equipment or for the performance of any labor on the owner's premises will furnish certificates of insurance for Workmen's Compensation and public liability insurances.
9. **SAMPLES:** If when samples of articles proposed to be furnished are required, such samples must be furnished and delivered, with all transportation and delivery charges prepaid, to the Twin Valley School District, Administration Offices, 4851 N. Twin Valley Road, Elverson, PA 19520, at or before the time designated for opening of bids. Each sample submitted shall be plainly identified with the name of the bidder, the name of the proposal and item number, if applicable. Failure on the part of the bidder to comply with the foregoing requirements may result in rejection of the affected portion of the proposal.

**Twin Valley School District, 4851 N. Twin Valley Road, Elverson, PA 19520**

Section II

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The School District reserves the right to retain and test, at no cost, any and all samples submitted. Samples, representative of the articles proposed to be furnished by the successful bidders, on the items for which contracts are awarded, will be retained by the School District until such time as the contract shall have been satisfactorily completed. Samples of items not awarded must be picked up, no later than thirty (30) days after vendor receives notification of proposal award date or return of bid bond, at no cost to the School District. Items not claimed after thirty (30) days will not be available for return.

10. **ESTIMATED QUANTITIES:** It shall be understood and agreed that any quantities listed in the proposal are estimated only and may be increased or decreased in accordance with the actual requirements of the School District and that the School District in accepting any proposal or portion thereof, contracts only and agrees to purchase only the supplies, equipment, materials and labor in such quantities as represent the actual requirements of the School District.
11. **DISCREPANCIES:** Notification of discrepancies, omissions or questions pertaining to any part of the attached bid specifications shall be directed to the Business Manager, Twin Valley School District. If such discrepancy and/or omission should affect the cost, and the same is received in time, an addendum will be prepared by the Business Department and sent to each bidder affected.

It is agreed that proposals shall be according to numbered items as shown on the attached list and shall be submitted on the proposal form supplies by the School District.

REQUEST FOR PROPOSAL MUST CONTAIN BOTH UNIT PRICE AND TOTAL PRICE FOR EACH ITEM PROPOSAL.

UNIT PRICE AND TOTAL PRICE MUST CONTAIN NO MORE THAN TWO (2) DECIMALS.

The proposal price submitted for an item shall be the price for which bidder agrees to furnish and deliver the articles of that item ONLY and shall not be conditional upon the award of contract for any other item or items.

12. **MATERIAL SAFETY DATA INFORMATION:** Title 29, Code of Federal Regulations, (Section 1910-1200), covers the new OSHA Hazards Communication Standard, dated 11/25/85. This standard specifies that information on possibly and/or hazardous substances be available to those who may come in contact with them. To comply with this standard, **you must supply us with a copy of the Material Safety Data Sheet for each of the products awarded to you.**
13. **NO CASH ALLOWANCE:** No cash allowances for any purpose are included in the specifications of this project.
14. **PROPOSAL PAGE:** The proposal page must be signed and notarized. We must have your Federal Tax I.D. number or Social Security number. This information is to be filled in the blank provided at the bottom of the proposal page.

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15. **BACKGROUND CHECKS:** All persons working on School District property will be required to submit proof of a satisfactory background check required by Act 34 of 1985 (Criminal History Background Check), Pennsylvania Department of Education, 333 Market Street, Harrisburg, Pennsylvania, 17126-0333. Also a satisfactory clearance check will be required by Act 151 of 1994 (Child/Student Abuse Reporting/Clearance) which amended the Department of Welfare's Child Protective Services Law. Contractor must comply with Act 34.F and Act 151 and supply background checks on all personnel. Information will be held in strict confidence.

The District also requires Federal Criminal Background Checks (Act 114) for School District contractors in accordance with the Pennsylvania Department of Education's procedures developed in accordance with 24 PS §1-111.

The District also requires the Arrest/Conviction Report and Certification Form (under Act 24 of 2011).

All reports/checks must be no less than one-year old at the time they are provided to the District. All reports/check must be sent to the School District Purchasing Department.

Satisfactory reports/checks will be required for any employee of a contractor who may perform services in the District. A satisfactory report/check must be provided before workers are permitted on site.

Costs to obtain these reports will be paid by the awarded vendor.

All vendors or providers must notify the Twin Valley School District Superintendent any time any of its employees or agents who are or will be performing work on behalf of the District are either arrested or charged with a criminal offense.

16. **REQUEST FOR PROPOSAL – NOT A BID:** This is a Request for Proposal (RFP) and not a competitive bid. The use of the terms "bid", "bidding" or "bidder" herein shall not operate to require the District to award a contract to the lowest responsible and responsive respondent. To the contrary, the District retains the right to negotiate the price and other terms of the RFP with the respondent identified and chosen by the District.

**NOTE:** BIDDERS, THE FOLLOWING PAGES MUST BE RETURNED WITH YOUR PROPOSAL: Cover sheet, Bid Bond/Check, Non-Collusion Affidavit, Reference Forms, Samples and all pages that pertain to items you have proposed on and Proposal Pages.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ :  
County of \_\_\_\_\_ : s.s.  
\_\_\_\_\_ :

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
[Title] [Name of my firm]

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communications or agreement with any other contractor, bidder or potential buyer.

(2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) \_\_\_\_\_, its affiliates,  
[Name of my firm]

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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SECTION III

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**NON-COLLUSION AFFIDAVIT (Continued)**

I state that \_\_\_\_\_ understands and  
[Name of my firm]  
acknowledges that the above representations are material and important, and will be relied on by

Twin Valley School District  
[Name of public entity]

in awarding the contract(s) for which this proposal is submitted. I understand and my firm  
understands that any misstatement in this affidavit is and shall be treated as fraudulent  
concealment from

Twin Valley School District  
[Name of public entity]

of the true facts relating to the submission of proposals for this contract.

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Company Position

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

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SECTION III

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**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Anti-bid-Rigging Act, 62 Pa. C.S. 4507., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

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SECTION IV

**PROPOSAL FORM**

Submitted by: \_\_\_\_\_  
(Company Name)

Date: \_\_\_\_\_

To: Twin Valley School District  
Administrative Offices  
4851 N. Twin Valley Road  
Elverson, PA 19520

In accordance with the foregoing invitation for proposals, and subject to all conditions thereof and to the General Conditions and Instructions contained herein, and to the Specifications, Special Instructions, and Conditions attached, all of which are made a part hereof, the undersigned offers and agrees, should this proposal, or any part thereof, be accepted within the prescribed time to furnish and deliver in such quantities and at such times as may be received and ordered in writing by the Twin Valley School District, or designated schools or departments, from time to time during the contract period, at the prices proposed, free of all other charges, any or all of the articles for which proposal is submitted. Sales Tax must be added and itemized on each invoice.

**SEE FOLLOWING PAGES**

**Twin Valley School District, 4851 N. Twin Valley Road, Elverson, PA 19520**

The Twin Valley School District solicits proposals for the publication of Twin Valley High School's 2021-2025 Yearbooks; subject to the following conditions and specifications. Please base your proposal quotation on the information provided below. Advisor has the right to disqualify all proposals at any time for any reason in favor of a new set of specifications.

*Number of Copies:*                        500     (estimated) (**NOTE: Ten copies to be provided to Yearbook Advisor without cost to the Program).**

*Number of Pages:*                        224     (estimated)

*Trim Size:*                                8 ½ x 11

*Cover:*                                    Staff to have choice of Silk-Screen, Custom Embossed, or four-color Litho cover. Cover boards must be at least 120 point binders board with two colors applied if the staff chooses the silk-screen or custom embossed option. Please state the number of materials and applied colors that are offered as standard with your company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Binding:*                                Binding to be Smythe-sewed, rounded and backed.

*Color:*                                    Proposal to include all color pages. Color proofs must be provided all pages. Due dates will be determined by Twin Valley High School Yearbook Advisor.

*Paper Stock:*                         Staff to have choice of Glossy, Dull, Matte, Ivory tone or Textured paper. Stock must be at least 80#.

*Composition:*                        All type faces, styles and sizes throughout the book will be determined by district staff and will be created on design programs.

*Endsheets:*                            Printed on any color stock and will be determined by the Twin Valley High School Yearbook Advisor.

***Spring Supplement:***                ***A supplement of 24 pages with soft cover will be issued in the June following graduation. Costs for the publication and mailing of this supplement will be included in the final cost provided by the successful publisher.***

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*Location:*

Either the plant producing our book or the representative servicing our school must live in the State of Pennsylvania. A plant visit by the staff must be included in proposal.

Please give name, address, phone number and length of employment of local service representative who will be working with our school:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Length of employment: \_\_\_\_\_

Do you have a local service center? Where?

Address: \_\_\_\_\_

\_\_\_\_\_

*References:*

Bidder must provide an attached list of the name and phone number of ten advisers from the Berks, Bucks, Chester, Delaware and Montgomery County area with whom they work. References must be from schools with which you have worked for at least five consecutive years and are schools similar in size. (See reference pages at end of specifications.)

*Photographs:*

All photographs are to be produced using a 150 line screen. No limit as to the number of photographs that may be used in the book.

*Special Effects:*

To be part of the Design Program owned by the School District.

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*Payments:* The successful publisher will provide information for solicitation and direct collection of funds in September of each calendar year prior to publication. The publisher will keep records of all orders and provide the District with a complete listing of orders prior to delivering the yearbook. No interest or carrying charges of any kind will be paid by school.

*Proofs:* Complete copy and picture proofs on all pages are to be provided on a deadline by deadline basis. Color book **must receive color proofs.**

*Deadlines:* Listed below are the deadlines on which we will submit our estimated number of pages.

November 20	40 pages
December 20	40 pages
January 31	30 pages
February 28	30 pages
March 31	64 pages
April 15	16 pages

Books must be delivered by May 20.

Please state your policy on late submission of pages and what guarantee you give of on time delivery if some deadlines are missed: \_\_\_\_\_

*Tool Lines:* Tool lines will be part of the design program owned by the School District.

*On-Line Ordering:* The awarded vendor must provide parent mailing to solicit the yearbook sales on an on-line ordering program provided by the awarded vendor.

*Cancellation:* The Twin Valley School District reserves the right to cancel this contract at the end of any year because of lack of acceptable performance. Bidder to include clause for contract cancellation at end of any year in which school is not satisfied.

*Cropping:* Digital photographs will be cropped in the design program owner by the School District.

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*Camera:* The awarded vendor will need to provide a Digital Single Lens Reflex camera (DSLR) for use by the yearbook staff for all five years of the agreement.

*Design Program:* Twin Valley will submit all work from a desktop publishing program that is owned by the School District. The current program is **InDesign by Adobe**. Bidder must outline your desktop publishing program and your education plan in your proposal.

Please answer the following questions:

- |  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 1. Does your software filter for resolution?   | _____      | _____     |
| 2. Are all proofs digital?   | _____      | _____     |
| 3. Are proof corrections made digitally?   | _____      | _____     |
| 4. How many fonts do you support?  | _____      | _____     |
| 5. May we close register black lines around photos at no cost?                               | _____      | _____     |
| 6. Do you provide extensive material support?  | _____      | _____     |
| 7. Do you have a toll free 800 phone number we can call for assistance? (800) _____ - _____. | _____      | _____     |
| 8. Do you provide a desktop publishing journalism curriculum?                                | _____      | _____     |
| 9. Is an index program provided?   | _____      | _____     |
| 10. Are all pages submitted digitally?   | _____      | _____     |
| 11. What is the cost of a proof correction?  | _____      | _____     |
| 12. Does District have complete control over the production of our page?                     | _____      | _____     |

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- |  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 13. Will your company provide staff training for InDesign and Photoshop? (If yes please provide documentation explaining the processes.) | _____      | _____     |
| 14. Does your company provide supplemental “plug ins” supported by InDesign? (If yes please include documents explaining your plug ins.) | _____      | _____     |

The undersigned Bidder certifies to have read these specifications and offers to furnish the articles specified to the Twin Valley High School in exact accordance with these specifications and at the prices stated. All proposals must be submitted on the enclosed set of specifications. Quoted price must hold for all five years of the contract.

Company Name: \_\_\_\_\_

A. Unit Price (Per Book) \$ \_\_\_\_\_  
(unit price)

B. Total Price for One Year: \$ \_\_\_\_\_  
(unit price x \_\_\_\_\_)

C. Total Price for Five Years: \$ \_\_\_\_\_  
(Total of line “B” x 5)

**Twin Valley School District, 4851 N. Twin Valley Road, Elverson, PA 19520***General Terms:*

1. Bidder must be a registered manufacturer of High School Yearbooks, not a jobber. Orders may not be sublet to other manufacturers.
2. Bidder is required to submit a sample yearbook with their proposal prepared in exact accordance with these specifications.
3. Bidder shall state in their proposal the kind of quality of material and workmanship bid upon.
4. Successful bidder agrees to deliver F.O. B. to Twin Valley High School, 4851 N. Twin Valley Road, Elverson, PA 19520.
5. The Board of School Directors reserves the right to make award on the basis of quality as well as price in the best interest of the school district. (See "Invitation to Submit Proposals")
6. Twin Valley School District reserves the right to terminate or renew this agreement upon each yearly anniversary of the original agreement, based upon past performance." The District also reserves the right to terminate this agreement at the start of any year due to changes in the specifications which result in price increases.
7. The proposal contract period is for five (5) years, starting with the Class of 2021 and ending with the Class of 2025. If **both** parties mutually agree in writing, this contract may be extended. The first extension will be for three (3) additional years. The decision to extend the original contract must be finalized no later than October 31, of the year of the Class one year before the Class covered in the extension. The extension must be negotiated this early in order to give the district time to do a new bid if the decision made is not to extend. The period of the first extension will cover the classes of 2026, 2027 and 2028. A replacement bid bond and Certificate of Insurance will be required before the start of each year. No increases will be allowed from the original proposal prices. It is understood that the School District will receive the benefit of any price reductions that may occur. The School District reserves the right to terminate this extension at any time. If this termination is not due to any fault of the vendor their bid bond will be returned thirty (30) days following the completion of all terms of this contract.
8. Invoices must be itemized to show proposal price and any additional costs of items requested by the high school. Applicable sales tax must be added and itemized on invoice.
9. The Bid Bond or certified check must be in the amount of \$250.00. The Bid Bond or certified check will be kept until the end of the agreement. If a Bid Bond is used, and does not cover all three years, a replacement Bid Bond or certified check will be required for each year of the contract.

SECTION V

**PROPOSAL FORM SIGNATURE PAGE**

The undersigned further agrees that the acceptance, by the Twin Valley School District, of this proposal, or any portion thereof, shall constitute a contract which includes all of the General Instructions and Conditions and specifications attached here to and hereby made a part hereof. This contract shall be binding upon the proposer, the heirs, executors, administrators, successors, or assigns of the parties hereto. The parties hereto intend to be legally bound by these presents.

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

AFFIX )  
CORPORATE)  
SEAL HERE )

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

PLEASE INDICATE IF:

\_\_\_\_\_  
FEDERAL TAX I.D. NO.  
or SOCIAL SECURITY NO.

Individual \_\_\_\_\_

Partnership \_\_\_\_\_

\_\_\_\_\_  
YES BID BOND or  
CERTIFIED CHECK IS ENCLOSED

Corporation \_\_\_\_\_

**Twin Valley School District, 4851 N. Twin Valley Road, Elverson, PA 19520**

**REFERENCES**

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_
  
2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_
  
3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_
  
4. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_
  
5. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_