

**Danville Area School District**

**Request for Proposal  
K-12 Photography Services**

**Danville Area School District  
133 Ironmen Lane  
Danville, PA 17821**

# INFORMATION AND GENERAL CONDITIONS

The Danville Area School District is soliciting sealed Proposals for a **Photography Services for Kindergarten through Twelfth Grade**. Sealed proposals will be received by Michael Sokoloski, Business Manager, Danville Area School District, 733 Ironmen Lane, Danville, PA 17821, at 11:00 AM, March 15 2024. All bids must be sent or dropped off to the address given here and clearly marked **“Photography Services Request-For-Proposal.”** The Proposer is responsible for delivery of their Proposal by the bid date and time. No proposals will be accepted after this time. No electronic or faxed proposal will be accepted.

## TERMS AND CONDITIONS

### Preparation and Submission of Proposals

1. All Proposal responses must be submitted on the forms provided, with the price stated, which shall show both unit, total and percentage if requested. All requests must be signed by an authorized officer of the company. Failure to receive the completed documents on or before the stated deadline will result in rejection of the Proposal.
2. Each proposal shall be upon the form bound with the specifications, shall be signed by the Proposer with his business address, and shall be delivered together with the specifications in a sealed envelope addressed to the **Danville Area School District, Attn: Michael Sokoloski, 733 Ironmen Lane, Danville, PA 17821**, showing the bidder's name and clearly marked **“Photography Services Request-For-Proposal.”**
3. All Proposals shall be submitted on the Proposal Form furnished by the School District. The Proposal Form shall be completely filled out. Proposals that are incomplete, conditional, or obscure, or which contain any additions or alterations not called for, may be rejected.
4. The Proposal must bear the written signature of the Proposer. If the Proposer is a partnership, the Proposal must be signed by the partners. If the Proposer is a corporation, the Proposal must be signed by a duly authorized officer or agent of such corporation under the seal of the corporation. A sole owner must sign as such. An individual trading as a company must sign and indicate, trading as \_\_\_\_\_ Company.
5. Proposers shall submit prices as indicated on the Proposal Form. In lieu of statements to the contrary, it will clearly be understood that the proposed amount shall be for products specified and services. The District reserves the right to rule on the equality of the bid item to those listed.
6. Receiving Proposals - Proposals received prior to the time established for the receipt of proposal will be securely kept and not opened. No responsibility will be attached to the Awarding Authority for premature opening of a bid not properly addressed and identified. No proposal received in the Business Office of the District after the time established herein for the opening of proposals will be considered regardless of the cause for delay in the receipt for any such proposal. **Electronic\email\fax submissions will not be accepted.**
7. Withdrawal of Proposal - Any proposal may be withdrawn on written request dispatched by the Proposer on time for delivery in the normal course of business prior to the hour fixed for the opening of Proposal. During the forty-five (45) day period following the opening of proposals, no Proposal may be withdrawn.

8. No interpretation of the meaning of the Specifications or other contract documents will be made by the Proposal orally. Every request for such interpretation shall be in writing addressed to the District. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, if issued, will be mailed to all prospective Proposers. Failure of any Proposer to receive such Addendum or interpretation shall not relieve any Proposal from any obligation under his bid submitted.
9. The Specifications, Instructions to Proposers, Invitation for Proposal, the Proposal Forms, and any addenda provisions shall constitute the Proposal documents.
10. The Board of Education, Danville Area School District, known as the Owner and the Awarding Authority, reserves the right to accept\reject any and\or all Proposals if deemed to be in the public interest to do so, and to award the proposal(s) to their best advantage, and do not obligate themselves to award to the lowest proposal.
11. Each proposal must meet or exceed the preferred specifications listed, as well as complying with all state and federal safety standards, and the standard rules and regulations as set forth by the state of Pennsylvania. If the model specified in the contract is discontinued by the manufacturer after the award of this contract, the only acceptable substitute will be the manufacturer's standard replacement in a configuration that meets or exceeds the specifications and operating capabilities of the "as specified" unit.
12. The District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions. Vendors must ensure that their cost proposals specifically include all applicable taxes, fees and surcharges from which the District is not exempt or that is imposed or assessed by Vendor.
13. Any conversation to arrive at the stated unit price are the responsibility of the proposer. Any price quoted that does not conform to the state unit price shall not be considered for acceptance.
14. The vendor understands that the rendering of services will be at **multiple buildings**.
15. Invoices shall be sent to the Business Office of the Danville Area School District, 733 Ironmen Lane, Danville, PA 17821.
16. Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the district is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.
17. **PRICING:** All prices stated shall be net prices and include delivery, or any additional fuel cost.
18. **RIGHT TO KNOW**  
Worker and Community Right to know Act of 1984: All vendors must comply with the provisions of the above-mentioned Act by providing Safety Data Sheets (SDS) for all chemicals and hazardous substances provided, if applicable, as part of this contract.

19. ARREST/CONVICTION REPORT

The Contractor is required to sign an Arrest/Conviction Report and Certificate Form (under Act 24 of 2011 and Act 82 of 2012).

20. DEBARMENT AND SUSPENSION

The Danville Area School District shall award contracts only to responsible contractors/vendors possessing the ability to perform successfully under the terms and conditions of the Request for Proposals. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

21. COMPLIANCE WITH LAWS AND AGENCY MANDATES

- A. The vendor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the vendor to ensure that all personnel associated with this agreement are familiar with all the aforesaid laws, rules, regulations, and policies.
- B. The Contractor shall be responsible for all costs and compliances with all laws, regulations and permits of local, state and federal governments, PA D.E.R and the E.P.A. regulations

22. ANTI-POLLUTION LEGISLATION

- A. Act 247 of 1972, 53 P.S. §1612, requires that contractors on construction contracts for the Commonwealth of Pennsylvania and its political subdivisions be advised of those provisions of Federal and State statutes, rules and regulations, dealing with the prevention of environmental pollution and the preservation of public natural resources that affect a project on which proposals are received. Pursuant to the Act, the Pennsylvania Department of Environmental Resources has prepared a notice of said provisions. Contractors is hereby notified of and agrees to comply with the terms of said notice, and all statutes, rules and regulations of the Act.

23. INDUSTRY STANDARDS

- A. Except for when Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if found or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Contractors are noticed to comply with standards in effect as of the date of the Contract Documents.

24. HOLD HARMLESS CLAUSE

- A. The proposer agrees that if awarded an order under these specifications, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless to Danville Area School District, its administration, board members and employees from and against all claims, damages losses and expenses, including without limitation attorney's fees and legal cost, arising out of or resulting from the Contractor's performance of the Contract, including, without limitations claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death or to injury to or destruction of property, including loss of use resulting there from caused in whole or in part by acts or omissions or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they may be liable. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

25. BOARD POLICIES

A. The proposal shall comply with all of the Danville Area School District's policies, included but not limited to Policy 626 – Federal, Fiscal Compliance, Conflict of Interest, 806 – Operations, Child Abuse.

26. NO CASH ALLOWANCES

A. Cash Allowances are prohibited.

27. LICENSES, FEES, TAXES: The vendor shall obtain and maintain all licenses and permits required by federal, state, and local laws.

28. SELECTION CRITERIA

The Danville Area School District reserves the right to select the vendor that provides the best organization-wide solution, cost, and service capability.

29. NON-COLLUSION AFFIDAVIT

Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the district is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.

30. CONTRACT

- A. This contract shall supersede and replaces all prior agreements, promises and understanding, oral or written, between the successful vendor and Danville Area School District.
- B. The Terms and Conditions, Scope of Services and signed Proposal Form shall form the final contract between both parties.
- C. Any amendments to this contract must be in writing and specifically include the original contract language and the changes or additions to the original contract. The amendment must be signed by both parties.

31. **Anti-Discrimination Clause (Section 755 PA School Code)**

- 1. In accordance with the provisions of the PA School Code, the contractor agrees:
  - a. Than in the hiring of employees for the performance of work under this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, discriminate against any citizen of the Commonwealth of Pa who is qualified and available to perform work to which the employment relates;
  - b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;

- c. That this contract may be canceled or terminated by the school district, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.
- 32. Non-Collusion Affidavit - Each Proposer must submit along with its Proposal a fully executed Non-Collusion Affidavit on the form included in the bidding documents. More than one bid for one contract from an individual, partnership, corporation or an association under the same or different names will be grounds for rejection of all Bids in which the Bidder is interested. Any and all Proposal will be rejected if there is any reason for believing that collusion exists among the Proposers. Participants in such will not be considered in future Proposals.
- 33. The vendor who is awarded proposal will be required to supply the district with a Certificate of Liability Insurance with the district listed as additionally insured before work can proceed and appropriate clearances for those employees onsite.
- 34. Questions and any additional information requests can be forwarded to:

**Michael Sokoloski**

**Business Manager**

**Danville Area School District**

[msokoloski@danvillesd.org](mailto:msokoloski@danvillesd.org)

The deadline for questions regarding this proposal is **Friday, March 7, 2024**. Questions should include “**DISTRICT PHOTOGRAPHY SERVICES**” on the subject line of the email to ensure that the issuing officer identifies the email as relating to this procurement.

## **DANVILLE AREA SCHOOL DISTRICT**

### **Proposal Specifications for PHOTOGRAPHY SERVICES**

#### **SPECIFICATIONS AND SCOPE OF SERVICES**

Danville Area School District is soliciting proposals from interested companies to provide PHOTOGRAPHY SERVICES to students of the Danville Area School District, as detailed in succeeding sections of this Request-For-Proposal (RFP). The years of service will include the 2024-25 school year, the 2025-26 school year, and the 2026-27 school year.

This Request for Proposal contains instructions concerning proposals to be submitted and services to be provided by the selected vendor; requirements that must be met to be eligible for consideration; general evaluation criteria; and other requirements that must be met by each proposer. The Section titled, "Photography Services Specifications" details the services and products to be provided under this RFP and subsequent agreement.

This agreement should be inclusive of all anticipated work and expenses. Negotiations will be undertaken with the applicant who meets the requirements and is qualified, responsible and capable of performing the work.

#### **Background**

The Danville Area High School (DAHS) has an enrollment of approximately **650** students. Students in grades 9-12 attend the school. The DAHS current contract for Photography Services expires at the end of the 2023-24 school year.

The Danville Area Middle School has an enrollment of approximately **525** students. Students in grades 6-8 attend the school. The DAMS current contract for Photography Services expires at the end of the 2023-24 school year.

The Liberty Valley Intermediate School (LVIS) has an enrollment of approximately **500** students. Students in grades 3-5 attend the school. The LVIS current contract for Photography Services expires at the end of the 2024-25 school year.

The Danville Area Primary School (DAPS) has an enrollment of approximately **500** students. Students in grades 3-5 attend the school. The DAPS current contract for Photography Services expires at the end of the 2023-24 school year.

#### **Rejection of Proposals**

The Danville Area School District reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing applicants. The Danville Area School District reserves the right to not award a purchase order as a result of this announcement if it does not receive proposals which it judges as adequately and reasonably addressing requirements.

#### **Incurring Costs**

The Danville Area School District is not liable for any costs incurred by any vendor.

### **Response Date**

The proposal must be received at the **Business Office, Danville Area School District, Attn: Michael Sokoloski, 733 Ironmen Lane, Danville, PA 17821**, on **Friday, March 15, 2024, by 11:00 am, prevailing time**. Companies mailing proposals should allow sufficient delivery time to ensure for the timely receipt of their proposals.

### **Proposals**

To be considered, each vendor must submit an original and two (2) copies of each proposal to the district. No other distribution of the proposal is to be made by the vendor. An official who is authorized to bind the vendor to its proposal must sign the proposal. For this Request for Proposal, the proposal must remain valid for at least forty-five (45) days from the submission date. ENVELOPES MUST BE SEALED AND MARKED:

### **"Photography Services Request- For- Proposal"**

Proposals should be prepared providing a straightforward description of the vendor's ability to meet the requirements. Responses must contain the following:

- Legal name and mailing address of the applicant.
- Name, title, mailing address and telephone number of the person responsible for approving and submitting the information provided.
- Complete and concise responses to all items.
- A minimum of 3 references must be provided. Please include the name, address, and phone number of the contact person. All references must have utilized your services for at least three years. Also state the number of years you have worked with the organization listed as the reference.

### **Oral Presentation/Interview**

Companies may be required to make an oral presentation or be interviewed by the Advisor, other staff members, or other school officials. Such presentations or interviews provide an opportunity for the vendor to clarify the proposal and to ensure mutual understanding.

### **Vendor Responsibilities**

The selected vendor will be required to assume responsibility for all services offered in the proposal. The Danville Area School District will consider the selected vendor to be the sole point of contact with regard to contractual matters.

If any part of the required services is subcontracted, permission must be obtained from the Danville Area School District. Any such subcontracting must be detailed and explained. The company shall indicate in the proposal whether this will occur.

### **Disclosure of Proposal Contents**

All information provided in proposals will be the property of the Danville Area School District. All other material submitted becomes the property of the Danville Area School District. At the



discretion of the Danville Area School District, proposals submitted may be reviewed and evaluated by any person other than competing bidders.

### **Criteria for Selection**

The Administration and Advisor will select the proposal that most closely meets the requirements of the RFP and satisfies the needs of the High School and the District.

The following criteria will be used in making the selection:

**1. Company Qualifications**

The extent to which the company demonstrates the ability to meet all terms,

**2. Working Relations**

The selected vendor must be flexible to meet changing academic and athletic schedules and be able to accommodate the needs of the Yearbook staff,

**3. Technology**

The selected vendor must show abilities and willingness to work with digital photography technology and support the school's efforts in this area,

**4. Pricing**

While cost of packages is an essential element in choosing a company, it will not be the sole deciding factor in awarding this contract,

**5. Timeliness and Responsiveness**

The selected vendor must assure prompt and responsive service throughout the contracted period.

## **Term of Agreement**

It is anticipated the period of commitment will begin on or about July 1, 2024 and extend through June 30, 2027.

## **Termination of Agreement**

Termination of this agreement may occur if, through any cause, the vendor fails to fulfill in a timely or proper manner any obligation under this agreement. If the vendor violates any of the covenants or stipulations of this agreement, the Danville Area School District shall notify the other party in writing of the intention to terminate. The intention to terminate this agreement must occur at least sixty (60) days before the effective date of such termination.

In addition, this agreement may be canceled if the termination is mutually acceptable to both parties.

## **Photography Services Specifications**

### **Danville Area High School**

1. Photography services for the Danville Area High School will include the 2024-25 SY, 2025-26 SY, and the 2026-27 SY.
2. The successful vendor must size all photographs for the color section of the yearbook. Color photographs include senior portraits, underclassman portraits, yearbook primary portraits, extracurricular portraits, and athletic portraits. Student portraits dates and promotional material should include a makeup photo date. All promotional pamphlets, posters, and signage will be provided by Vendor. No sitting fees are charged for these photographs.
3. Vendor must be available to meet with the yearbook advisor at least 1 time every month, not including sitting down in the summer to arrange dates for clubs and activities and sports teams and candid pictures.

Vendor must provide all photos and banners to school within 30 calendar days of the photo date.

Requirements for athletics, clubs, and activities:

Band/Band Front: Group pictures and attendance at least one (1) special event in the Fall. Include a senior group photo banner.

Athletic Teams: Group photo of members, team banner, and senior banners and attendance at (1) special event in Fall, Winter, and Spring.

Clubs and Activities: Group photo of members

Homecoming: Group photo of homecoming court and photos from the event.

Prom: Group photo of Prom court and photos from the event.

Graduation: Group photo of graduates, special photo recognizing valedictorian and salutatorian, photos from graduation practice, senior luncheon, and graduation event.

School Staff Photo: (Individual & Group)

Other: As arranged by Yearbook advisor in coordination with Vendor schedule.

4. Vendor must give one presentation to yearbook staff student photographers each school year about taking good photos on a date agreed upon by the advisor and photographer.
5. The successful vendor must provide an unlimited amount of pre-addressed mailing envelopes to yearbook staff (if necessary).
6. The successful vendor will be required to photograph all seniors using the following guidelines:
  - a. List of names and addresses of seniors will be provided by May 1<sup>st</sup> of their junior year.
  - b. Vendor may set a deadline for seniors to make a portrait appointment. Please identify this in the proposal.
  - c. Portraits must be taken, together with any make-ups, before October 31 of each year in order to meet delivery deadlines to the yearbook advisor.
  - d. A distribution procedure for portraits will be developed between the Yearbook Adviser and the Vendor. The procedure must be approved by Danville Area High School administration.
  - e. Photograph submissions and pose selection deadlines must be negotiated between Adviser and Photographer and agreed upon before the beginning of each academic year.
  - f. No sitting fee may be charged for yearbook poses only.
7. The proposal shall include a listing of specific packages available for students to purchase and the prices for those packages. The prices and packages are to include senior pictures, sports, activities, graduation, prom, and other activity packages as well. A low cost package must be made available in all categories and should be detailed in your proposal.
8. The successful vendor must work in cooperation with the yearbook staff, the high school administration, and other district personnel and organizations. Failure to comply may result in termination of the contract.
9. Information regarding digital photography services of benefit to the yearbook staff should be listed and explained. Note: The DAHS Yearbook staff would welcome on-site training by Vendor in addition to camera equipment (Canon DSLR) provided to the Yearbook staff on an annual basis.
10. Athletic and Club group framed pictures and banners will be provided to school within 30 calendar days from date taken.
11. Student Identification cards shall be provided to all students who had a portrait taken. Vendor should list a replacement cost for lost cards in the proposal. The Vendor and building principals will work together to develop the format of the ID cards at each level. For instance, the DAHS would prefer QR codes printed on each ID card. ID cards will be provided to the school within 30 calendar days from the date taken.
12. *In the event of an error related to yearbook photography, both parties will be mutually responsible for arriving at an acceptable solution.*

## **Danville Area Middle School**

1. Photography services for the Danville Area Middle School will include the 2024-25 SY, 2025-26 SY, and the 2026-27 SY.
2. The successful vendor must size **all** photographs for the color section of the yearbook. Color photographs include student portraits, extracurricular portraits, and athletic portraits. Student portraits dates should include a makeup photo date. All promotional pamphlets, posters, and signage will be provided by Vendor. No sitting fees are charged for these photographs.
3. Vendor must be available to meet with the yearbook advisor at least 1 time every quarter, not including sitting down in the summer to arrange dates for clubs and activities, and sports team and candid pictures.

Vendor must provide all photos and banners to school within 30 calendar days of the photo date.

Requirements for athletics, clubs, and activities:

Band/Band Front: Group pictures and attendance at least one (1) special event in the Fall. Include a senior group photo banner

Athletic Teams: Group photo of members, team banner, and senior banners and attendance at (1) special event in the Fall, Winter, and Spring.

Clubs and Activities: Group photo of members

School Staff Photo: (Individual & Group)

Other: As arranged by Yearbook advisor in coordination with Vendor schedule.

4. The proposal shall include a listing of specific packages available for students to purchase and the prices for those packages. The prices and packages are to include student pictures, sports, activities, and other activity packages as well. A low cost package must be made available in all categories and should be detailed in your proposal.
5. The successful vendor must work in cooperation with the yearbook staff, the middle school administration, and other district personnel and organizations. Failure to comply may result in termination of the contract.
6. Information regarding digital photography services of benefit to the yearbook staff should be listed and explained.
7. Athletic and Club group framed pictures will be provided to school within 30 calendar days from date taken.
8. Student Identification cards shall be provided to all students who had a portrait taken. Vendor should list a replacement cost for lost cards in the proposal. ID cards will be provided to the school within 30 calendar days from date taken.

9. *In the event of an error related to yearbook photography, both parties will be mutually responsible for arriving at an acceptable solution.*

### **Liberty Valley Intermediate School**

1. Photography services for the Liberty Valley Intermediate School will include the **2025-26** SY and the **2026-27** SY. (Note this building begins in the 2025-26 School Year)
2. The successful vendor must size all photographs for the color section of the yearbook. Color photographs include student portraits and extracurricular portraits. Student portraits dates should include a makeup photo date. LVIS would like to arrange photos of students who move in throughout the year, as well. All promotional pamphlets, posters, and signage will be provided by Vendor. No sitting fees are charged for these photographs.
3. Vendor must be available to meet with the yearbook advisor at least 1 time every quarter, not including sitting down in the summer to arrange dates for clubs and activities and candid pictures.

Vendor must provide all photos and banners to school within 30 calendar days of the photo date.

Requirements for athletics, clubs, and activities:

Clubs and Activities: Group photo of members

School Staff Photo: (Individual & Group)

Class Photos:

Special Events: Such as Fall Festival Day photos

Other: As arranged by Yearbook advisor in coordination with Vendor schedule.

4. The proposal shall include a listing of specific packages available for students to purchase and the prices for those packages. The prices and packages are to include student pictures, sports, activities, and other activity packages as well. A low cost package must be made available in all categories and should be detailed in your proposal.
5. The successful vendor must work in cooperation with the yearbook staff, the LVIS administration, and other district personnel and organizations. Failure to comply may result in termination of the contract.
6. Information regarding digital photography services of benefit to the yearbook staff should be listed and explained.
7. Club group framed pictures will be provided to school within 30 calendar days from the date taken.
8. A minimum of 3 references must be provided. Please include the name, address, and phone number of the contact person. All references must have utilized your services for at least three years. Also state the number of years you have worked with the organization listed as the

reference.

9. *In the event of an error related to yearbook photography, both parties will be mutually responsible for arriving at an acceptable solution.*

### **Danville Area Primary School**

1. Photography services for the Danville Area Primary School will include the 2024-25 SY, 2025-26 SY, and the 2026-27 SY.
2. The successful vendor must size **all** photographs for the color section of the yearbook. Color photographs include student portraits and extracurricular portraits. Student portraits dates should include a makeup photo date. DAPS would like to arrange photos of students who move in throughout the year, as well. All promotional pamphlets, posters, and signage will be provided by Vendor. No sitting fees are charged for these photographs.
3. Vendor must be available to meet with the yearbook advisor at least 1 time every quarter, not including sitting down in the summer to arrange dates for clubs and activities and candid pictures.

Vendor must provide all photos and banners to school within 30 calendar days of the photo date.

Requirements for athletics, clubs, and activities:

Clubs and Activities: Group photo of members

School Staff Photo: (Individual & Group)

Class Photos:

Special Events: Such as Fall Festival Day photos

Other: As arranged by Yearbook advisor in coordination with Vendor schedule.

4. The proposal shall include a listing of specific packages available for students to purchase and the prices for those packages. The prices and packages are to include student pictures, sports, activities, and other activity packages as well. A low cost package must be made available in all categories and should be detailed in your proposal.
5. The successful vendor must work in cooperation with the yearbook staff, the LVIS administration, and other district personnel and organizations. Failure to comply may result in termination of the contract.
6. Information regarding digital photography services of benefit to the yearbook staff should be listed and explained.
7. Club group framed pictures will be provided to school within 30 calendar days from the date taken.
8. A minimum of 3 references must be provided. Please include the name, address, and phone number of the contact person. All references must have utilized your services for at least three

years. Also state the number of years you have worked with the organization listed as the reference.

9. *In the event of an error related to yearbook photography, both parties will be mutually responsible for arriving at an acceptable solution.*

## **PROPOSALS**

1. Sealed proposals will be received by Michael Sokoloski, Business Manager, Danville Area School District, 733 Ironmen Lane, Danville, PA 17821, at **11:00 AM, March 15, 2024**. No Proposals will be accepted after this time. Bids will be read aloud at that time in the Administrative Offices located at the same address.
2. Each sealed proposal must include:
  - A. Signed Proposal Specifications Form which includes Pricing
  - B. Non-Collusion Affidavit

**Danville Area School District  
DISTRICT PHOTOGRAPHY SERVICES**

**Proposal Form**

Vendor proposals must be accompanied by this form. Danville Area School District Board of Director's reserve the right to accept or reject any and all proposals submitted, reject any or all items within the proposal as it desires, to waive any irregularities of technicalities in any proposal, and to make the award in the best interest of the school district. Items to be considered when making the award will be price, quality, service potential, and proximity to school district.

The vendor must clearly respond to each item in the specifications with a statement of compliance or alternative in the event compliance cannot be made. The following must be provided – please type or print legibly all information except signature:

Name of Firm: \_\_\_\_\_

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

City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

We, the undersigned, hereby propose and agree, that we have carefully examined the Scope of Services and Terms and Conditions, we submit this Request for Proposal and agree to furnish and perform the specified work for the Danville Area School District for the sum and percentage increase on the services indicated below:

The prices bid herein are exclusive of Federal Excise and Pennsylvania State Sales Tax.

Please attach your proposed pricing clearly marked by each building and activity with as much information as possible to assist the district in making an informed decision.

The vendor must clearly identify itself on the pricing document and sign the pricing proposal.



The Terms and Conditions and the Specifications/Scope of Services along with the signed form is the signed contract between the\_\_\_\_\_ and the Danville Area School District.

If Vendor is an Individual:

Sign Here: \_\_\_\_\_  
(date)

If Vendor is an Individual Trading Under a Fictitious Name or is a Partnership:

Sign Here: \_\_\_\_\_  
(date)

Title: \_\_\_\_\_

Trading As: \_\_\_\_\_

If Vendor is a Corporation, Fill in Corporate Name, Sign and Affix Seal:

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

By: \_\_\_\_\_

(President or Vice President)

(date)

Attest: \_\_\_\_\_

(Secretary or Assistant Secretary)

(date)

ATTACH CORPORATE SEAL HERE:

### **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-proposal-Rigging Act, 73 P.S. §§ 1611 et. seq., 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 contractors 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 contractors 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 proposal ding 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.

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_:

:S.S.

County of \_\_\_\_\_:

I state that I am (Title) \_\_\_\_\_  
\_\_\_\_\_ of (Name of 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, communication or agreement with any other contractor, contractors or  
potential contractors.

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 contractors or potential contractors, 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. (Name of Firm) \_\_\_\_\_, its affiliates,  
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:

I state that (Name of Firm) \_\_\_\_\_  
\_\_\_\_\_ understands and acknowledges that the above representations are material and  
important, and will be relied on by (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 (Name of public entity) \_\_\_\_\_  
of the true facts relating to the submission of proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public My Commission

(CORPORATE SEAL)

OR (if applicable)

Attest: \_\_\_\_\_

\*By: \_\_\_\_\_

Authorized Representative

\*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

**(Limited Liability Company Principal)**

WITNESS:

\_\_\_\_\_  
(Name of Limited Liability Company)

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

(Managing) Member

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Member

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Member

or (if appropriate)

WITNESS:

\_\_\_\_\_  
(Name of Limited Liability Company)

\_\_\_\_\_

\*By: \_\_\_\_\_

(Authorized Representative)

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the company.

**(Corporate Surety)**

Name of Corporation

Witness or Attest:

\_\_\_\_\_

\*\*By:\_\_\_\_\_

Title

(CORPORATE SEAL)

\*\*Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.