

UPPER PERKIOMEN SCHOOL DISTRICT

EDUCATION CENTER

2229 East Buck Road, Suite 2,
Pennsburg, PA 18073
215-679-7961

REQUEST FOR PROPOSAL

FOR

STUDENT PHOTOGRAPHY SERVICES

BY

UPPER PERKIOMEN SCHOOL DISTRICT

PROPOSALS TO BE
SUBMITTED TO:

DREW BISHOP
BUSINESS ADMINISTRATOR
EDUCATION CENTER
2229 EAST BUCK ROAD, SUITE 2
PENNSBURG, PA 18073
DCBISHOP@UPSD.ORG

DUE: 2:00 PM, MONDAY, MAY 13, 2024

COMPANY NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

CONTACT PERSON _____

E-MAIL _____

I. INTRODUCTION:

It is the intent of this Request for Proposal (RFP) to obtain services of a qualified Offeror or Offerors who regularly provides school photography services to educational institutions. Offerors may submit a proposal to provide services to all schools in the Upper Perkiomen School District. Separate requirements are outlined in this proposal for the four groups; elementary, middle, high schools and the Education Center. Upper Perkiomen School District (UPSD) reserves the right to select one or more Offerors for each or all of the elementary schools, middle, high school and Education Center.

The bid will be separated into four parts:

Elementary K-3	(two buildings)
4 th and 5 th Grade Center	(one building)
Middle School 6-8	(one building)
High School 9-11	(one building)
Education Center	(one building)

The estimated amount of students/staff at each school is:

Upper Perkiomen High School	1,082
Upper Perkiomen Middle School	689
4 th and 5 th Grade Center	442
Marlborough Elementary	430
Hereford Elementary	536
Education Center	115
(Admin Offices & Bus Drivers)	

II. SCOPE OF SERVICES:

General Requirements for ALL BUILDINGS:

The following are general requirements applicable to ALL buildings, unless otherwise stated in the requirements for individual buildings:

A. Picture Plans:

1. No picture plans, other than those approved by the school system may be offered for sale by the photographic studio or an affiliate. The photographer (firm) must receive approval for new or additional photo packages and pricing structure prior to offering to schools. This approval must be obtained through the Business Office Administrator and the Principal's.
2. The Offeror will provide every student with a price list that clearly identifies packages available for purchase. The literature shall also state that the parent or legal guardian may purchase the minimum unit if desired.
3. The Offeror shall not offer any extras such as lockets, viewers, medallions, frames, memory books, etc. in the package offered.
4. The successful Offeror will provide the following **at no cost**:
 - a. Sticky strip of five (5) each photograph of every student (for school file purposes).
 - b. Each school's principal will receive **four** copies of the student directory. This directory contains all of the class group or composite pictures displayed in an attractive binder with each student identified by name. The directories must be delivered within 60 days of the picture date.

- c. One (1) EACH picture of every faculty and staff member for use in personnel files or yearbooks.
 - d. ID cards for each student (grades K-12), faculty, staff and bus drivers, must be supplied within ten days of the picture day.
 - e. One (1) administration/school digital library including all pictures taken is required for use by the school in creating yearbooks, ID cards, cafeteria ID, etc. The photos may NOT be provided to any other organization, individual, or business, unless otherwise stated in this proposal.
 - f. The district requires photos for our Student Management Software, Food Service Software, Library Software and other school purposes. We require the photos in JPG format. We need each photo to come complete with the 6-digit student ID number or employee ID number as applicable as the name. If additional software is required that software must be supplied by your company with the formatted photographs. The photographs must be received in the appropriate format no later than two weeks after picture day.
 - 1) JPG files that are 24KB or less and a file that maps the student # or employee ID # to the proper jpg file
 - g. Offeror must provide photographs to the school district even if the parents decide not to purchase any pictures.
 - h. Software and hardware that allows the district to create or reproduce ID badges. This must include the template for the current year badge. This must be received by October 1st of each school year.
5. The Offeror shall return the picture packages to the school for distribution within thirty days of the date pictures are taken.
 6. The successful Offeror must provide timely refunds or retakes upon request. Make-up dates will be provided as determined by the consultation with each school principal. The make-up day must occur before December 20th.
 7. All packages/pictures must be unconditionally guaranteed by the photographer.
 8. The Offeror must offer a Family Discount Plan for families with multiple children either in one building or multiple buildings.
 9. The Offeror must meet with each Principal no later than July of each school year to discuss the schedules for the upcoming school year.
 10. Any and all rebates, if offered, must be sent to the Business Office.

B. Types Of Picture Sales:

1. The primary method of picture sales is expected to be pre-pay in all buildings with varied size portrait packages available. Digital enhancements are available as an option.

C. See Requirements for Elementary, Middle, and High Schools in sections III, IV, and V.

III. REQUIREMENTS – ELEMENTARY BUILDINGS

The following are general requirements applicable to all elementary buildings, unless otherwise stated

in the requirements of individual buildings:

A. Elementary Student Photography (Fall Only) - (PRE-PAY SALES METHOD)

1. In Pre-pay Sales, a flier shall be sent home with the package contents, prices, and order form. The flier will be supplied by the Offeror, but will be distributed by the school district during the first week of school. The parents indicate their selection and return with payment on the day of scheduled photography. Offeror's personnel will handle all collections and supply an audit sheet to the building on picture sales. No funds shall remain at any school overnight.
2. The Offeror will provide package programs with a reasonable range of prices and with various options. The Offeror will specify the picture sizes, quantities, and price of each package it proposes to offer. Additional items for sale are to be listed separate and not included in the package prices.
3. The Offeror will be required to develop the procedure with each building principal for taking pictures. Offeror must provide information in the proposal as to how this will be accomplished.
4. For ease of distribution in elementary schools, packages must have positive identification and be sorted/grouped by each homeroom number.
5. All posters and advertisements will be furnished by the successful Offeror.
6. Advertisements must include package prices and content of each package. Display of posters or other promotional materials will be at the discretion of the building principal. Offeror should include a copy of sample posters/advertisements with their proposals.

IV. REQUIREMENTS – MIDDLE SCHOOL

The following are general requirements applicable to the middle school. The middle school may not use the group pictures because the organizational plan of classes may not lend itself to this activity. Other photographic services may be requested by the principal (such as activity club/sports pictures) for use in the yearbook or principal's album.

A. Middle School Student Photography (Fall Only) - (PRE-PAY SALES METHOD).

1. In Pre-pay Sales, a flier shall be sent home with the package contents, prices, and order form. The flier will be supplied by the Offeror, but will be distributed by the school district during the first week of school. The parents indicate their selection and return with payment on the day of scheduled photography. Offeror's personnel will handle all collections and supply an audit sheet to the building on picture sales. No funds shall remain at any school overnight.
2. The Offeror will provide package programs with a reasonable range of prices and with various options. The Offeror will specify the picture sizes, quantities, and price of each package it proposes to offer. Additional items for sale will be listed separate and not included in the package prices.
3. The Offeror will be required to develop the procedure for taking pictures with each building principal. Offeror must provide information in the proposal as to how this will be accomplished.
4. For ease of distribution in the middle school, packages must have positive identification and be sorted/grouped by each homeroom number.

5. All posters and advertisements will be furnished by the successful Offeror.
6. Advertisements must include package prices and content of each package. Display of posters or other promotional materials will be at the discretion of the school principal. Offeror should include a copy of sample posters/advertisements with their proposals.
7. A publisher yearbook digital library, with positive identification (name, grade, homeroom number), must be provided to the principal within 30 days of the photography date.

V. REQUIREMENTS – HIGH SCHOOL

The following are general requirements applicable to the High School. The high school may not use the group pictures because the organizational plan of classes may not lend itself to this activity. Other photographic sales may be requested by building principals. Extra vendor services for activity work can be charged on a proof/internet basis.

Underclass Photography (Fall)– (PREPAID SALES METHOD)

1. The district expects to use the prepaid method of sales for the high school, but reserves the right to use the proof/internet method.
2. The flier and /or package will be sent home with the students during the first week of school. All information regarding cost and specific procedures for purchasing must be included.
3. The Offeror will provide package programs with a reasonable range of prices with various options. The Offeror will specify the picture sizes, quantities, and price of each package it proposes to offer.
4. All packages must have positive identification by name, grade, and homeroom/class number.
5. All posters and advertisements will be furnished by the successful Offeror. Advertisements must include package prices and content of each package. Display of posters or other promotional materials will be at the discretion of the building principal. Offeror should include a copy of sample posters/advertisements with their proposals.
6. A publisher yearbook digital library, with positive identification (name, grade, homeroom number), must be provided by November 1st of each calendar year.
7. The current yearbook vendor is Jostens. The Offeror must supply Jostens with pictures in the appropriate format.

B. Senior Portraits (Spring)

1. Vendor shall schedule photographs of all seniors at no cost to students. The vendor shall agree to provide the district with one photo of each senior with retouching included at no charge for yearbook purposes.
2. Provide a list of prices of senior portrait package options. Proofs (digital or print pending agreement) shall be available to the senior within 4 weeks of their photography sitting, along with instructions for package order and handling orders. No fees are to be charged for proofs if returned.
3. No sitting fee may be charged for yearbook poses only.

C. Other Picture Services for the High School- (If Requested)

The following general statements are applicable to all special picture requests:

1. The request for other picture services will be on an as-needed basis. The district already has a yearbook vendor and a team and individual sports portrait photographer. Please note: some "other picture services" may be done by one or both of those vendors.
2. The successful Offeror will work with the yearbook advisor and yearbook photographers to aid students with the photographic tips on yearbook applications.
3. If requested the Offeror will provide one day (two, if needed) of photography services to take club, sports, and group pictures as arranged with the yearbook advisor. The bona fide cost of these group pictures must be specified by the Offeror. These pictures shall also be provided digitally to the building, if requested.
4. These photos may be sold on a proof/internet basis to the students if approved by the principal.

VI. OFFEROR REQUIREMENTS:

- A. The Offeror shall demonstrate extensive prior experience in delivery of photographic services to elementary schools, middle schools, and high schools in a major school division, having approximately 3,200 students.
- B. The successful Offeror shall:
 1. Have demonstrated ability to complete projects within specified time periods and at the commission schedule proposed.
 2. Have a current workload that would allow for the delivery of pictures in the RFP.
 3. Be financially sound and able to demonstrate such stability to the satisfaction of the Finance Department of The Upper Perkiomen School District. The Offeror may be required to submit letters of bank references, letters of credit, and validated year-end financial statements, or other evidence of corporate strength.
 4. Have trained professional staff, sufficient to meet the needs of objectives of a school system the size of The Upper Perkiomen School District (approximately 3,200 students in grade K-12).
 5. Provide upon request, a directory of key company personnel, to include a resume of the photographers and their training in the use of equipment.
 6. Maintain a toll-free telephone number, available from 7:00 a.m. – 5:00 p.m. Eastern Standard Time, on business days for questions related to the contract and pictures. Furthermore, a log shall be maintained to track the nature of and resolution of customer complaints specifically related to The Upper Perkiomen School District.

- C. **BACKGROUND CHECKS:** All persons working at the project 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.

A satisfactory FBI fingerprint clearance will need to be completed for each employee that will visit our buildings.

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.

VII. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations:

It is understood and agreed that this contract shall be subject to annual review based on performance, pricing and parent satisfaction.

B. Award of the Contract:

1. The District reserves the right to reject any or all proposals and to waive any informalities.
2. The successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Business Office the contract forms and any other forms required by the RFP.
3. Any contract resulting from this RFP is not assignable.

C. Controlling Law; Venue:

This contract is made, entered into, and shall be performed in Montgomery County, Pennsylvania, and shall be governed by the applicable laws of the Commonwealth of Pennsylvania. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated in the Montgomery County General District Court or the Circuit Court of Montgomery County, Pennsylvania.

D. Offeror's Performance:

1. The Offeror agrees and covenants that its agents and employees shall comply with all County, State, and Federal laws, rules, and regulations applicable to the business to be conducted under the contract.
2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Offeror shall cooperate with District personnel in performing the contract work so that interference with the normal program will be held to a minimum.
4. The Offeror shall be an independent contractor and shall not be an employee of the Upper Perkiomen School District.

E. Compensation: (FOR PURCHASES MADE DIRECTLY BY THE SCHOOL DISTRICT)

The Offeror shall be required to submit a complete itemized invoice on each delivery or service which the school district may wish to purchase. Payment shall be rendered to the Offeror within forty-five (45) days after receipt of the proper invoice.

F. Record Retention; Audits:

The successful Offeror shall retain, during the performance of the contract and for a period of three (3) years from the completion of the contract, all records pertaining to the successful Offeror's proposal and any contract awarded pursuant to this RFP.

G. Termination of Contract:

1. The Upper Perkiomen School District reserves the right to terminate the contract immediately in the event that the Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Offeror to comply with any section or part of this contract will be considered grounds for immediate termination of the contract by the Upper Perkiomen School District.
3. Notwithstanding anything to the contrary contained in the contract between the district and the Offeror, the District may, without prejudice and without cause, terminate the contract by giving 30 days written notice to the Offeror.

H. Insurance Requirements:

The successful Offeror shall maintain insurance to protect itself and the Upper Perkiomen School District from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications.
(Attachment B)

I. Collusion:

By submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror, or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).

J. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the Upper Perkiomen School District. In the event that the contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the Upper Perkiomen School District, the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

K. Indemnification:

The successful Offeror agrees to indemnify, defend, and hold harmless the Upper Perkiomen School District, its officers, agents, and employees from any claims, damages, suits, actions,

liabilities, and costs of any kind or nature, including attorney's fees, arising from or caused by the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to the District's sole negligence.

L. Severability:

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

M. Discussion of Exceptions to the RFP:

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in the "Deviation Form Specifications List" section of this proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

N. Contract Period: (7/1/24 to 6/30/27)

The contract period is for three (3) years, starting with the 2024-25 school year and ending with the 2026-27 school year. The Upper Perkiomen School District reserves the right to terminate or renew this contract on each yearly anniversary of the original agreement based upon past performance. The decision will be based on what is in the best interest of the students.

If both parties mutually agree in writing, this contract may be extended for up to three (3) additional years. The decision to extend the original contract must be finalized no later than October 31st of the year preceding the first year of the extension. The extension must be negotiated this early in order to give the district time to do a new RFP if the decision made is not to extend. The period of the extension may cover the 2027-28, 2028-29 and 2029-30 school years. The School District reserves the right to terminate this extension at any time.

No increases will be allowed from the original bid prices. It is understood that the School District will receive the benefit of any price reductions that may occur.

VIII. PROPOSAL SUBMISSION REQUIREMENTS:

- A. The Business Office will NOT accept oral proposals, NOR proposals received by telephone, or fax machine.
- B. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Business Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- C. By submitting a proposal in response to this RFP, the Offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.

- D. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- E. Trade secrets or proprietary information submitted by an Offeror in response to the RFP shall not be subject to public disclosure under the Freedom of Information Act or the Right to Know Law to the extent allowable under the laws; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- F. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.
- G. Comments as to how the proposal documents and scope of services can be improved are welcome. Offerors requesting clarification or interpretation of, or improvements to the proposal general terms, conditions, scope of services shall make a written request which shall reach the Business Office, at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum for the Business Office and it shall be signed by the Business Administrator or a duly authorized representative. Each Offeror shall be responsible for determining that all addenda issued by the Business Office have been received before submitting a proposal.
- G. All proposals received in the Business Office on time shall be accepted. All late proposals received by the Business Office will not be accepted. Proposals shall be open to public inspection only after award of the contract.

IX. PROPOSAL RESPONSE FORMAT:

The Offeror should include in their proposal as a minimum the following:

A. INFORMATION TO BE INCLUDED IN SUBMITTED PROPOSAL:

1. **TITLE PAGE:** Name of company submitting proposal.
2. **TABLE OF CONTENTS:** Include a clear identification of the material being submitted.
3. **COVER LETTER:** Information regarding the company submitting the proposal. Cover letter should outline the Offeror's history and experience in providing photography services to public school systems as required for this solicitation.
 - a. experience with photography services as proposed in the Offeror's response
 - b. number of years in business
 - c. experience in K-12 education market
4. **MINIMUM ELIGIBILITY REQUIREMENT STATEMENT:** In order to be considered for this contract, the offeror shall provide a statement that offeror has been in the business of school photography for a minimum of (3) Years.
5. **REFERENCES:** Please provide a list of three (3) school district references for which your company has provided school pictures during the last three (3) years. Include the name and telephone number for an administrative person from each district. More than one reference from each school is preferred. All references listed must be within the Commonwealth of Pennsylvania .By submitting a proposal, the Offeror agrees to permit the District to confirm the quality of past work for those clients. **(Attachment C)**

B. SCOPE OF SERVICES PROVIDED:

1. Vendor shall take every student, faculty, and staff member's picture, if they so desire. The prospective vendor shall provide a written explanation of factors and reasons why they should be the selected vendor for the District. This shall specifically include why their partnership with the District will benefit students, faculty, staff and school community of the District. Please provide no more than (3) typed pages.
2. Provide a sample of the flyer describing the picture packages to be offered that would be sent home to parents should the offeror be awarded this contract.
3. Describe the vendors re-take policy.
4. Describe any additional services that would be provided at no charge to the district.
5. Describe the vendor's money-back guarantee policy if students/parents/guardians are not satisfied.
6. Describe the vendors online ordering system.

C. PROPOSAL PRICING SHEETS:

1. Provide a detailed pricing sheet for all services proposed. Prices submitted shall include any applicable taxes, shipping, handling, and delivery of school photos.

D. SAMPLES:

1. Provide individual student photo package photo samples, as appropriate.

E. ATTACHMENTS:

1. Attachment A - Proposal Signature Sheet
2. Attachment B - Insurance Specifications
3. Attachment C - Reference Sheet
4. Attachment D - Optional Pricing Sheet

X. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offeror's are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the District may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the successful Offeror will be based upon submission of proposals meeting the evaluation criteria.
- C. EVALUATION CRITERIA - Proposals will be evaluated on the following basis:
 1. General quality and adequacy of response
 - a. Completeness
 - b. Grasp of the services required
 - c. Responsiveness to terms and conditions
 2. Technical approach
 - a. Clarity and reasonableness of proposed method of solving problem.

- b. Demonstrated knowledge required to fulfill required services.
 - 3. Demonstrated expertise in this particular field
 - a. Qualifications of personnel to be assigned to the project.
 - b. Past experience in the area
 - 4. Ability to meet the proposed schedule
 - a. Availability of qualified staff to support the project
 - b. Sufficient manpower to be assigned to the project
 - 5. Cost.
- D. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations/clarifications shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations/clarifications have been conducted with each Offeror so selected, the District shall select the Offeror that, in its opinion, had made the best proposal, and shall award the contract to that Offeror. 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. The award document will be a contract incorporating, by reference, all the requirements, terms, and conditions of the solicitation and the Offeror's proposal as negotiated.
- E. AWARDING OF CONTRACTS: It is agreed that the School District is free to accept the best request for 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. It is also agreed the School District may reject the bidder using a subcontractor. The use of a subcontractor must be approved by the School District.
 - 1. A copy of the Offeror's latest audited financial statements will be requested for the lowest bidder. The financial statement must be supplied within 72 hours after time of request.
- F. The district reserves the right to award the RFP to a different vendor to each part (Elementary, Middle and/or High School) or to award to one or two vendors combining different parts together. The school district reserves the right to award the RFP in whatever combination it feels is in its best interest. The school district is the sole determinant of what is in the district's best interest.

It shall be clearly understood that the lowest priced proposal shall not be the sole criteria which will predicate selection. There are other factors which will be taken into consideration. The School District is equally concerned with the quality and the proven and probable ability of the studio to satisfactorily perform its contract so that the items will be delivered on time and in accordance with the specifications as set forth in this RFP.

Therefore, the Upper Perkiomen School District advises all prospective vendors to take notice and to be aware that it reserves the right of selection based on its own evaluation.

XI. BUILDING LOCATIONS

- Hereford Elementary School, 1043 Gravel Pike, Hereford, PA 18056
(215) 679-4151
- Marlborough Elementary School, 1450 Gravel Pike, Green Lane, PA 18054
(215) 234-4387
- Upper Perkiomen 4th and 5th Grade Center, 510 Jefferson Street, East Greenville, PA 18041
(215-679-6288)
- Upper Perkiomen Middle School, 901 Montgomery Avenue, Pennsburg, PA 18073
(215) 679-6288
- Upper Perkiomen High School, 2 Walt Road, Pennsburg, PA 18073
(215) 679-5935
- Upper Perkiomen Education Center, 2229 East Buck Road, Pennsburg, PA 18073
(215) 679-7961

Successful vendor agrees to repair any damage to the school building or premises thereof caused in the delivery and/or installation of items listed in this proposal and further, agrees to remove any/or all dirt or debris resulting from such delivery

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in Upper Perkiomen School District Request for Proposal – School Photography Services.

My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S. C. Section 1).

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

NAME OF FIRM:
ADDRESS:
FEDERAL ID NUMBER:
SIGNATURE:
NAME (<i>print</i>):
TITLE:
TELEPHONE:
FAX:
DATE:
E-MAIL ADDRESS:

ATTACHMENT B

INSURANCE SPECIFICATIONS

The contractor shall carry Public Liability Insurance in the amount specified below, including the contractual liability assumed by the contractor, and shall deliver a Certificate of Insurance form carriers acceptable to the owner specifying such limits. The Certificate shall show the Upper Perkiomen School District named as an additional insured for the Comprehensive General Liability and Professional Liability Coverage. In addition, the insurer shall agree to give the District 30 days notice of its decision to cancel coverage.

1. Worker's Compensation and Employer's Liability Coverage A – Statutory requirements
Coverage B - \$100,000 per Occurrence
Coverage C - \$100,000/\$100,000 Accident and/or Disease
All States Endorsement

2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage
Limits of Liability

Bodily Injury
\$500,000 each person
\$500,000 each occurrence

Property Damage
\$100,000 each occurrence

3. Comprehensive General Liability
Limits of Liability

Bodily Injury
\$1,000,000 each occurrence
\$1,000,000 annual aggregate

Property Damage
\$1,000,000 each occurrence
\$1,000,000 annual aggregate

Including:
 - A. Completed Operations/Products
 - B. Contractual Liability* for Specified Agreement
 - C. Personal Injury
 - D. (XCU) Explosion, Collapse, and Underground Coverage
 - E. Broad Form Property Damage

*Note 1: Contractual Liability covers the following indemnity agreement:

“The contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages, and costs, including attorney’s fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.”

ATTACHMENT C

OFFEROR REFERENCE SHEET

	<u>School Name</u>	<u>Term of Contract</u>	<u>Contact Person & Title</u>	<u>Telephone Number</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

AGREEMENT BY VENDOR OR INDEPENDENT CONTRACTOR OF THE UPPER
PERKIOMEN SCHOOL DISTRICT TO COMPLY WITH §111 OF THE PUBLIC
SCHOOL LAWS

1. This Agreement is part of the agreement between the undersigned business person or entity and the Upper Perkiomen School District, dated _____, for the sale of goods or the provision of services as an independent vendor or contractor in the nature of:

2. The undersigned understands that after January 1, 1986, independent contractors and their employees hired after that date must comply with §111 of the School Code, which provides, among other things, that a CRIMINAL HISTORY INFORMATION RECORD SEARCH must be obtained for each employee who could come into contact with school children, showing that such employees have not been convicted of certain crimes. The undersigned also understands that all of their employees who come into contact with school children must have a satisfactory clearance check required by Act 151 of 1994, The Child/Student Abuse Reporting/Clearance. Copies of the law are supplied with this Agreement, or are available upon request.

3. It is agreed that the Upper Perkiomen School District has no right of direct control over the hiring, retention, screening or assignment of employees, agents or officers of the undersigned, and further that the undersigned is responsible for compliance with this law. In addition, should any official or employee of the school be subject to any claim, proceedings, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents or employees, to comply with said law, then the undersigned, as part of the consideration of doing business with the School District, hereby agrees to indemnify and hold harmless all such persons for all losses, including costs of counsel and all expenses incident thereto.

DATED: _____

By: _____ (Seal)
Proprietor, authorized officer or partner

(Corporate
Seal, if
applicable)

Witness or Attest:

Business Name and address of
Vendor/Independent Contractor:
