



Millville Area School District

REQUEST FOR PROPOSAL FOR SECURITY ACCESS CONTROLS

Proposal Issue Date: October 31, 2025

Proposal Due Date – Monday, November 17, 2025 @ 9:30 AM

Bid Opening Meeting – Monday, November 17, 2025 @ 10:00 AM

Location - 330 East Main Street, Millville, PA 17846

Introduction

Millville Area School District is initiating a process for the selection of a Security Contractor to provide services to design and coordinate the installation of additional Axis compatible Door Controllers and add 11 door devices to the existing system used by Millville Area School District, as detailed in the specifications of the request for proposals.

The Request for Proposal (RFP) is part of a competitive process, which will be undertaken in order to serve the School District's best interests and provide vendors with a fair opportunity for their professional services to be considered. Representatives from the School District will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and the School District, best serves the interest of the School District. The School District reserves the right to reject any or all proposals or select a single item from any proposal.

All parties interested in providing services requested in this proposal must fulfill the requirements defined herein and accept terms and conditions as stated in the School District's "Independent Contractor Agreement."

RFP Timeline

| | |
|-------------------------------|-----------------------------|
| Date of Issue: | October 31, 2025 |
| Clarifying Questions Deadline | November 16, 2025 |
| Proposal Due Date | November 17, 2025 – 9:30 AM |
| Estimated Award Date | December 3, 2025 |
| Project Start Date | As Soon As Possible |

Contact Information

Questions concerning the RFP should be directed to:

Dyson Savage – Director of Technology

dsavage@millsd.us

(570)458-5538 x 3220

General Instructions for Proposal

- a) Proposal Content-A complete proposal must contain the following:
 - Requirements of Proposal
 - Proposal Form-completed by an individual authorized to bind the vendor. All proposals submitted without a proposal form may be deemed inadequate.
 - Non-collusion Affidavit
 - References
 - Itemized pricing for all equipment, software, services, etc. on included Excel template.

Submission of Proposal

Written proposals are to be received no later than 9:30 AM on November 17, 2025. Proposals may be submitted in person, electronically via the email below, or mailed to:

Ms. Chelsea Rosenberger
PO Box 260
Millville, PA 17846
Phone: (570)458-5538, ext. 3220
Email: crosenberger@millsd.us

If emailed, please title the email "MASD Access Controls Bid" so that all bids remain appropriately sealed.

Criteria for Evaluation

Proposals will be evaluated based on:

- Comprehensive scope of project and fulfillment of requirements of the proposal
- Experience and certifications of Security Contractor and Sub-contractors
- Proposed completion schedule
- Training and customer support provided
- Cost (1st year and recurring)
- Warranty and support
- Maintenance
- References

A committee representing Information Technology, Finance, and members of the Board of Education will review the proposals.

PART 1 – GENERAL

1.1 Summary

A. Contract documents shall include:

- a. This Specification
- b. Floor and Site plans
- c. Reader schedule
- d. Details as required by the School District

B. Scope of Work

1. Millville Area School District is initiating a process for the selection of a Security Contractor to provide services to design and coordinate the installation of additional Axis compatible Door Controllers and add 11 door devices to the existing system used by Millville Area School District, as detailed in the specifications of the request for proposals.

2. The locations included within this project is:
 - a. Millville Jr./Sr. High School - 3 Doors
 - b. Millville Elementary School – 4 Doors
 - c. District Office (Moving to MHS) – 4 Doors
3. The project is a turnkey system (equipment, installation, electrical, door hardware, Card/Fob readers, keypads, etc.) as identified in this document. The Security Contractor shall be the lead and is expected to provide a team that shall include representatives from all the above trades and suppliers, as well as, all support and coordination necessary to ensure a successful project.
4. **Items to be included in this RFP**
 - **Provide and install Four (04) Axis Edge-based Network 2-Door controllers**
 - **Provide and install One (01) Axis Network Door Controller, up to 4 doors**
 - **This controller is figured for the District Office Doors**
 - **Provide and install Eleven (11) Axis Wall switch Card Readers**
 - **Provide and install Eleven (11) ¾" Door Status Contacts**
 - **Provide and install Nine (09) HES Series Electric Strikes**
 - **Provide and install Two (02) Von Duprin Latch Retraction Kits**
 - **Provide and install Four (04) Von Duprin Power Supplies for Door Locks**
 - **Provide and install One (01) E6M Life Safety Enclosures**
 - **Provide and install One (01) 250W power supply boards**
 - **Provide and install One (01) Secondary Voltage Power Supply**
 - **Provide and install One (01) 8-relay lock control outputs class 2 power limited**
 - **Provide and install One (01) 8 Auxiliary DC outputs Class 2 power limited**
 - **Provide and install Ten (10) Batteries for the Access Controls System**
5. All Access Control work must be compatible with the existing Axis Controller system owned by the School District.

6. The SMS shall be a server based or web-based access control and alarm monitoring system using IP communications or direct connect to communicate to the panels and workstations through the Security Network. The server and workstations shall be provided by Millville Area School District per the requirements provided by the Security Contractor.
7. The SMS data gathering panels shall be provided in the locations, MDF and IDF's for the most part, as identified in this RFP.
8. All electrical door hardware, Card/Fob/Bluetooth readers, horns, motion sensors, keypads shall be provided as part of this RFP. The Security Contractor shall be required to survey the location and evaluate the best method to achieve the goal.
9. The Security System and Access System shall interface to the auto door operators so that the exterior actuator is inactive anytime the door is locked, active again when unlocked whether through card read or time program.
10. The Security Contractor shall provide, install, connect, program, and test all security devices as outlined in this RFP. The Security Contractor shall provide training to Millville Area School District staff as noted in this RFP.

C. Related Work

1. The Security Contractor team, coordinating with one another for the related work. The team shall include, but not limited to, the following:
 - a. Electrical (high and low voltage)
 - b. Network/IT
 - c. Door Hardware

1.2 General Requirements

- A. The School District's Drawings, this RFP, any amendment/addendum or accepted bulletin shall become part of the contract for this project.
- B. The Security Contractor shall identify any item that the vendor believes is unclear or in conflict. Any item or condition shall be brought to the attention of the School District prior to submitting a proposal. Any item not clarified prior to that time shall become the decision of the School District.
- C. It is the intent of this RFP to provide the Millville Area School District with a fully installed and operational Security System and Access System. Any item not specifically outlined in this RFP, but inferred or required to provide a fully functional system as outlined shall be considered as included in the contract.
- D. Prior to submitting a proposal, the Security Contractor and his/her team shall be

required perform a detailed review of the site and buildings, all drawings, device applications, confirm exact device and quantity and note any issues to the School District.

- E. The Security Contractor shall fully manage the project including inspecting the work being installed by his/her sub-contractors at regular intervals and identify any issues.
- F. The Security Contractor shall verify the location of all equipment and devices prior to installation.
- G. This project is the installation of a Security System and Access System under existing conditions. As such, the Security Contractor is expected to be flexible in achieving the intended goal at no additional cost to the School District. Any items in question must be brought to the attention of the School District prior to installation.
- H. The Security Contractor shall be responsible for mounting and terminating the panels and devices, either directly or through his/her subcontractor.
 - 1. All work shall comply with the requirements set forth the national codes as applicable.

1.3 Definitions

- A. The School District is Millville Area School District, sometimes referred to as “the School District.”
- B. The term “Security Contractor” refers to the firm contracting with the School District to provide the Work and includes all sub-contractors. Terms Security Contractor and Security Integrator shall be interchangeable.
- C. The Work is all the equipment, labor, engineering, supervision, material and services necessary to engineer, construct and complete the Systems in accordance with the Contract Documents. “Provide” shall mean to engineer, supply, transport, install, oversee, program, test and any other action required to turn over to the School District a fully operational system.

1.4 References

- A. The Work shall be in accordance with all applicable national, state and local codes including but not limited to the following:
 - 1. Americans with Disabilities Act (ADA) and ANSI A117.1
 - 2. International Building Code (IBC)
 - 3. National Electric Code (NEC) and NFPA 70
 - 4. Local Governing Codes and Standards to include the Local Authority having Jurisdiction (AHJ)
 - 5. National Fire Protection Association, National Electrical Code (NFPA 70)

6. National Fire Protection Association Life Safety Code (NFPA 101)
7. Underwriters Laboratories Applicable Standards (UL) including 60950, E218113, 294, and PB4982
8. IEEE802.3 and IETF Standards
9. EN 55022 ITE (1994), EN 55024 Immunity Standard (1998), CFR47 Part 15B (1995)
10. Power over Ethernet Standard 802.3AF and 802.3AT
11. H.264 Standard ISO 14496-4 & 14496-10
12. The hardware manufacturer shall be an ISO 9001:2000 registered company

1.5 Quality Assurance

A. Security Contractor's Qualifications

1. The Security Contractor shall have a minimum of seven (7) years' experience in the fabrication, assembly and installation of systems of greater or equal magnitude and quality as that being specified herein.
2. The Security Contractor shall supply information attesting to the fact that their installation and service technicians are competent factory trained and certified personnel capable of maintaining the system and providing reasonable service time.
3. The Security Contractor shall provide a minimum of three (3) references whose systems are of similar complexity and have been installed and maintained by the Security System and Access System integrator in the last five (5) years. The reference shall be projects of similar scope and size and must include company name, contact name and contact telephone number.
4. The Security Contractor must obtain the following clearances for all employees that will be on the job site: PA State Criminal Record (Act 34), PA Child Abuse History (Act 151) and a Federal Criminal History Record (Act 114).

B. Product Standards

1. Within the RFP, certain equipment manufacturers are listed. These manufacturers are for example purposes only (unless followed by "No Exceptions"). The Security Contractor may substitute manufacturers in their RFP that may be more readily available or cost effective. All substitutions shall meet or exceed the minimum specifications of the products listed and are subject to approval. It is the responsibility of the Security Contractor to prove the substitution meets or exceeds the item specified.

2. The Security Contractor shall provide at the time of installation the latest available version of all software and equipment. Discontinued software and equipment shall not be accepted. All equipment shall be new. No refurbished/reused equipment shall be accepted.
3. The Security Contractor shall, within his/her proposal identify any item with which they cannot comply or comply by different means, fully explaining this difference. Any item not specifically cited shall be assumed to comply and the Security Contractor shall be strictly held to the performance described in these documents.

1.6 Submittals

- A. The Security Contractor shall submit to the School District for approval, pre-installation submittals consisting of drawings and product data. Partial submittals shall not be accepted. The Security Contractor shall not be relieved from responsibility for any deviation from the requirements of the Contract Documents by the School District's approval of prefabrication submittals unless the Security Contractor has specifically informed the School District in writing of such deviation at the time of submission and the School District's has given written approval to the specific deviation. All work shall be in accordance with approved submittals.
 1. The submittals shall illustrate the Security Contractor's clear understanding of the project that shall allow for evaluation of said understanding by the School District. Anything less shall be deemed "Unacceptable".
 2. The Security Contractor shall review the documents with the subcontractors (floor plans, riser, details, etc.) to ensure the scope is accurately and fully understood. The Security Contractor shall bring any discrepancies to the attention of the School District.
- B. Schedule
 1. A final detailed completion schedule, coordinated with the School District, shall be provided. The schedule shall highlight the milestones of the installation such as head-end, panel and device installation. The schedule should also depict critical dates for the Security Contractor to complete the Work such as power, network, hardware, etc.
- C. Shop Drawings
 1. Submit copies of each of the following:
 - a. Provide floor plans identifying all devices along with mounting requirements.
 - b. Provide detail drawings for each system showing the connection of all inputs and outputs for each piece of equipment including

end of line resistors. The detail must trace each device and wire from inception to point of final termination.

- 1) Provide a spreadsheet or drawing showing the point assignments for all readers, inputs, outputs, cameras, etc.
- c. Any other drawing or schedule the Security Contractor believes necessary to fully illustrate the Work to the electrical subcontractor.

1.7 Warranty

- A. The Security Contractor shall warrant the equipment, installation and programming, with the exception of the items supplied by others, for a period of one year following the date of final acceptance of the entire system by the School District. Obtain an official sign-off or acceptance of the Work prior to establishing the start of the warranty.

1.8 Maintenance and Software Support

Provide a price for maintenance and software support for years 1 through 10.

1.9 Pricing

- A. Submit pricing in accordance with the "General Instructions for Proposal" provided by the School District however, the following detail must be included with the pricing. The base project into separate sections: SDCS, SMS. Provide only the equipment listed for that section in that section. No single line total price shall be accepted.
 1. Quantity
 2. Description of item
 3. Unit price followed by aggregate price
 4. Example:

| Qty | Description | Make/Model | Unit Price | Extended Price |
|-----|--------------------|------------|------------|----------------|
| 10 | Concealed contacts | ABC123 | \$ 6.00 | \$ 60.00 |

- B. Each subcontractor's cost shall be listed for the base to include material and labor to allow the School District to identify those costs.
- C. Pricing shall include all material, labor, permits, lifts, engineering, supervision, training, programming, warranties, freight, and all project requirements as specified in the Contract Documents.
- D. The project is tax free. Documentation shall be submitted after award.

PART 2 - PRODUCTS

2.1 Wire and Cable

A. System Description

1. The Security Contractor shall provide all wire and cable including all rack cabling. Provide all jumpers, mini-coax, monitor/keyboard connectors, etc. as required.
2. The Security Contractor shall coordinate with its electrical subcontractor to ensure the following:
 - a. All wire and cable specified on the engineering drawings shall meet equipment manufacturer's requirements, national, state and local code requirements and shall be UL listed for their application.
 - b. Plenum rated cable shall be used in all return air plenum spaces and where required by code.
 - c. All wire and cable specified on the engineering drawings shall meet equipment manufacturer's requirements, national, state and local code requirements and shall be UL listed for their application.
 - d. Cable shall be shielded, as required by the equipment manufacturer or where necessary, for interference-free signals.
 - e. Provide outdoor rated cable where required.

PART 3 - EXECUTION

3.1 Installation

A. Equipment

Ensure the following:

1. All equipment and software are installed in accordance with the manufacturer's requirements and instructions.
2. Verify and coordinate exact locations for all devices with the School District, drawings, elevations, and reflected ceiling plans. Bring any conflict to the attention of the School District.
3. All equipment to be installed in the data center, MDF and IDF closets and at the panel rooms shall be assembled, mounted, and tested in a neat and clean fashion. Notify the School District if all equipment cannot fit in the space allotted.

4. Survey all equipment locations. Ensure equipment clearance and identify all conflicts.
5. Prep for recessed door contacts at the top of the door as noted in the Door Chart. Install the magnet so the magnet aligns with the contact in the frame. Drill a hole at the top of the door if the magnet requires additional space.
6. Verify and receive approval for the exact mounting locations of all equipment and devices with the School District/School District prior to installation.

B. Conduit and Boxes

1. Conduit or wire-mold is required to protect the integrity of the system in all locations where cable cannot be concealed within walls or frames, above accessible ceilings or in wire management systems.
2. All conduits shall be installed by the Security Contractor's electrical sub-contractor under this contract. Review the plans and survey to ensure all requirements are both coordinated and adequate. Any area in question is to be brought to the attention of the School District. Color matching wire-mold may be used in interior locations.
3. The Security Contractor shall provide all Panduit for the system within the closets and security equipment room as indicated and needed for a complete and protected system.
4. All penetrations, whether for cable or conduit, through fire rated partitions shall be fire-stopped per code.

C. Wiring

1. All wire and cable installed by the Security Contractor and must be done in accordance with the equipment manufacturer's requirements and instructions, national, state and local code requirements. In addition, the Security Contractor shall ensure their low voltage firm complies with the following:
 - a. All wiring not in conduit is to be run concealed above accessible ceilings, within wire trays or at ceiling height for areas not scheduled to have ceilings. All cables run exposed in the closets are to be bundled, neatly run and fastened to the structure at least every three feet (or run in Panduit). All cables run exposed at ceilings are to be bundled, neatly run at 90° angles and fastened to the structure at least every 10 feet. The cabling is not to be fastened to the work of others (e.g. sprinkler lines). All routing is to be approved by the School District prior to installation.

- b. Code compliant fireproofing techniques are to be provided by for all penetrations of fire rated partitions and slabs, where the penetrations are made by or used by the Security System and Access System.
- c. All cable must be run continuous from device location to the final point of termination. No mid-run cable splices are to be allowed with the exception of cables being provided by others.
- d. All wiring connections are to be made without soldering. Connections are to be mechanically and electrically secure in accordance with manufacturer's requirements.
- e. All cable shall be labeled in a permanent method and protected such as a P-Touch labeler. Writing on the cable is unacceptable. The label designation must be on both ends of all cables and match the as-built documentation. Label cable in several places in hard to read tight spaces such as the DPG.

D. Power Requirements

- 1. Coordinate connections with the School District.
- 2. Coordinate with the School District to ensure that the 120VAC locations for the Security System and Access System have been provided as required. Any additional power other than listed that is required for the system must be brought to the attention of the School District.
- 3. Provide protection against spikes, surges, noise, and other line problems for all system equipment and components as required.

E. Fire System Interface

- 1. Not required.

F. Network Interface

- 1. Coordinate with the School District's IT representative to identify IP address, subnet, gateway, and port assignment for connections to the School District's network. Coordinate IP addressing so no duplication with the School District's scheme.

3.2 System Start-Up

- 1. The systems shall be fully functional to the School District's satisfaction. The Security Contractor shall continually work with the School District until this requirement is met.

B. Training

- 1. The Security Contractor shall provide operator/administrator training for the systems to representatives of the School District.

2. The Security Contractor shall also be on-call during the warranty period to answer any questions made by the School District's representative.

C. System Acceptance

1. The School District shall conduct final point-to-point acceptance testing of the system. For the test, the Security Contractor shall provide two qualified persons with communication devices. One shall accompany the School District on the testing rounds and the other shall monitor the systems providing feedback on the devices tested. Items tested may include, but shall not be limited to:
 - a. Reader functioning and invalid card alarms
 - b. Door forced and door held alarms
 - c. Proper naming of points
 - d. Camera views, call-ups and matrix operation
2. Prior to the final acceptance test, the Security Contractor shall conduct a complete test of the entire system and shall provide the School District with a written report on the results.
3. Upon successful completion of the final acceptance test (or subsequent punch-list retest), the School District shall issue a letter of final acceptance. The warranty period shall begin upon issuance of the final acceptance letter.

End of Document

Vendor Proposal Form

TO: MILLVILLE AREA SCHOOL DISTRICT

We, the Undersigned, having examined the specifications and all other documents and, being familiar with the various conditions under which these services and/or supplies are to be used, agree to furnish, install, and warrant all labor, materials, equipment, and any other required services to fulfill the requirements of the Request for Proposal.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EMAIL _____

PHONE NUMBER _____

- Checklist:
- Requirements of Proposal
 - Vendor Proposal Form
 - Non-Collusion
 - References
 - Excel Spreadsheet

NON-COLLUSION AFFIDAVIT

State of _____ :

County of _____ : s.s.

I state that I am the _____ (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 prices(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, proposer or potential proposer.
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 proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing 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 proposing and/or 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 upon by the Department of General Services 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 the Department of General Services of the true facts relating to the submission of this proposal.

(Signature)

(Signatory's Printed Name)

(Signatory's Title)
Millville Area School District
Security Access System

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF
_____,
20_____**

Notary Public

**My Commission Expires _____
October 31, 2025**

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, by and between Millville Area School District, with its principal office at 330 East Main Street, PA 17846, (the "School District") and _____ (the "Contractor").

BACKGROUND

WHEREAS, Contractor has extensive expertise and training in _____;
and

WHEREAS, the School District desires to engage Contractor to provide _____ services to the School District upon the terms and conditions set forth herein; and

WHEREAS, Contractor is willing to provide _____ services to the School District upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. **RECITALS**. The recitals set forth above are incorporated herein as if fully set forth at length.

2. **SERVICES**. Contractor hereby agrees to be retained by the School District, as an independent contractor, to provide _____ services to the School District as set forth on Schedule "A" attached hereto and incorporated herein.

A. Contractor shall supply, at Contractor's sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor's discretion, but subject to the rules and requirements of the School District, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.

B. Contractor hereby represents and warrants to the School District that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.

3. **COMPENSATION**. The Contractor's compensation for services rendered hereunder shall be as set forth on Schedule "B" attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor's services hereunder except for those expressly set forth on Schedule "B" attached hereto.

4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall commence on _____ and end on _____, unless otherwise terminated by either party in accordance with this Agreement.

B. Termination. The School District or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the School District shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.

5. AFFIRMATIVE COVENANTS OF CONTRACTOR. During the term of this Agreement, Contractor shall:

A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;

B. Identify Contractor as being an independent contractor associated with the School District; and

C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the School District that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor is free and able to enter into this Agreement with the School District, and to perform all of Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the School District from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the School District as a result of a breach by Contractor under this Section.

7. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the School District. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall

devote the appropriate amount of time necessary to provide the services described herein, and will operate within the rules and policies of the School District as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for Contractor, and any other individuals who may be providing services to the School District pursuant to this Agreement, as may be required by the School District and by Pennsylvania law. The School District acknowledges that as an independent contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

8. INDEMNIFICATION. Contractor hereby agrees to defend, indemnify, protect and hold harmless the School District from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.

9. INSURANCE. Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the School District and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the School District with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the School District in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage.

10. CONFIDENTIALITY. Contractor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the School District. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the School District, including but not limited to education records, and Contractor acknowledges that the School District would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the School District. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the School District. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the School District, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the School District hereunder. The Contractor shall take all reasonable action that the School District deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the School District's interests in, such confidential information.

A. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to

Contractor's engagement with the School District (individually a "Creation" and collectively "Creations") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the School District.

B. Contractor shall and does hereby unconditionally and irrevocably assign to the School District any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the School District, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the School District may reasonably require, (i) to apply for, obtain and/or vest in the name of the School District alone (unless the School District otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the School District, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.

11. SURVIVAL. Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

12. MISCELLANEOUS.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the School District, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.

B. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

C. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the School District.

E. Notices. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the

parties at the addresses first set forth herein, or at such other address as either party may designate in writing. All notices hereunder shall be deemed delivered when received by the party to whom it was sent.

F. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.

G. Headings. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.

H. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

I. Budget Approval. The School District obligation hereunder is subject to approval by its Sponsor of the annual budget. The School District covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The School District does not guarantee approval of the budget.

J. Conflicts. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth above.

SCHOOL DISTRICT:

MILLVILLE AREA SCHOOL DISTRICT

By: _____

Title: _____

CONTRACTOR:
