

BLUE MOUNTAIN SCHOOL DISTRICT
RFP- PHOTOGRAPHY SERVICES

GENERAL INSTRUCTIONS

Purpose

Blue Mountain School District is soliciting proposals from interested companies to provide photography services for the Blue Mountain School District, as detailed in succeeding sections of this Request-For-Proposal (RFP). Vendors are required to review and abide by all terms of the RFP.

It is anticipated the period of the contract will begin on July 1, 2024, and will be a one-year agreement, with four (4) one-year renewal options.

Scope

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.

Background

Blue Mountain School District has an enrollment of approximately 2,500 students. The District, consists of two elementary schools (grades Kindergarten through 5th), one middle school building (grades 6th through 8th), and one high school building (grades 9th through 12th).

Type of Agreement

The amount of the agreement should be inclusive of all anticipated work and expenses. Negotiations will be undertaken with the successful vendor who meets the requirements and is qualified, responsible, and capable of performing the work. Cost is important, but not the sole criteria for final selection. A written agreement between the Blue Mountain School District and the selected photography company shall dictate the agreement and everything included in this RFP shall be part of the final agreement.

Clarification

Clarifying questions may be directed in writing to Amy Tomalavage, Business Manager (amtomalavage@bmsd.org) or via phone at (570) 366-6580. All questions and answers will be distributed via email to all known responding firms.

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Rejection of Proposals

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

Incurring Costs

The Blue Mountain School District is not liable for any costs incurred by any vendor prior to the issuance of a fully executed agreement.

Oral Presentation/Interview

Companies may be required to make an oral presentation or be interviewed. Such presentations or interviews provide an opportunity for the vendor to clarify the proposal and to ensure mutual understanding of the requirements.

Vendor Responsibilities

It is the obligation of each vendor to examine instructions, requirements, and specifications before submitting a proposal. Submission of a proposal shall be proof that such examinations have been made and that each vendor has completed his/her own investigation and has become thoroughly familiar with the requirements.

Blue Mountain School District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the contractor. Vendors will be required to assume responsibility for packaged service offered in the proposal.

It is NOT allowable for the awarded vendor to subcontract out any of the photography jobs for Blue Mountain School District.

It is the vendor's responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements.

Disclosure of Proposal Contents

All information provided in the proposals will be the property of the Blue Mountain School District. All other material submitted becomes the property of the Blue Mountain School District. At the discretion of the Blue Mountain School District, proposals submitted may be reviewed and evaluated by any person other than competing bidders. The Blue Mountain School District has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

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Criteria for Selection

Blue Mountain School District will select the proposal that most closely meets the requirement of the RFP and satisfies the needs of the School District.

The following criteria shall be used in making the selection:

1. Company Qualifications – the extent to which the company demonstrates the ability to meet all requirements.
2. Pricing – while cost is an essential element in choosing a company, it will not be the sole deciding factor in awarding this contract.
3. Working Relations – the selected vendor must be flexible to meet the changing academic and athletic schedules and be able to accommodate the needs of the Yearbook staff.
4. Technology – the selected vendor must show abilities and willingness to work with digital photography technology and support the school’s efforts in this area.

Vendor approval will be based upon, but not limited to the following criteria:

- Service
- Product Quality
- References
- Cost
- Overall Value

Terms of Agreement

It is anticipated the period of the contract will begin on July 1, 2024, and will be a one-year agreement, with four (4) one-year renewal options. Based upon satisfactory performance of the vendor, as determined by the District, the Business Manager shall notify the vendor, in writing, by March 1st of each year whether the District wishes to extend the agreement.

Termination of this agreement may occur if, through any cause, the vendor fails to fulfill in a timely manner any obligation under this agreement. Notice of intent to terminate this agreement must occur at least thirty (30) days prior to the effective date of such termination. In addition, this agreement may be cancelled if the termination is mutually acceptable to both parties.

The District makes no guarantee as to actual quantities or the volume of purchases to be made under this bid, nor does it promise that all student purchases made during this period will be from the awarded vendor. Student sales are the sole source of vendor compensation regarding this proposal.

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Insurance Requirements

Vendor awarded agreement shall present a certificate of insurance with the following coverage in place, within 30 days of notification of the contract. Vendor shall be required to maintain public liability, primarily bodily injury and property damage insurance having minimum limits of \$1,000,000 for one person and \$2,000,000 per occurrence covering any person or persons who sustain any damage by reason of death or injury as a result of the operations of Vendor employees and Vendor vehicles. Insurance certificates shall be issued by the insurance company as evidence that such insurance is in effect and shall be filed with the Business Office for the District. Vendor shall not cancel this coverage at any point during the contract period.

Confidentiality/Safeguarding of Information

The vendor shall not use or disclose any information concerning Blue Mountain School District, or information considered classified as confidential, for any purpose not directly connected with the administration of this agreement, except with the prior written consent of the Blue Mountain School District, or as required by law, during the term of this agreement and beyond.

Contractor Employees- Access to Children

The vendor and their employees shall obtain the following required background check reports prior to commencement of agreement:

1. Pennsylvania Criminal Record Check, Act 34
2. Pennsylvania Child Abuse History Clearance, Act 151
3. Federal Bureau of Investigations (FBI) Criminal Background Check, Act 114
4. Arrest/Conviction Report and Certification Form, Act 24

Please note: In order for the District to review original federal CHRI online, the vendor should provide the school with a list of employee names and their respective Registration IDs. This information should be provided to the Business Office within 30 days of the notification of the contract. If any new employees are added to the workforce during the course of the work, the above information must be provided to the District prior to the employee arriving on school district property. All costs for the background checks shall be borne by the vendor. The District will notify the vendor in writing if the decision not to employ the vendor or the vendor's employee(s) is based in whole or in part on criminal history record information.

The vendor shall be required to provide each of their employees working at the District with a picture identification badge (to be worn at all times while on school district property). All employees shall sign in at their respective offices upon arrival.

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Hold Harmless

The vendor shall indemnify and hold harmless the District, its officers, agents and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred through this RFP and Agreement.

Response Date

The proposal must be received at the Business Office, Blue Mountain School District, 685 Red Dale Road, Orwigsburg, PA 17961, by no later than May 31, 2024, **by 10:00 AM, prevailing time.** Companies mailing proposals should allow sufficient delivery time to ensure the timely receipt of their proposals. All responsive RFP's should be clearly marked "2024 Photographer" RFP.

Information to be included in Submitted Proposal

1. **TITLE PAGE:** Name of company submitting the proposal.
2. **TABLE OF CONTENTS:** Include a clear identification of the material being submitted.
3. **COMPANY RESUME/BROCHURE:** Information regarding the company submitting the proposal.
4. **MINIMUM ELIGIBILITY REQUIREMENT STATEMENT:** In order to be considered for this contract, the vendor shall provide a statement that your company has been in the business of school photography for a minimum of three years.
5. **REFERENCES:** Provide a list of three (3) school district references for which your company has provided school pictures during the last three years. Include the name and telephone number for a current administrative person from each district. More than one reference from each school is preferred.
6. **SCOPE OF SERVICES PROVIDED:**
 - Make a statement that if awarded your company 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 Blue Mountain School District. This shall specifically include why their partnership with the District shall benefit the students, faculty, staff and school community of the Blue Mountain School District. Please provide no more than three (3) typed pages.
 - Describe in detail the procedures which will be used by your company to take pictures in a manner that will cause the least amount of disruption to the students and the school. Include the number of cameras, procedures for identifying students, etc. This will ultimately be decided upon by District administration.
 - Make a statement that, upon award, a flyer which describes the picture packages to be offered students will be provided to the district office.
 - Describe your company's re-take policy.

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- Make a statement that the vendor shall have a local representative handle or manage all aspects of the account.
 - Describe any additional services which will be provided at no charge to the district.
 - Describe your company’s money-back policy if not satisfied.
7. PROPOSAL PRICING SHEETS: State your company’s prices. Prices submitted shall include any applicable taxes, shipping, handling, and delivery of school pictures.
8. SAMPLES: Student individual photo package samples.
9. PROPOSAL FORM: included herein (must be signed)
10. NON-COLLUSION AFFADAVIT: included herein (must be signed and notarized)

Submission of Proposal

To be considered, each vendor shall submit an original and two (2) copies of each proposal to the district. 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 sixty (60) days from the submission date. Moreover, the contents of the proposal submitted by the successful bidder, if entered into, will become a contractual obligation and be included as a supplement to the contract. Proposals must be typewritten or written legibly in ink. Unsigned proposals will not be considered.

ENVELOPES MUST BE SEALED AND MARKED PHOTOGRAPHY BID

Estimated Time Schedule (TENTATIVE)

May 3, 2024	Distribute Request for Proposal
May 31, 2024	Proposal Due by 10:00 AM
Week of June 20, 2024	Interviews with potential vendors
June 27, 2024	Proposal Awarded
July 1, 2024	Contract Effective

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 Blue Mountain 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.

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Photography Services Specifications

1. These specifications apply to the initial 2024-2025 school year and will remain unchanged unless directed by Blue Mountain School District administration in optional contract years.
2. The successful vendor shall size ALL photographs for the color section of the yearbook.
3. Vendor shall be available to meet with yearbook advisor at least 1 time every month, not including sitting down in the summer to arrange dates for clubs and activities, and sports team and candid pictures. Vendor shall provide pictures within the week they were taken.
4. All digital photos shall be provided in file format of high quality raw data or high quality JPEG format placed on a DVD or preferable shared using Google Drive. All student photographs for school day pictures shall be in the JPEG format and allow for the picture file name to be the student number of ID number. The vendor shall also provide a digital cross reference format in database format. This information will be provided to the photographer before the school picture day to ensure that each digital file can be loaded properly in the Student Information Management System.
 - a. Examples of file format with cross reference shall be:
 - 0123456.jpg 0123456 John Doe
 - 0123455.jpg 0123455 Jane Doe
 - b. Cross Reference Sheet – File format shall be in excel or comma delimited format (xls, cvs)
 - c. The Student Information Management System used by the School District for digital photo format are as follows, but not limited to, Powerschool, Quicklunch, Follet Destiny.
 - d. All file formats shall be provided in clean JPEG format and be set to a minimum of 200x300 pixels for the Student Information Systems.
 - e. All digital formats shall be taken at a minimum of 10 megapixels.
5. The vendor shall give an educational presentation annually to the yearbook staff and student photographers, about taking good pictures, on a date mutually acceptable to the yearbook advisor and staff and the vendor.
6. The successful vendor shall provide an unlimited amount of pre-addressed mailing envelopes to the yearbook staff (if necessary).
7. The successful vendor may keep any profit made on sales of other packages for sports, activity photos, graduation, prom and other events. The proposal shall include a listing of specific packages available to students to purchase and the price of those packages. The prices and packages are to include senior portraits, sports, activities, Homecoming, graduation, Prom, and other activity packages as well. A low cost package shall be available in all categories and should be detailed in your proposal. This is where the Blue Mountain School District shall determine the value of your proposal, on behalf of our parents, who will be purchasing these packages.

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8. The successful vendor shall coordinate arrangements with the administration, activity advisors, yearbook staff, etc. for the time and place that pictures will be taken.
9. The successful vendor shall work in cooperation with the administration, yearbook staff, activity advisors and other district personnel and organizations. Failure to comply may result in termination of the contract.
10. In the event of an error related to yearbook photography, both parties will be mutually responsible for arriving at an acceptable solution.
11. The photographer selected will have the “Exclusive Rights” to perform the photography that is part of this contract during the contract period. The photographer shall have the right to enforce this exclusive right.

SPECIFIC REQUIREMENTS FOR STUDENT PICTURE PROGRAMS

A. GROUP/INDIVIDUAL PHOTOS FOR YEARBOOK/PROGRAMS

1. Vendor shall agree to provide, at no charge, individual/group photos for all sports programs. These photos will be taken during the appropriate seasons as noted below:

Fall Sports (August –November)

- Football
- Cheerleading
- Varsity Boys Soccer
- Varsity Girls Soccer
- Golf
- Cross Country
- Volleyball
- Girls Tennis
- Marching Band.

Winter Sports (December – March)

- Boys Basketball
- Girls Basketball
- Swimming
- Wrestling

Spring Sports (March – May)

- Girls Track
- Boys Track
- Softball
- Baseball
- Tennis

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2. Vendor shall agree to attend at least 2 Varsity and one junior high sporting event in each varsity and junior high sport to take action shots at no charge for the yearbook. ALL high school events need action shots. We do 3 media days at the beginning of each season to take team photos and captains photos in order to prevent delay or disruption during sporting events. This will be on days determined by the yearbook adviser and athletic director.

2. Vendor shall agree to provide the following portrait services for the School Wall of Fame at no charge to the district. These photos will be framed and labeled to match the current Wall of Fame photos at Blue Mountain High School.

- TEAM PHOTOS – Teams will be entered on the Wall of Fame if winning a district title (20x30) or winning a state title (30x40).
- INDIVIDUAL PHOTOS – An individual participating in athletics will be entered on the Wall of Fame (11x14) by being selected 1st Team All State, winning an individual state title or state record holder. Students can also obtain Wall of Fame status by placing 1st in the state or 1st in the nation in an academic competition or being named all state by an academic oriented organization.

3. Vendor shall agree to attend and provide, at no charge, to take individual, group and action photos at various extracurricular, club and group activities as follows:

<u>Activity</u>	<u>Timeline</u>
• Fall Fest	September
• Homecoming (Court in School, Game and Dance)	October
• Play/Musical	November
• Activities Group Portrait Day	February
• National Honors Society Induction Ceremony	April
• Chorus, Band and Orchestra Concerts	December & May
• Junior High Musical (Cast photos and Candid Photos)	January
• Musical (Cast Photos and Candid Photos)	March
• Prom	May
• Baccalaureate	May
• Graduation (Candid and Individual Photos)	June

4. Vendor shall provide, at no charge, additional pictures of students and programs not specifically covered in the above areas that may arise throughout the course of the year as arranged by Yearbook Advisor and/or Building Principals.

B. PACKAGES FOR SENIOR PORTRAITS

1. A list of names and addresses will be provided of all seniors to the vendor.

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2. Vendor shall schedule photographs of all seniors at no cost to students. The vendor shall agree to provide Blue Mountain School District with one color photo of each senior with retouching included at no charge for yearbook purposes on DVD or via shared Google Drive.
3. Provide a list of prices of senior portrait package options. 4x5 proofs 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.
4. Students may elect to purchase portrait packages. Be advised that seniors may purchase picture packages from any photographer that they choose.
5. We recommend a traditional background with a traditional pose for yearbook purposes.
6. The yearbook photo shall conform to school district requirements for proper attire and pose (see requirements for Senior Portraits – next section).
7. No sitting fee may be charged for yearbook poses only.

C. REQUIREMENTS FOR SENIOR YEARBOOK POSE

1. The yearbook pose shall be a head and shoulders pose, just above the waist with a “traditional” gray or light color background.
2. Males shall wear a dress shirt, tie and suit coat. Girls should be provided with a “Sunday best” drape (a black cloth provided by the photographer that clasps in the back).
3. Close-up shots, poses with hands by the face, looking back over the shoulder pose, outside shots, poses with props such as athletic attire or gear, pets, etc. are not permitted for the yearbook pose.

D. FACULTY PHOTOS

1. Vendor shall agree to provide formal faculty photos each year.
2. All digital photos shall be provided in file format of high quality raw data or high quality JPEG format placed on a DVD or preferable shared using Google Drive.

E. SCHOOL PICTURES – GRADES K-12

1. Vendor shall agree to photograph all students and staff in Grades K-12 in early fall. A mutually agreed upon delivery date of photo packages to families needs to be established with District administration.

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2. Vendor shall provide an example of packages with pricelists for student pictures. At least four package options shall be available to parents. A low-cost package shall be available.
3. The proposal shall contain the option by the School District to have Photo ID photographs taken for all students and staff of the District. The School District will place the provided photographs into security identification badges provided by the School District.
4. All photos are to be guaranteed unconditionally. The parents may reject any or all photos which they feel are of poor quality, and it shall be the Vendor's responsibility for retakes at no additional cost. All refunds are to be handled through the Vendor, who shall provide forms to be filled out by parents.
5. The vendor shall collect all monies for photos at the time pictures are taken. Payment envelopes will be provided by the vendor at the time the pictures are taken. All accounting and recording of the student package selection is to be performed by the photographer. At least one trained person should accompany each photographer to assist with record keeping and to check the student before his/her portrait is made to make sure that each one is properly groomed, and the background is complimentary to skin and hair tones before his/her photo is taken.

**Blue Mountain School District
Orwigsburg, Pennsylvania**

**Response to Request for Proposal
Photography Services**

May 31, 2024, 10:00 AM

Vendor Proposals:

Vendor proposals shall be accompanied by this sheet. The contract will be awarded based on quality, service and price. The district reserves the right to accept or reject any and all proposals submitted, 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 and service personnel. Price will not be the sole deciding factor in awarding this contract.

The vendor shall clearly respond to each item in the specifications with a statement of compliance or alternative in the event compliance cannot be made. The vendor shall clearly indicate the rebate amount, if any, in the proposal.

References may be provided on a separate sheet but shall accompany the proposal.

The following shall be provided – please type or print legibly all information except signature:

Vendor Name: _____

Address: _____

City, State, Zip _____

Phone: _____

Fax: _____

E-mail: _____

Web Site (if available): _____

Signature of authorized individual _____

Name (printed) _____

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INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S. SS 1161 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
2. This Non-Collusion Affidavit shall be executed by the member, officer or employee of the provider 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 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 provider 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 shall 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 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 completion.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

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NON-COLLUSION AFFIDAVIT

State of _____: Contract/Proposal Title: _____
s.s.
County of _____:

I state that I am _____ of _____
(Title-print) (Name of my firm-print)

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, provider or potential provider.
- (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 provider or potential provider, and they shall not be disclosed before proposal opening.
- (3) No attempt has been made or shall be made to induce any firm or person to refrain from making a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (5) _____, its affiliates, 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 on any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract, except as follows:

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I state that _____ understands and
(Name of my firm- print)

acknowledges that the above representation are material and important, and will be relied on by Blue Mountain School District 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 Blue Mountain School District of the true facts relating to the submission of proposal for this contract.

(Signature – Date)

(Print name and company position)

Sworn to and subscribed before me
This _____ day of _____, _____.

Notary Public

My commission expires:

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VENDOR PROFESSIONAL REFERENCES

A minimum of 3 references are required. Provide a list of three (3) school district references for which your company has provided school pictures during the last three 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.

Reference #1:

School Name: _____

Term of Contract: _____

Contact Name and Title: _____

Phone Number: _____

Contact Name and Title: _____

Phone Number: _____

Reference #2:

School Name: _____

Term of Contract: _____

Contact Name and Title: _____

Phone Number: _____

Contact Name and Title: _____

Phone Number: _____

Reference #3:

School Name: _____

Term of Contract: _____

Contact Name and Title: _____

Phone Number: _____

Contact Name and Title: _____

Phone Number: _____