

**RINGGOLD SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS**

**PHOTOGRAPHY SERVICES**

**400 Main Street  
New Eagle, PA 15067**

**(724) 258-9329**

**Ringgold School District  
Request for Proposal  
Photography Services – All Schools**

**Instructions and General Conditions**

**Purpose**

Ringgold School District, New Eagle, Washington County, Pennsylvania will receive bids for **Photography Services for both Elementary and Secondary Schools within the Ringgold School District**, as detailed in succeeding sections of this Request-For-Proposal. The year of service is for 2021-22 and may be renewed by mutual agreement for up to two additional one-year period(s).

**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 Specifications” details the services and products to be provided under this RFP and subsequent agreement.

**Background**

Ringgold School District’s current enrollment is approximately 2,800 students.

**Type of Agreement**

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

**Clarification**

The purpose of consultation is to clarify any points in the RFP. If it becomes necessary to revise any part of these instructions, an amendment will be issued to all who received the basic application package. Clarification on terms and conditions are available from the Director of Finance, Kimberley Moore, via e-mail ([kmoore@ringgold.org](mailto:kmoore@ringgold.org)) or via phone at (724) 258-9329 x1128.

## **Acceptance or Rejection of Proposals**

The Ringgold School District reserves the right, in its discretion, to reject any or all proposals received as a result of this request, or to negotiate separately with competing applicants. The Ringgold School District reserves the right to not award a purchase order as a result of this announcement if it does not receive proposals which it judges as adequately and reasonably addressing requirements. The School District shall execute an acceptance of the successful bidder's proposal and an award of the contract as hereinafter provided, if the successful bidder has met the insurance requirements herein specified.

Contracts shall be accepted and awarded only after approved by the School Board, by execution of a Standard Form of Agreement signed by a representative of the School District and the successful bidder, upon furnishing of the required bonds (and insurance certificates, where required) by the successful bidder in satisfactory form as specified herein. Any prior notifications of Intent to Award a contract shall not operate as an acceptance.

## **Incurring Costs**

The Ringgold School District is not liable for any costs incurred by any vendor prior to a contract awarded, completely executed in writing by duly authorized officers of the District, and the issuance of a fully executed purchase order.

## **Response Date**

The proposal must be received at the Business Office, Ringgold School District, 400 Main Street, New Eagle, PA 15067, no later than **Monday, August 9, 2021 by 11:00 am, prevailing time**. Companies mailing proposals should allow sufficient delivery time to ensure for the timely receipt of their proposals. Faxed or emailed proposals will **not** be considered.

## **Proposals**

To be considered, each vendor must submit an original and ten (10) copies of each proposal to the district. No other distribution of the proposal is to be made by the vendor. An official who is authorized to bind the vendor to its proposal must sign the proposal. For this Request for Proposal, the proposal must remain valid for at least ninety (90) 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 purchase order. **ENVELOPES MUST BE SEALED AND MARKED "PHOTOGRAPHY BID"**.

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

- Legal name and mailing address of the applicant.

- Name, title, mailing address and telephone number of the person responsible for approving and submitting the information provided.
- Complete and concise responses to all items.

### **Oral Presentation/Interview**

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

### **Vendor Responsibilities**

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

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

### **Disclosure of Proposal Contents**

All information provided in proposals will be the property of the Ringgold School District. All other material submitted becomes the property of the Ringgold School District. At the discretion of the Ringgold School District, proposals submitted may be reviewed and evaluated by any person other than competing bidders. The Ringgold 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.

### **Criteria for Selection**

The Ringgold School District Administration and respective staff will select the proposal that most closely meets the requirements of the RFP and satisfies the needs the District and present to the Board of School Directors for final approval.

The following criteria will be used in making the selection:

1. Company Qualifications

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

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 changing academic schedules and be able to accommodate the needs of the individual schools,

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.

**Term of Agreement**

It is anticipated the period of commitment will begin on or about August 1, 2021-June 30, 2022. This agreement may be renewed by mutual agreement for up to two additional one-year period(s).

**Termination of Agreement**

Termination of this agreement may occur with or without any cause upon sixty (60) days prior written notice.

**General Bid Requirements**

*Clearances*

All contractors are advised that the school district will require employee background checks in accordance with Ringgold School District's Board Policy 818 and the requirements of Act 34 of 1985, Act 151, and Act 114 of 2016.

*Default*

In any event any property or service to be furnished by the vendor under a contract or purchase order should for any reason not conform to the specifications contained therein and to the sample submitted by the vendor with the proposal, the Ringgold School District may reject such property or service. In such event, upon receipt of specific instructions from the Director of Finance, vendor shall immediately remove any rejected property without expense to the Ringgold School District and replace it with such property as conforms to the specifications and samples and/or provide additional or alternative property as conforms to the specifications and samples.

Should the vendor default in the performance of the foregoing paragraph, the School District may procure such property or services from other sources in any manner provided by law and shall have the absolute right to deduct from any monies due to the vendor, or that may thereafter come due to the vendor, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by the Ringgold School District in such event shall be the prevailing market price at the time the substitute purchase is made or in the event that it is necessary to seek bids for such property or service, the amount of the successful proposal.

***Job Experience and References***

Vendors must provide the District with customer references for all PA School Districts in which the vendor has served.

***Insurance***

The successful bidder will be required to acquire and maintain during the life of this contract adequate Worker’s Compensation Insurance and Public Liability and Property Damage Insurance as follows:

Worker’s Compensation Insurance coverage shall be statutory as regulated by Pennsylvania Law. Employer’s Liability minimum limits of coverage shall be:

- \$100,000 for each accident (bodily injury)
- \$500,000 policy limit (bodily injury by defense)
- \$100,000 each employee (bodily injury by disease)

All other insurance coverage shall either meet or exceed the following limits:

- General Liability: General Aggregate \$2,000,000
- Products – Comp/OP. Agg \$1,000,000
- Bodily Injury - \$1,000,000
- Property Damage - \$1,000,000
- Automobile Liability: Combined Single Limit - \$1,000,000
- Excess Liability - \$2,000,000

The Owner will provide builder’s risk insurance to successful bidder.

***Non-Collusion Affidavit***

The enclosed Non-Collusion Affidavit **must** be signed, notarized and submitted with the proposal. Failure to provide a completed and notarized affidavit may be grounds for disqualification of the proposal.

*Other*

The enclosed Proposal **must** be signed, fully completed (legibly) and submitted with the proposal. Failure to provide a completed and notarized affidavit may be grounds for disqualification of the proposal.

Payment will be processed upon satisfactory receipt of documentation and invoice.

All contracts will be entered into under and subject to the provisions of the Public School Code of 1949 of the Commonwealth of Pennsylvania, approved March 10, 1949, P.L. 30 and its supplements and amendments, and the successful contractor agrees to satisfy the Board concerning all of the requirements of the laws of Pennsylvania outlined above.

All applicable laws shall be deemed to be part of this proposal and specifications and the contract shall be read and enforced as though they were included.

## **Photography Services Specifications**

### **Foreword**

The Administration of the Ringgold School District is seeking proposals from photography companies, asking the selected vendor to provide the following photography services for the period requested. The goal of the District is to achieve a combination of minimal fees and maximum convenience and quality of photographs to our students. The following services must be provided at a minimum. The responding photography service contractor may offer to provide additional useful services to the Ringgold School District. Any other service(s) which the contractor would want to offer the District for the length of the agreement may be provided supplementary to the proposal and clearly marked as such. Fees for any other additional services should be itemized separately in your proposal.

### **Fall Pictures (All buildings – Elementary and Secondary Schools)**

1. Preprinted sales flyers are to be provided by the contractor.
2. Every child is to be photographed; regardless of portrait package purchase.
3. A minimum of three (3) portrait picture packages should be made available to all students. At least one (1) portrait picture package should be priced available to families of lower socio-economic status. Portrait packages and pricing for school years 2021-2022, 2022-2023, and 2023-2024.
4. Provide a picture including all students and teacher for each homeroom in each of the elementary schools. This homeroom photo should include the students' names. Provide pricing for this item also in proposal for families and pricing should take into consideration families of lower socio-economic status.
5. Provide a complimentary picture of the entire fourth grade class in each elementary school to the District.
6. Fall pictures are administered on a pre-pay basis.
7. Contractor should provide enough photographers to complete services in one day per building. A listing of all school buildings and approximate enrollment is attached.
8. Fall pictures should be completed and distributed to students within 45 days after the first (1<sup>st</sup>) day of school.
9. A make-up day shall be required. The make-up day should be scheduled after the distribution of fall pictures.

### **Student Identification Badges (All Buildings – Elementary and Secondary Schools)**

1. Two (2) sets of complimentary colored student identification cards should be provided for all students. These identification cards should contain the student's photograph, student's name, building name, grade level, school year and up to 14-digit barcode.
2. Provide list of all bar code systems your ID cards are compatible with.

3. The District is requesting thick, hard plastic (credit card like) material for the ID cards. Provide list of different materials on which you can print ID cards.

### **Senior Class Pictures/Yearbook Portrait**

1. Proposals should include photography services for senior class pictures. These pictures will be utilized in the yearbook and should be provided free of charge. Pricing for senior class pictures for school years 2021-2022, 2022-2023, and 2023-2024 should be provided.
2. Preprinted sales flyers are to be provided by the contractor.

### **Commission**

1. The commission structure for school years 2021-2022, 2022-2023, and 2023-2024 should be provided.
2. The timeframe for payment remittance of commissions should be included within the proposal.

### **Other**

1. Complimentary portrait package should be available for teachers and staff members.
2. Each January, photograph the Board of School Directors as a group and individually. Complimentary portrait package should be available to the Board of School Directors.
3. Each August (1<sup>st</sup> Teacher Day), photograph the entire staff in two groups (elementary and secondary). Portrait should include the school year and names of staff members appear in the picture. Complimentary portrait should be available to all staff.
4. The contractor must provide the District an electronic format of all pictures taken; including students and staff. The preferred format is .JPEG. These pictures will be utilized for cafeteria account identification, library circulation system, student information system, and email system. The name of the image/picture must include the student's name and student's ID number.
5. Two (2) complimentary school banners for each school to be provided by contractor as determined by the school building principals.
6. Provide complimentary comb to all students.
7. Twenty-four (24) hour response time for special circumstances.
8. Neither the school buildings nor the Ringgold School District should be involved with the collection of NSF checks, unpaid or returned photography services, etc.
9. Proposals should include a pricing schedule for any additional photography services as deemed necessary by the District.
10. Include studio address and telephone number on picture packet for parents to utilize to contact your studio if they have questions or complaints about the picture packet and receive a response in 48 hours or less.

11. Contractor is not permitted to sell pictures to other organizations without School District approval.
12. Booster clubs and any other school related group are not required to utilize the selected District photographer.

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**Proposal Form**

Vendor proposals must be accompanied by this form. The contract will be awarded on the basis of quality, service and price. The Ringgold School District Board of School Directors reserve the right to accept or reject any and all proposals submitted, reject any or all items within the proposal as it desires, to waive any irregularities of technicalities in any approval, and to make the aware 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.

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

References may be provided on a separate sheet, but **must** accompany the proposal.

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

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

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

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

City, State, ZIP: \_\_\_\_\_

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

Fax: \_\_\_\_\_

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

Web Site (if available): \_\_\_\_\_

We, the undersigned, hereby propose and agree to finish the Ringgold School District Board of School Directors, of Washington County, Pennsylvania, whose offices are at 400 Main Street, New Eagle, PA, any or all services that have been proposed on the attached pages.

This proposal is subject to all the terms of the specifications, and proposal instructions and general conditions herewith printed, and we hereby agree to furnish such services as may be awarded to us.

Signature of authorized individual: \_\_\_\_\_

Name (printed): \_\_\_\_\_

**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. 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 bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connections 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 bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid 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 bid.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ : Contract/Bid 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 bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor. Bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid 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 bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers,  
(Name of my firm-print)  
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 bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of my firm-print)

the above representation are material and important, and will be relied on by Ringgold School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Ringgold School District of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Signature – Date)

\_\_\_\_\_  
(Print name and company position)

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires:

\_\_\_\_\_