SALT LAKE CITY SCHOOL DISTRICT
Your Best Choice

Contract # **TH1833-SP18**

SALT LAKE CITY SCHOOL DISTRICT CONTRACT

1. CONTRACTING PARTIES: This contract is between the Salt Lake City School District:
Department Name: All District Schools Department Location Code: (varies), and the following Contractor:

Lifetouch National School Studios Inc.
Name

462 W. 9400 S.
Address

Sandy UT 84070
City State Zip

Contact Person: Rob Lund Phone # 801-633-1858 Email: rlund@lifetouch.com
Vendor# V003577 Commodity Code # 1160

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- X For-Profit Corporation
- ☐
- ☐ Partnership
- ☐ Government Agency

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: School Picture Services for district schools and Participating Utah school districts through EdPAC.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on BusinessPLUS Requisition # _____ FY____, Solicitation # RFP TH1833-SP18, and/or other method:

4. CONTRACT PERIOD: Effective Date: April 13, 2018 Termination Date: April 01, 2023 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): No renewals.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $_____ for costs authorized by this contract. Prompt Payment Discount (if any): _____. Additional information regarding costs: Price Lists and Revenue per Attachment C

6. ATTACHMENT A: District Standard Terms and Conditions for ☐ Goods, ☐ Services, or ☐ X Goods and Services
ATTACHMENT B: Scope of Work – RFP# TH1833-SP18
ATTACHMENT C: Cost/Revenue Proposal Form
ATTACHMENT D: List of EdPAC School Districts
ATTACHMENT E: Participating Addendum for EdPAC School Districts
ATTACHMENT F: Data Sharing Agreement
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. State of Utah Procurement Code, Procurement Rules, Board of Education Policies, and Contractor's response to Solicitation #TH1833-SP18 dated March 01, 2018.

8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 4/10/2018

Robert Lund — Territory manager
Type or Print Name and Title

SALT LAKE CITY SCHOOL DISTRICT

District Business Administrator (or designee) — Date: 4/30/18

Director, Purchasing Department (or designee) — Date: 4/19/18

Tonya Hodges	801-578-8261	801-974-8375	Tonya.hodges@slcschools.org
District Contact Person	Telephone Number	Fax Number	Email

ATTACHMENT A: SALT LAKE CITY SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The District reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
   c) "**Contract Signature Page(s)**" means the Contract cover page(s) that the District and Contractor signed.
   d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   e) **"District"** means the Salt Lake City School District.
   f) **"Procurement Item"** means a supply, a service, construction, or technology that Contractor is required to deliver to the District under this Contract.
   g) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the District's Solicitation.
   h) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   i) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   j) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **DRUG-FREE WORKPLACE:** Contractor agrees to abide by the District's drug-free workplace policies while on the District's premises. The District will provide Contractor with a copy of these written drug-free workplace policies upon request.

4. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the District, Contractor agrees to follow and enforce the District's applicable code of conduct.

5. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

6. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the District to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, District staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

7. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

8. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
   a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

9. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the District, unless disclosure has been made to the District.

10. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the District.

11. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will

provide the Procurement Item(s) to the District under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

12. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the District and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the District. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of the District.

13. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

14. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.

15. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

16. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The District and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

    On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the District be liable to the Contractor for compensation for any Good neither requested nor accepted by the District. In no event shall the District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the District for any damages or claims arising under this Contract.

17. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the District's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, the District will reimburse Contractor for the Procurement Item(s) properly ordered and/or Services properly performed until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

18. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the District's funds and used in the exercise of the District's essential functions as a State of Utah entity. Upon request, the District will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the District's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

19. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the District under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

    Remedies available to the District under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the District within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the District may otherwise have under this Contract.

20. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the District within thirty (30) days of contract award. Contractor must add the District as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate

termination of this Contract.

21. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

22. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the District and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the District Purchasing Department, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The District and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

23. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the District, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

24. **ACCEPTANCE AND REJECTION:** The District shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the District.

    If Contractor delivers nonconforming Procurement Item(s), the District may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the District to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

25. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the District. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the District will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The District has the right to adjust or return any invoice reflecting incorrect pricing.

26. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the District's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the District, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the District within ten (10) business days of receipt of final payment, shall release the District and the State of Utah from all claims and all liability to the Contractor. The District's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the District or the State of Utah may have against Contractor. The District will not allow the Contractor to charge end users electronic payment fees of any kind.

27. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the District and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the District or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

28. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The District and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the District.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the District.

30. **REMEDIES:** Any of the following events will constitute cause for the District to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The District may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the District or the State of Utah; or (v) demand a full refund of any payment that the District has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The District may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the District of any potential or actual misuse or misappropriation of Confidential Information.

    Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the District and the State of Utah, including anyone for whom the District or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

    Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the District or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the District for written approval all advertising and publicity matters relating to this Contract. It is within the District's sole discretion whether to grant approval. Any approval must be in writing.

34. **WORK ON DISTRICT PREMISES**: Contractor shall ensure that personnel working on District premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The District may remove any individual for a violation hereunder.

35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the District to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the District.

37. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.

41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The District, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the District appoints such an expert or panel, District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the District's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the District or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

45. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised December 20, 2016

ATTACHMENT B

REQUEST FOR PROPOSALS
SCHOOL PICTURE SERVICES FOR SALT LAKE CITY SCHOOL DISTRICT AND PARTICIPATING ENTITIES
Solicitation # TH1833-SP18

This Request for Proposals ("RFP"), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested Offerors with sufficient basic information to submit proposals. It is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability. This RFP is issued in accordance with State of Utah Procurement Code, Utah Code Annotated (UCA) Chapter 63G-6a, and applicable Rules found in the Utah Administrative Code (UAC). If any provision of this RFP conflicts with the UCA or UAC, the UCA or UAC will take precedence.

PART 1: OVERVIEW AND INSTRUCTIONS

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

This solicitation is being conducted by Salt Lake City School District (SLCSD) on behalf of the EDPAC (Utah State Education Purchasing Advisory Committee) Cooperative Purchasing Organization. The purpose of this RFP is to establish a cooperative annual contract to provide school picture services with more favorable terms to participating school districts. Participating School District schools schedule one or more school picture days, make up days, or special occasion photo days per school year.

As required by Utah State Procurement Code 63G-6a-2705, in order to participate in any resulting contract, a school district must enter into a "Participating Addendum" (Attachment E). Only the districts listed (Attachment D) shall be eligible to use school picture services under this contract; however, it does not obligate them to make any purchases under the resulting contract.

1.2 ISSUING PROCUREMENT UNIT, CONDUCTING PROCUREMENT UNIT, AND RFP SOLICITATION NUMBER

The Salt Lake City School District is both the Issuing Procurement Unit and the Conducting Procurement Unit for this RFP and all subsequent addenda relating to it. The reference number for this RFP is Solicitation # TH1833-SP18. This number must be referred to on all proposals, correspondence, and documentation relating to this RFP.

1.4 QUESTION AND ANSWER PERIOD

All questions ***MUST*** be submitted through BidSync (www.bidsync.com) during the designated time for questions ("Q&A period") listed on Bidsync. Questions submitted through any other channel will not be answered. Questions may be answered in the order that they are submitted or may be compiled into one document and answered via an addendum. Answers disseminated by SLCSD through the BidSync system shall serve as the official and binding position of SLCSD and will constitute an addendum to this RFP.

Questions, exceptions, or notification to SLCSD of any ambiguity, inconsistency, excessively restrictive requirement, or error in this RFP, MUST be submitted as a question through BidSync during the Q&A period.

Questions may be answered individually or may be compiled into one document. Questions may also be answered via

addenda. An answered question or addenda may modify the specification or requirements of this RFP. Answered questions and addendums will be posted on BidSync. Offerors should periodically check BidSync for answered questions and addendums before the closing date. It is the responsibility of the Offerors to submit their proposal as required by this RFP, including any requirements contained in an answered question and/or addendum.

Exceptions to the scope of work or other content of the RFP that have not been previously addressed during the active Q&A period of the procurement are not allowed and may result in the Offeror's proposal being considered non-responsive.

1.5 ADDENDUMS

Offerors are encouraged to periodically check BidSync for posted questions, answers and addendums.

Any modification to this procurement will be made by addendum issued by SLCSD Purchasing. Addendums to this RFP may be made for the purpose of making changes to: the scope of work, the schedule, the qualification requirements, the criteria, the weighting, or other requirements of this RFP.

After the due date and time for submitting a proposal to this RFP, at the discretion of the chief procurement officer, addenda to this RFP may be limited to the Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP that likely would have impacted the number of Offerors responding to the original publication of this RFP, in the opinion of the chief procurement officer or head of a procurement unit with independent procurement authority.

Authorized and properly issued addenda shall constitute the official and binding position of SLCSD.

Any response to this RFP which has as its basis any communications or information received from sources other than this RFP or related addenda may be considered non-responsive and be rejected at the sole discretion of SLCSD.

1.6 RESTRICTIONS ON COMMUNICATIONS

From the issue date of this RFP until an Offeror is awarded a contract and the award is published, Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT the SLCSD procurement officer overseeing this RFP. Failure to comply with this requirement may result in disqualification.

1.7 SUBMITTING YOUR PROPOSAL

By submitting a proposal to this RFP, the Offeror acknowledges and agrees that the requirements, scope of work, and evaluation process outlined herein are fair, equitable, understood, and are not unduly restrictive. Any exceptions to the content of this RFP must be addressed within the Q&A period. The Offeror further acknowledges that it has read this RFP, along with any attached or referenced documents, including the General Provisions.

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed.

The cost proposal will be evaluated independently from the technical proposal, and as such, **must** be submitted separate from the technical proposal. Failure to submit cost or pricing/revenue data separately may result in your proposal being judged as non-responsive and ineligible for contract award.

Proposals must be received by the posted due date and time posted on Bidsync ("deadline"). Proposals received after the deadline will be late and ineligible for consideration. Proposals can be submitted electronically, through Bidsync, or by submitting a hard copy to the address provided below.

Electronic submission instructions: When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and to upload proposal documents. The RFP will end at the deadline. If an Offeror is in

the middle of uploading a proposal when the deadline arrives, the system will stop the upload process and the proposal will not be accepted by BidSync, and the attempted submission will be considered late and ineligible for consideration.

Electronic proposals may require uploading of electronic attachments. BidSync will accept a wide variety of document types as attachments. However, SLCSD is unable to view certain documents. Therefore, **DO NOT submit** documents that are **embedded (zip files), movies, wmp, encrypted, or mp3 files.** All documents must be uploaded in BidSync as separate files.

Hard copy submission instructions: The preferred method of submitting your proposal is electronically through BidSync. However, if proposals are submitted in hard copy form they must be in two distinct parts, technical and cost proposal, and shall be delivered at the same time, along with an electronic copy (thumb drive or CD) of both the Technical Proposal and the Cost Proposal. One (1) original and six (one for each member of the evaluation committee) copies of the technical proposal must be submitted and one (1) original Cost Proposal form must be received prior to deadline at the following address:

Salt Lake City School District, Purchasing Department
995 West Beardsley Place
Salt Lake City, Utah 84119

The outside cover of the package containing the technical proposal shall be clearly marked "Solicitation # TH1833-SP18 – Technical Proposal" and include the deadline. The outside cover of the cost proposal form shall be clearly marked "Solicitation # TH1833-SP18 – Price Proposal", and include the closing time posted on Bidsync.

Please allow sufficient time for delivery of hardcopy proposals. Proposals sent overnight, but not received by the deadline time will not be accepted. When submitting a proposal by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means), Offerors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a proposal being late. All proposals received by physical delivery will be date and time stamped by SLCSD.

1.8 CONTRACT AWARD INTENT

It is anticipated this RFP may result in a multiple contract award.

1.9 LENGTH OF CONTRACT

The contract resulting from this RFP will be for a period of five (5) years.

SLCSD reserves the right to review the contract(s) resulting from this RFP on a regular basis regarding performance and cost and may negotiate price during the term of the contract.

This contract does not guarantee any specific purchase volume to any given vendor.

1.10 PRICE GUARANTEE PERIOD

All pricing or offered discounts or school revenue from the school picture services must be guaranteed for the entire term of the contract.

Any adjustment or amendment to the contract will not be effective unless approved by the Purchasing Department. The SLCSD will be given the immediate benefit of any decrease in the market, or allowable discount.

1.11 DISCUSSIONS

Discussions may be conducted with the offerors who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers pursuant to UCA § 63G-6a-707.5, but proposals may be accepted without discussions.

1.12 STANDARD CONTRACT TERMS AND CONDITIONS, EXCEPTIONS, AND NEGOTIATIONS

Any contract(s) resulting from this RFP will include, but not be limited to the Salt Lake City School District Standard Terms and Conditions for Goods and Services (Attachment A).

Exceptions and/or additions to the Standard Terms and Conditions are strongly discouraged. However, Offerors requesting exceptions and/or additions to the Standard Terms and Conditions must be submitted with the proposal.

Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Q&A period regarding the Standard Terms and Conditions.

SLCSD may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the procurement unit.

In a multiple award, SLCSD reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

If negotiations are required, Offeror must provide all documents in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatorily required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). SLCSD, at its sole discretion, will determine when contract terms and conditions negotiations become unproductive and will result in termination of award to that Offeror and SLCSD may move to the next eligible Offeror.

1.13 PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in UCA § 63G-2-309;

* * * * *

(6) records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity,

except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties,...

Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.

Process for Requesting Non-Disclosure: Any Offeror requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (UCA § 63G-2-309(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of the proposal. Copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality form may be accessed at:
http://purchasing.utah.gov/wp-content/uploads/confidentialityclaimform.doc

An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY", and if so identified, shall be considered non-responsive unless the Offeror removes the designation.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential."

1.14 INTERVIEWS AND PRESENTATIONS

If it is determined to be in the best interest of the Conducting Procurement Unit, interviews and presentations may be held at the option of SLCSD. SLCSD shall establish a date and time for the interviews or presentations and shall notify eligible Offerors of the procedures. Offerors invited to interviews or presentations shall be limited to those Offerors meeting the minimum requirements and minimum technical score threshold specified in the RFP. Representations made by an Offeror during interviews or presentations shall become an addendum to the Offeror's proposal and shall be documented. Representations must be consistent with the Offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the Offeror's proposal. Interviews and presentations will be at the Offeror's expense.

PART 2: SCOPE OF WORK AND REQUIREMENTS

2.1 DETAILED SCOPE OF WORK AND ADDITIONAL REQUIREMENTS

Salt Lake City School District is seeking proposals on behalf of EdPAC from school picture service providers to enter into an agreement to provide school picture services as requested by all SLC School District schools and other Utah School Districts. Specific incentives, additional items or services, and commission/ revenue structure should be outlined in the Price Proposal portion and must be kept separate from the technical portion of the proposal. However, a general overview of the companies' program should be addressed in the proposal. Awarded offeror(s) will work directly with school personnel to schedule school picture dates and assist schools with materials, deliveries, etc.

The Scope of Work is subject to change based on the awarded contract(s).

2.2 MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS

This section contains mandatory minimum requirements that must be met in order for an offer to be considered responsive. If required, Offerors shall include a detailed narrative outlining how the proposed solution meets the following minimum mandatory requirements. For ease of evaluation, an Offeror's proposal must be a point-by-point response, addressing in detail each area of the mandatory minimum requirements and/or qualifications.

Failure to meet any one of the mandatory requirements/qualifications will result in the proposal being rejected pursuant to UCA § 63 G-6a-704 and the proposal will not move forward in the evaluation process.

All of the items described in this section are non-negotiable. A rejection of a proposal due to a proposal not meeting mandatory minimum requirements can occur at any time in the evaluation process.

A. On-Site School Picture Services

Offeror must have a program that allows the school pictures to be conducted on school premises. Offeror to be able to provide marketing materials, portrait package information, etc. for schools prior to picture dates.

B. Sales Representative

Offeror must identify a sales representative to work with school staff and/or parent volunteers to support the school picture process. Upon executing a Participating Addendum, a participating school district must be given the contact information for their sales representative.

C. Portrait Samples

Offeror must provide portrait samples. Samples may be returned to the Offeror at their expense. Please note if you would like samples returned to you.

2.3 TECHNICAL RESPONSE

To determine which proposal provides the best value to the SLCSD, the evaluation committee will evaluate each responsive and responsible proposal that has not been disqualified or rejected using the following criteria:

A. Qualifications and Expertise

- Company Profile
- Primary Business Philosophy
- Organizational Structure
- Outline of the proposed program

B. School Expectations

Offeror must outline what is expected of school or district personnel to schedule and conduct school picture services. List requirements that schools must meet to participate in the proposed program, list any dates that school picture dates must be scheduled by, and any other marketing requirements the Offeror will require from the school(s).

C. Value-Added Services

This is an opportunity to address areas not specifically mentioned in the RFP; such as the added value the Offeror brings to their school picture services, what sets the Offeror apart from its competitors, and why the Offeror is the right partner(s) for participating school districts.

D. References

Provide the names and contact information for three (3) client references who have entered into similar agreements within the past three (3) years. At least one of these references should be from a school district of similar or larger size.

For ease of evaluation, the proposals must provide a point-by-point response, addressing in detail each area of the evaluation criteria, including addressing how the point-by-point response addresses the issues discussed in this RFP. The criteria are not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the criteria to demonstrate the Offeror's capability to provide the SLCSD with a solution.

PART 3: INFORMATION REQUIRED IN SUBMISSION OF A PROPOSAL

3.1 PROPOSAL FORMAT

Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required. However, there is no intent in these instructions to limit a proposal's content or to exclude any relevant or essential data.

All materials submitted become the property of the SLCSD. Materials may be evaluated by anyone designated by the SLCSD as part of the proposal evaluation committee. Materials submitted may be returned only at the SLCSD's option.

Organize the proposal using each of the following specific headings. Failure to format the proposal as follows may result in disqualification.

1. **Section Title: RFP Form**. The SLCSD's Request for Proposal form completed and signed by the Offeror.

2. **Section Title: Table of Contents.**
   The submitted proposal shall contain a table of contents with reference to Sections and page numbers.

3. **Section Title: Executive Summary.** The executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.

4. **Section Title: Protected Information.** All protected/proprietary information must be identified in this section of the proposal by completing the Claim of Business Confidentiality referenced in Section 1.13.

   If the Offeror's proposal contains protected/proprietary information (refer back to the Protected Information section of this RFP for additional information), then Offeror must submit a redacted copy of the proposal at the same time Offeror submits its proposal. The redacted copy of the Offeror's proposal must be submitted in compliance with other sections of this RFP.

   If there is no protected information, write "None" in this section.

   Failure to comply with this Section and Section 1.13 of this RFP releases the SLCSD from any obligation or liability arising from the inadvertent release of Offeror information.

5. **Section Title: Potential Conflicts of Interest**. Offeror must identify any conflict, or potential conflict of interest, that might arise during the contract. If no conflicts are identified or expected, write "None" in this section.

6. **Section Title: Exceptions and/or Additions to the Standard Terms and Conditions.** Proposed exceptions and/or additions to the Standard Terms and Conditions ***must*** be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror's terms and conditions in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations.

   If there are no exceptions or additions to the Standard Terms and Conditions, write "None" in this section.

7. **Section Title: Mandatory Requirements.**
   As described in Section 2.2, Offeror must provide the required narratives that demonstrate compliance with the stated Mandatory Minimum Requirements/Qualifications. Offeror's failure to meet any one of the mandatory requirements will result in the proposal being classified as non-responsive and will be

rejected under the provisions of the Utah Procurement Code.

For ease of evaluation, the Mandatory Requirements section must be a point-by-point response, addressing in detail each area of the evaluation criteria as follows:

i. On-Site School Picture Services
ii. Sales Representative
iii. Portrait Samples

8. **Section Title: Detailed Technical Proposal.**
As described in Section 2.3, this section should constitute the major portion of the proposal and must be a concise overview of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This section should demonstrate the Offeror's understanding of the desired overall performance expectations, deliverables, if any, and outcomes. Clearly indicate any options or alternatives proposed. In any case wherein the Offeror cannot comply with an evaluation criterion outlined in Section 2.3, such inability must be stated in response to the applicable requirement. Offerors should reference the Scope of Work in Section 2.1 in their response.

For ease of evaluation, the Detailed Technical Proposal Section must be a point-by-point response, addressing in detail each area of the evaluation criteria as follows:

i. Qualifications and Expertise
ii. School Expectations
iii. Value Added Services
iv. References

9. **Section Title: Cost Proposal.**
Please enumerate all costs on **Attachment C - Cost Proposal Form**.

Cost/Revenue will be evaluated independently from the Detailed Technical Proposal and must be submitted separately from the Detailed Technical Proposal. Inclusion of any cost, pricing or revenue data within the Detailed Technical Proposal will result in the proposal being judged as non-responsive for violation of UCA § 63G-6a-707(5).

3.2 ERRORS IN PROPOSALS

Pursuant to UAC R33-7-403, the following shall apply to the correction or withdrawal of an unintentionally erroneous proposal, or the cancellation of an award or contract that is based on an unintentionally erroneous proposal. A decision to permit the correction or withdrawal of a proposal or the cancellation of an award or a contract shall be supported in a written document, signed by the chief procurement officer or head of a procurement unit with independent procurement authority.

(1) Mistakes attributed to an offeror's error in judgment may not be corrected.

(2) Unintentional errors not attributed to an offeror's error in judgment may be corrected if it is in the best interest of the procurement unit and correcting the error maintains the fair treatment of other offerors.

(a) Examples include:

(i) missing signatures;
(ii) missing acknowledgement of an addendum;
(iii) missing copies of professional licenses, bonds, or insurance certificates, provided that copies are submitted by the deadline established by the chief procurement officer or head of a procurement unit with independent procurement authority to correct this mistake;
(iv) typographical errors;
(v) mathematical errors not affecting the total proposed price; or

(vi) other errors deemed by the chief procurement officer or head of a procurement unit with independent procurement authority to be immaterial or inconsequential in nature.

(3) Unintentional errors discovered after the award of a contract may only be corrected if, after consultation with the chief procurement officer or head of a procurement unit with independent procurement authority and the attorney general's office or other applicable legal counsel, it is determined that the correction of the error does not violate the requirements of the Utah Procurement Code or applicable administrative rules.

PART 4: PROPOSAL EVALUATION

4.1 PROPOSAL EVALUATION

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP.
Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

4.2 PROPOSAL EVALUATION PROCESS

Stage 1: Initial Review
In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the minimum and/or mandatory requirements will be eliminated from further consideration.

Stage 2: Technical Proposal Evaluation
Responsive proposals will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in Attachment B. Attachment B establishes the minimum score threshold for this RFP. References will be conducted via phone or email communication, with a set of questions that will be asked to each reference provider. The evaluation committee will decide upon a score (up to 9.5 points possible) based on responses.

Offerors that achieve minimum score thresholds (please refer to Attachment B) will proceed to the Final Stage: Cost Proposal Evaluation. Offerors with a score of less than the minimum required technical points will be deemed non-responsive and ineligible for further consideration.

Stage 3: Price Proposal Evaluation
Offerors successful in the technical evaluation will advance to Stage 3: Cost Proposal Evaluation, as noted in Attachment B.

Offerors' cost structures and offerings will be evaluated and scored by the Evaluation committee after Technical Scores have been completed. The following criteria will be used for cost/revenue evaluation and scoring:

1. Does Offeror have variety of options in regards to portraits and packages (i.e. single portraits and packages)?
2. Does Offeror give discount for multiple children in the same family?
3. Does Offeror give revenue/commission to school?

Each subjective criteria will be worth 3.3 points.

Per Attachment C, we will also ask for pricing scenarios. Pricing scenarios will be added together to create a total price for all scenarios. Point for this section will be worth 10 points, and points will be awarded per the following formula:

*Weight Rating Percentage *((2-proposed fee / lowest proposed fee))*

Both score sections will be added together, for a possible 20 points total for the cost section.

Final Stage: Multiple Award Threshold
All offerors obtaining 75% or more of the total combined Technical and Price proposal points will be awarded as part of a multiple award for these services. The total proposal will be worth 100 points, with offerors needing to obtain a score of 75 points or more to be included in the multiple award.

4.3 DETERMINATION OF BEST VALUE

Subject to UCA § 63G-6a-709(2), in determining which proposal provides the best value to the Conducting Procurement Unit, the evaluation Committee and the Conducting Procurement Unit, pursuant to UCA § 63G-6a-708, shall prepare a

written justification statement that: (i) explains the score assigned to each evaluation category; and (ii) explains that the proposal with the highest total combined score provides the best value to the Conducting Procurement Unit, or if a cost benefit analysis is required, the final determination based on the cost benefit analysis.

The SLCSD reserves the right to award the contract to technically qualified Offeror(s) with a lower score in the event the high scoring offer is determined to not be the best value offered to the SLCSD, based on a cost benefit analysis.

PART 5: PROPOSAL AWARD PROCESS

After the completion of the proposal evaluation process and the justification statement, including any required cost-benefit analysis, the evaluation committee shall submit the proposals, evaluation scores, and justification statement to the head of the procurement unit or designee for review and final determination of a contract award.

5.1 AWARD OF CONTRACT

After the evaluation and final scoring of proposals is completed, the SLCSD shall award the contract as soon as practicable (subject to the requirements of UCA § 63G-6a-708) to the eligible responsive and responsible Offeror with the highest score, subject to UCA § 63G-6a-709(2) of the Utah Procurement Code, provided the RFP is not canceled in accordance with UCA § 63G-6a-709(2)(b).

5.2 PUBLICIZING AWARD

The issuing procurement unit shall, on the next business day after the award of a contract is announced, make available to each offeror and to the public a written statement that includes:

(a) the name of the offeror(s) to which the contract is awarded and the total score awarded by the evaluation committee to that offeror;

(b) the justification statement under UCA § 63G-6a-708, including any required cost-benefit analysis; and

(c) the total score awarded by the evaluation committee to each offeror to which the contract is not awarded, without identifying which offeror received which score.

Lifetouch

RFP# TH1833-SP18 School Picture Services
ATTACHMENT C- COST PROPOSAL FORM (to be submitted in a separate envelope)

Please answer the following for cost proposal criteria. Please feel free to attach documentation as needed outlining your revenue benefits:

1. **Do you offer variety to families in what they can purchase (i.e. single portraits, portrait packages, etc.)?** If so, please list in detail your program. (3.3 pts)
   Yes we offer a variety of options that families can choose from. We have a number of portrait packages as well as the option for parents to create their own package on-line. Families will also have the ability to order one single sheet if they would like. For single sheet purchases, families are not obligated to purchase a package.

2. **Do you offer discounts for multiple children in same family?** If so, please list in detail your program. (3.3 pts)
   Upon request, We will allow a family to purchase 2 full price packages and 50% discount on additional packages. Available with paper flyer on picture day only.
   We also give Principal Scholarship cards to the principal based on the individual schools needs that allows the Him/Her to award a free package to students/families that might be in need of assistance
   We also have a MyFamily Rewards program, for more information please go to page 21 of the proposal that is enclosed.

3. **Do you offer revenue to the school?** If so, please explain your program. (3.3 pts)
   Commission Rates per package

Entry $1	Family $3
Basic $1	Premium $3
Value $1	Ultimate $3.50
Deluxe $2.50	

4. **Please attach a full price list of your offered items. This will not be scored specifically but will serve as example of pricing being offered to our parents/schools.**
   Please see the following page for our package and price list.

5. **Please list your price for the following scenarios (total of 10 pts). Pricing will be added together for all listed scenarios for a total price that will be scored based on the following formula:**
   *Weight Rating Percentage *((2-proposed cost/lowest proposed cost))*
   Please note: Please list pricing for the following scenario(s) for the package price that most closely meets what is listed. If your package differs to what is listed in the scenario, please list specifically what your portrait package contains.

PACKAGES & PRICING

PACKAGE A | $22.00
1- 8 x 10
2- 5 x 7
4- 3 x 5
8- 2 x 3

PACKAGE B | $32.00
2- 8 x 10
4- 5 x 7
4- 3 x 5
12- 2 x 3
1 - Portrait CD

PACKAGE C| $18.00
2- 5 x 7
4- 3 x 5
8 - 2 x 3

PACKAGE D | $35.00
3- 8 x 10
4- 5 x 7
4- 3 x 5
16- 2 x 3
Portrait CD

PACKAGE E | $24.00
1- 8 x 10
3- 5 x 7
4- 3 x 5
12- 2 x 3

PACKAGE F | $14.00
4- 3 x 5
8- 2 x 3

PACKAGE G| $9.00
2- 3 x 5
4- 2 x 3

ADD-ONS	
Add Name & Grade on All Wallets	$5.00
Add Name & Grade on All Portraits	$8.00
Add Retouching	$6.00
Add Premium Retouching	$12.00
Add Background Color	FREE

ALA CARTE PRICING	
K = 8- 2 x 3 Wallets	$10.00
L = 2- 5 x 7 Portraits	$10.00
M= 1- 8 x 10 Portrait	$10.00
N = 4- 3 x 5 Desk Size	$10.00
O = CD high & Low Resolution	$15.00
P = 4 – 3 x 5 Wallets	$10.00
Q = 8 – 2 x 3 Wallets	$10.00

**SALES TAX AND A CLASS COMPOSITE FOR ELEMENTARY STUDENTS WILL BE ADDED TO EACH OF THE ABOVE PACKAGES*

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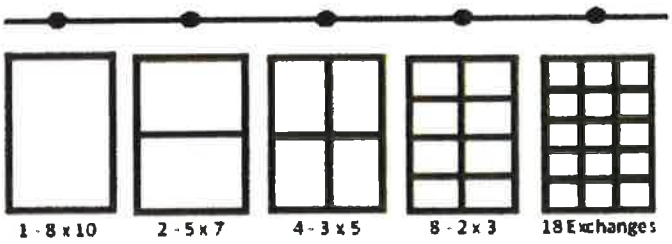
*You can build your own custom & cost effective package at **$10.00 per sheet**.*
The more you buy the more you save!



Scenario 1: The Brown family has one child in the elementary school, and would like a single 8 x 10, and qty 2 5 x 7 portrait (sheet), and one class composite. Please note price for each component sold separately:

Available for purchase without the purchase of a package

8x10 $10

2-5x7 $10

Class Composite $10

Scenario 2: The Garcia family has 3 children: 2 in the same elementary school and 1 in middle school. They would like the following package for each of their children: 1- 8x10; 2- 5x7; 4- 3x5; 8- 2x3 wallets; and class composite. Please note price for same or similar package (please list if your package is different, and please note if there is a discount for multiple children).

Same Price for all Children . $22 package for Elementary students and $11 for Middle School student*

Upon request, We will allow a family to purchase 2 full price packages and 50% discount on additional packages. Available with paper flyer on picture day only.

*Class Composite is not offered in Middle Schools

Scenario 3: The Hong family has one child in high school. They would like the ability to choose a background, and would like the following package: 3- 8x10; 4- 5x7; 4- 3x5; 16- 2x3 wallets; class composite and portrait CD. They would like the student's name printed on all portraits. Please note price for same or similar package (please list if your package is different).

Package D Ultimate $35 Add on name and grade $8 for a total of $43

No charge for backgrounds choices

*Class Composite is not offered in High Schools

Scenario 4: Mrs. Gershwin is a teacher in the school, and has a child attending the same school. She would like to order the following portrait package: 1- 8x10; 3- 5x7; 4- 3x5; 12- 2x3 wallets; class composite. Please note Mrs. Gershwin's price (please note if this is your regular package price, or if Mrs. Gershwin is receiving a discount).

Mrs. G receives a %50 discount for any of her children.

This would be our Family Package E $24 her cost would be $12

Scenario 5: The school needs a dual language flyer to send home with students, and would like a Student ID for each. Principal would like a CD of all pictures for safety reference and to use in the school yearbook. Principal would also like an Office ID Book. Please list price for each component.

No charge for a dual language flyer , student ID cards, yearbooks CDs or office ID books.

Exhibit B:

EdPAC School Districts

Alpine School District
Beaver School District
Box Elder County School District
Cache County School District
Canyons School District
Carbon County School District
Central Utah Educational Services
Davis School District
Duchesne School District
Emery County School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane County School District
Logan City School District
Millard School District
Morgan County School District
Murray School District
Nebo School District
Ogden School District
Park City School District
Piute School District
Provo City School District
Salt Lake City School District
San Juan School District
Sevier School District
South Sanpete School District
South Summit School District
Tooele School District
Uintah School District
Utah State Board of Education
Wasatch School District
Washington County School District
Weber County School District

RFP# TH1833-SP18

ATTACHMENT E
PARTICIPATING ADDENDUM

School Picture Services

I. GENERAL

The undersigned acknowledges, on behalf of _____ School District that she or he has read and agrees to the terms and conditions set forth in the enclosed agreement between Salt Lake City School District and _____, District contract number TH1833-SP18, the "Salt Lake City School District Agreement" regarding the purchase of book fair services made available through said contract to the participating school districts who elect to execute this Participating Addendum, and thereby become "Participating Entities" who are authorized to purchase such goods and services under the aforementioned contract.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Salt Lake City School District Agreement is at the absolute discretion of the Participating Entity and that neither Salt Lake City School District nor the Education Procurement Advisory Committee shall be held liable for any costs or damages incurred by or as a result of the actions of Contractor or any other Participating Entity. Upon award of contract, Contractor shall deal directly with the Participating Entity concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that she or he is an agent of _____ and is duly authorized to sign this Participating Addendum.

Date: _____

_____
Signature

_____
Print name

_____
Title

Participating Entity Contact Information:

Contact Person: _____

Address: _____

_____

_____

Phone: _____

Email: _____

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FERPA – STUDENT LEVEL DATA PROTECTION STANDARD TERMS AND CONDITIONS

REQUIRED ATTACHMENT F

The services or functions included in the attached Contract/Agreement/Memorandum of Understanding (hereafter referred to as "Contract") involve the CONTRACTOR obtaining or using education records or personally identifiable information. Salt Lake City School District ("SLCSD") is subject to Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, which generally requires prior written consent before disclosing educational records or personally identifiable information to third parties.

Written consent is not required for school officials. FERPA provides a CONTRACTOR, consultant, volunteer, or other outside party may be treated as a school official if the contracting party is: (a) providing services or functions that the SLCSD would otherwise use employees, (b) under the direct control of SLCSD with respect to the use and maintenance of education records and personally identifiable information, (c) subject to the requirements of 34 C.F.R. 99.33(a), and (d) limiting access within the CONTRACTOR's organization to those who have a legitimate educational interest. 34 C.F.R 99.31(a)(1)(i)(B).

SLCSD and CONTRACTOR desire to have CONTRACTOR treated as a school official within the FERPA exception in 34 C.F.R. 99.31(a)(1)(i)(B) and to comply with state and federal student and family privacy laws. To protect the privacy of students and parent data, SLCSD and CONTRACTOR ("Parties") include this Attachment as part of the Contract.

The Parties agree as follows:

1. The term of this Attachment shall remain in effect through the duration of the Contract.
2. The following definitions apply to the Attachment:
    a. "Education records" includes all information accessed, collected, stored, processed, disclosed, de-identified, created, or used by CONTRACTOR, including metadata and personally identifiable information, in relation to the Contract.
    b. "Metadata" includes all information created manually or automatically to provide meaning or context to other data.
    c. "Personally Identifiable Information" or "PII" includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include metadata about student interaction with an app or service, or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

3. CONTRACTOR agrees that all data files, including derivative files, and all data files resulting from merges, matches, or other uses of education records provided or obtained pursuant to the Contract are subject to the terms and conditions contained in this Attachment.
4. CONTRACTOR's services provided to SLCSD are services for which SLCSD would otherwise use employees.
5. CONTRACTOR is a party acting for SLCSD, who has direct control of the use and maintenance of education records. All education records are in the legal and rightful custody and control of SLCSD. CONTRACTOR acquires no rights or licenses to use the education records for any other purpose than for performing the services set forth in the Contract.
6. CONTRACTOR has a legitimate educational interest in the education records based upon the Contract.
7. CONTRACTOR shall limit access within its organization to individuals whom CONTRACTOR has determined to have legitimate educational interests in the education records.
    a. CONTRACTOR shall require a non-disclosure agreement be signed by those individuals within its organization that CONTRACTOR determines will have access to education records because the individuals have a legitimate educational interest in such education records.
    b. CONTRACTOR shall maintain past and current lists of all individuals to whom it has determined to allow access to education records because the individuals have legitimate educational interest in the education records.
    c. CONTRACTOR shall maintain each non-disclosure agreement signed by its employees at its facility and shall permit inspection of the same by SLCSD, upon request.
    d. CONTRACTOR shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges. A copy of this audit trail may be requested by SLCSD from CONTRACTOR at any time and shall be provided within 10 business days of SLCSD's request.
    e. CONTRACTOR shall further notify SLCSD in writing within 48 hours if an individual's privileges to access education records has been withdrawn and the date withdrawal occurred.
    f. CONTRACTOR shall require and ensure annual training of those individuals determined to have access due to a legitimate educational interest in the education records. The training shall include the federal and state laws relating to student and family privacy and best practices for maintaining student and family privacy.
    g. CONTRACTOR shall maintain past and current lists of individuals attending training and the related training materials.
    h. CONTRACTOR shall not disclose the education records to individuals within CONTRACTOR's company/agency/organization who have not been determined to have a legitimate educational interest, who have not received training, and who have not signed a non-disclosure agreement.
8. CONTRACTOR shall only access, collect, store, process, or use education records, as necessary to provide the services set forth in the Contract for its legitimate educational interest in the education records. Therefore, CONTRACTOR will not access, collect, store, process, sell, disclose, de-identify or use the education records for any other purpose.
9. Data disclosed by SLCSD to CONTRACTOR includes records that: (1) may directly relate to a student; (2) may contain personally identifiable information, and (3) are maintained by an educational agency or institution or by a party acting for the agency or institution. SPECIFICALLY, SLCSD may provide the particular data which is described in a separate attachment to this Contract. In addition to the identification and description of the data, the attachment may also contain a description of the frequency

and method of secure file transfer. SLCSD has no obligation to provide data not described in the Contract or corresponding attachment.

10. CONTRACTOR shall not re-disclose the education records to any other party without the prior consent of the parent or eligible student.
11. CONTRACTOR shall share student data as authorized by law or court order.
12. CONTRACTOR shall protect all education records in a manner that does not permit disclosure of the educational records to anyone other than those individuals within its organization to whom CONTRACTOR has determined have legitimate educational interests in the education records.
13. CONTRACTOR may not:
    a. Collect, use, or share student data, if the collection, use, or sharing of the student data is in inconsistent with the terms of the Contract.
    b. Use student data for targeted advertising.
14. CONTRACTOR shall store and maintain all education records separately from the information of any other records.
15. CONTRACTOR will store and process SLCSD data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure CONTRACTOR's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, CONTRACTOR warrants that all electronic District data will be encrypted/secured in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
16. CONTRACTOR will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Attachment.
17. CONTRACTOR shall notify SLCSD if there are any changes that will affect the system where all education records are stored and maintained, and ensure the system is in compliance with industry standards for the security and privacy of education records.
18. CONTRACTOR shall comply with all state and federal laws relating to student or family privacy and will maintain any and all education records in a manner consistent with such laws.
19. CONTRACTOR shall notify SLCSD in writing immediately upon discovering any breach, or suspected breach of security, or any disclosure of education records to an unauthorized individual within CONTRACTOR's organization, or re-disclosure to anyone. Notification shall include the date of improper release and a secure transmission of list(s) of affected students or families to assist SLCSD in notifying students, parents, or guardians of the improper release as required by federal and state law. CONTRACTOR agrees the improper release of any education record constitutes a material breach of the Contract. CONTRACTOR shall be liable for any claims or damages that occur from its failure to comply with its obligations in this Attachment.
20. CONTRACTOR shall return to SLCSD or securely destroy any education records and PII provided pursuant to the Contract upon the earlier of either the expiration or termination of the Contract.
21. CONTRACTOR shall allow SLCSD or its' designee to audit CONTRACTOR to verify compliance with the Contract.
22. Notices required by this Attachment shall be provided to: Chief Information Officer, currently Sam Quantz, at sam.quantz@slcschools.org.