

# Capture It All!

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## SCHOOL PHOTOGRAPHY SERVICES FOR Howard County Public Schools System



Submitted by: Lifetouch National School Studios Inc.

RFP# 026.20.B2 | Due: December 4<sup>th</sup>, 2019 at 10:00 am

**Lifetouch**

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# LETTER OF INTENT

All of us here at Lifetouch are excited about the opportunity to partner with Howard County Public Schools during the upcoming school year. We are confident that Lifetouch can fulfill all requirements outlined in this RFP, as we have the background and qualifications to meet your district photography standards and provide greater value to your families.

As a leading partner in the education industry, Lifetouch recognizes how vital it is that we do everything with the utmost care to ensure a safe and smooth photography experience. Our business is built entirely on your trust and for over 82 years we've done everything in our power to earn it. We photograph 30 million students each year and operate out of all 50 states and Canadian provinces. Your local Lifetouch team is equipped with a professional support staff that is readily available to meet the specific needs at each school.

As of April 2, 2018, Lifetouch Inc. was acquired by Shutterfly Inc., the leading digital retailer and manufacturer of high-quality personalized products and services. Our shared mission is to help customers capture, preserve and share life's most important moments. Our team is very excited to share more Shutterfly updates and incentives that will not only benefit your families but will also enhance our partnership with each school that we service.

We will create tremendous value for Howard County Public Schools and your families by utilizing our state-of-the-art portrait technology; our use of multiple backgrounds and poses while still minimizing a student's time out of the classroom; the peace-of-mind from knowing your communities credit card information, student data and images are protected because we are 100% PCI compliant; as well as our enhanced online ordering platform. We are your local vendor and have over 619 employees who live in Maryland. We are also very excited to offer significant discounts on all Shutterfly products currently featuring a free 8" x 8" custom photo book for all students purchasing a Fall Underclass picture. The new product opportunities for your families will be exciting and plentiful on an annual basis.

I wish to highlight a few of the more important qualities which set Lifetouch apart from other photography companies. Lifetouch has been at the forefront of defining the standards of excellence in the school photography industry for over 80 years. We have established a unique position in the industry as we have the capabilities to provide any and all photographic services to our schools while operating a local business that offers a personal touch. In 2010, our patented Micro-Z and TruView camera systems were entered to display at the Smithsonian's National Museum of American History as a part of its efforts to record the history of photography.

# LETTER OF INTENT

Our state-of-the-art lab facilities allow us to utilize cutting edge technology to control all phases of production, ensuring our ability to meet all required deadlines. Additionally, our genesis from a family owned business, Segall-Majestic and Blanton Studios, established a tradition of pride in our work ethic and personal dedication to our customers that is embraced by each and every associate. Many of our associates have careers that extend beyond 20 years and have grown up in an organization that was built on a culture of satisfying our customers.

The core of any organization is service and the ability to please their customers. Our service and account representatives do not wear the second hat of photographer; they are dedicated solely to servicing their accounts. We are structured so that your schools each have two persons specifically to assist them with any and all photographic needs. These dedicated individuals are available all day, every day and are separate from our photography department, enabling Lifetouch to provide the highest level of service. The advantage of working with Lifetouch is the 100% commitment Howard County Public Schools will receive from our office staff, photographers in the field and our account representatives; Jeffrey Segall, Territory Manager, Robert Caddick, Sales Manager, Randy Slotnick and Wyatt Griffin, Sales Representatives, and our Yearbook Sales Representatives Teresa Porta and LaJuan Payton.

Lifetouch is not your ordinary photography vendor. Our mission is to offer a wide variety of services that can help; boost teacher engagement, institute safety and security best practices, cultivate successful students, and engage school communities with our positive recognition programs and branding solutions. We also specialize in the development and production of school yearbooks. With tools and support from Lifetouch, your yearbook staff will have everything they need to create a quality yearbook and capture the memories that made their school year special.

We are frequently developing new programs, services, and technologies designed to enhance your staff and students' experience on Picture Day. If you should have any questions or would like to learn more about our offerings, do not hesitate to call or email us. We welcome the opportunity to serve Howard County Public Schools as your school photography and yearbook provider of choice!

Respectfully submitted,

Jeffrey Segall  
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# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

RFP #052.14.B1

## RFP SIGNATURE SHEET

### A. BIDDER'S CERTIFICATION

1. I/we hereby certify to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the RFP prices quoted. I/we certify that this RFP response is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a RFP response for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this RFP response is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this RFP response is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any Bidder or person to put in a sham RFP response or to refrain from responding to this RFP and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the RFP response prices of the affidavit or any other Bidder, or to fix any overhead, profit or cost element of said RFP response price, or that of any Bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said RFP response are true.
4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotated Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. I hereby certify that I am authorized to sign for the Bidder.

### B. BIDDER/BIDDER DISQUALIFICATION - BRIBERY

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a RFP response or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by: Lifetouch National School Studios, LLC

(Bidder name)

1017 Wilso Drive

(Street address)

Baltimore, MD 21223

(City, state and zip)

800-445-1191

(Telephone number)

Jeffrey Segall

(Person authorized to sign RFP responses)

Territory Manager

(Title of authorized representative)

*Jeffrey Segall*

(Signature of authorized representative)

11/26/2019

(Date)

# RESPONSE TO THE SPECIFICATIONS

## III. SPECIFICATIONS

### A. GENERAL SPECIFICATION REQUIREMENTS

1. Contractor(s) agrees to provide a sufficient number of personnel who are suitably qualified and experienced and who are in all respects acceptable to HCPSS to perform the required services.

**Lifetouch understands and will comply.**

2. The Contractor represents that it has carefully screened its employees and subcontractors. The Contractor guarantees that all employees and subcontractors (if any) assigned to work at HCPSS locations will conduct themselves in a responsible courteous and professional manner. HCPSS, in its sole and absolute discretion, shall have the right to direct the Contractor to remove any of its personnel (including subcontractors) from the schools for any reason.

**Lifetouch understands and will comply.**

3. Contractor shall provide experienced representative(s) to work with school personnel and to answer questions regarding school photography production or financial matters.

**Lifetouch understands and will comply.**

4. Contractor's representative shall meet in-school with each principal or designee prior to photo sessions to agree upon specific dates and to resolve any logistical or contractual issues.

**Lifetouch understands and will comply.**

5. Contractor shall work with each principal or designee to schedule all pictures to allow the least amount of interruption to classroom activities.

**Lifetouch understands and will comply.**

6. Contractor must be able to schedule in-school consultation whenever deemed necessary by the school.

**Lifetouch understands and will comply.**

7. All photos shall be shot with state-of-the art professional quality photographic equipment.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

8. All portraits shall be photographed by highly trained professional photographers who have the desire to present the student with an outstanding portrait.

**Lifetouch understands and will comply.**

9. Contractor shall provide sufficient number of cameras to allow completion of photographs within the time period deemed acceptable by each principal. Contractor should indicate in their proposals the number of cameras they will assign per student membership (for example, 1 camera per 250 students).

**Lifetouch understands and will comply.**

10. The quality of all photos shall be superior, shall meet all yearbook publication requirements (uniform sizing/cropping, pose, head size, background color and/or attire) and must be deemed satisfactory to students, parents and publication staff and/or advisors. Contractor will provide an unconditional, money-back guarantee of all work to the school and to parents who order student portrait packages. Refunds will be provided within 30 days.

**Lifetouch understands and will comply.**

11. Students and/or parents are under no obligation to purchase portrait packages. All students shall be photographed for yearbook publication purposes at no charge to the school, students or parents. This information must be stated on all applicable materials sent to students and parents.

**Lifetouch understands and will comply.**

12. Contractor shall provide a local or toll-free telephone number and office hours for school and parent use.

**Lifetouch understands and will comply.**

13. Contractor shall provide a minimum of two (2) compact disks (CD) to each school with all student and faculty pictures contained therein. Pictures shall be saved as 9-digit student identification number in jpg format. Sizes should be between 20 - 50 KB each. The format for any student information provided will be in Microsoft Excel.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

14. Contractor shall provide initial and reminder fliers, order forms and posters for "Picture Day" in a timely manner. These fliers and posters will include price information and the Contractor's name and telephone number.

**Lifetouch understands and will comply.**

15. Contractor shall pay commissions to schools within thirty (30) days of receipt of payment by parents. At the time the payment is made to the school, the firm shall provide a full and complete accounting to the school to substantiate how the commission was derived. Bonus payments will be made within 30 days after contract execution by the school.

**Lifetouch understands and will comply.**

16. Principals shall have the authority to negotiate changes in the specific services to be received by their schools as long as the changes do not result in increases in either pricing or commissions. All such changes, however, must be defined in writing and signed by the Contractor and the principal.

**Lifetouch understands and will comply.**

17. Under no circumstances may a Contractor release, disclose, sell, or otherwise use student names, addresses, age, grade, teacher, school, e-mail, phone number, image/photograph, source IP address, or cookies. Contractor may only use this information for purposes required under this contract. Failure to comply with this requirement shall be considered contract default and may be cause for contract termination and/or legal action.

**Lifetouch understands and will comply.**

18. All prices shall be F.O.B. Destination and shall include all charges incurred in fulfilling the terms of this contract.

**Lifetouch understands and will comply.**

19. Unless otherwise noted in this RFP, Contractor may not charge, or threaten to charge, fees for retaking pictures regardless of the reason for the retake. Imposing, or threatening to impose such retaking charges shall be considered contract default and may be cause for contract termination.

**Lifetouch understands and will comply.**



# RESPONSE TO THE SPECIFICATIONS

20. The Contractor shall replace all defective products without cost to the school, including shipping costs.

**Lifetouch understands and will comply.**

21. Awarded Contractors shall provide an annual usage report of services provided and the commissions paid during each school year (August- June) identified by school location. A copy of the report must be submitted to the Purchasing Office no later than July 30th of each year.

**Lifetouch understands and will comply.**

## B. ELEMENTARY SCHOOL REQUIREMENTS

### 1. Elementary Fall Portraits

- a. Contractor shall take individual color photographs of all students. All students must be photographed for school purposes, regardless of purchase.

**Lifetouch understands and will comply.**

- b. Individual color photos shall be taken in September or October. The specific date must be approved by each principal.

**Lifetouch understands and will comply.**

- c. Contractor must offer the pre-paid packages defined in the Portrait Package pricing included with this RFP. Other photographic options and packages may be negotiated with individual principals so long as the packages defined in this RFP are offered as available options.

**Lifetouch understands and will comply.**

- d. The initial photo session must be followed within forty-five (45) days with a make-up date for absent students, and for lost, unacceptable or damaged negatives or pictures. The specific make-up day must be approved by each principal. There will be no charge, or threat of charge for retakes.

**Lifetouch understands and will comply.**

- e. Contractor shall identify for school use the students photographed during the initial and retake sessions and label packages with student names.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- f. Pictures and retakes must be delivered within thirty (30) days of the photo date.

**Lifetouch understands and will comply.**

- g. Contractor must specify the type of equipment, photographic paper and supplies to be used.

**Lifetouch understands and will comply.**

- h. Contractor shall provide each school with six (6) 1.5" x 1.5" adhesive backed, labeled, individual photos of students and faculty at no charge, regardless of purchase. These photos must be on one strip for ease of placement on folders, rolodexes, etc.

**Lifetouch understands and will comply.**

## 2. Elementary Spring Portraits

- a. Contractor shall incorporate class group pictures with optional individual pictures. In addition, a staff group photo will be taken.

**Lifetouch understands and will comply.**

- b. Class color photos shall be taken in March or April with a student individual photo session. The specific date must be approved by each principal.

**Lifetouch understands and will comply.**

- c. Class and staff group photos shall be taken by Contractor on a "pre-paid" or "speculation orders" basis at the discretion of each principal.

**Lifetouch understands and will comply.**

- d. Class photos shall include the name of the school, teacher, the school year date (for example, 2013-14), and the names of those photographed in order of appearance.

**Lifetouch understands and will comply.**

- e. A book of all group photos shall be provided to each school at no charge.

**Lifetouch understands and will comply.**

- f. Spring photos shall be delivered by May 1 of each year unless otherwise approved by the principal.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

## 3. Faculty Portraits

- a. Contractor shall schedule faculty portraits on a day approved by the principal.  
**Lifetouch understands and will comply.**
- b. The initial photo session shall be followed by a make-up day(s) designated by the principal for lost, unacceptable or damaged negatives or for faculty not photographed during the regular shoot. The make-up day(s) will be scheduled within thirty (30) days of the initial shoot. There will be no charge for retakes if the pictures are unacceptable or the negative is damaged. The specific make- updates must be approved in advance by the principal.  
**Lifetouch understands and will comply.**
- c. Contractor shall provide the school with one (1) 3" x 5" black and white finished, glossy print for school use.  
**Lifetouch understands and will comply.**
- d. Contractor shall provide within 10 days an alphabetical listing of photographed faculty.  
**Lifetouch understands and will comply.**
- e. Contractor shall photograph every faculty member for the yearbook, at no charge, whether or not they are purchasing pictures.  
**Lifetouch understands and will comply.**
- f. Contractor must offer faculty members the pre-paid picture packages.  
**Lifetouch understands and will comply.**

## 4. Yearbooks and/or Memory Books

- a. School principals shall have the sole decision to select the Contractor of their choice each school year for yearbook services.  
**Lifetouch understands and will comply.**
- b. The Contractor shall provide experienced representatives who will work on a regular basis with school yearbook staff and/or volunteers to provide training sessions and to answer any questions regarding production or financial matters pertaining to the services required.  
**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- c. Contractor must be available to schedule in school yearbook consultation whenever deemed necessary by a school principal.

**Lifetouch understands and will comply.**

## C. SECONDARY SCHOOL REQUIREMENTS

### 1. Middle School Fall Portraits

- a. Contractor shall take individual color photographs of all students. All students must be photographed for school purposes, regardless of purchase.

**Lifetouch understands and will comply.**

- b. Individual color photos shall be taken in September or October. The specific date must be approved by each principal.

**Lifetouch understands and will comply.**

- c. Contractor must offer optional retouching at the parents/students' request. Contractor must delineate retouching charges on the Portrait Packages they submit with their proposals.

**Lifetouch understands and will comply.**

- d. Name of Contractors' development laboratory must be provided.

**Lifetouch understands and will comply.**

- e. Contractor shall provide a minimum of two (2) cameras for the initial photo session.

**Lifetouch understands and will comply.**

- f. Contractor shall provide at least three (3) candid photo days and one (1) night activity to obtain club pictures, school events, color pictures for yearbook, etc. These days must be scheduled in advance with the principal.

**Lifetouch understands and will comply.**

- g. Contractor must offer pre-paid packages defined in the Portrait Package pricing included with their RFP response. Other photographic options and packages may be negotiated with individual principals so long as the packages defined in this RFP are offered as available options.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- h. The initial photo session must be followed within forty-five (45) days with a make-up date for absent students, and for lost, unacceptable or damaged negatives or pictures. The specific make-up day must be approved by each principal. There will be no charge, or threat of charge for retakes.

**Lifetouch understands and will comply.**

- i. Contractor shall provide at no charge 2" x 3" black and white glossies, color and/or electronic photos (to be specified by principal) of all students and staff to the yearbook advisor in alphabetical order by grade.

**Lifetouch understands and will comply.**

- j. Contractor shall provide the yearbook advisor and school administration a typed list in alphabetical order by grade all students photographed within three (3) weeks of picture day.

**Lifetouch understands and will comply.**

- k. Contractor shall identify for school use the students photographed during the initial and retake sessions and label packages with student names and/or student ID numbers.

**Lifetouch understands and will comply.**

- l. Pictures and retakes must be delivered within thirty (30) days of the photo date.

**Lifetouch understands and will comply.**

- m. Contractor must specify the type of equipment, photographic paper and supplies to be used.

**Lifetouch understands and will comply.**

- n. Contractor must provide as soon as possible after picture day one (1) four color ID card for every student in alphabetical order.

**Lifetouch understands and will comply.**

## 2. Middle School Spring Portraits

- a. Contractor shall incorporate class group pictures with individual pictures. In addition, a staff group photo will be taken.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- b. Class color photos shall be taken in April or May with a student individual photo session. The specific date must be approved by each principal.

**Lifetouch understands and will comply.**

- c. Class and staff group photos can be on a pre-paid or speculation basis as determined by the principal.

**Lifetouch understands and will comply.**

- d. Contractors must sign and submit Portrait Packages and prices as a part of their proposals.

**Lifetouch understands and will comply.**

- e. Class photos shall include the name of the school, teacher, the school year date (for example, 2020-21).

**Lifetouch understands and will comply.**

- f. A book of all group photos shall be provided to each school at no charge.

**Lifetouch understands and will comply.**

- g. Spring photos shall be delivered by May 1 of each year unless otherwise approved by the principal.

**Lifetouch understands and will comply.**

### 3. High School - Underclass Portraits

- a. Contractor must offer optional retouching at the parents'/students' request. Contractors must delineate retouching charges on the Portrait Package Prices submitted with their proposal.

**Lifetouch understands and will comply.**

- b. The initial photo session shall be followed by a make-up day(s) designated by the yearbook advisor for absent students, lost, unacceptable or damaged negatives. This make up day(s) will be within 30 days of the initial shoot. There will be no charge, or threat of charge, for retakes if the pictures are unacceptable or the negative is damaged. The specific make-up dates(s) must be approved by the yearbook advisor. Contractor shall mail all finished portraits directly to students within three (3) weeks of the initial make up shoots.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- c. Contractor shall provide the school with two black and white finished, glossy prints, color prints and/or digital photos (to be specified by yearbook advisor) of each student and faculty member for the yearbook. Finished glossies (one set may be rolled) should be alphabetized and delivered to the school. Alphabetical sort and date of delivery shall be determined by the yearbook advisor.

**Lifetouch understands and will comply.**

- d. Contractor shall photograph every student for the yearbook, at no charge, whether or not they are purchasing pictures.

**Lifetouch understands and will comply.**

- e. Contractor must offer pre-paid packages defined in the Portrait Package pricing included with this RFP. Other photographic options and packages may be negotiated with individual principals so long as the packages defined in this RFP are offered as available options. Contractors must provide promotional materials and prepaid portrait package brochures to the yearbook advisor for distribution at least two (2) weeks prior to the scheduled shoot date(s).

**Lifetouch understands and will comply.**

- f. Contractor must label and identify individual photographs as directed by the yearbook advisor.

**Lifetouch understands and will comply.**

- g. Contractor must provide within ten (10) days an alphabetical typed listing of all photographed students sorted as directed by the yearbook advisor.

**Lifetouch understands and will comply.**

- h. Contractor must provide as soon as possible after picture day one (1) four color ID card.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

## 4. High School - Senior Class Portraits

- a. Contractor shall provide students with a minimum of eight (8) proofs from which to make a selection. Contractor shall photograph all seniors for the yearbook providing students with an expanded sitting option that allows a variety of backgrounds and pose options. Contractor shall include one standard sitting (pose and attire to be specified by yearbook advisor) for the yearbook at no charge. Contractor shall provide tuxedos, drapes, caps and gowns at no charge.

**Lifetouch understands and will comply.**

- b. Contractor must submit photographic packages and prices as a part of their proposals. The Pricing Packages submitted in response to this RFP must be offered to parents/students. HCPSS Data Processing Department will provide the Contractor with a mailing list of all seniors to be photographed for the yearbook, Microsoft Excel format. Contractor must schedule appointments and mail notification cards to each senior at least three weeks prior to shoot date specified by the yearbook advisor.

**Lifetouch understands and will comply.**

- c. Contractor shall provide the school with two (2) sets (color or black and white at each school's discretion) finished, glossy prints for the yearbook. Print size, pose, background color, head size and/or attire will be specified by each school. These photographs will be placed in individual envelopes with an alphabetical listing of the seniors photographed, as well as a listing of missing glossies. On or before the date designated by the yearbook advisor, glossies will be delivered to the yearbook advisor so that all publication deadlines are satisfactorily met.

**Lifetouch understands and will comply.**

- d. Contractor shall mail senior proofs by first class mail, postage prepaid, at the Contractor's expense, within ten (10) days after the date of the photo session.

**Lifetouch understands and will comply.**

- e. Contractor shall mail all finished portraits by first class mail, postage prepaid, at the Contractor's expense directly to students within six (6) weeks after the date of the photo session.

**Lifetouch understands and will comply.**



# RESPONSE TO THE SPECIFICATIONS

- f. Contractor shall retouch all purchased photos on the negative as required at no additional charge.

**Lifetouch understands and will comply.**

- g. Use of each school's facilities for regular and make-up photo sessions will be provided for senior portraits. Contractor must provide adult assistants to collect all monies and to process all paperwork.

**Lifetouch understands and will comply.**

- h. For additional takes or other problems, Contractor must provide a location for the photo sessions that is convenient for all students. The location must be approved in advance by the principal.

**Lifetouch understands and will comply.**

- i. Contractor shall provide schools with each school's choice of loaner digital cameras and memory cards, or unlimited photographic supplies, including but not limited to color (Kodak, Agfa, Fuji and/or Clark) and black and white film (Kodak or Ilford) of ISOs ranging from 100 to 3200, darkroom supplies (polycontrast Kodak paper) developing and processing chemicals (Kodak or Ilford) and loaner cameras, lens and flashes for yearbook production at no charge. For yearbook production purposes, firms must supply the same type and quality of film to a school during the contract period. (Changing film during the year will cause yearbook production problems). This should not be construed to mean that firms must supply the same film to all schools.

**Lifetouch understands and will comply.**

- j. Contractor shall supply unlimited candid shoots of school activities throughout the calendar year. Dates to be coordinated with and approved by the yearbook advisor.

**Lifetouch understands and will comply.**

- k. Contractor shall deliver candid prints and a minimum of two (2) CD's suitable for reproduction to the school within 48 hours. Exact size, custom color candid prints will be determined by the yearbook advisor and will be provided at no charge. The yearbook advisor will determine the size and composition of the photographs.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- l. Contractor shall process photographs taken by students for the yearbook at no charge. If considered necessary by the yearbook advisor, Contractor must provide emergency 24 hour processing at the request of the advisor.

**Lifetouch understands and will comply.**

- m. Contractor shall provide pick-up and delivery services for yearbook advisor twice a week or upon request. Contractor will also provide yearbook staff with postage free mailing envelopes.

**Lifetouch understands and will comply.**

- n. Contractor shall redo any work that does not satisfactorily meet publication requirements as specified by the yearbook advisor.

**Lifetouch understands and will comply.**

- o. Upon request, Contractor will provide and collect at the time of sitting, senior directory cards listing name, address, telephone number, nickname(s), school activities and the following statement: "all information subject to editorial approval."

**Lifetouch understands and will comply.**

- p. Contractor must provide, as soon as possible after picture day, one (1) four color ID card. These must be provided in alphabetical order. In addition, the Contractor must provide an alphabetical list of ID cards.

**Lifetouch understands and will comply.**

## 5. Faculty Portraits

- a. Contractor shall schedule faculty portraits on a day designated by the yearbook advisor.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- b. The initial photo session shall be followed by a make-up day(s) designated by the yearbook advisor for lost, unacceptable or damaged negatives or for faculty not photographed during the regular shoot. The make-up day(s) will be scheduled within thirty (30) days of the initial shoot. There will be no charge for retakes if the pictures are unacceptable or the negative is damaged. The specific make-up dates must be approved in advance by the yearbook advisor.

**Lifetouch understands and will comply.**

- c. Contractor shall provide the school with one black and white finished, glossy print for the yearbook.

**Lifetouch understands and will comply.**

- d. Contractor shall provide within ten (10) days an alphabetical typed listing of photographed faculty.

**Lifetouch understands and will comply.**

- e. Contractor shall photograph every faculty member for the yearbook, at no charge, whether or not they are purchasing pictures.

**Lifetouch understands and will comply.**

- f. Contractor must offer faculty members the pre-paid picture packages defined in this RFP for Underclass Portraits.

**Lifetouch understands and will comply.**

- g. Contractor must provide as soon as possible after picture day one (1) four color rolodex card for every staff member in alphabetical order.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

6. **Special Occasion Photographs** (Notice to Contractors: Some schools may include some or all of the following photography services in other contracts, i.e. yearbook. If so, they may not utilize this contract for these services).

a. **Dance/Event Pictures**

- i. The number of dances/events for each school will be determined by the principal. The specific dances/events and dates will be provided to the Contractor by the principal at least thirty (30) days in advance.

**Lifetouch understands and will comply.**

- ii. Contractor shall be present at the dance/event at a time designated by the principal to take portraits of attendees.

**Lifetouch understands and will comply.**

- iii. Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the Portrait Package Prices shall be included with their response to this RFP.

**Lifetouch understands and will comply.**

- iv. Contractor shall mail all finished portraits directly to students within three (3) weeks.

**Lifetouch understands and will comply.**

- v. Contractor must take candid pictures during the dances/events and provide the school with color or black and white (at the school's discretion) finished, glossy prints for the yearbook.

**Lifetouch understands and will comply.**

b. **Panoramic Senior Class Pictures**

- i. Contractor shall take a panoramic picture of the senior class.

**Lifetouch understands and will comply.**

- ii. Time, date, and location of pictures shall be determined by the principal and provided to the Contractor at least thirty (30) days prior to the date.

**Lifetouch understands and will comply.**

- iii. Contractor shall mail proofs to the principal within one (1) week.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- iv. Contractor shall mail pictures directly to students within four (4) weeks after notification by principal that proof is acceptable.

**Lifetouch understands and will comply.**

- v. Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the Portrait Package Prices shall be included with their response to this RFP.

**Lifetouch understands and will comply.**

- vi. Contractor shall provide principal and/or yearbook advisor with one 8" x 24" or 12" x 24" and 10" x 30" digital image at no charge.

**Lifetouch understands and will comply.**

## c. High School Sports Pictures

- i. Contractor must provide two (2) cameras and two (2) photographers for two (2) days during each season - fall, winter, and spring. The specific dates to be mutually agreed upon between the Contractor and the principal.

**Lifetouch understands and will comply.**

- ii. Contractor shall provide a make-up day and make-ups will be available to all students involved with in-season activities.

**Lifetouch understands and will comply.**

- iii. Contractor shall retouch all purchased photos on the negative as required at no additional charge.

**Lifetouch understands and will comply.**

- iv. Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the Portrait Package Prices shall be included with their response to this RFP.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

- v. Contractor shall provide the Principal at no charge with one (1) 8" x 10" color team picture per team; one (1) 4" x 6" black and white or color team picture per team for the yearbook; and one (1) each individual black and white picture (waist up) of varsity football, varsity fall cheerleaders, and varsity drill team. Specific portrait size will be mutually agreed upon between the Contractor and principal.

**Lifetouch understands and will comply.**

- vi. Contractor shall distribute pictures to students within three (3) weeks of picture days.

**Lifetouch understands and will comply.**

- vii. Contractor shall provide pictures to principal within one (1) week of pictures days. Contractor shall provide spring team pictures to the principal within 48 hours.

**Lifetouch understands and will comply.**

- viii. Contractor shall provide a typed alphabetical listing of all individually photographed students by sport or activity to the principal.

**Lifetouch understands and will comply.**

## d. Senior Graduation Pictures

- i. Contractor shall photograph each graduate at the graduation ceremony and mail them a free color proof.

**Lifetouch understands and will comply.**

- ii. Contractor must have a representative present for at least one rehearsal.

**Lifetouch understands and will comply.**

- iii. Contractor shall mail proofs and photographs directly to students within two (2) weeks of graduation date.

**Lifetouch understands and will comply.**

- iv. Time, date, and location of graduation ceremonies shall be provided to Contractor by the principal at least ninety (90) days prior to graduation date.

**Lifetouch understands and will comply.**

# RESPONSE TO THE SPECIFICATIONS

v. Contractor shall photograph guest speakers and dignitaries for promotional purposes at no extra charge. **Lifetouch understands and will comply.**

vi. Contractor shall provide one free 8 x 10 overview photograph of the ceremony to the school at no extra charge.  
**Lifetouch understands and will comply.**

vii. Contractors' photographer(s) must be appropriately dressed to reflect the occasion.  
**Lifetouch understands and will comply.**

e. **Senior Graduation Commencement Video/DVD**

i. Contractor shall produce a commencement video and provide each graduate an opportunity to order a DVD copy.  
**Lifetouch understands and will comply.**

ii. Contractor must have representatives available at each commencement accept orders for DVD copies+.  
**Lifetouch understands and will comply.**

iii. Contractor shall provide each school and the commencement committee with a complimentary copy of the DVD for each commencement ceremony.  
**Lifetouch understands and will comply.**

iv. HCPSS shall provide the Contractor with the graduates permanent addresses and e-mail addresses in a Microsoft Excel format, provide mailing labels or allow the Contractor to have order cards filled out for mailing purposes at the rehearsal or prior to the ceremony.  
**Lifetouch understands and will comply.**

7. **Student Enrollment Counts**

a. See attachment G for student counts by school.

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM PHOTOGRAPHY SERVICES

RFP# 026.20.B2

### RFP RESPONSE PRICE SHEET

Bidder Name: Lifetouch National School Studios LLC.

Date: 11/26/2019

CeCe Clement  
Purchasing Office  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

The undersigned hereby submits a RFP response price to provide all labor, material, equipment, and supervision to complete the services as set forth in RFP #026.20.B2. The entire RFP Response document including the Terms and Conditions, Procurement Specifications, General Provisions, the RFP Response Price Sheet, RFP Signature Sheet, and any addenda or drawings added, will be part of any resulting contract.

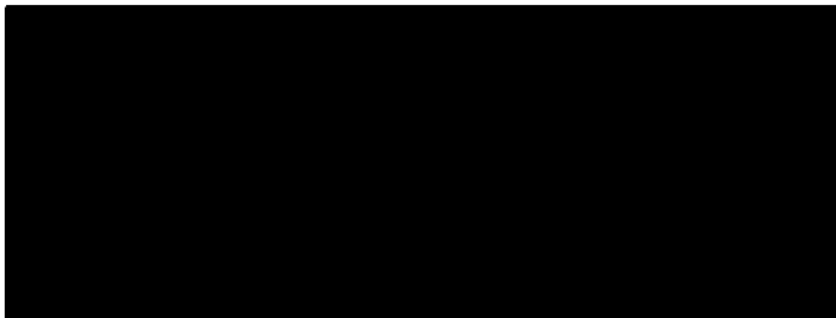
#### I PRICE

Cost of various packages to students/parents (attach additional sheets as necessary)	\$
Commissioning structure	\$
Signing Bonus	\$
Cost for individual prints	\$
Wallet	\$
5 x 7	\$
8 x 10, etc.	\$
Special features such as panoramic, 3D, etc.	\$
Range of complimentary school offered packages and sitting options (attach additional sheets as necessary)	\$

\*Please see pages 101-110 for this pricing information.

#### II REFERENCES:

Bidders should provide three Organization References where your company has provided similar service. HCPSS will contact these references for verification.

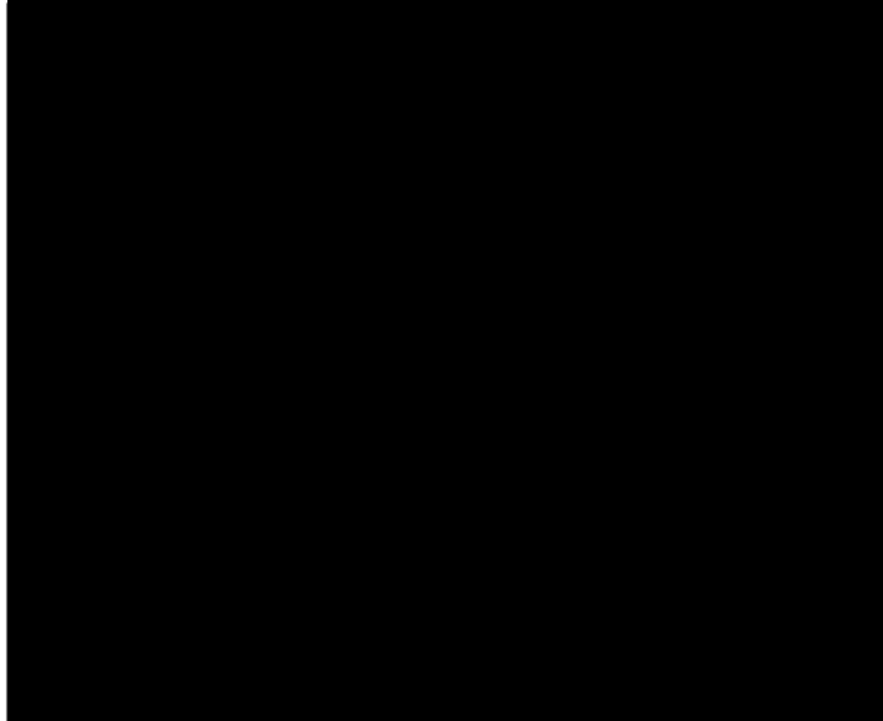




# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## REFERENCES (Cont.)



### III BIDDER INFORMATION

Lifetouch National School Studios LLC  
Name of Bidder

82 Years  
Years in business

1017 Wilso Drive  
Street Address

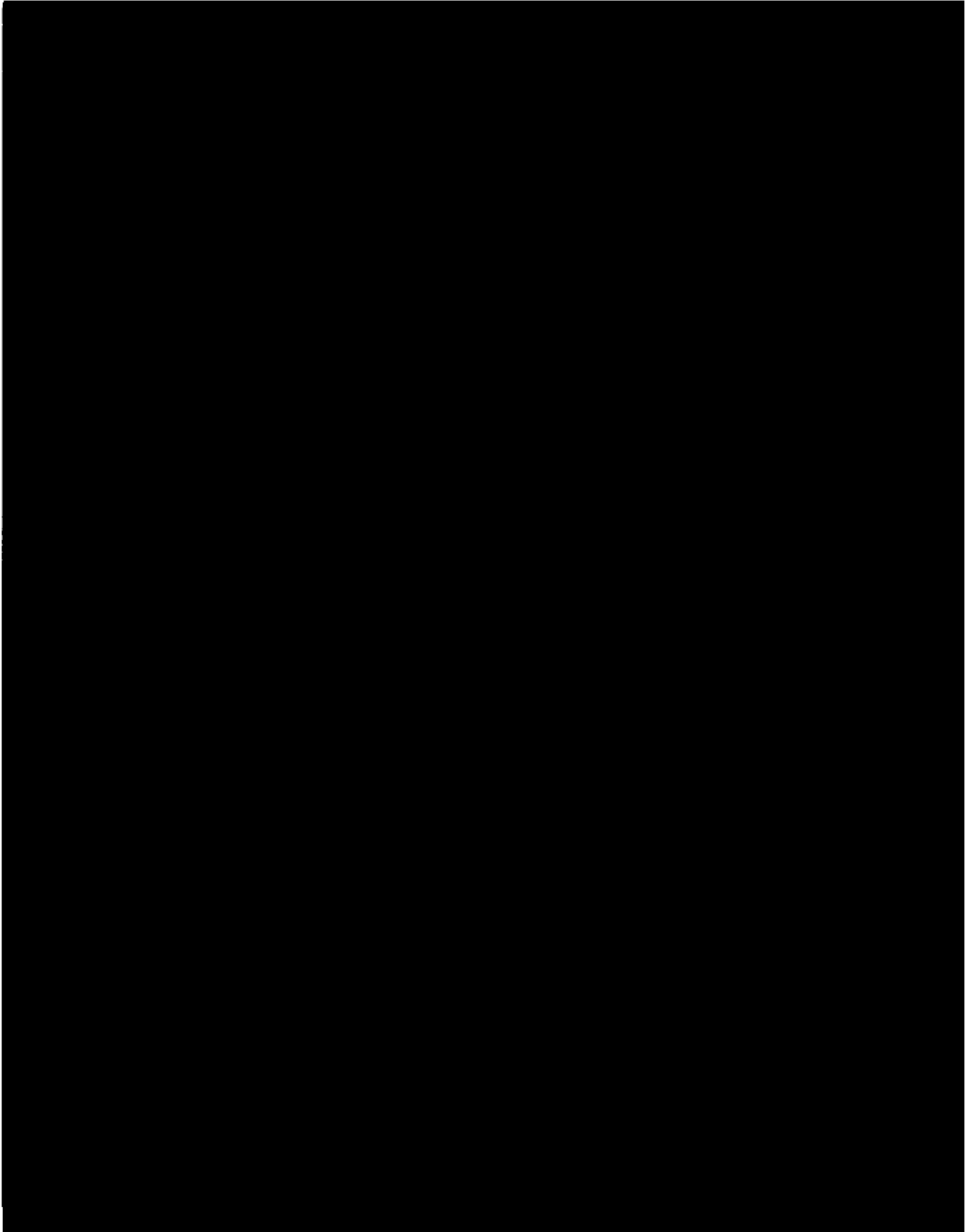
Baltimore, MD 21223  
City, State, Zip

800-445-1191  
Telephone#

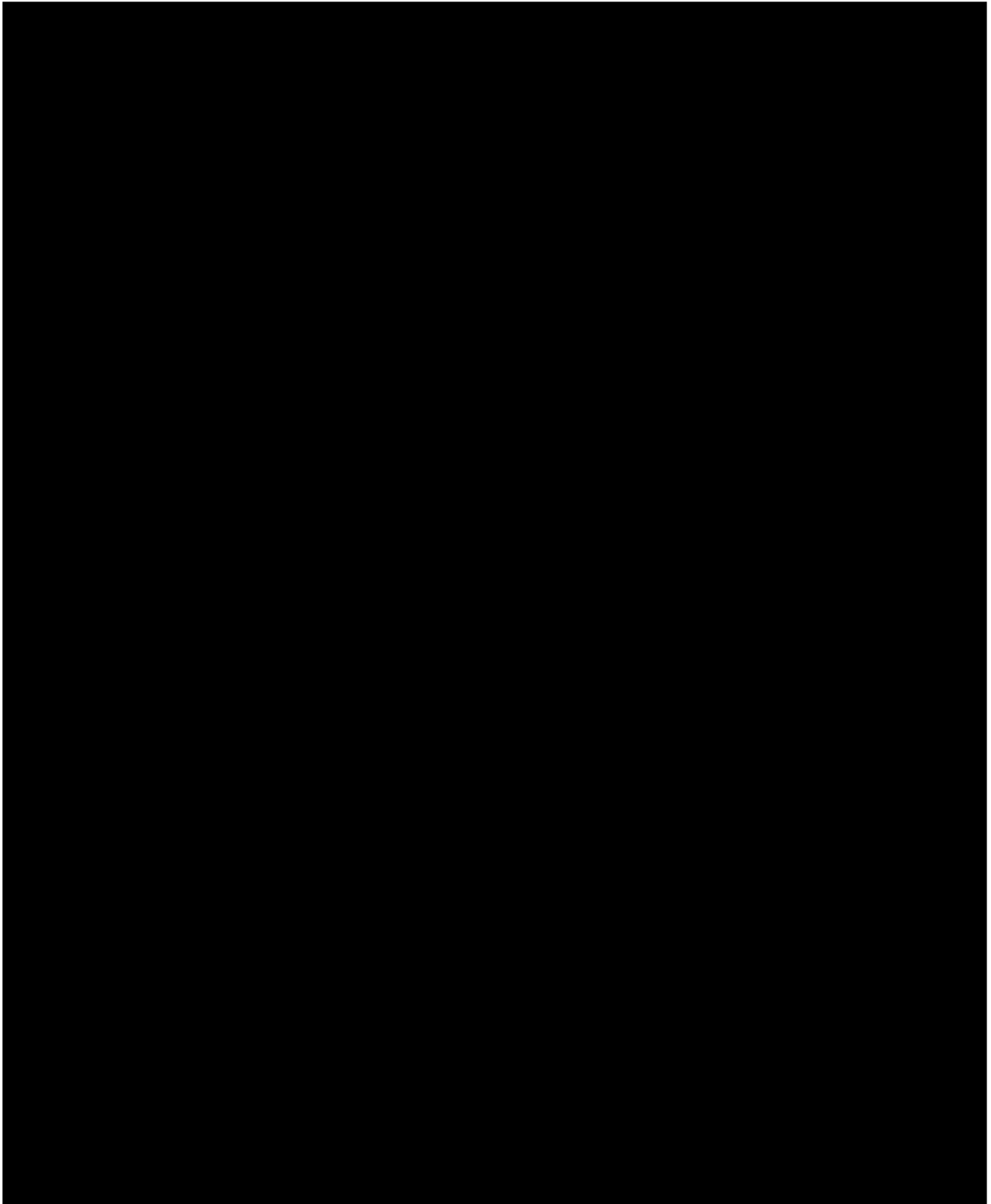
410-525-3488  
Fax #

[schools.lifetouch.com](http://schools.lifetouch.com)  
Web Page

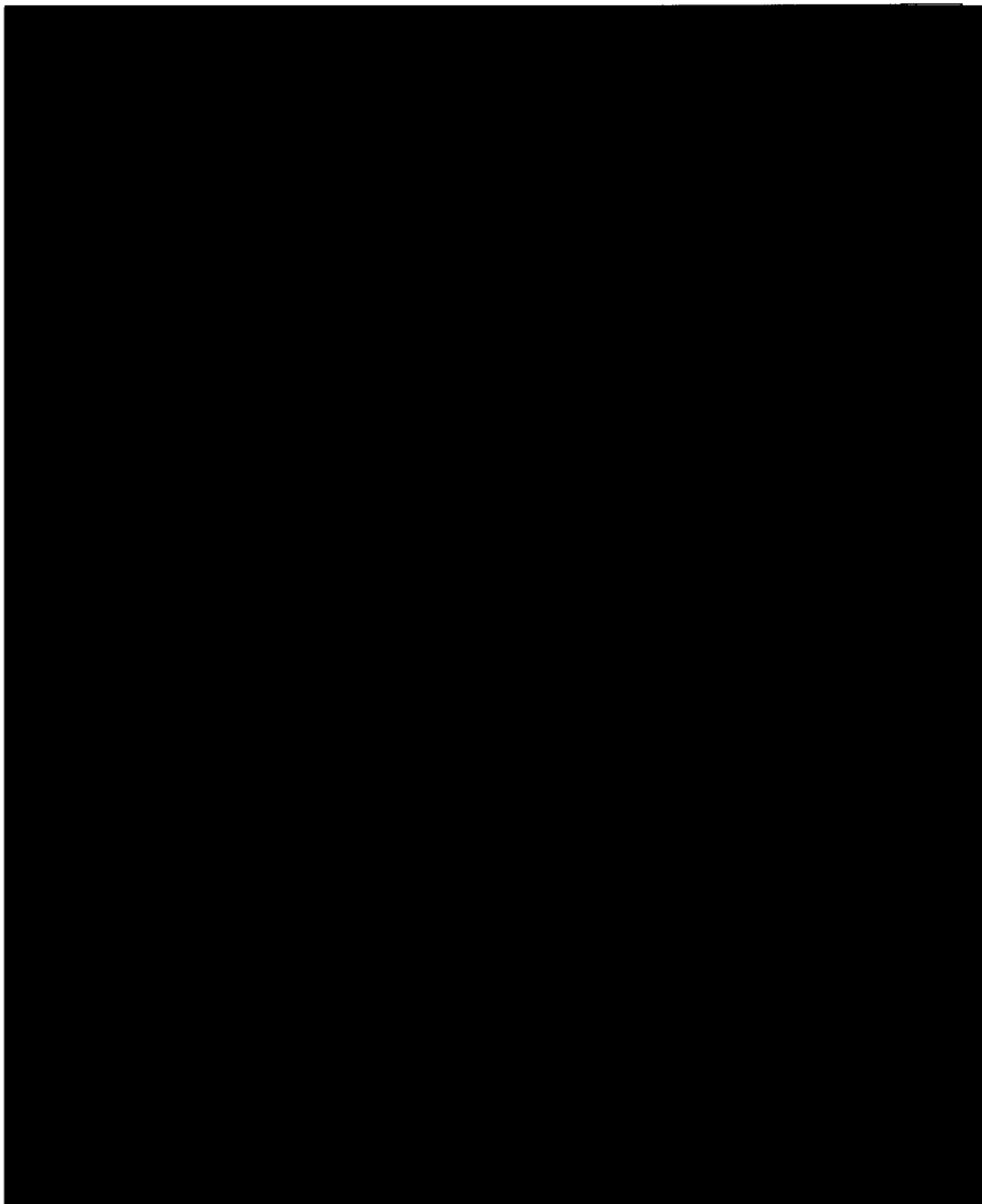
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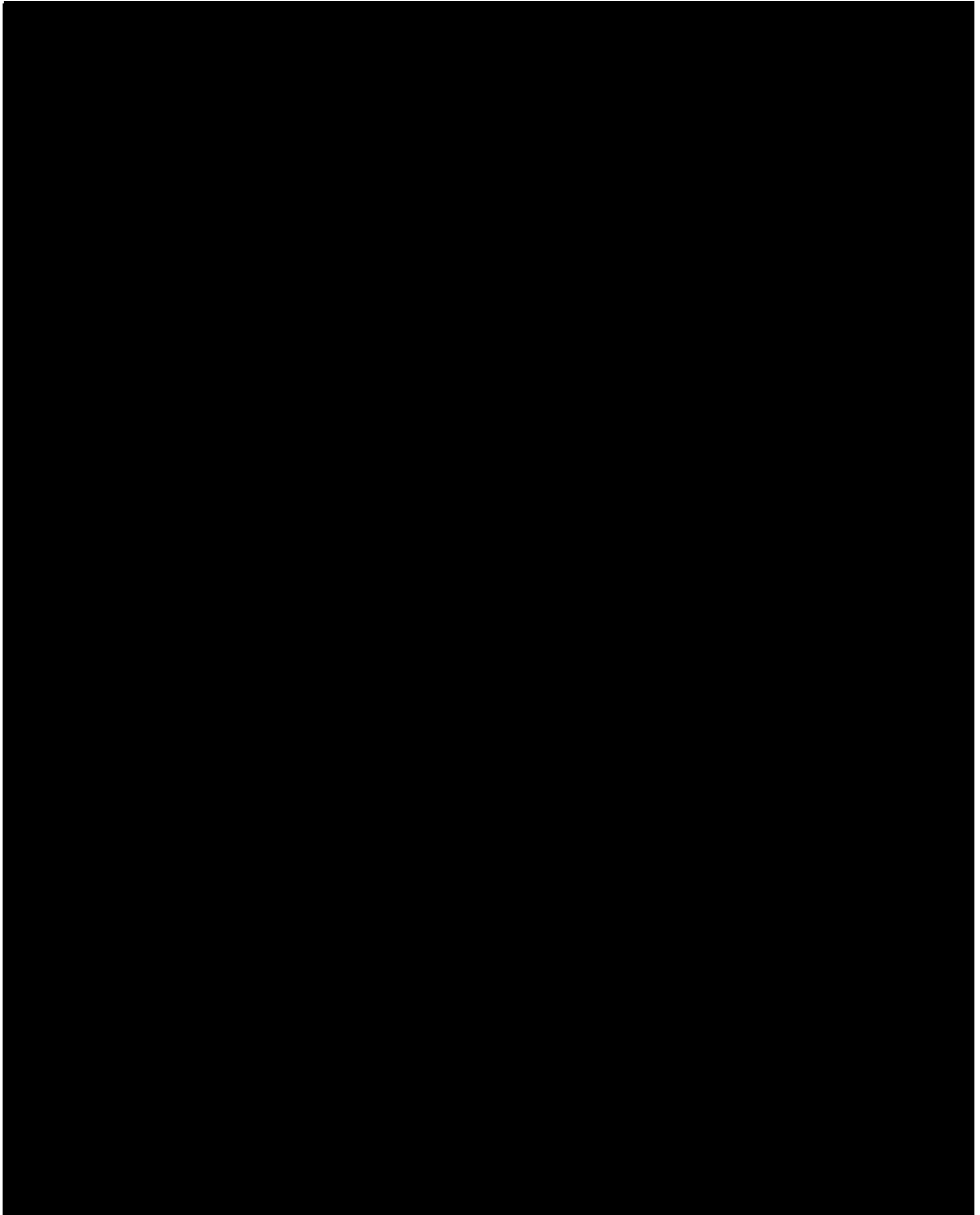
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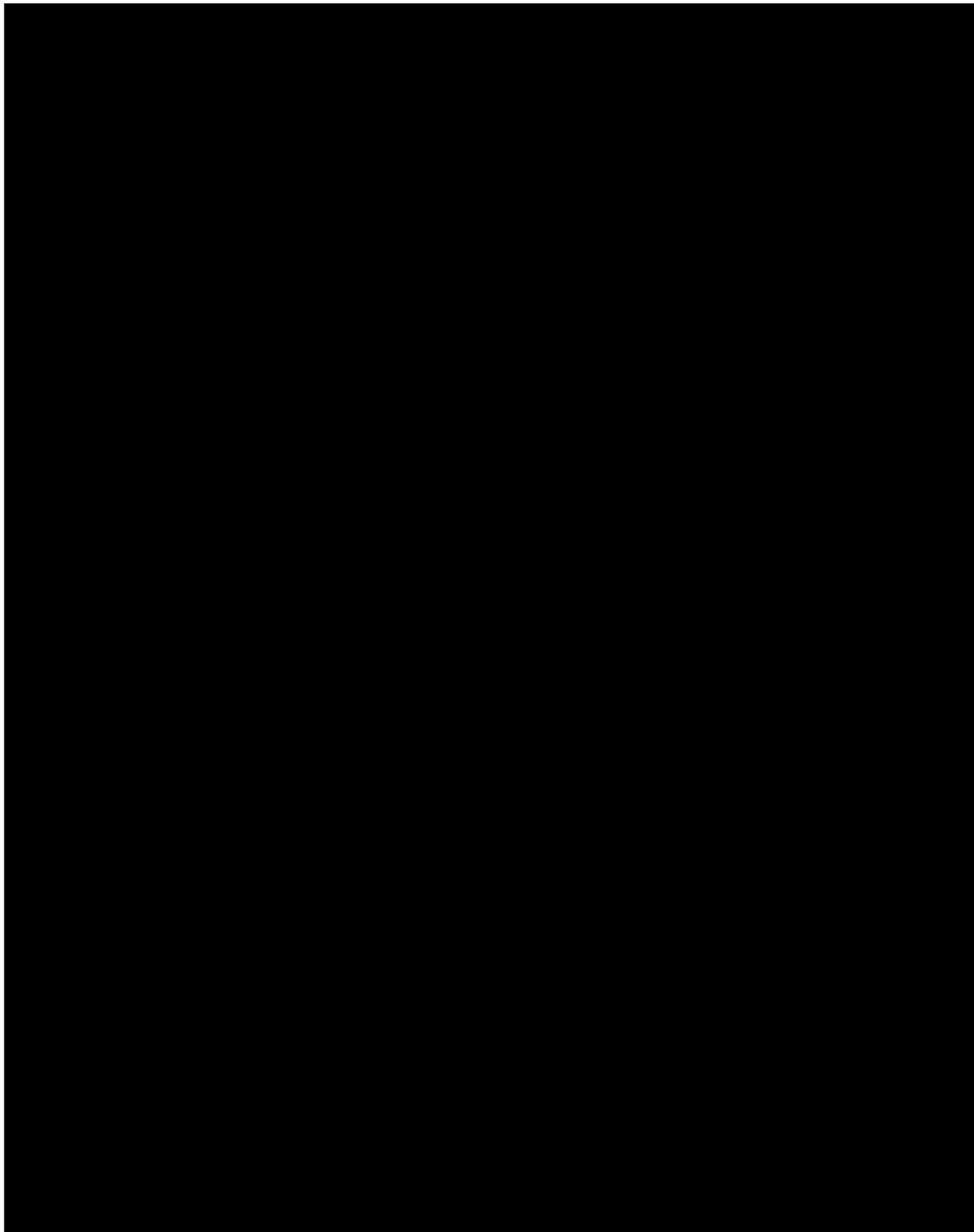
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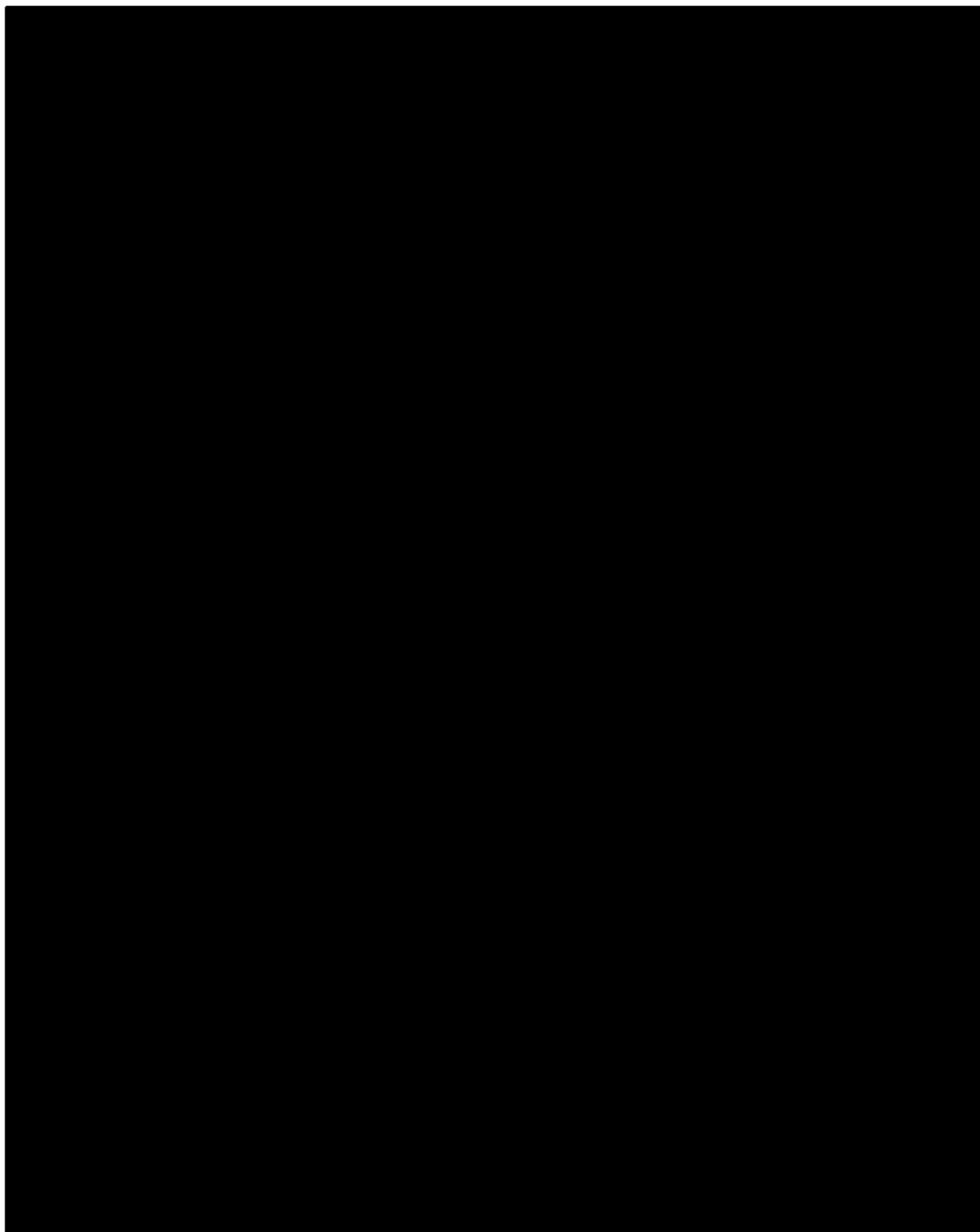
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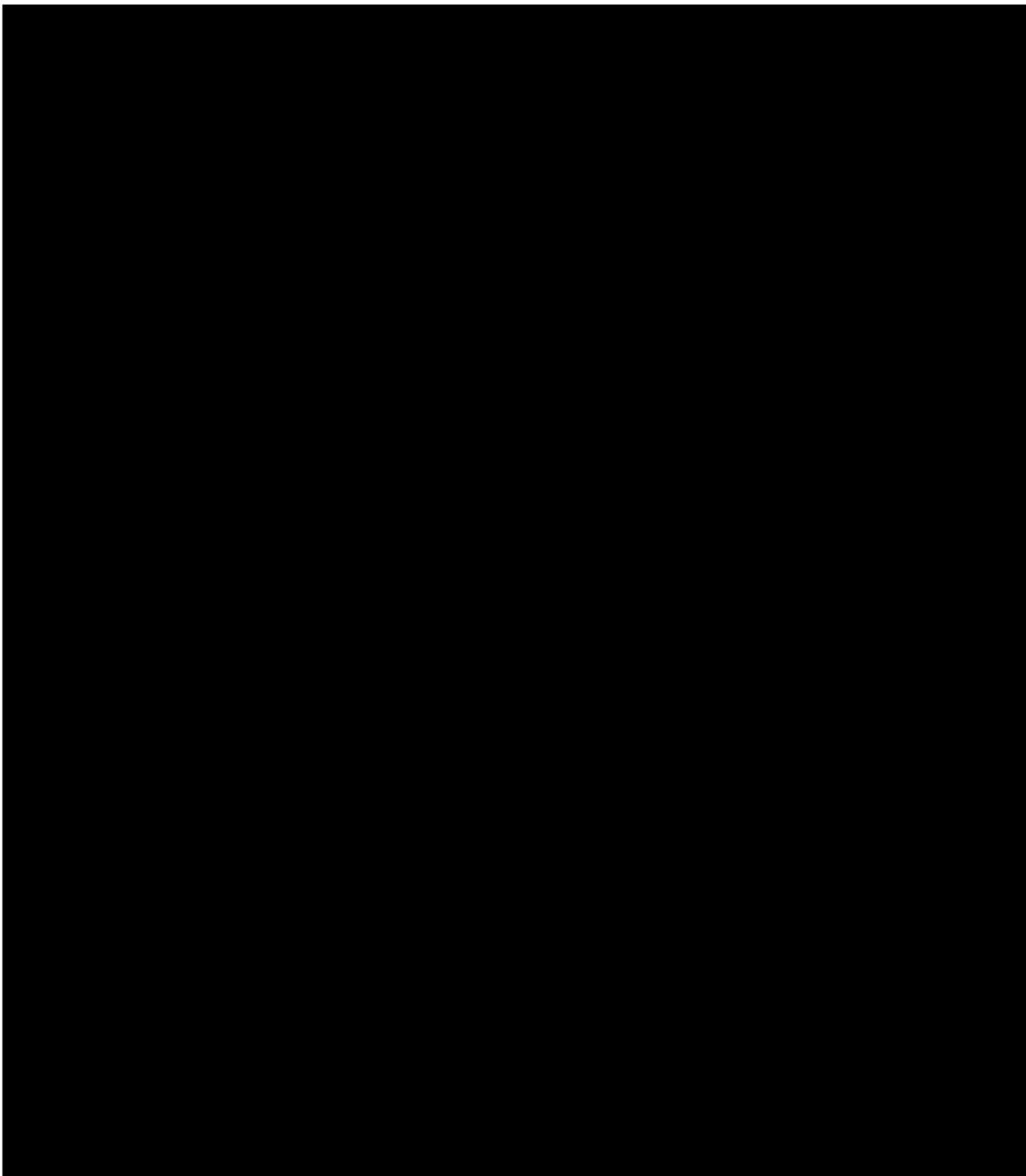
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## RESPONSE TO THE SPECIFICATIONS

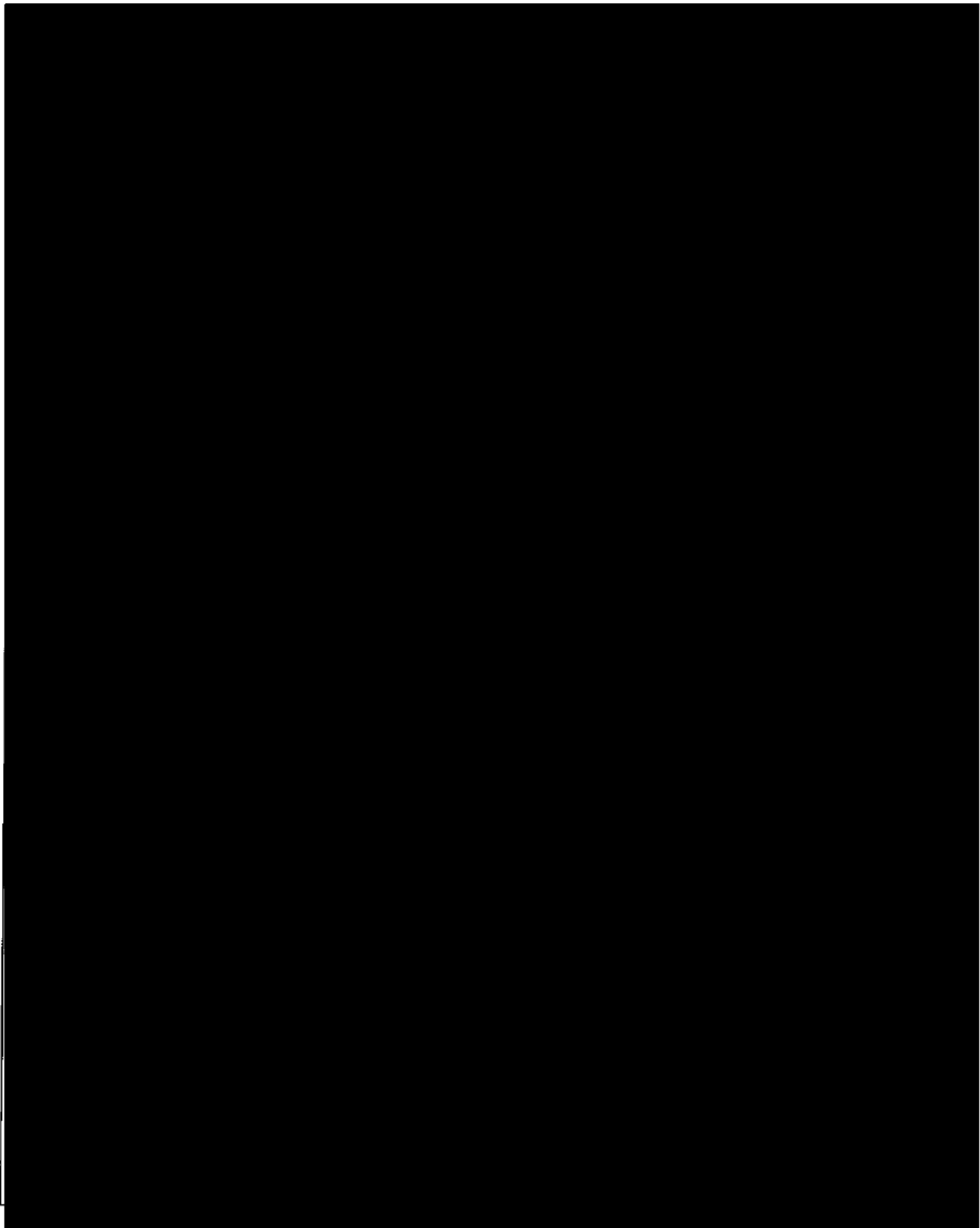


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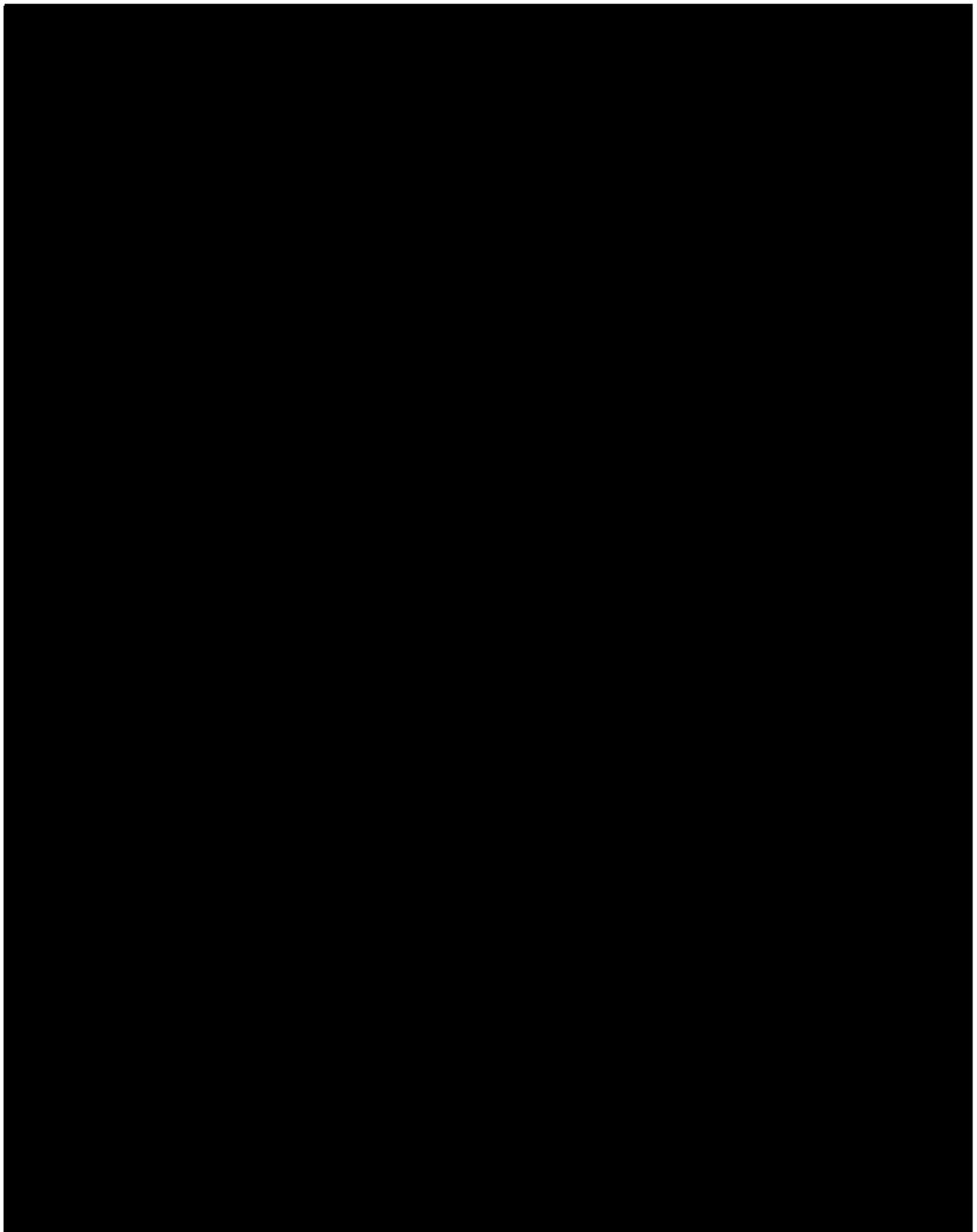




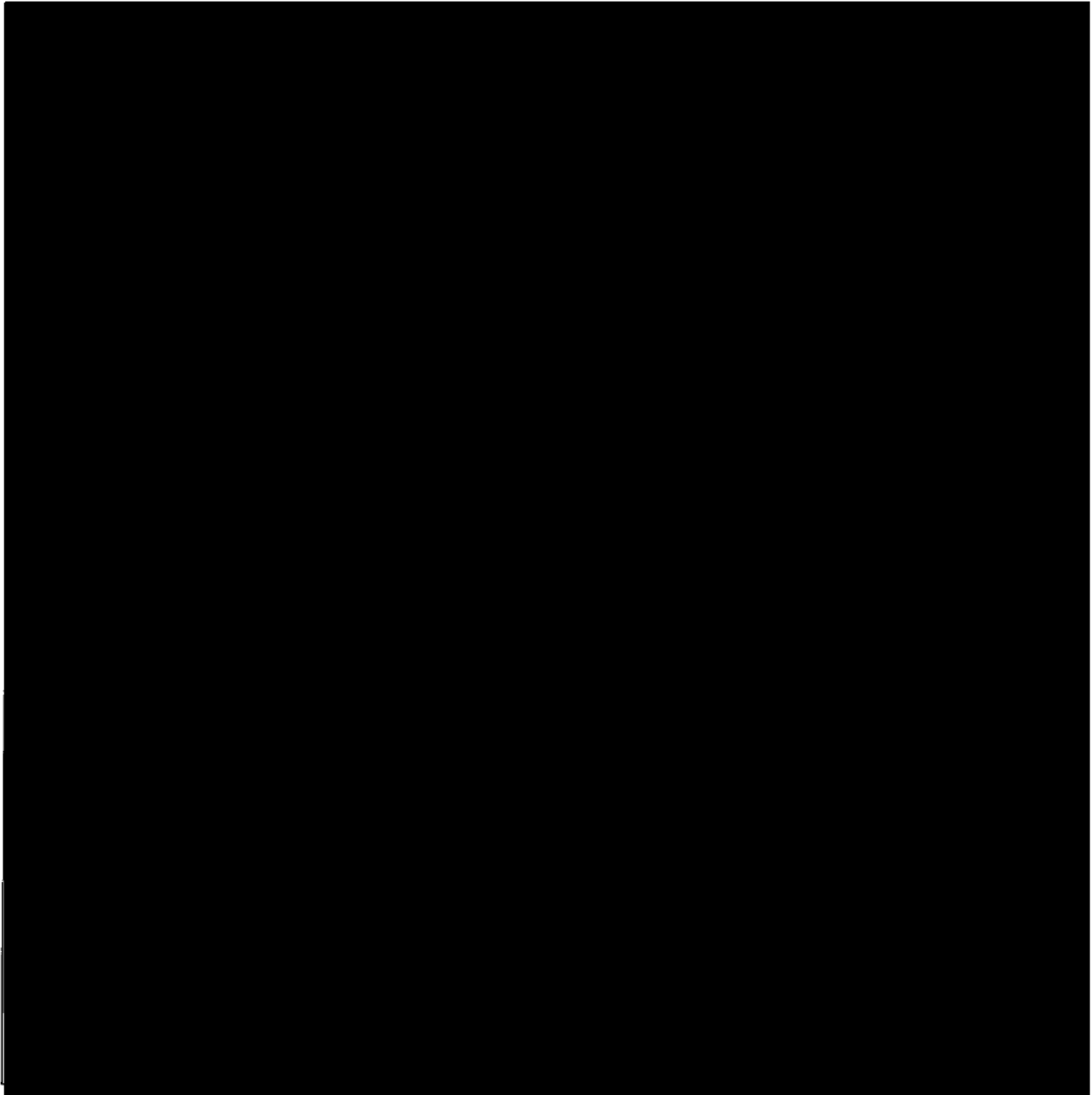
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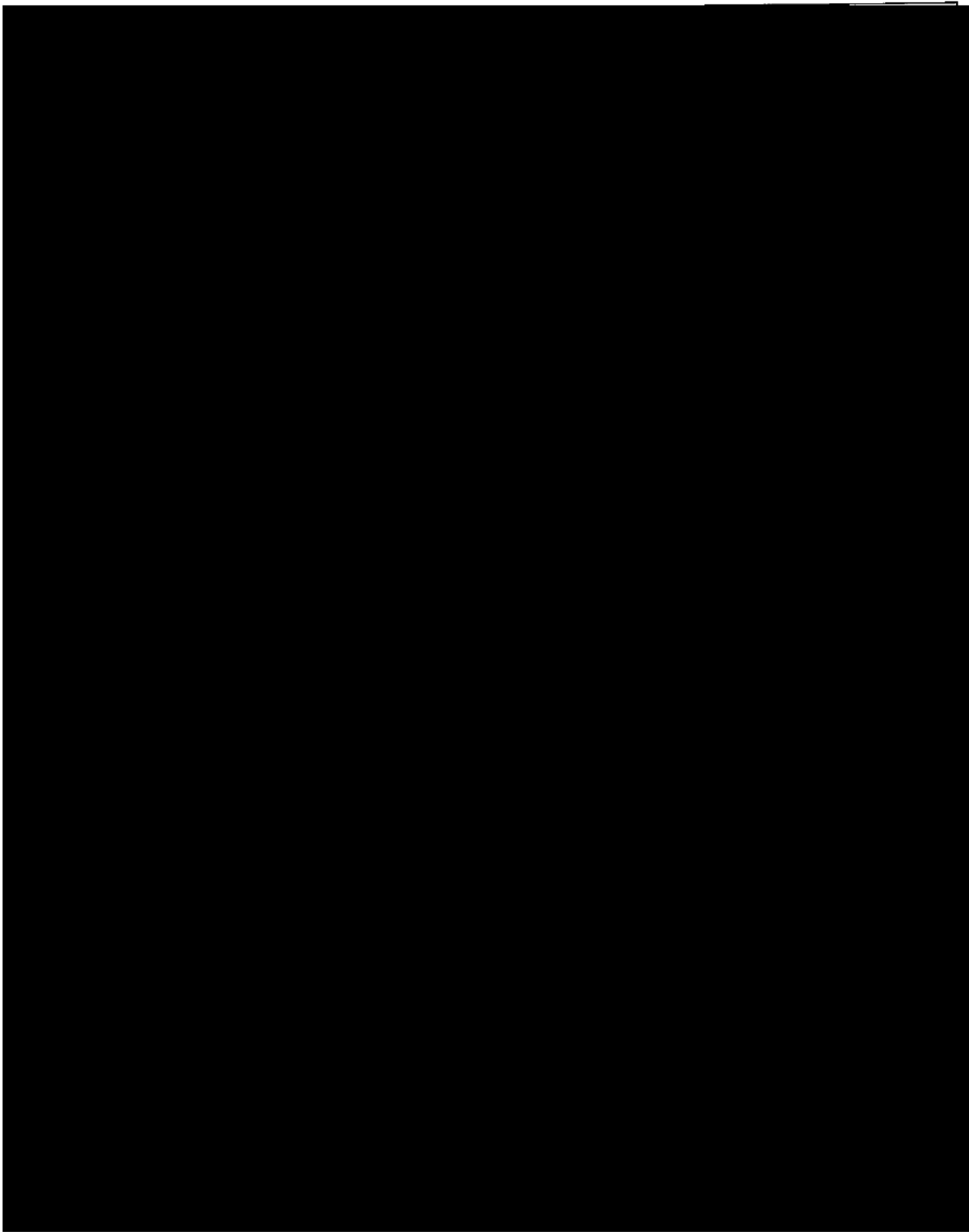
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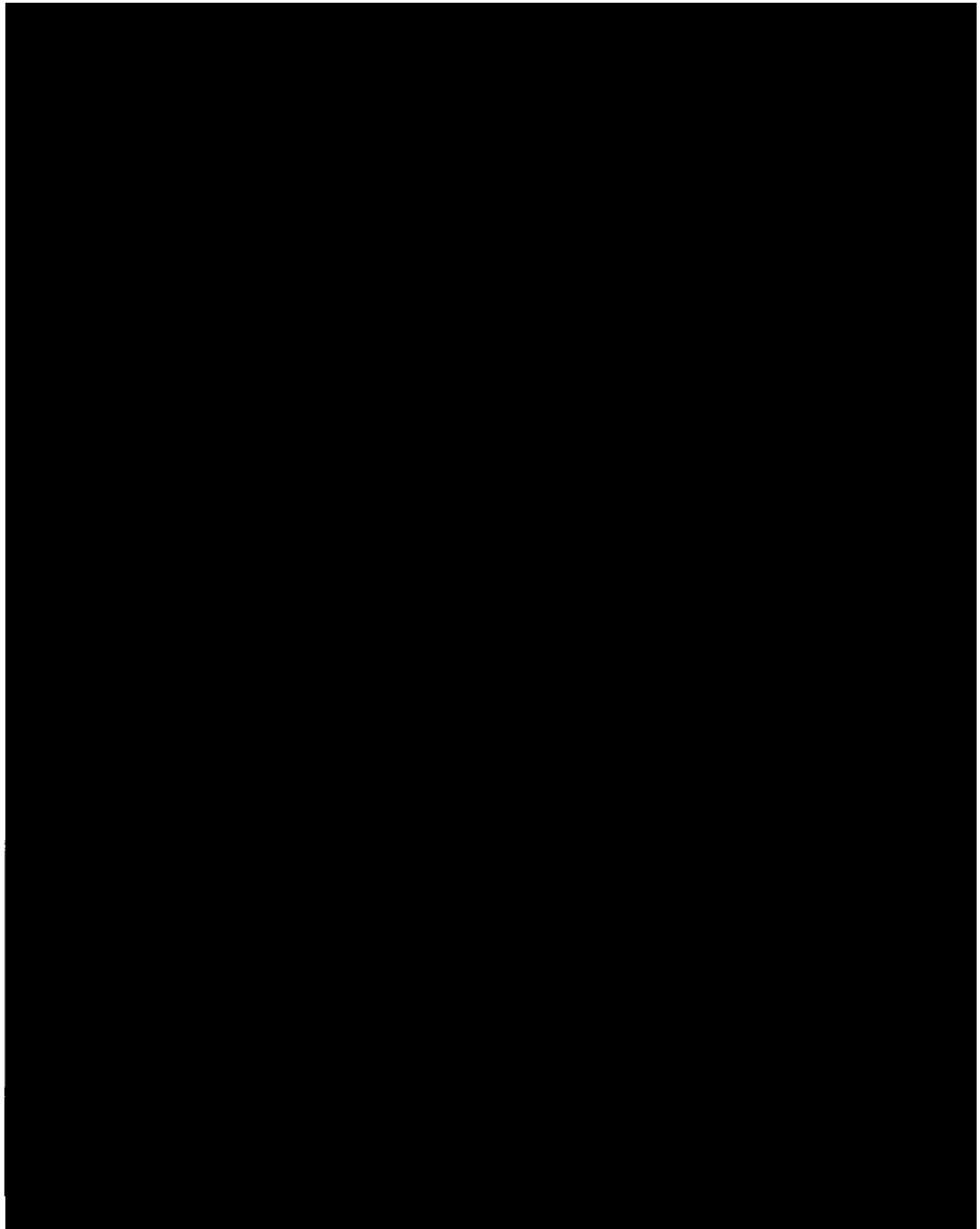
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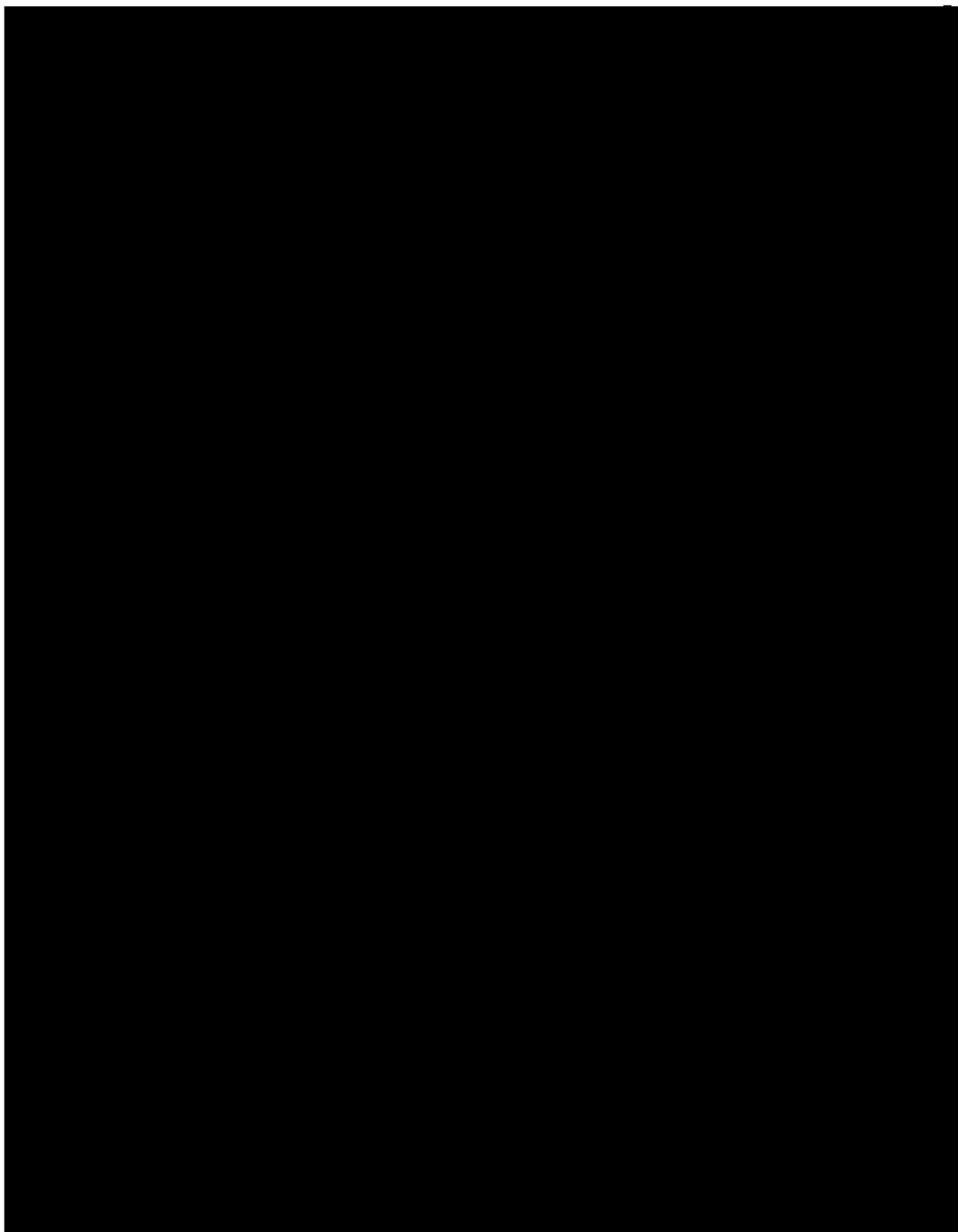
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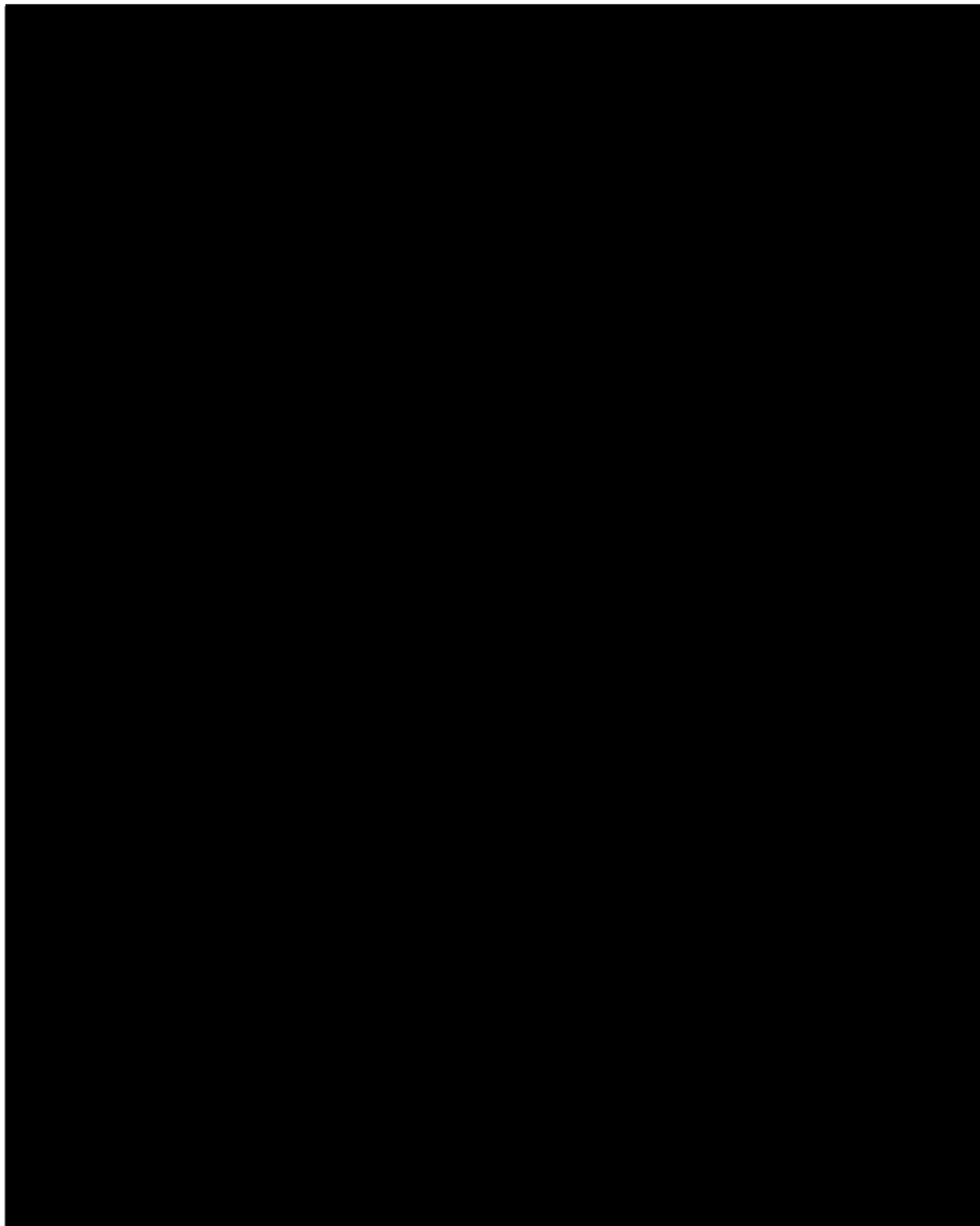
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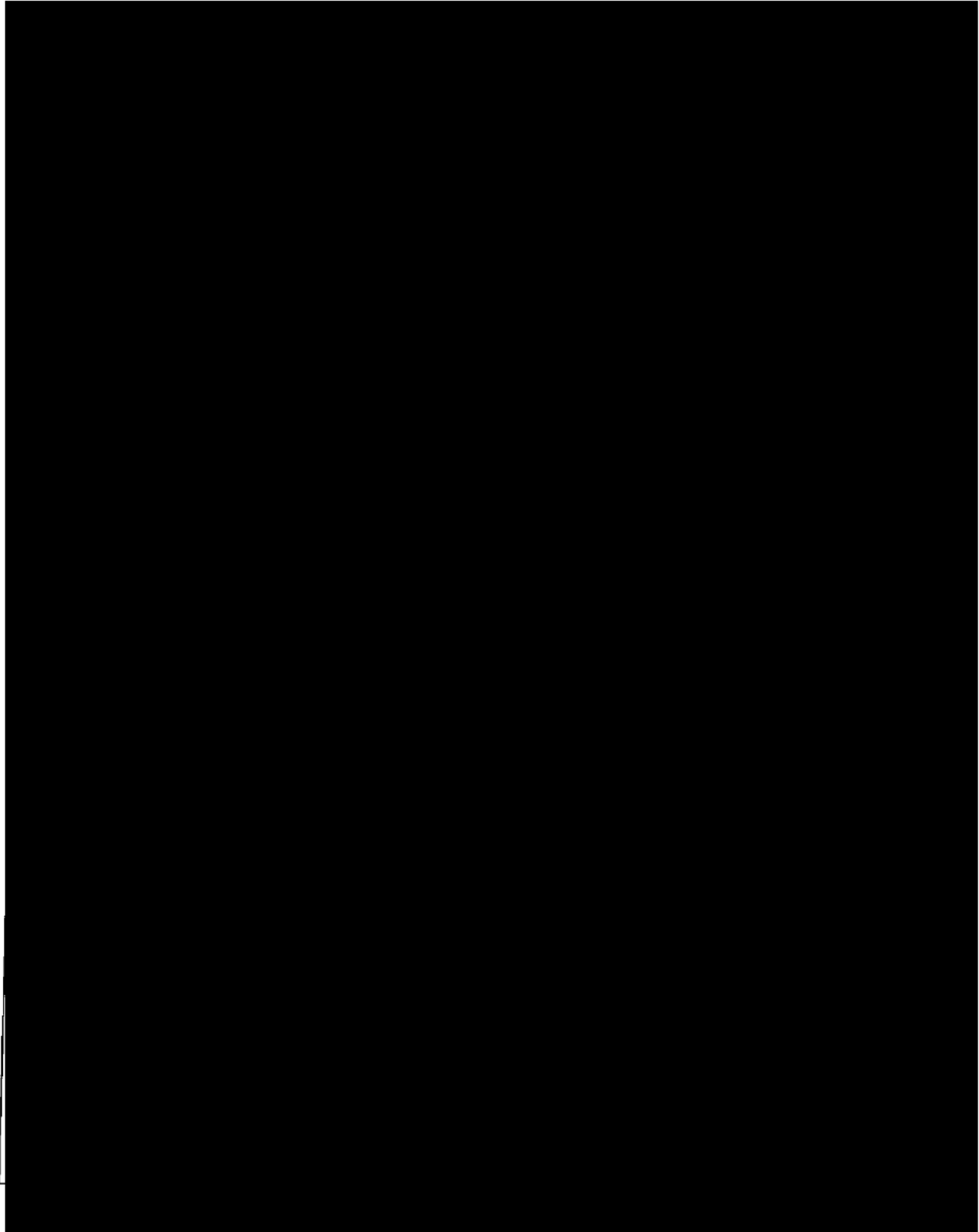


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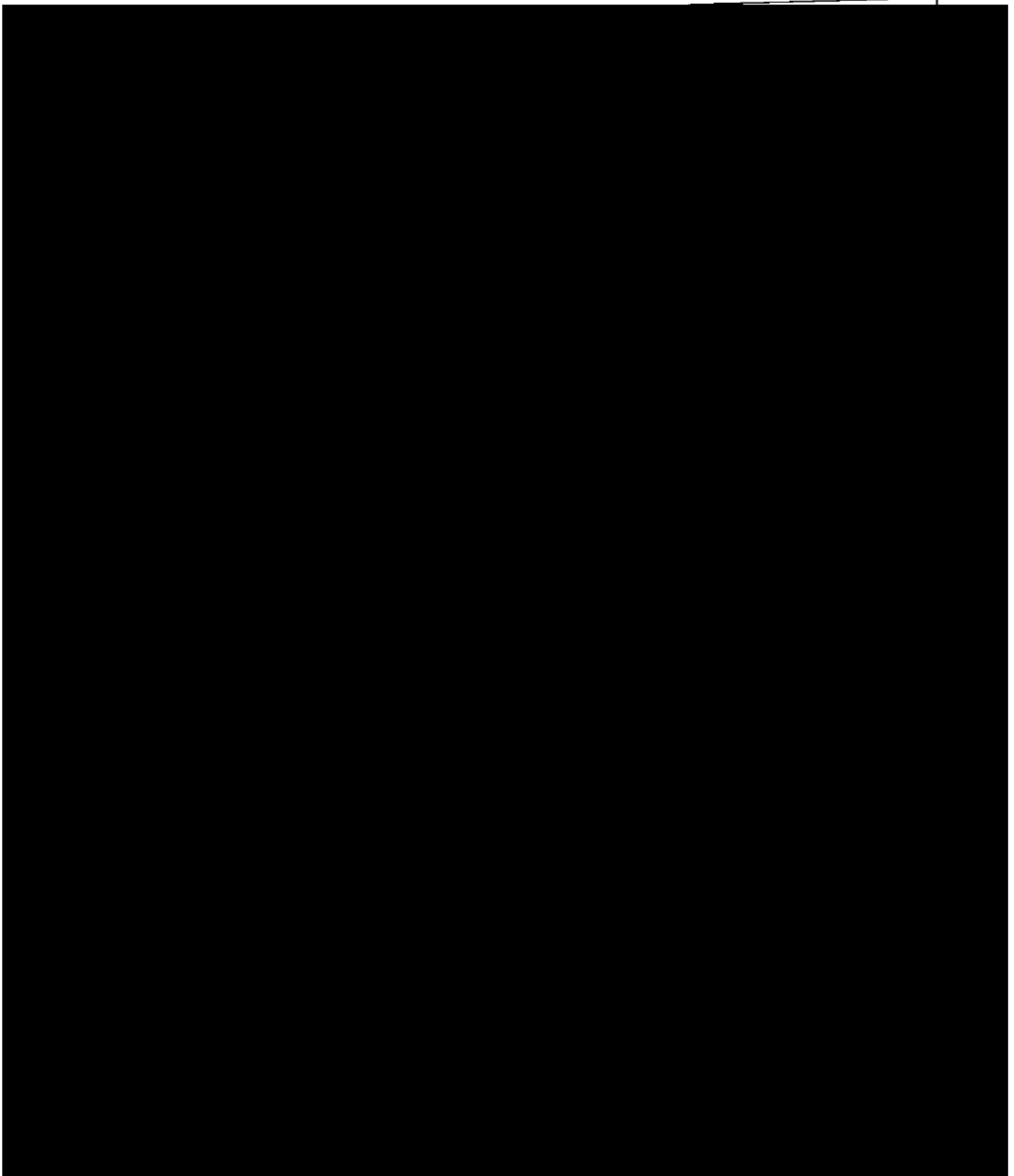




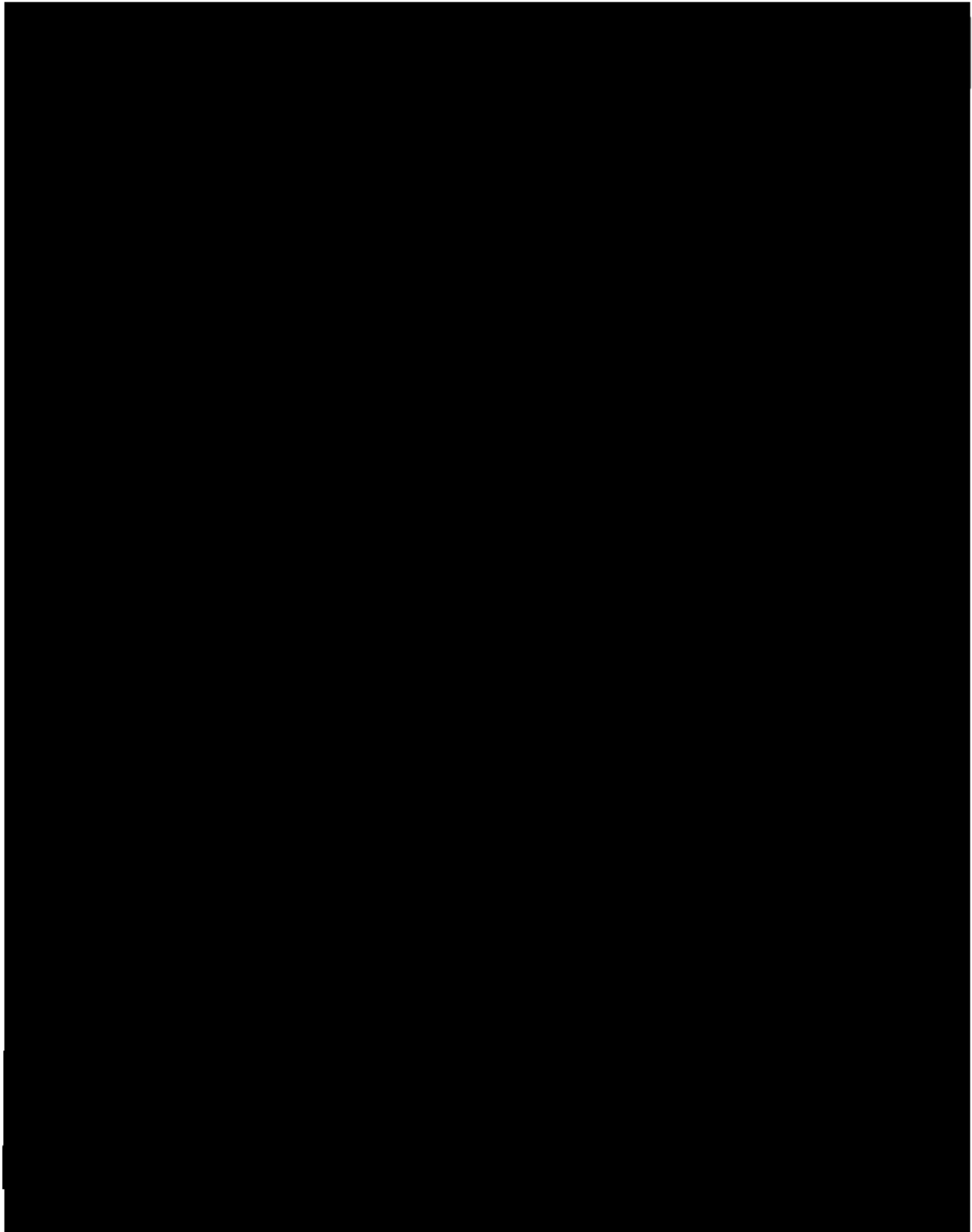
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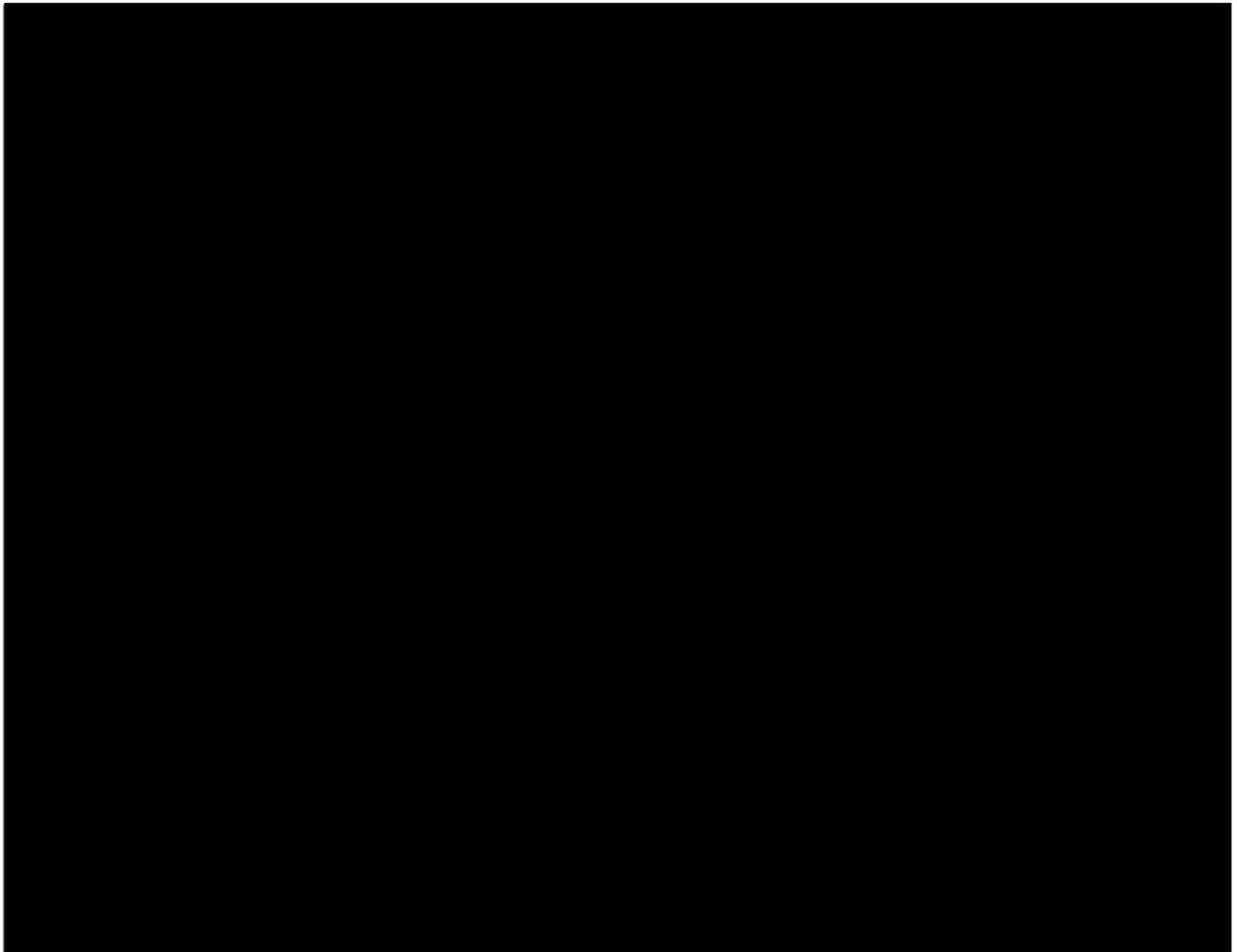
## RESPONSE TO THE SPECIFICATIONS



## RESPONSE TO THE SPECIFICATIONS



## RESPONSE TO THE SPECIFICATIONS



# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## IV CONTACT INFORMATION FOR CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this RFP response, please designate an employee whom HCPSS may contact during the period of the contract for contract administration issues or questions.

Name <u>Jeffrey Segall</u>	Title <u>Territory Manager</u>
Address <u>1017 Wilso Drive</u>	Phone <u>800-445-1191</u>
<u>Baltimore, MD 21223</u>	Fax <u>410-525-3488</u>
E-mail <u>jesegall@lifetouch.com</u>	Cellular <u>443-904-3337</u>

## V RECEIPT OF ADDENDA

Received:	Addendum: <u>1</u>	Dated: <u>11/15/2019</u>	<input checked="" type="checkbox"/>
Received:	Addendum: <u>2</u>	Dated: <u>11/26/2019</u>	<input checked="" type="checkbox"/>
Received:	Addendum: _____	Dated: _____	<input type="checkbox"/>

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## ATTACHMENT A

### GENERAL PROVISIONS

1. The Howard County Public School System (HCPSS) is a public school system in the state of Maryland.

Federal Tax ID:	62-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	62-73-0257K
2. All shipments must be prepaid, shipped by truck or parcel post, only if prices do not include delivery charges. Please prepay and add to invoice.
3. Invoice in triplicate to the individual parties requesting services.
4. Delivery hours shall be between 8:30 a.m. to 3:30 p.m. except Saturday, Sunday and holidays.
5. This order may be cancelled without penalty to the HCPSS if delivery is not made within 60 days.
6. Assignments and subcontracts the bidder may not assign or transfer this contract, any interest herein or any claim hereunder except as expressly authorized in writing by HCPSS.
7. Documents, materials and data: all documents, materials or data developed as a result of this contract shall be HCPSS's property. HCPSS has the right to use and reproduce any documents, materials, and data.
8. Indemnification the bidder shall indemnify, save harmless, and defend the Howard County Public School System and all of its representatives from any and all suits, actions, damages, and claims of any character brought on account of any injury or damages sustained by any person or property in consequence of any product, material, equipment, and/or work performed under this contract, either by the bidder and/or subcontractor, their agents, employees or representatives.
9. Independent contractor: the contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of HCPSS.
10. Nondiscrimination in employment: Article 49B of the annotated code of Maryland prohibits employment discrimination on the basis of age, sex, color, marital status, physical or mental handicap, national origin, race, or religion.
11. Order of preference: in the event of an inconsistency among provisions of this Request For RFP, the inconsistency shall be resolved by giving preference in the following order:
  - Attachment A - General Provisions
  - Terms and Conditions
  - The Procurement Specifications
  - Attachment B - Insurance
  - Attachment C - Confidential Information
  - Attachment D - Student Data Sharing Agreement
  - Attachment E - Data Security & Privacy
  - Attachment F - Family Educational Rights and Privacy Act ("FERPA")
  - Attachment G - Sex Offender Requirement
  - Attachment H - Student Counts by school
  - Drawings or other addenda
12. Compliance: This solicitation is issued in compliance with Section 6-112 of the Annotated Code of Maryland.
13. Commercial warranty: the Bidder agrees that the supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Howard County Board of Education by any other clauses of the contract.

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## ATTACHMENT B

### INSURANCE

#### I. General Insurance Requirements

1. The Service Provider (Awarded Bidder) shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Howard County Board of Education (Owner); nor shall the Service Provider allow any Subcontractor to commence work on any subcontract until all insurance required by the Subcontractor has been so obtained and approved by the Owner. Approval of insurance required of the Service Provider will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.
2. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract.
3. The Service Provider shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation, employers' liability insurance, and umbrella excess or excess liability insurance to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Owner in writing. The Service Provider shall furnish Subcontractors' certificates of insurance to the Owner immediately upon request.
4. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner.  
  
Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
5. No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.
6. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider shall forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Service Provider must comply with the insurance requirements as specified in this Contract.
7. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Owner grants specific approval for an exception. The Owner hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
8. Any deductibles or retentions in excess of \$5,000 shall be disclosed by the Service Provider, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

9. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Service Provider in connection with this Contract shall belong to and be payable to the Owner.
10. If the Owner is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Service Provider shall bear all reasonable costs properly attributable thereto.

## II. Owner's Liability Insurance

1. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance, or solely at the Owner's option, the Owner may self-insure the Owner's liability exposures.

## II. Service Provider's Liability Insurance

1. The Service Provider shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Service Provider's operations under the Contract and for which the Service Provider may be legally liable, whether such operations be by the Service provider or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

- 1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
  - \$ 1,000,000 each occurrence;
  - \$ 1,000,000 personal and advertising injury;
  - \$ 2,000,000 general aggregate; and
  - \$ 2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) General aggregate limit applying on a per project basis;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent contractors and subcontractors;
- d) Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
- e) Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- f) Liability arising from any explosion, collapse, or underground (XCU) hazards.

- 1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- a) Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only);
- b) Automobile contractual liability.

- 1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.



# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

- 1.4 Service Provider pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean-up costs on and off the Project site, with a minimum limits of:  
\$ 1,000,000 each pollution incident; and  
\$ 2,000,000 annual aggregate.
- 1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:  
\$ 2,000,000 per occurrence;  
\$ 2,000,000 aggregate for other than products/completed operations and auto liability;  
\$ 2,000,000 products/completed operations aggregate
- Umbrella to include all of the following coverage on the applicable schedule of underlying insurance:
- a) Commercial general liability;
  - b) Business auto liability; and
  - c) Employer's liability.
- 1.6 The Owner and the Owner's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Service Provider's commercial general liability insurance and the umbrella excess liability or excess liability insurance policies with respect to liability arising out of the Service Provider's work under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:
- a) On-going operations; and
  - b) Completed operations.

**Special Note:** Policies endorsed with the following combination of ISO forms shall be acceptable:

- a) CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization";
- b) CG 2037 entitled "Additional Insured - Owners, Lessees or Contractors - Completed Operations";

**OR**

- c) CG 2033 entitled "Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You";
- d) CG 2037 entitled "Additional Insured - Owners, Lessees or Contractors - Completed Operations."

*Both endorsements are required to afford coverage to the additional insured for both in-going operations and completed operations. Additionally, the schedules on these endorsements must properly reference the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees.*

- 1.7 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees under any Service Provider's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)
- 1.8 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and

# RESPONSE TO THE SPECIFICATIONS

## Photography Services BID# 026.20.B2

Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.

2. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:

- 2.1 The Service Provider shall agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the services provided under this Contract;

or

- 2.2 The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## ATTACHMENT C

### CONFIDENTIAL INFORMATION

1. **Obligation of Confidentiality** - In performing services under this Agreement, the Service Provider (Awarded Bidder) and Howard County Board of Education (Owner) may be exposed to and will be required to use certain "Confidential Information". Service Provider and Owner along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.
2. **Definition** - "Confidential Information" means information, not generally known, and proprietary to the Service Provider or Owner or to a third party for whom the Service Provider or Owner is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Service Provider or Owner. All information which Service Provider or Owner acquires or becomes acquainted with during the period of this Agreement, whether developed by Service Provider, Owner or others, which Service Provider or Owner has a reasonable basis to believe to be Confidential.
3. The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of Owner to Service Provider; (ii) all information provided by to Service Provider to Owner pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Service Provider, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.
4. "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon termination or completion of the Services hereunder, upon request of Owner, Service Provider will deliver to Owner (in a Service Provider format) the Owner's Confidential Information as housed in the Service Provider production database(s), provided that Service Provider may maintain archival copies for audit purposes and dispute resolution purposes and Service Provider may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. Service Provider shall remain under its contractual obligation of confidentiality and security to Owner and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## ATTACHMENT D

### STUDENT DATA SHARING AGREEMENT: APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS

This is an agreement between Lifetouch ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on date of award, expected to be January 9, 2020, and ending on December 31, 2020. If contract is renewed on a yearly basis, this Student Sharing Agreement shall remain in effect through December 31, 2025.

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the VENDOR's Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

**Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services through its digital platform: ~~Identifying the specific services the vendor will be providing.~~

B. **Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.

C. **Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.

#### 1. Specific CLIENT DATA Shared Under this Agreement

- i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
- ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
- iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.

D. **Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.

E. **Data De-identification:** VENDOR may use de-identified Data for product development, research, or other internal purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.

F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.

G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA information in a secure manner.
  - 1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
  - 2. VENDOR will conduct periodic risk assessments and remediate any identified security

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
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vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its FERPA obligations under this section.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any negligence or misconduct of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

*Signatures are on the next page.*

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

CLIENT:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

VENDOR:

By:

  
Signature

Jeffrey Segall  
Printed Name

Territory Manager  
Title

11/26/2019  
Date

Lifetouch National School Studios, LLC  
Vendor Name

1017 Wilso Drive  
Address

Baltimore, MD 21223  
City, State      Zip Code

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## ATTACHMENT E

### DATA SECURITY AND PRIVACY

1. Service Provider shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer; and 4) dispose of Confidential Information in a secure manner.
2. To comply with the safeguard obligations generally described above, Service Provider has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Owner Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures. Service Provider shall notify Owner in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after Service Provider has either actual or constructive knowledge of a breach which affects Owner's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Service Provider shall have actual or constructive knowledge of an Incident if Service Provider actually knows there has been an Incident or if Service Provider has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Service Provider shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Service Provider shall promptly take appropriate action to mitigate such risk or potential problem at Service Provider's expense. In the event of an Incident, Service Provider shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.



# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## ATTACHMENT F

### FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

1. Service Provider acknowledges that it will be in receipt of student information rendered confidential under the Family Educational Rights and Privacy Act ("FERPA") and affirms that it will maintain, use, share, and destroy that information in compliance with FERPA. Service Provider agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, associated with any act or omission by Service Provider, its agents and employees concerning its FERPA obligations under this section.
2. The Service Provider shall only use the information provided under this Agreement for the purpose intended. No other use, access, conversion, or sharing of the information outside of the intended purpose is allowed.
3. The Service Provider may retain, store, hold information provided by Owner only for the duration of the Agreement. At the end of the Agreement, Service Provider must destroy all data, records, images, and any other information in compliance with the National Institute of Standards and Technology (NIST) within 30 days after the end of the Agreement and/or Termination.
4. Service Provider agrees to indemnify and hold harmless Owner, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.
5. Owner agrees to indemnify and hold harmless Service Provider, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of Owner or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

## ATTACHMENT G

### SEX OFFENDER REQUIREMENT

1. Service Provider affirms that it will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
2. Service Provider agrees to perform the work and services required under this Agreement, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this Agreement. Background investigations include a criminal records history check through the employee's State criminal records repository via submission of the employee's ten-print fingerprint card. The Board of Education reserves the right to require verification of the criminal records check and State reply upon request. Results must be returned to the employer by the State agency and must be delivered to the Board of Education within 72 hours of receipt by Contractor or within 72 hours of request.
3. Attached Education Article 6-113.2 Affidavit must be signed and returned with the proposal.

# RESPONSE TO THE SPECIFICATIONS

Photography Services

Bid #026.20.B2

September 2019 Unofficial Enrollment

## ATTACHMENT H

### Elementary Schools

Atholton	504
Bellows Spring	773
Bollman Bridge	766
Bryant Woods	448
Bushy Park	638
Centennial Lane	717
Clarksville	437
Clemens Crossing	508
Cradlerock	497
Dayton Oaks	720
Deep Run	767
Ducketts Lane	570
Elkridge	922
Forest Ridge	690
Fulton	1021
Gorman Crossing	848
Gullford	475
Hammond	604
Hanover Hills	757
Hollifield Station	873
Iichester	634
Jeffers Hill	414
Laurel Woods	645
Lisbon	443
Longfellow	447
Manor Woods	627
Northfield	701
Phelps Luck	633
Pointers Run	913
Rockburn	628
Running Brook	484
St. Johns Lane	763
Stevens Forest	424
Swansfield	562
Talbott Springs	507
Thunder Hill	474
Triadelphia Ridge	555
Veterans	960
Waterloo	603
Waverly	950
West Friendship	393
Worthington	508

### Middle Schools

Bonnie Branch	703
Burleigh Manor	811
Clarksville	710
Dunloggin	628
Elkridge	765
Ellicott Mills	909
Folly Quarter	700
Glenwood	515
Hammond	602
Harpers Choice	493
Lake Elkhorn	560
Lime Kiln	660
Mayfield Woods	788
Mount View	853
Murray Hill	733
Oakland Mills	494
Patapsco	746
Patuxent Valley	698
Thomas Viaduct	735
Wilde Lake	688

### High Schools

Atholton	1459
Centennial	1599
Glenelg	1197
Hammond	1397
Homewood	121
Howard	1812
Long Reach	1698
Marriotts Ridge	1471
Mount Hebron	1693
Oakland Mills	1245
Reservoir	1624
River Hill	1380
Wilde Lake	1350

### Special School

Cedar Lane	117
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# RESPONSE TO THE SPECIFICATIONS



Office of Purchasing  
10910 Clarksville Pike Ellicott City, Maryland 21042-6198  
(410) 313-6724, fax (410) 313-6789

November 15, 2019

TO: All Prospective Vendors  
FROM: *C. Clement*  
CeCe Clement, Purchasing Manager  
RE: RFP # 026.20.B2 - Addendum No. 1  
Photography Services

The following amends the above referenced solicitation. Receipt of this addendum must be acknowledged in your proposal submission (RFP Response Sheet item V.).

#### Due Date

Vendors are reminded that proposals are due at the Department of Education office located at the address above prior to 10:00 a.m., Monday, December 2, 2019. Late responses will not be accepted.

#### Change

Part 1. Instructions, C. 1. CONTRACT PERIOD – Should now read “Initial contract term shall begin upon date of award by the Board of Education and end on June 30, 2021.” (Contract term may be extended for an additional five (5) one-year periods subject to satisfactory performance and available funding).

Part 1. Instructions, M.1. SAMPLES – Samples are required and are to be submitted with proposal package.

#### Additions

Part III. Specifications, A. 2. ATTACHMENT I – Education Article 6-113.2 Affidavit (attached). **Form must be signed and submitted with the proposal package.**

Part III. Specifications, A. 16. Principals shall have the authority, without penalty, to opt out of multi-year agreements offered by Contractors.

10910 Clarksville Pike • Ellicott City, MD 21042 • 410-313-6600 • www.hcpss.org

# RESPONSE TO THE SPECIFICATIONS



Office of Purchasing  
10910 Clarksville Pike Ellicott City, Maryland 21042-6198  
(410) 313-6724, fax (410) 313-6789

November 26, 2019

TO: All Prospective Vendors  
FROM: CeCe Clement, Purchasing Manager  
RE: RFP # 026.20.B2 - Addendum No.2  
Photography Services

The following amends the above referenced solicitation. Receipt of this addendum must be acknowledged in your proposal submission (RFP Response Sheet item V.).

**Due Date**

The due date has been extended from Monday, December 2, 2019 at 10:00 AM to 10:00 a.m., Wednesday, December 4, 2019. Late responses will not be accepted.

There are no other changes.

10910 Clarksville Pike • Ellicott City, MD 21042 • 410-313-6600 • [www.hcps.org](http://www.hcps.org)

**Lifetouch**



# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026 20.B2

## ATTACHMENT D

### STUDENT DATA SHARING AGREEMENT: APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS

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# RESPONSE TO THE SPECIFICATIONS

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BID# 026.20.B2

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- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
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# RESPONSE TO THE SPECIFICATIONS

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BID# 026.20.B2

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- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its FERPA obligations under this section.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any negligence or misconduct of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

Signatures are on the next page.



# RESPONSE TO THE SPECIFICATIONS

Photography Services  
BID# 026.20.B2

CLIENT:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

VENDOR:

By:

Jeffrey Segall  
Signature

Jeffrey Segall  
Printed Name

Territory Manager  
Title

11/26/2019  
Date

Lifetouch National School Studios, LLC  
Vendor Name

1017 Wilso Drive  
Address

Baltimore, MD 21223  
City, State      Zip Code



# RESPONSE TO THE SPECIFICATIONS



## EDUCATION ARTICLE 6-113.2 AFFIDAVIT

### A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) Jeff Segall possess the legal authority to make this Affidavit on behalf of Lifetouch National Schools LLC (name of company).

### B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER A HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) CONTRACT

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
  - The current employer
  - All former school employers; and
  - All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors.
2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
  - Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
  - Has ever been disciplined, discharged, non-renewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
  - Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and

# RESPONSE TO THE SPECIFICATIONS

2. Request a report from the Maryland State Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant a) holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to HCPSS access to the employee's records upon request.

Before assigning an employee to perform work for HCPSS in a position involving direct contact with minors, Contractor shall provide notice to HCPSS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for HCPSS in a position involving direct contact with minors if HCPSS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER FIRM THAT:

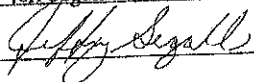
I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 11/26/2019


By: Jeff Segall (printed name of Authorized Representative and affiant)

 (signature of Authorized Representative and affiant)




# SHUTTERFLY STOREFRONT FUNDRAISER

## Shutterfly Storefront Program



Preserve memories

It's easy to fundraise with a Shutterfly Storefront. Customers simply use your unique Storefront URL to make purchases and 8% of all purchases goes directly to your school.



EXCLUSIVE TO  
LIFETOUCH  
SCHOOL  
PHOTOGRAPHY  
PARTNERS

The Shutterfly Storefront Program is an easy fundraising opportunity, now exclusive to schools that partner with Lifetouch. Customers simply use your unique Storefront URL to make purchases and 8% of all sales go directly back to your schools. There are no upfront costs, fees or product markups. It's free to launch and run your Storefront!

## HOW IT WORKS

- 1) Create a personal Storefront for your school.
- 2) Promote your school's Storefront to parents, teachers, friends and family.
- 3) Share your unique URL for others to make purchases from Shutterfly or Tiny Prints.
- 4) As a Lifetouch partner, you will receive **8% commission** on every order placed.

WHAT TO EXPECT			
ORDERS	AVERAGE ORDER	REVENUE	MONEY FOR YOUR SCHOOL
50	\$60	\$3,000	\$240
100	\$60	\$6,000	\$480
150	\$60	\$9,000	\$720
200	\$60	\$12,000	\$960

# SHUTTERFLY GIFT WITH PURCHASE

Applicable for Fall 2019 Package Purchases

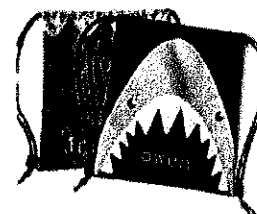


## INTRODUCING LIFETOUGH DIGITAL IMAGE DELIVERY ON SHUTTERFLY

When families order an eligible package on [mylifetouch.com](http://mylifetouch.com), they will receive their digital school pictures on Shutterfly where they can preserve their digital collection as it grows each year.



Plus, families will receive a gift with purchase when they buy school pictures.



Families who order any package before Picture Day on [mylifetouch.com](http://mylifetouch.com) will receive **TWO (2)** gifts from Shutterfly: **A drawstring backpack for their student and a photo book for the parent or guardian.**



*Capture* the milestones with Lifetouch.



*Preserve* photos with Shutterfly's unlimited free storage.



*Share* with easy access to your images.

# SCHOOL & DISTRICT BRANDING

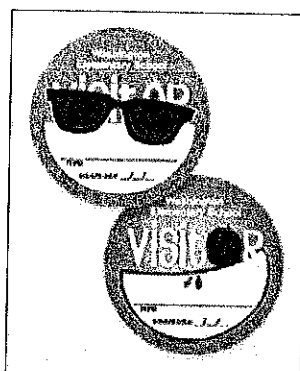
## LIFETOUGH PRINTSHOP

Enhance your brand and bring your school's message to students and the larger community with products such as banners, posters, and more! The Lifetouch PrintShop is designed to professionally convey your schools' positive behavior, character building, recognition, school messaging and branding initiatives! We have a wide variety of customizable templates available.

### Featured Products



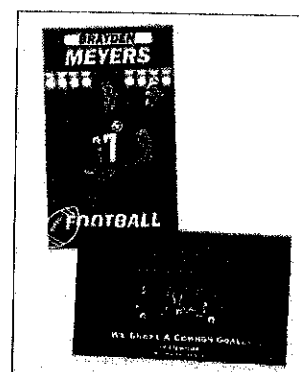
RECOGNITION



SAFETY

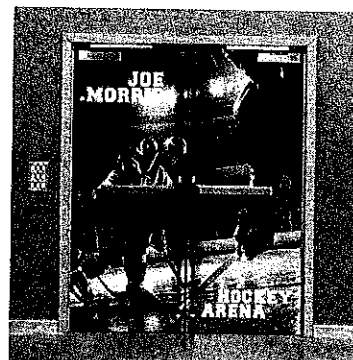
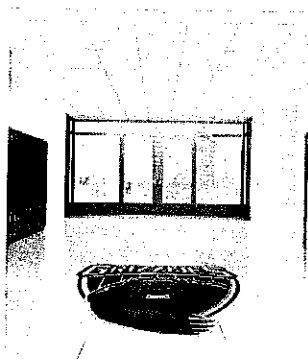
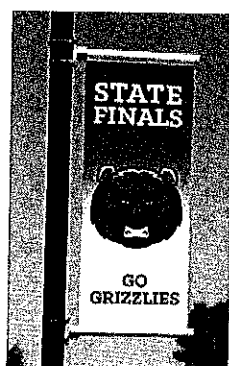


SCHOOL EVENTS



SPORTS

## CUSTOM BRANDING PRODUCTS

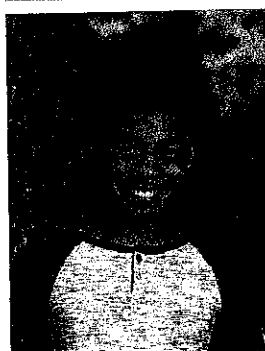


# CUSTOMER LOYALTY PROGRAM

Ensure your families get the best value when making picture purchases with our Lifetouch Rewards program

Lifetouch  
**REWARDS**™

- Receive a free Shutterfly gift valued at \$29.99 or more upon enrollment
- Earn 10% off your next Lifetouch purchase for every \$65 spent
- Families can stack their coupons for even greater value
- Applies to all families, including those with students in multiple schools
- Lifetouch Rewards members receive exclusive offers and benefits throughout the year



"I have more than one child in our school district, so having an account on Lifetouch's website makes things much easier. I earn rewards after I've purchased a certain amount... and I love rewards."  
- Zillah, WA Parent



Help your families save money and get rewards with every picture or yearbook purchase.

Visit [schools.lifetouch.com](http://schools.lifetouch.com) to learn more.

# LEADERSHIP ASSEMBLY EXPERIENCE

Building a strong school culture should be the priority of every school leader. It is proven to decrease bullying, enhance academic performance, and increase student engagement. Through Lifetouch's unique partnership with TEEN TRUTH, our school culture program offers a framework for giving students a voice and empowering them to take ownership of their school.

## EMPOWER STUDENT VOICE

### ASSEMBLIES



### CAMPUS MESSAGING

The TEEN TRUTH: Assembly Experience is a proven solution for your school culture building needs. Their signature blend of award winning, student-shot content and empowering speakers make for one life-changing, campus-wide event.

### LEADERSHIP SUMMITS



### LEADERSHIP DEVELOPMENT

Leadership Summit is the premiere solution for school culture development. This student-centered workshop helps teens understand the issues currently affecting school climate, empowering them to develop an action plan.

### CURRICULUM



### SOCIAL-EMOTIONAL LEARNING

Social-emotional issues like bullying, suicide, and social media harassment are present on every campus. TEEN TRUTH's SEL curriculum builds student leadership opportunities for teens to mentor younger students and teach various skills.

**7 MILLION LIVES IMPACTED | 5,000 SCHOOLS REACHED  
1 RELENTLESS MISSION**

*Learn More at [www.teentruth.net](http://www.teentruth.net)*

