



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: www.kckps.org/purchasing

K-12 STUDENT PORTRAIT SERVICES - FOR 2020/2021 SCHOOL YEAR DISTRICTWIDE

BID NO: **RFP 19-045** ISSUE DATE: **DECEMBER 11, 2019**

REQUEST FOR PROPOSALS

Kansas City Kansas Public Schools will receive sealed proposals, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., January 10, 2020**, at which time proposals received will be publicly opened and proposers identified, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Purchasing Manager | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED. SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 GENERAL

Kansas City Kansas Public Schools USD 500 (or the “District” or “KCKPS”) is issuing this Request for Proposals (RFP) for the purpose of entering a multi-year contract for **K-12 Student Portrait Services and Related Products and Services**. Proposers (also herein referred to as “Contractors”) will execute and submit all proposals in accordance with these instructions and the applicable provisions of the specifications.

Proposers or potential proposers accessing this document from the District’s Purchasing site at <https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations> are responsible for accessing and acknowledging any addenda if issued. Proposals received by the District that do not include acknowledgement of addenda are submitted at Contractor’s risk and may be rejected.

1-2 SCOPE OF WORK

The Kansas City Kansas Public Schools USD #500 is soliciting proposals from experienced and qualified Vendors who specialize in the field of professional school portrait photography, as well as the related products, services and offerings. The objective of the District is to select a Contractor who can provide the District’s students and families with high quality products at a reasonable price, in a timely fashion, safely and securely, and with outstanding and courteous customer service. The District intends to select a proposer to provide photography and related services to all schools across grades Kindergarten (K) through 12.

The overarching objectives to be considered when evaluating the selection of a school portrait photographer will include:

- High quality products meeting the current and future needs of the District’s students and families
- Quantity of choices of available products
- Quality and consistent customer service and support

- Turnaround time and customer satisfaction
- Reasonable pricing for all products provided
- Ease of access to photography services as well as to finished products (online access)
- Evidence of a high level of security for online transactions
- Additional services and offerings available to the District and its patrons

The Contractor should thoroughly review the Technical Specifications and Requirements (Section 3) and all other sections of this proposal, to ensure a full understanding of this project and what the Contractor's responsibilities and obligations will be.

1-3 INTRODUCTION

Kansas City Kansas Public Schools USD #500 is a K-12 public education entity formed in 1888 serving more than 23,500 students in Wyandotte County, Kansas and is the 5nd largest school district in the State. The District is made up of 30 elementary schools, eight (8) middle schools, five (5) high schools, and eight (8) specialty educational facilities. The District's Board of Education Office is located at: 2010 N. 59th Street, Kansas City, KS. These 51 educational facilities, combined with 7 support facilities, make up the District, employing more than 4,000 certified and classified staff.

It is the desire of the District that the selection of a Contractor for K-12 student portrait and related services be provided by the Contractor at the highest quality, with superior customer service, and a very cost-effective price point.

1-4 SUBMISSION OF PROPOSALS

- Sealed proposals for **K-12 Student Portrait Services** will be received until the date identified on the first page of this solicitation, noted in the general information section of the solicitation displayed on the District's Purchasing website at <http://www.kckps.org/index.php/request-for-proposal>, at which time the responses will be publicly unsealed/opened and only the proposer names read aloud. Faxed or e-mailed proposals will not be accepted.
- Bids must be submitted by a person authorized to commit Proposer to extend an offer. Any alterations or corrections by the Proposer must be completed prior to the Due Date/Time and require additional acknowledgement and submittal.
- Proposals may be withdrawn at any time prior to the scheduled closing time for receipt of proposals.
- All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for ninety (90) days after opening, however **the District reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the District.**
- Unless otherwise specified, only one price, brand, and/or model may be proposed for each item or service in this Request for Proposals. Proposers must determine their single best offering based on the service specified.
- Closure of Central Office (Emergency or Inclement Weather):** If the District's Central Office is closed for any reason, including but not limited to inclement weather, an emergency situation or any other act of nature, which closure prevents the opening of bids at the previously advertised date and time, all bids received shall be publicly opened and read aloud on the next workday that the District's Central Office shall be open for business at the previously advertised time. The new date and time of bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. In such event, bids shall be received by the School District until the new date and time of the bid opening as set forth herein. The District shall not be held responsible for the receipt of any bids the delivery of which was attempted and failed due to the closure of the Central Office. Each Vendor shall be required to ensure the delivery and receipt of its bid by the District's Central Office prior to the date and time of bid opening.

1-5 PRICING

- Except as otherwise provided, proposal prices must be firm and based on the units specified. The proposal price shall include everything necessary for the execution and completion of the Agreement including, but not limited to, furnishing

all materials, equipment, management, superintendence, labor, and service, except as may be otherwise provided in the Agreement. Prices quoted on the proposal form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Proposer's agreement and submittal of information/pricing on the proposal site guarantees that prices have not been arrived at through collusion with other eligible proposers and without effort to preclude the District from obtaining the lowest possible competitive prices. The Kansas City Kansas Public Schools/USD #500 is a tax-exempt political subdivision of the State of Kansas. The proposal price shall not include any allowance for Kansas State sales or use tax.

- b. Prices shall remain firm for the first year of the Agreement. A price adjustment may be made once each year thereafter, provided the Bidder, in the District's judgment, supplies adequate documentation and reasonable justification. Requests for such adjustments must be submitted in writing at least sixty (60) days prior to the last day of the current term of the Agreement. Approval to adjust the price(s) must be granted by the District's Purchasing Department in writing before adjustments will become effective. The Contractor agrees to reduce the Agreement purchase price at any time during the life of this Agreement if the Bidder sells to any Kansas State public agency or political subdivision at prices less than those set forth in this Agreement.
- c. The District will evaluate the total price for the basic requirements with any option(s) exercised at the time of award. Evaluation of option(s) will not obligate the District to exercise the options(s).
- d. The District may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work.

1-6 DELIVERY AND FREIGHT REQUIREMENTS

- a. When applicable, and unless otherwise specified, proposal response must be on the basis of F.O.B. Destination, prepaid and allowed. Requests for additional compensation for freight or delivery charges will be rejected by the District unless specifically identified on the proposal form and agreed to by the District.
- b. When applicable, and unless otherwise specified in the Request to Proposals, delivery at the earliest possible date is desired; therefore, consideration may be given to the earliest date as stated by the Proposer in its proposal. Proposer will state, in calendar days, the time required to make delivery after receipt of an Agreement or purchase order. Failure to make delivery within the time specified may be cause for the District to cancel the Agreement or purchase order and to make the purchase on the open market with any cost in excess of the Agreement amount to be paid by the Proposer. Failure of the vendor to meet contract delivery dates may also be cause for removal from the District's bid list.

1-7 SUBCONTRACTORS

Names and addresses of all proposed subcontractors, if any, shall be submitted with the proposal response. Failure to provide this information may be grounds for rejection of the proposal. The District reserves the right to approve or reject the Proposer's subcontractor(s).

1-8 INTERPRETATION, CORRECTIONS, OR CHANGES

Proposers requesting any interpretations or clarifications of this document or any related addenda shall direct those questions in writing by email to: wayne.correll@kckps.org by no later than the date and time established and noted within the solicitation as posted on the District's Purchasing site:

<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations>.

QUESTIONS MUST BE SUBMITTED NO LATER THAN 5:00 PM CENTRAL – JANUARY 10, 2020 to wayne.correll@kckps.org. An addendum will be published by the District with answers to all questions submitted, if necessary.

The Purchasing Office is the first and only point of contact on all matters related to the procedures associated with this Request for Proposals. If additional information is needed from any source, the District's Purchasing office will work with the Proposer and with the various offices of the District to gather that information.

Any interpretation, correction, or change in the Request for Proposals will be made by formal addendum issued by the Purchasing Office and must be acknowledged by Proposer. Interpretations, corrections, or changes to the Request for Proposals allegedly made in any other manner will not be binding and no Proposer may rely upon any such interpretation, correction, or change.

1-9 PROPOSER'S PRE-PROPOSAL CONFERENCE

Not applicable to this solicitation.

1-10 PROPOSER'S REPRESENTATION

By submission of a proposal, Proposer represents that it has examined the Agreement documents and made an examination of the site or otherwise satisfied itself completely as to the provisions of the Agreement documents and site conditions, areas, and quantities. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly handled by Contractor at no additional cost.

1-11 QUALIFICATIONS OF PROPOSER(S)

Upon request by the District, the apparent successful Proposer(s) shall furnish documentation satisfactory to the District which confirms qualification requirements. Any conviction for a criminal or civil offense that indicates a lack of business integrity of business honesty which currently, seriously, and directly affects responsibility as a state contractor must be disclosed. This is to include (a) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; and (d) any other offense to be serious and compelling as to affect responsibility as a state contractor (see K.S.A. 75-37,103).

1-12 BASIS OF AWARD(S)

The District shall make the award(s) to the responsive and responsible Proposer(s) whose proposal(s) will be most advantageous to the District, in the District's sole discretion, with respect to price, conformance to the specifications, quality, and other factors as evaluated by the District. The District shall not in any event be required or constrained to award the Agreement(s) to the Proposer(s) proposing the lowest price(s). Nor shall the District be required to make any award whatsoever. The District may award Agreement(s) on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.

1-13 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal in writing to the District's Director of Purchasing. The appeal must be received by the Director of Purchasing within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Director of Purchasing to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

1-14 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this Request for Proposals is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the District's Procurement office, in its sole discretion, no

information will be given regarding any proposals or evaluation progress until after an award is made, except as provided for by law.

1-15 ORDER OF PRECEDENCE

To the extent that this Request for Proposal's terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) Instructions to Proposers; 2) District General Terms and Conditions; 3) State of Kansas Department of Administration DA-146a (Rev. 06-12) Contractual Provisions Attachment; and 4) Specifications.

1-16 TERM OF AGREEMENT

The initial term of this agreement shall be one (1) year, commencing upon the date of execution by the District. The term of this agreement shall automatically renew annually for up to a maximum of four (4) one (1) year extension terms, unless either party provides not less than sixty (60) written notice of their intent not to renew prior to the next date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

SECTION 2 – INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response. Paragraph 2-2 outlines the minimum requirements for the preparation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals document, including all specifications, standard provisions, and instructions. Failure to do so will be solely at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. Periods, stated in number of days, in this request or in the Proposer's response, shall be in calendar days.

2-2 RFP RESPONSE REQUIREMENTS

- A. Response: The proposal response shall be **filled out as completely and concisely as possible**, responding to all questions and information requested in Section 3, as well as uploading any required documentation and supporting materials. Responses shall be entered and submitted by an official who has full authority to enter into an Agreement. Proposers who review the specifications of this RFP but are not interested in providing a response should indicate this by marking “**No Bid.**”
- B. Financial Stability: Provide evidence of company’s financial status and stability.
- C. References: Proposer shall provide a minimum of three (3) references including contact names, addresses, and phone numbers for whom Proposer is providing or has provided similar services to similar sized school districts.
- D. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document, provided however, that proposed exceptions to the Form DA-146a Contractual Provisions Attachment shall NOT be binding on the District and shall NOT be incorporated into the final agreement. Add comments about the project of concern to the Proposer.

2-3 RFP TIMELINE

- A. The following is the anticipated RFP timeline. Missed dates may result in rejection of proposals. The District will provide answers, in the form of an Addendum, to all questions submitted in writing prior to the date below.

TARGET DATE	ACTIVITY	RESPONSIBLE
1. December 11, 2019	Issuance of RFP	KCKPS
2. December 23, 2019 @ 5:00 PM Central	Deadline for Submission of questions or clarifications	RFP Recipients
3. January 3, 2020	Addendum issued, if necessary, to answer questions	KCKPS
4. January 10, 2020 @ 2:00 PM	Written proposals due	RFP Recipients
5. January 14, 2020	Evaluation of proposals complete	KCKPS
6. Week of January 20, 2020	Demonstrations/Presentations scheduled (if required)	Selected RFP Finalists
7. January 24, 2020	Contract Award	KCKPS

December 2019							January 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	

SECTION 3 – TECHNICAL SPECIFICATIONS & REQUIREMENTS

3-1 GENERAL BACKGROUND

The District has determined it would be to its advantage to establish a single vendor contract for the purpose of providing student portrait photography and related services for all K-12 schools and school organizations within the District. Selecting a single Contractor will provide consistency across all schools and ensure equitable access for all students and their families. The District seeks to select a vendor who can best meet the objectives contained within the specifications and requirements.

Currently, the District under a limited coordinated contract with LifeTouch. The District desires to have a new contract in place and picture days scheduled in time for the beginning of the 2020-21 school year (August 2020). The awarded vendor will need to begin scheduling picture days immediately upon completion of fully executed contract documents. The District anticipates a Contractor will be selected by the end of January 2020.

3-2 PHOTOGRAPHY PROGRAM REQUIREMENTS

- A. Describe, in detail, your firm's processes, policies and procedures for your Fall underclass portrait program. This shall include, at a minimum, the following criteria:
1. In terms of product options, how many poses of each child are taken? How many backgrounds do you make available for purchase? Describe retouching options.
 2. Describe your firm's sales channels and purchase options. Online ordering **MUST** be available (e.g. pre- and post-picture day orders).
 3. How do you handle the scheduling of Picture Day and Retake dates?
 4. Describe approach to packaging, organizing and delivering picture packages for distribution.
 5. Explain product return policy and satisfaction guarantees.
 6. Describe your ability to ensure consistent head size and background colors for ID cards, yearbook images, and student record services requirements.
 7. Discuss your capacity to handle growth, and any limitations, as new schools are brought on board.
 8. Discuss how your firm handles equipment inventory to ensure all schools' needs are met.
 9. Do you have an equipment upgrade and replacement cycle?

3-3 OTHER MANDATORY REQUIREMENTS

- A. Data Security: Discuss how your firm addresses the following data security issues:
1. Protection of student data provided by schools to the company from unauthorized access or loss.
 2. If credit card payments are taken, describe data security program.
 3. If images are available for online viewing and ordering, how does the company protect the images from unauthorized access?
- B. Digital Images of Student and Staff Portraits: All images must meet the requirements for the student management software, lunchroom software Horizon, and library software. The images will be verified by district staff to be operational on the student information system Infinite Campus and Destiny/Follett software. The district will provide an accurate digital listing of student name, ID number, grade, school year, school name and any other necessary data for the photographer to generate the services required in this RFP. The photographer must provide a secure digital download of the student photographs matched with this data for all students and staff photographed. This information must be accessible via a secure digital download from the internet at the district level and include all schools and students photographed within the district within one download. This download must also be available for a teacher and/or lunch staff to download only the students they prefer. These images will be loaded into the Infinite Campus SIS and SirsiDynix systems by district technology staff and tested for operational adequacy. The successful Vendor must also supply downloadable images that are compatible with the annual yearbook requirements from various service providers. These images must be available in high-resolution (640 x 800).

- C. Student/Employee Identification Cards for Middle and High Schools: Please provide examples of ID cards. Dimensions should be approximately 3.375” by 2.125” and .18” to .030” thick. The card must have a glossy over-laminate or equivalent and with barcode encoding capabilities. Preference will be given to ID’s that are able to withstand extreme abuse. The student ID will include the student color portrait, name, school, student ID number (bar-coded), and school year. The vendor will provide high resolution, full color imaging (300 dpi preferred). Barcoding must be able to include alphanumeric text, logos, and digitized signatures. The vendor must provide the district with any other student/staff information for the ID cards the district may request prior to picture day. The district will be using SirsiDynix for the library checkout system and Horizon for the school nutrition program. The staff/employee ID will include employee name, title, department or school, school year, and the School District logo. The vendor must provide ID’s from the sample students provided for testing with the SirsiDynix, upon request at the appropriate time in the evaluation process. **Each vendor must certify compliance with bar code requirements upon award.**
- D. Photographers, Equipment and On-Site Setup: Describe your photographer training program as it relates to the following objective: The photography staff is expected to be trained and competent, 1) in the operation of the necessary equipment; 2) in public relations particularly with young children; 3) in appropriate/inappropriate behavior with the public; 4) in dealing with large groups of children/individuals in time sensitive situations; and 5) in professional dress (uniforms). Portrait sets must comply with all ADA requirements (American Disabilities Act). Please describe how your approach to photo day supports special needs children and other special circumstances.
- E. Child Safety Card Program: Two (2) cards must be printed and provided at no charge for the family of every child who is photographed in the District. These cards must contain a clean student image, student’s name, and leave room for each parent or guardian to update their student’s descriptive information. A sample of this card and how your firm’s Safety ID Card program supports child safety efforts must be submitted and explained in detail in your response to this RFP. In particular, please explain the extent to which your firm is able to verify and support the needs of parents and/or legal authorities with a high-resolution recent image of the child in the event of an emergency. Please provide proof of the efforts of your child safety system and any agencies that support it.
- F. Statement of Background and Experience: Proposers are to provide information adequately describing their specific areas of expertise and other background information which may be useful in the evaluation process. This section should include a discussion of the experience and qualifications of the firm, evidence of its capability to provide the required service and to meet the desired schedule, its past performance record and résumés of essential individuals who would, in all probability, be involved providing the services requested. Résumés should adequately describe an individual's experience and area(s) of expertise. Information pertaining to professional licenses or certifications held by individuals who will be providing services should also be included in response to this Request for Proposal. In addition:
1. Describe, in detail, the firm’s policies and procedures with respect to **background checks** for photographers and other personnel providing services to the District.
 2. Please identify your photographers by name and years of service, and/or describe the process and procedures used to hire qualified, talented professionals.
 3. Please list how many employees you have that live within our district or county.
 4. Describe your firm’s approach to retaining qualified staff.
- G. Customer Service: Companies wishing to participate in this RFP must provide a toll-free number for parents to re-order with extended business hours (e.g. outside of the general work day), ask questions, and deal with traditional customer service questions and concerns. The District is proud of our commitment to our schools, parents and students and we expect the same type of commitment and respect from companies doing business with or families and students. Please explain your customer service policy and the hours and days that your company will provide world class service to our parents and students. Please state if this service is bilingual.
- H. Sample Flyer or Notice: Provide a sample of the flyer or notice to be sent home to parents announcing the school portraits. Preference may be given to notices that contain the following information: School name, picture dates (including all make-up/retake days), and any recommendations that would result in a better picture of the student. Detailed portrait retake policy, satisfaction guarantees, family purchase plans that are district-wide, and refund policies. Flyers must be bilingual.

- I. Cumulative Record Pictures: The District must have at least 4 photos with adhesive backing, sorted, and labeled by Last Name, First Name, Grade, Teacher or Homeroom.
- J. Certificate of Insurance: As noted in Section 6-10, provide proof of insurance in the minimum amounts requested.

3-4 VALUE ADDED SERVICES

As part of this Request for Proposal, the District is seeking voluntary, at your own discretion, any “value added” services or support that you, the proposer, feel would be helpful to our schools. The District considers “value added” to include, but not be limited to, the following:

- A. Donations of service such as mentoring students, volunteering in schools or departments, and performing in-kind services to supplement services the District already provides.
- B. Funding assistance such as scholarships, donations of money to schools or programs, donations of money to the District or the Kansas City Kansas Public Schools Foundation, sponsorship, and/or advertising of District schools or programs.
- C. Describe any complimentary photography services to be provided to schools or the District office.
- D. Provide any additional information relevant to the evaluation of this RFP. Are there other proposed innovative considerations the District should consider?

3-4 ADDITIONAL PHOTOGRAPHY OPTIONS AVAILABLE

- A. Yearbook Production available to all school levels. List the design attributes available to the school or yearbook adviser, ordering options available to students, times of year parents have to order, number of deadlines available in reference to receiving the book three weeks before the end of the school year.
- B. Senior Portraits available to graduates. List whether you have a separate studio, if you will come to the school or both. Please list any incentive plans, purchasing programs, the length of time a student has to order, tracking programs available for yearbook selection and how many times a year a senior has to purchase photos.
- C. Athletic Team and Individual Photography provided for Middle and High Schools. List your product options, purchasing options and if you have a weather contingency plan. Please give a detailed example of what the contingency plan would be.
- D. Crossing the Stage, Cap and gown portraits photographed during the graduation ceremony with minimal disruption to the event. At least three images of every student should be available.
- E. Candid Photography – Describe your ability to provide personnel and proper equipment to take groups, activities and sports team photos for the yearbook. Is this free of charge to the school/District?
- F. Spring Portrait Program available to elementary and middle schools. List the type of purchasing options available, products you offer and backgrounds available.
- G. Classroom Group or Composite Portraits available for elementary and middle school students. List the different product options you have available, the purchasing options you offer and album availability.

Pricing for these programs may be decided on a school by school basis, should they decide to utilize these programs.

3-5 PACKAGES AND PRICING

A. Proposers must offer pre-paid packages for Fall Pictures. Please provide pricing for the sample package options defined below. Additional photographic options and packages may be proposed, as long as the packages defined are included in the proposal.

Proposers shall also offer portrait package that shall not exceed ten dollars (\$10) in cost. Each proposer is free to determine what will be included in Portrait Package G, but at minimum this package will contain at least: 1 – 5” x 7”, 2 – 3” x 5” and 4 2.5” x 3.5” Wallet prints. Additions to Package G are encouraged.

<p style="text-align: center;">Package A</p> <p>1 – 8” x 10” [80 sq. in.] 1 – 8” x 10” (Class Composite) [80 sq. in.] 1 – 5” x 7” [35 sq. in.] 2 – 3” x 5” [30 sq. in.] 12 – 2.5” x 3.5” Wallets [105 sq. in.] 16 – Exchange Wallets [35 sq. in.]</p>	<p style="text-align: center;">Package B</p> <p>1 – 8” x 10” [80 sq. in.] 1 – 8” x 10” (Class Composite) .. [80 sq. in.] 2 – 3” x 5” [30 sq. in.] 8 – 2.5” x 3.5” Wallets [70 sq. in.] 16 – Exchange Wallets [35 sq. in.]</p>	<p style="text-align: center;">Package C</p> <p>2 – 8” x 10” [80 sq. in.] 1 – 8” x 10” (Class Composite) [80 sq. in.] 4 – 5” x 7” [140 sq. in.] 4 – 3” x 5” [60 sq. in.] 12 – 2.5” x 3.5” Wallets [105 sq. in.] 16 – Exchange Wallets [35 sq. in.] 1 – Image CD w/Copyright Release</p>
<p style="text-align: center;">Package D</p> <p>3 – 8” x 10” [240 sq. in.] 1 – 8” x 10” (Class Composite) [80 sq. in.] 4 – 5” x 7” [140 sq. in.] 4 – 3” x 5” [60 sq. in.] 16 – 2.5” x 3.5” Wallets [140 sq. in.] 16 – Exchange Wallets [35 sq. in.] 1 – Image CD w/Copyright Release</p>	<p style="text-align: center;">Package E</p> <p>1 – 8” x 10” (Class Composite) .. [80 sq. in.] 1 – 5” x 7” [35 sq. in.] 2 – 3” x 5” [30 sq. in.] 4 – 2.5” x 3.5” Wallets [35 sq. in.] 8 – Exchange Wallets [17.5 sq. in.]</p>	<p style="text-align: center;">Package F</p> <p>1 – 8” x 10” [80 sq. in.] 1 – 8” x 10” (Class Composite) [80 sq. in.] 2 – 5” x 7” [70 sq. in.] 4 – 3” x 5” [60 sq. in.]</p>
<p style="text-align: center;">Package G</p> <p>1 – 5” x 7” [35 sq. in.] 2 – 3” x 5” [30 sq. in.] 8 – 2.5” x 3.5” Wallets [70 sq. in.]</p>		

Please state whether students/families have the option to create their own packages, and describe how these are priced. Proposers may include additional portrait packages as part of the proposal. Use the chart in Section 3-5 B. to describe the total square inches and cost per square inch of additional packages.

All prices shall be F.O.B. Destination and shall include all charges incurred in fulfilling the terms of this contract. Students must be able to order photographs within two (2) days following pictures day at the same prices offered on the flyer. These portraits must be included in the original shipment to the school. All orders received later than the previous time indicated will be mailed directly to the student home for a fee applicable to the parent or guardian.

All individual picture package prices will include applicable sales tax.

Proposer shall complete the price per square inch table in Section 3-5 B. New products added after the execution of the contract shall be similar in nature to what is called for in the RFP and will need to be approved by the Purchasing Department. Products not falling within the items listed in your response will need to be approved by the Purchasing Department. Penalties may be implemented if proposed pricing and packaging is not what is actually sold within the schools.

Four (4) sets of sample photographs and flyers are required. Sample photographs must be of the quality your firm is proposing. Include a sample of the various **portrait packages and pricing** that will be offered for senior student portraits.

B. Price Per Square Inch Breakdown by Package Option

Price per Square Inch Chart			
Package	See Section 3-5 A. above for details of packages	Total Cost	Cost per Sq. Inch
A	365.0 total square inches	\$	\$ per sq. in.
B	295.0 total square inches	\$	\$ per sq. in.
C	500.0 total square inches	\$	\$ per sq. in.
D	695.0 total square inches	\$	\$ per sq. in.
E	197.5 total square inches	\$	\$ per sq. in.
F	290.0 total square inches	\$	\$ per sq. in.
G	_____ total square inches	\$ 10.00	\$ per sq. in.
H		\$	\$ per sq. in.
I		\$	\$ per sq. in.
J		\$	\$ per sq. in.
Average Cost per Sq. Inch			\$ per sq. in.

3-6 **Student Count** – See Attachment B. The District cannot guarantee a participation rate.

SECTION 4 – PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. The Director of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the District may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the proposer's best terms from a cost and technical standpoint.

4-3 PROPOSER REVIEW

The District will make such inquiries as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such inquiries.

4-4 FINAL OFFERS AND AWARD

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The evaluation committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the District, based on the factors set forth in the solicitation.

4-5 CONFLICT OF INTERESTS

It is the duty of the Proposer to disclose all circumstances that constitute an actual or potential conflict of interest as those terms are defined in the District's Conflict of Interests Policy GAG <https://www.boarddocs.com/ks/kckps/Board.nsf/vpublic?open#>. This duty is continuing throughout the procurement process, and such circumstances must be disclosed to the District immediately upon Contractor's knowledge. Failure to do so could jeopardize the procurement process and result in rejection of a Proposer's submission or rescinding of a proposed award.

SECTION 5 - EVALUATION PROCESS

5-1 EVALUATION CRITERIA

The District reserves the right to accept or reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the District determines would best meet its requirements and needs.

The evaluation criteria are listed below, not necessarily in order of importance:

- A. Proposed costs to the District
- B. Customer Service through entire process, including portrait day, ordering process and delivery
- C. Proposer's ability to meet all program and mandatory requirements
- D. Value Added Services and Additional Options
- E. Previous relevant experience and references for similar or like contracts.

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

In addition to the Kansas City Kansas Public Schools/USD 500 General Terms and Conditions, the following terms and conditions shall apply to the Agreement.

6-1 AGREEMENT TERMS AND CONDITIONS

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in the Agreement and made a part thereof. The submission of a proposal herein constitutes the agreement of Contractor that any Agreement to be drawn as the result of an award herein shall be prepared by the District and shall include at a minimum, all terms and conditions set forth in this Request for Proposals. The submission of a proposal shall further constitute the agreement of each Contractor that it will not insist on the use of standard contract agreements, documents, or forms, that it waives any demand for the use of its standard agreements, and that it will not insist on or require any modifications to the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12).

6-2 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work and as required in the related industry, including without limitation laws specific to institutions of higher education, such as (and again without limitation): Section 504 of the Rehabilitation Act of 1973, the Family Educational Rights & Privacy Act, The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act"). The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any. Failure of the District to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the District's right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect.

6-3 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, undisputed payments shall be due and payable within thirty (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-4 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

- a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the District by reason of such failure of the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.
- b. In addition to any other representations and warranties contained herein, Contractor represents and warrants the following: (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (2)

that it is authorized to do business in the State of Kansas, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement.

6-5 BOARD OF EDUCATION APPROVAL

The Agreement shall be subject to approval by the District's Board of Education, and where such approval is required but not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-6 KANSAS ACT AGAINST DISCRIMINATION

The following (Sec. 1-5 of K.S.A. 44-1030(a)) are conditions of the Agreement. Only contractors, vendors, or suppliers whose contracts with the District cumulatively total Five Thousand Dollars (\$5,000) or less during the fiscal year of the District or who have fewer than four (4) employees shall be exempt from these provisions.

- a. The Contractor shall observe the provisions of the Kansas Act Against Discrimination, as amended, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- b. In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission;
- c. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the District;
- d. If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the District; and
- e. The Contractor shall include the provisions of K.S.A. 44-1030(a)(1)-(5), as amended, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

6-7 EXECUTIVE ORDER 11246

The Contractor shall, in the performance of the requirements of any contract, comply with the provisions stipulated in Executive Order 11246. https://www.dol.gov/ofccp/regs/compliance/ca_11246.htm

6-8 BONDS

Bid security not required for this solicitation.

6-9 CONTINUATION DURING DISPUTES

The Contractor agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-10 PROPOSER'S INSURANCE

Contractor will secure, purchase and maintain, at its own expense, the insurance policies, with the minimum insurance coverages noted, to remain in full force and effect during all periods of use or service covered by the Agreement:

- a. Statutory Workers' Compensation Insurance in accordance with the laws of the State of Kansas, including Employer's Liability Insurance in the amount of at least one million dollars (\$1,000,000) per accident or disease.
- b. Commercial General Liability Insurance (including broad form contractual liability) in the amount of at least one million dollars (\$1,000,000) each occurrence bodily injury and property damage combined, one million dollars (\$1,000,000) per occurrence personal and advertising liability, two million dollars (\$2,000,000) products/completed operations aggregate, and two million dollars (\$2,000,000) general aggregate.

The Commercial General Liability Insurance policy shall be written on an occurrence basis and shall be endorsed to include "Kansas City Kansas Public Schools, its agents, its employees, and its assigns" as additional insureds. Further, coverage for these additional insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, collectable or not.

- c. Umbrella Liability Insurance with limits of liability of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.
- d. Property Insurance with limits adequate to replace any equipment located on the premises of the District and a waiver of subrogation shall be issued on the District's behalf.
- e. General Requirements: All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the District and shall be maintained at Contractor's expense. All insurance required hereunder shall contain a clause requiring written notice to the District thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of a final contract. Said certificates shall evidence compliance with all provisions of this Section 2-10.

The Contractor will further require any subcontractors or others acting under its direction or control to maintain the same insurance coverage as set forth above and provide certificates of insurance evidencing the required coverage. "Kansas City Kansas Public Schools, its agents, its employees, and its assigns" shall be named as additional insureds on any Commercial General Liability Insurance policy and be evidenced on such certificate.

6-11 INDEMNIFICATION

To the fullest extent permitted by law, the party who enters into this Agreement with the District, including its respective officers, directors, partners, employees, insurers, agents, subcontractors, invitees or others acting under its direction or control (collectively, "Party"), agrees to defend, indemnify and hold harmless District, District's officers, directors, partners, employees, agents and representatives from and against any and all actual or alleged claims, costs, losses, damages and costs of defense (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all courts or arbitration or other dispute resolution costs) of any nature whatsoever, resulting from, arising out of or in consequence of, any action or cause of action in connection with the execution, performance and furnishing of Party's commitments, obligations and services under this Agreement including, but not limited to: monies owed by Party to third parties (including without limitation subcontractors) and/or damage to property or any injuries or death sustained by any person or persons, including any third parties, employees, agents, invitees and the like, to the extent caused by the negligent acts or errors or omissions of any Party. Party further waives any rights of subrogation against District, District's officers, directors, partners, employees, insurers, agents or representatives.

6-12 APPROPRIATIONS CLAUSE

The District's obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate upon written notice to Contractor from the District and neither party shall have any further obligations hereunder.

6-13 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry, and completed in accordance with the Agreement Documents.

6-14 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the District may determine whether the Contractor has complied with the requirements of the Agreement documents, the Contractor shall, at any time when requested by the District, submit to the District properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-15 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the District and working properly, or unless the District provides otherwise, the Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage to the extent caused by the negligent acts, errors, or omissions, of the District. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by District and working properly, the risk of all loss or damage shall be borne by District, excluding loss or damage to the extent caused by the negligent acts, errors or omissions of the Contractor.

6-16 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-17 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto, including any price increase for the project, shall be valid or binding unless in writing communicated in the stipulated manner, and signed by the District and the Contractor.

6-18 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-19 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-20 KANSAS OPEN RECORDS ACT

Contractor recognizes that Kansas City Kansas Public Schools/USD 500 is a public governmental body subject to the provisions of the Kansas Open Records Act, K.S.A. 45-215 through 45-223. As such, the District is required to allow citizens to inspect and copy documents deemed to be “public records” under the law. Nothing herein shall prohibit the District from satisfying a request to inspect and copy documents.

6-21 ADDITIONAL ACTS (FURTHER ASSURANCES)

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-23 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the District by Contractor or which Contractor has caused to be provided to the District are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-24 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-25 TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time, with or without cause, by written notice to the Contractor. The Contractor shall be paid all amounts due and owed for work performed as of the date of termination. The Contractor shall submit a final claim for payment for actual work performed within ten (10) business days of the date of termination. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner the District directs.

KANSAS CITY KANSAS PUBLIC SCHOOLS USD 500
GENERAL TERMS AND CONDITIONS

1. **THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE DIRECTOR OF PURCHASING, KANSAS CITY KANSAS PUBLIC SCHOOLS USD 500.**
2. **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the District Purchasing Office.
3. **PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. **DELIVERY:** For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the Kansas City Kansas Public Schools USD 500 Procurement Services Office. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. **SHIPPING INSTRUCTIONS:** Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. **ORDER NUMBERS:** Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. **REJECTION:** All goods, materials, or services purchased herein are subject to approval by Kansas City Kansas Public Schools USD 500. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by Kansas City Kansas Public Schools USD 500 or returned, will be at Contractor's risk and expense.
8. **QUALITY STANDARDS:** Brand names, models, and specifications referenced herein are meant to establish a minimum standard of quality, performance, or use required by the District. No substitutions will be permitted without written authorization of the Kansas City Kansas Public Schools USD 500 Procurement Services Office.
9. **WARRANTIES:** Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, shall be fit for the intended purpose, and shall not infringe upon the rights of any third party. All products found defective shall be replaced by the Contractor upon notification by Kansas City Kansas Public Schools USD 500. All costs of replacement, including shipping charges, are to be borne by the Contractor. Contractor further warrants that all products and services shall be delivered and performed in a professional manner in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry.
10. **PAYMENT, CASH DISCOUNT:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. **LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. **TERMINATION:** In the event of a breach by Contractor of any of the provisions of this Agreement, Kansas City Kansas Public Schools USD 500 reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by Kansas City Kansas Public Schools USD 500 resulting from Contractor's breach of Agreement.
13. **TRADEMARKS:** Contractor shall not use the name, trade name, trademark, or any other designation of the District, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the District's prior written consent in each case.
14. **SAVE HARMLESS:** Contractor shall protect, indemnify, and save Kansas City Kansas Public Schools USD 500 harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
15. **OSHA REGULATIONS:** Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
16. **TAXES:** The District is exempt from the tax levied by the Kansas Retailers' Sales Tax Act and the Compensating Tax Act for the reason that KSA 79-3606(c) provides that all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased directly by a public or private elementary or secondary school or public or private nonprofit educational institution and used primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution or in the erection, repair or enlargement of buildings to be used for such purposes.
17. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
18. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Director of Procurement Services, Kansas City Kansas Public Schools USD 500. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of Kansas City Kansas Public Schools USD 500. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.
19. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
20. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
21. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
22. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to Kansas City Kansas Public Schools USD 500 are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
23. **NON-DISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
24. **DISTRICT POLICIES:** Contractor shall follow and comply with all policies and procedures of the District and the reasonable instructions of District personnel.
25. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Kansas. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Kansas, and Contractor agrees to submit to the jurisdiction of such court.
26. **PROTECTION OF DISTRICT PROPERTY:** Contractors are responsible for protecting flooring, furniture and equipment in contracted work areas. Contractors are responsible for covering Kansas City Kansas Public Schools USD 500's property that may be affected by the contractors work. Expectations of the District are: contracted work areas are left in the same condition as when the work began.
27. **ORDER OF PRECEDENCE:** Notwithstanding any other provision in this Agreement, to the extent any terms contained in the various documents to this Agreement, the following shall be the order of controlling precedence: Form DA-146a, Kansas City Kansas Public Schools USD 500 General Terms and Conditions, Request for Proposal submission and then any supplemental documents submitted by vendor.
28. **BID BOND/PERFORMANCE BOND:** (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
 - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
 - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.

29. **DISQUALIFICATION:**

- A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
 - 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
 - 2. Bidder's tendered bid is not received on the District's bid form;
 - 3. Bidder's tendered bid is not signed;
 - 4. Required bid bond is not furnished at time of bid opening;
 - 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
- B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
 - 1. Refusal of the bidder to complete a contract or bid;
 - 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 - 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.

30. **SUPPLIER DIVERSITY:** The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

31. **CLOSURE OF CENTRAL OFFICE: (Inclement Weather or Emergency):** If the District's Central Office is closed for any reason, including but not limited to inclement weather, an emergency situation or any other act of nature, which closure prevents the opening of bids at the previously advertised date and time, all bids received shall be publicly opened and read aloud on the next workday that the District's Central Office shall be open for business at the previously advertised time. The new date and time of bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. In such event, bids shall be received by the School District until the new date and time of the bid opening as set forth herein. The District shall not be held responsible for the receipt of any bids the delivery of which was attempted and failed due to the closure of the Central Office. Each Vendor shall be required to ensure the delivery and receipt of its bid by the District's Central Office prior to the date and time of bid opening.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Attachment A

REFERENCE FORM

PORTRAIT SERVICES

Please provide three (3) school districts to whom you have provided portrait services from one purchase order within the past two years. Include: School District, School Name, Address, Telephone Number, Point of Contact and Quantities.

	School District:	_____
	School Name:	_____
	Address:	_____
1	Telephone Number:	_____
	Point of Contact:	_____
	Quantities Ordered:	_____
	School District:	_____
	School Name:	_____
	Address:	_____
2	Telephone Number:	_____
	Point of Contact:	_____
	Quantities Ordered:	_____
	School District:	_____
	School Name:	_____
	Address:	_____
3	Telephone Number:	_____
	Point of Contact:	_____
	Quantities Ordered:	_____

Attachment B

STUDENT COUNT

This chart is for reference purposes only. The District cannot guarantee any rate of participation.

STUDENT COUNT															
As of September 20, 2018															
	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTALS
Elementary Schools															
Banneker	79	55	60	50	46	41	47								378
Bethel		33	39	31	32	37	29								201
Caruthers	78	33	46	41	42	58	61								359
Chelsea		114	135	113	113	122	113								710
Claude Hugck		45	51	48	41	54	51								290
Douglass		39	44	39	47	49	54								272
Emerson		33	34	25	40	31	35								198
Eugene Ware		47	45	50	43	55	54								294
Frances Willard		65	84	63	85	86	84								467
Frank Rushton	40	50	38	56	44	53	58								339
Grant		74	53	64	61	63	57								372
Hazel Grove		102	98	75	100	84	100								559
J.F. Kennedy		72	79	83	77	77	58								446
John Fiske		57	58	47	55	51	62								330
Lindberg		43	35	33	39	34	32								216
M.E. Pearson	40	100	92	87	96	97	100								612
Mark Twain		41	48	50	53	37	38								267
McKinley		43	66	62	56	54	63								344
New Stanley		47	46	58	61	59	68								339
Noble Prentis		50	37	41	44	46	41								259
Parker		17	12	15	13	12	19								88
Quindaro		51	59	53	61	58	64								346
Silver City	39	44	38	44	40	31	40								276
Stony Pt. North		54	51	47	51	50	62								315
Stony Pt. South		46	53	47	61	56	61								324
T.A. Edison	77	45	50	39	33	47	45								336
W.A. White		44	47	34	55	42	46								268
Welborn		96	75	84	77	85	90								507
White Church		41	59	49	40	42	35								266
Whittier		92	94	88	89	116	101								580
Middle Schools															
Argentine							256	248	210						714
Arrowhead							172	160	122						454
Central							256	275	212						743
Coronado							190	183	124						497
Eisenhower							247	270	173						690
Rosedale							186	189	148						523
Northwest							310	295	163						768
West							62	79	164						305
High Schools															
F.L. Schlagle										228	344	259	230		1,061
J.C. Harmon										326	414	281	253		1,274
Sumner Academy									249	275	209	183	179		1,095
Washington										337	270	277	179		1,063
Wyandotte										531	378	305	260		1,474
Early Childhood and Programs															
Belrose Manor		17													17
Douglas Heights		18													18
Earl Watson ECC		215													215
EI Centro		20													20
KCKECC		461													461
KSSB		96													96
Midland Trail		18													18
Morse		225													225
NCOECC		140													140
Rainbow		20													20
Trinity Community		72													72
TOTAL	1,655	1,673	1,726	1,616	1,695	1,727	1,768	1,679	1,699	1,565	1,697	1,615	1,305	1,101	22,521
	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTALS