



Cedar Rapids Community School District
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

REQUEST FOR PROPOSAL – Student Photography Services and Products

The Purchasing Office of the Cedar Rapids Community School District requests proposals on the attached items. All prices are for services and products provided for individual District locations in Cedar Rapids, Iowa.

The Purchasing Office and/or Board of Directors reserve the right to reject any and all proposals or any part thereof, to waive informalities and to enter into such contract or contracts as shall be deemed in the best interest of the Cedar Rapids Community School District in the County of Linn, State of Iowa.

Responses are due in the Purchasing Office, 2500 Edgewood Rd, Cedar Rapids, Iowa (52405) no later than **Tuesday February 7th, 2023 at 9:00 AM.** *Presentations by vendors will begin at 9:30 AM on February 7th. If you wish to schedule a presentation before the committee you must email a request for presentation by 5pm Thursday, February 2nd.* Presenters will have 45 minutes before the committee - 30 minutes to present and 15 minutes for questions. Presentation schedule will be emailed to respondents on Friday, February 3rd.

No FAX responses will be accepted.

Submit your response in a sealed package or via email. Bid response should be titled:

“Proposal-Student Photography Services and Products”

if sending by mail, address to:

BIDS - Purchasing Department
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

if sending by email, address to:

bids@crschools.us

All questions regarding this proposal are to be directed to:

Tracie Gutknecht, Purchasing Specialist
Email: tgutknecht@crschools.us

We will respond to questions received by 5:00 pm Central Daylight Time Tuesday, January 31st. We will email responses to all vendors for questions asked from any vendor and will respond by 10am on Thursday, February 2nd.

Any company that desires not to respond at this time and wishes to remain on the school district mailing list should notify the Purchasing Department to that effect. Otherwise, any company not submitting a response may be removed from the mailing list for types of items listed in this request.

STUDENT PHOTOGRAPHY SERVICES AND PRODUCTS

BACKGROUND:

The Cedar Rapids Community School District (CRCSD) is seeking to obtain information and pricing on student photography services and products.

Number of locations: Approximately 40
Number of students: Approximately 16,000 total
Number of District staff: Approximately 3,200 total

A detailed list of students and staff numbers per building will be provided to the winner if requested.

1. Return the Signature page and pricing page with the prices noted.
2. The contract is in the form of a purchase order issued after the award is made. This is a three year contract with the option to renew for up to two additional years. (5 year max) Pricing requested is for a 3 year contract.
3. Release of payment, if any, is per Code of Iowa requirements after Board of Education approval and is based on the District's payment cycle.

SCOPE OF CURRENT NEEDS

Student Photography services and products include taking photographs of the students and staff in the Cedar Rapids Community School District. The 'Student Photo Vendor' provides a variety of additional services and equipment used across the District. These services are currently provided at no additional charge. We ask that any alternate services and/or equipment be priced separately in the response.

Specifications – Student Photographs – Elementary/Secondary and IDs

1. The District shall permit the company to offer picture packages for sale to the students in daycare, pre-kindergarten, and kindergarten through twelfth grade. Price and content of the picture packages offered or a-la-carte items shall be clearly stated in the company's response.

A variety of picture packets and pricing plans should be submitted. See item 5 below.

Payment arrangements shall include instructions that all payments are made directly to the company. [No checks are to be made out to the District]. Purchasers shall have the option to buy the basic picture package or optional packages, as per the responses submitted by the companies.

Sales tax and package pricing should be itemized.

On-line payment options shall be available.
Option to preview photos and composites required.
Electronic format for photos required.

2. Staff pictures will be taken at each site as needed. An “All staff” photography session by site may be requested by the District at any time during the contract – not to exceed once a year. Pricing information must be furnished for the contract duration.
3. All picture packets, sticker tabs and ID cards shall be delivered to each school, sorted in alphabetical order in the divisions as requested by the school. For example, alphabetical by grade or alphabetical within each homeroom with staff pictures first.
4. Pre-picture-taking information/identification cards will be provided to each school or District site by the photography company. These cards, for schools, shall contain the name of the student, identification number and grade. These cards shall be delivered to middle and high schools three [3] weeks prior to picture-taking day and to elementary schools one [3] week prior to picture-taking day. The time will allow the school to verify composite information permissions and ensure correct spelling of names.

Staff cards will include the employee name, general title and department. Other information may be added. General title information is provided by the District. These cards shall arrive three [3] weeks prior to picture-taking day. In the future this time may be reduced to one [1] week.

The District will electronically transmit a comma quote delimited file with pertinent student information that includes the student ID number, last name, first name, grade, homeroom information [either number or teacher’s name] and next school to the vendor. The next school field is needed for 5th grade and 8th grade students. This information cannot be used in any manner except for student photography.

Submit 6 samples of the pre-picture taking information/identification cards. Label this P-1. Going through this information should be included in the vendor demonstration. Samples should include diverse representation of student/staff population as exemplified within the District. If the vendor is unable to meet this request, please present an alternate solution.

5. All pre-k through 12th grade students, as well as staff should have an A-La-Carte menu plus 3 picture package options. Electronic photo options, both Hi-res and Low-res, should be included in picture packages.

Submit 6 copies of your pricing and picture packet offering that includes payment details. This is the pre-picture day notice that is sent home with students. Label this P-2. Going through this information should be included in the vendor demonstration. If the vendor is unable to meet this request, please present an alternate solution.

Submit 6 samples of a purchased picture packet that the student takes home with the purchased product. Label this P-3. Samples should include diverse representation of student/staff population as exemplified within the District. Going through this information should be included in the vendor demonstration. If the vendor is unable to meet this request, please present an alternate solution.

6. All students in daycare, pre-kindergarten, kindergarten through grade 5 shall receive a free class composite (8" x 10"), regardless of picture purchases. The student name must appear on the class composite. The school will supply any deviations on student names on picture day. It is imperative that this coordination on approved student name listings be specifically managed together between the school staff and the photography company.

7. Each elementary school shall have the option of having the special teacher [art, music, physical education, media specialist, etc.] included in the class composite. Each school shall determine this at the time pictures are taken. Portrait placement recommendations, in the composite, should be offered by the photography company to the school. Attention should be given to special classrooms with a small number of students to ensure that the composite includes support staff in that room if requested.

8. The secondary photo packet, sixth through twelfth grade, shall be the same except no class composite is produced.

Submit 6 copies of your offering for a class composite. Label this P-4. Samples should include diverse representation of student/staff population as exemplified within the District. Going through this information should be included in the vendor demonstration. If the vendor is unable to meet this request, please present an alternate solution.

9. ID cards, with color photographs of students, shall be furnished to each middle school and high school student and four elementary schools. ID cards for students must be provided on the scheduled photo day. The head size of the photograph shall be 7/8" to 1" in height from the bottom of the chin to the top of the head.

10. The completed ID card shall be approximately 2 1/8" x 3 3/8" and of one-piece construction. Imprinted on the card shall be the name of the school and school year. The name, grade, and 6-9 digit [130-xxxxxx] student ID number must be bar-coded on the front side and at the top of the ID card. This number is a District issued 9-digit number and should not be confused with the state's 10-digit number. The District cannot read a 10-digit number. The barcode type will be Code 39 [3 of 9] and will meet ANCI specifications. The barcode must have all digits. The ID card may have only the 6-digit student number. Student ID cards will be tested prior to the award.

11. The design and layout of each school's ID card will be coordinated with each respective school, except for the four elementary schools. Elementary school ID format will be coordinated with a representative from the Food & Nutrition department. Each year the background color is placed on the card in a different manner to differentiate years [ie white on top/red on bottom, next year red on top/white on bottom]

12. Schools need to have activity pass information printed on ID cards. This information will be added to the pre-picture day cards. When the student brings their card to picture day adjustment should be able to be made to include this information on ID.

Submit 6 samples of the ID cards. Label this P-5. Samples should include diverse representation of student/staff population as exemplified within the District. Going through this information should be included in the vendor demonstration. If the vendor is unable to meet this request, please present an alternate solution.

13. An ID Printer must be provided to Kennedy, Washington, Jefferson, Metro, Franklin, Harding, McKinley, Roosevelt, Taft and Wilson schools as well as a printer for the Food & Nutrition department. Blank replacement ID cards, ribbon, ink and any other consumable items should also be provided by the vendor (this is not likely to exceed 250 cards/year). Also, the necessary software must be given to the sites to allow the site to make their own replacement ID cards. These printers and subsequent software must be OS Agnostic.

14. The offeror shall provide up to 3 different stickers for replacement or additions to regular ID cards. These stickers are used for bus options, activities, etc. The high schools are looking for an alternative to the sticker process. Any ideas may be presented with your offer.

Please indicate the options you have available and provide 6 samples. Label this P-6. Going through this information should be included in the vendor demonstration. If the vendor is unable to meet this request, please present an alternate solution.

15. Additionally, High schools may ask to have fall pictures taken for yearbook needs. This is currently being done at our Kennedy High School in December.

16. Casual Pictures for fundraising and/or special projects have been used in the District. In the season opposite the regular picture day, elementary and middle schools may opt to have a fundraiser using a “casual background” with props consistent with portrait studio options. Please note in detail your offer to fulfill this need. Include the prices and format for this process. **Payment arrangements shall include instructions that all payments are made directly to the company.** Any money due the school from these fund raising efforts must be paid by June 30th of each year.

Six (6) samples of the “take home” information should be submitted. Label this P-7. Going through this information should be included in the vendor demonstration. If the vendor is unable to meet this request, please present an alternate solution.

17. The District’s current systems that use student ID’s are: POS Food & Nutrition program (Meal Magic), Follett Destiny Library Manager, and Infinite Campus. Infinite Campus upload requires a .jpeg images of students labeled by their student ID# and a data file with an index to connect the student image with the right student.

A technology checklist can be found at the end of the RFP as part of the Proposal Response. Any technology needed to complete the student photograph proposal will be tested by the District's Technology Department. Yearly testing will be required.

Timelines:

18. Dates for taking photographs are to be mutually agreed upon with each site administrator. Make-up pictures for those students and staff absent from school on the regular picture day shall be scheduled no later than two weeks from regular picture day. For elementary schools, retake pictures must be returned before Thanksgiving break.

19. Composites [class and staff] are done from the portraits taken on the “regular picture day” and the “retake day”.

20. Photographing of all students—daycare, pre-kindergarten, and kindergarten through twelfth grades must be completed by March 31 of contract years.

21. The successful company will contact each site in February to set the dates for the next school year. A copy of this schedule must be sent to Purchasing by the end of March yearly. There will be accommodations made for the winning response for the 2023/2024 calendar.

Other services provided by the offeror shall include:

22. Combs shall be available to each student in daycare through fifth grade. Combs shall be available to middle school and high school students upon request. A mirror should be available at each camera location for students to do a final “prep” before the photo is taken.

23. A minimum of five (5) color stick tab pictures [a color portrait strip] with names on the pictures for daycare, pre-kindergarten, and kindergarten through 8th grade shall be provided for file purposes. Stick tabs should be delivered to school within 3 weeks of scheduled picture day.

24. Yearbook pictures must be available via a web based “portal”. Each school must be able to access their own building’s photos. A representative from Food & Nutrition, Technology and Purchasing must have access to all photos.

25. Each elementary school shall be furnished with one bound book of color composites as requested. This is sometimes referred to as the “Principal’s Album”.

26. Each daycare and elementary school shall have the option of having staff composites taken. This is a staff only composite. The successful company shall furnish each staff member with a copy if composites are taken.

Specifications – Staff Photographs and IDs

The following items shall be provided to staff at no charge.

27. One copy of each Staff portrait at each site, in the 3 ½” x 5” or 4” x 6” size, will be available for bulletin boards and other visual directories for use at each site.

28. Photography services for new teachers at the teacher workshop in August must be provided, if requested.

29. ID cards will be provided for staff, if requested.

General Conditions:

30. The offeror will provide a toll-free telephone number, and web address or link to facilitate inquiries from parents and school personnel. An email address for school staff is highly desirable.

31. The company response shall provide at least three [3] references for like services and at least one reference for comparable size District. This information must be furnished with the offer and will receive significant consideration in the awarding of the contract.

32. Background checks are required to be done on all photographers coming into the school District by the successful company. No sex offenders, felons, or persons with assault charges are allowed. Background checks need to be of a sufficient nature to screen for these parameters and go back at least 7 years.
33. All photographers will be trained by the offeror to work with a variety of students with diverse needs. The type of training provided to photographers in regards to customer service as well as diversity and inclusion training should be included in RFP response. Submit the number and names of the photographers to the school at least one week prior to the actual picture date.
34. Location of Processing Plants must be listed. Specify the film and paper used for the portrait packets.
35. Certificate of Insurance will be required. The successful bidder will be contacted to provide a certificate of insurance with the Cedar Rapids Community School District listed as an additional insured.
36. Changes requested in the contract, once awarded, must be cleared through the Manager of Purchasing. No contracts may be made with schools individually for any student or staff photographs.
37. There will be a satisfaction survey provided electronically to monitor the quality of service throughout the contract. Web link of survey results will be made available to school Administrators and other District personnel as requested.
38. Yearly, the statistical information will be made available to the District from the photography service. Minimally, this will include the number of packets purchased at the different levels for each site for all work done in the previous school year,
39. For the entire proposal, if any information submitted is to be considered proprietary, the vendor must place it in a separate envelope and mark it "Proprietary Information". If the RFP Committee concurs, this information will not be considered public information. The RFP Committee is the final authority as to the extent of material that is considered proprietary or confidential. Pricing information cannot be considered proprietary.
40. **Any individual or entity submitting a response to this RFP specifically agrees, as a condition of submitting its response to this RFP, to abide by the Standard Rules for Contractors Working for Cedar Rapids Community School District if the District chooses to enter into a contract with the individual or entity for student photography services and products.** A copy of the Standard Rules for Contractors Working for Cedar Rapids Community School District is part of this RFP.

Special Offerings:

41. The District recognizes that each photography service may have special offerings that they would like to offer that have not been requested. The committee feels strongly that sufficient information is requested for this bid; however, each company may send additional materials, but we cannot guarantee that they will be reviewed. These should be submitted in a separate envelope clearly indicating the contents as "Other Offerings".

Please return your completed copy of these pages with all pertinent information attached.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, IA 52405
February 2023

PROPOSAL RESPONSE – Student Photography Services and Products

- The attached prices are offered, and the units submitted meet all conditions of the proposal specifications.
- Attached is all pertinent information that should be considered in the response.

The undersigned hereby affirms that [1.] he/she is a duly authorized agent of the vendor, [2.] he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, [3.] that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and [4.] that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety days following the date of submission.

COMPANY: _____

ADDRESS: _____

City/State/Zip

FAX: _____

Authorized Representative Signature: _____

[Signature]

Printed Name: _____

Title: _____ Date: _____

Contact Person: _____ Title: _____ Phone: _____

Email: _____

PROPOSAL RESPONSE – Student Photography Services and Products cont.

A La Carte pricing for photographs:

8" x 10" photograph	\$ _____	quantity _____
5" x 7" photograph	\$ _____	quantity _____
3 ½" x 5" or 4" x 6" photograph	\$ _____	quantity _____
Wallet photograph	\$ _____	quantity _____
Electronic High-res photograph	\$ _____	
Electronic low-res photograph	\$ _____	

Any other size photographs with pricing should be included here:

Size _____	\$ _____	quantity _____
Size _____	\$ _____	quantity _____
Size _____	\$ _____	quantity _____

Please provide 3 different package options with low, medium and high price points. Include type and size of photos and dollar amount.

Low _____ \$ _____

Medium _____ \$ _____

High _____ \$ _____

Separate Pricing for the Principal's album [one is provided at no charge per site]	\$ _____	each one
Separate Pricing for the Staff Only Composite [one is provided at no charge per site]	\$ _____	each one
Separate Pricing for ID Printer [eleven are provided at no charge]	\$ _____	each one

Will the pricing for the separate items listed above remain in effect for years 2 and 3 as requested firm pricing for the 3 year term?

Yes or No [Circle one]

If the answer is NO, include pricing for years 2 and 3.

PROPOSAL RESPONSE – Student Photography Services and Products cont.

Include information requested specifically in items 30-39 under General Conditions.

Include 6 copies of each form or packet that is requested. These are indicated as P-1 through P-7 in the request for proposal.

Is there an additional offering [other than requested] included?
 Yes or No [Circle one]

Attach all other pertinent information in your offer.

TECHNOLOGY CHECKLIST

	YES	NO
Does the proposal include any hardware components?		
Does the proposal include any software components?		
Does the proposal include any apps?		
Does the proposal list any minimum technical specifications? (hardware or software)		
If the proposal has any online components, does it:		
Require any plug ins?		
Require Java, Flash, HTML5 or Silverlight?		
Require anything to be installed on the user machine?		
Require accounts to be created and/or managed?		
Has an automated process for adding users (staff) to system?		
Is software OS Agnostic?		

If answers to any of the above questions is “yes”, include details here:

Provide ID Printer details here:

Make _____

Model _____

Software needed to run printer _____

STANDARD RULES FOR CONTRACTORS
WORKING FOR CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

These rules shall apply to all contractors. A contractor shall be defined as companies or persons (not employees of the Cedar Rapids Community School District) doing work on any property owned by the Cedar Rapids Community School District. These rules are not all inclusive.

PROTECTION OF THE BUILDINGS AND MATERIALS

The Contractor shall protect all parts of the project and site affected by construction operations and is to arrange his work so that the Owner is not needlessly inconvenienced. Contractor is to repair all damages caused by his work, keep premises clean and upon completion remove all rubbish and surplus material and leave the site clean and in good repair so far as his work is concerned.

NOISE AND DISRUPTION OF CLASSES

At no time shall any Contractor disrupt classes by either noise or by entering rooms where class is in session, unless permission has been granted by the school principal.

OWNERS RIGHTS TO MATERIALS

The Owner reserves the right to retain ownership to any materials or equipment that are part of the existing facility. If materials or equipment are to be removed from the site, Contractor shall detach such items and before removing items from site, obtain permission from the Manager of Buildings and Grounds or his designee to do so. All items not retained by Owner shall be removed in a proper manner by the Contractor.

EQUAL OPPORTUNITY POLICY

Because it is the desire of the Cedar Rapids Community School District to encourage equal employment policies, all Contractors, including suppliers supplying goods or services to the School District, are expected to comply with the spirit of equal opportunity employment, as well as with the letter of all applicable statues and regulations. Compliance shall require Contractors not to discriminate and, in addition, to take reasonable affirmative action to insure that members of minority groups are effectively accorded equal employment opportunities.

ASBESTOS

All buildings in the School District contain asbestos.

It is the contractors responsibility to become familiar with the locations of asbestos in any building that he/she is working on and be responsible for any disturbance of the asbestos that he/she intentionally or accidentally causes.

It is also the responsibility of the contractor to utilize the AHERA Management Plan which is located in the main office of each building and inform his/her employees/subcontractors of the locations where asbestos materials have been identified. The AHERA Management Plan is not to leave the buildings. If the contractor desires a copy of the information showing the asbestos locations, he/she may request it from the Manager of Buildings and Grounds and will be charged the cost of reproduction.

Contractors shall not remove or disturb any asbestos unless licensed to do so by the State of Iowa. If asbestos must be removed to carry out the work, contact the Manager of Buildings and Grounds who will contract for its removal in a proper manner.

At no time shall any product be sold to the Cedar Rapids Community School District that contains asbestos.

HAZARDOUS SUBSTANCES

The contractor shall submit to the Construction Projects Supervisor before construction begins, two copies of material safety data sheets of hazardous substances to be stored on the Owner's premises or incorporated in the performance of this contract. The Contractor shall also keep material safety data sheets posted at the work site for all substances while these substances are on the Owner's premises, hazardous substances shall be any substance which is covered by Iowa law (Right to Know Rules).

It is the Contractor's responsibility to obtain copies of the material safety data sheets and the Hazardous Communication Program which lists and describes hazardous substances stored on the school's premises, and inform their employees of the potential exposure. This information is available in the administrative office of each building. Further details may be obtained from the Manager of Buildings and Grounds or the Construction Projects Supervisor.

INSURANCE

All Contractors shall supply a certificate of insurance with the minimum coverage shown as follows, with the District named as an additional insured which includes Completed Operations.

No construction work shall be started under this contract until the insurance requirements have been satisfied.

Workers' Compensation shall be carried by the contractor in accordance with the Iowa Workers' Compensations statutes.

Commercial General Liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

The Comprehensive General Liability insurance shall include coverage for underground, explosion and collapse hazards.

Commercial Automobile Liability coverage, including hired and non-owned liability, with Bodily Injury limits of \$500,000 each person and \$1,000,000 aggregate and Property Damage limits of \$250,000 each occurrence, or a combined single limit of \$1,000,000.

Excess or Umbrella Liability coverage shall be provided with a limit of \$1,000,000 each occurrence and \$1,000,000 aggregate.

The contractor shall name the Cedar Rapids Community School District and their agents and employees as an Additional Insured on all policies listed above for the contract involved and a certificate, or a policy if requested, should be filed with the School District evidencing this coverage. Iowa Governmental Immunities endorsement is to be included pursuant to Iowa Code 670.

All certificates and/or policies of insurance furnished by the contractor are to be filed with the Owner and shall include the name and address of the agency issuing the same. All certificates and/or policies shall be signed..

The Owner shall purchase property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall exclude the contractor's and subcontractor's equipment, tools, and machinery that are not incorporated into the work. The Property Insurance shall be written under a "Special Cause of Loss Form" to include perils of fire, lightning, windstorm, vandalism, and theft, as well as other perils normally covered by standard Insurance Service Office Special Cause of Loss Form.

The contractor shall provide insurance coverage for portions of the work stored off the site, and also for the portions of work in transit.

CONTRACTOR REGISTRATION

All contractors and their subcontractors shall be registered with the labor commissioner as per chapter 91C of the Iowa Code.

SMOKING

Iowa law prohibits smoking on school grounds. No vendor is permitted to use or display any tobacco/nicotine products, including the use of look-a-likes where the original would include tobacco or nicotine at any time.

School grounds and property means and includes land and school facilities owned, maintained, leased, rented or chartered by the District and used for the provision of academic, extracurricular programs and administration by the District. School grounds include playgrounds and recreational places. School grounds include the portion of the land, school facilities and other facilities owned by municipalities, private entities or other individuals during those times when the school District has exclusive use of a portion of such land, school facilities or other facilities for the provision of extracurricular programs.

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this section). No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

It shall be responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors. An initial list of sub-contractors shall be provided to the Architect with the signed contract. Updates to the sub-contractor list shall be provided to the Architect within three (3) days after any additional sub-contractors are contracted by the Contractor.

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement ("Agreement") is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road N.W., Cedar Rapids, Iowa, and _____ (Recipient), with its principal place of business at _____, for the purposes set forth hereinafter. This Agreement will be in force from the date set out below through and including _____, 20__.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

- A. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- B. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- C. Recipient agrees to use said Restricted Data solely for the purpose described in Section III and consistent with Recipient's obligations as set forth in Section IV.

II. RESTRICTED DATA

For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

THE DATA TO BE PROVIDED IN EACH INSTANCE WILL NEED TO BE SET OUT HERE.

Said data will be provided to Recipient without personal identifiers, defined as information that would allow the user to personally identify the individual to whom the information relates.

Ownership of Restricted Data will be retained by Provider.

Recipient will use Restricted Data solely for the purpose of _____.

III. RECIPIENT'S OBLIGATIONS

Recipient agrees to the following with respect to its use and management of the Restricted Data:

- A. Recipient agrees to use Restricted Data only for the purpose set forth in Section II above.
- B. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

- C. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- D. Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- E. Recipient agrees to use Restricted Data to generate only statistical summary information and agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- F. Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- G. Recipient agrees to destroy Restricted Data or return Restricted Data to Provider within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time.
- H. Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship.

IV. TERM AND TERMINATION

- A. This Agreement will become effective on the last date signed below and will continue for so long as Recipient has Restricted Data.
- B. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - 1. Prohibit Recipient from obtaining future access to Provider's data files and data elements;

2. Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient; and/or
3. Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

V. GENERAL

- A. Recipient agrees to cite Provider as a data source for all studies and other applications that use or rely on Restricted Data.
- B. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- C. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- D. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- E. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

VI. CONTACT PERSONS

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District 2500 Edgewood Road N.W. Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENT:</u></p>
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PROVIDER:

RECIPIENT:

Cedar Rapids Community School District

By: _____
Board President

By: _____

Date: _____

Date: _____

By: _____
Board Secretary

By: _____

Date: _____

Date: _____

**SEX OFFENDER
ACKNOWLEDGMENT AND CERTIFICATION**

_____ (“Company”) is providing services to the Cedar Rapids Community School District (“District”) as a vendor, supplier, contractor or subcontractor or is operating or managing the operations of a vendor, supplier, contractor or subcontractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the school(s) of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, supplier, provider of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: _____
_____ [Name of vendor/supplier/contractor/subcontractor]

Signature: _____

Printed Name: _____

Title: _____