Attachment A

CONTRACT SUMMARY for Schools (as of 1/12/2025) 4347.3, STUDENT PHOTOGRAPHY SERVICES FOR MONTGOMERY COUNTY PUBLIC SCHOOLS 1/12/2025 -1/11/2026

Schools are encouraged to interview multiple vendors to ensure best value and service. Elementary Schools must use an awarded yearbook vendor from this contract summary.

Schools may enter into one-year contracts only.

| Elementary Yearbook Publishing | Photography Services | Notes | | Local Office Contact Information |
|--------------------------------------|-------------------------|---------------|---|--|
| Yes | Yes | | Barksdale School Portraits, LLC | Malisa Eslin 443-910-0295 malisa@barksdalephoto.com |
| No | Yes | | Cady Studios LLC | Jeremy Cady 678-926-9982 jeremy.cady@cady.com Randy Slotnick 410-688-0023 randy.slotnick@cady.com |
| Yes | Yes | ES/MS Only | Commonwealth Imaging dba Classic Photography & Imaging | David Christianson 410-203-1003 ext. 114 1-800-869-9515 david@classic-photo.com |
| Yes | Yes | | F. Paul Galeone Photographers, Inc. dba Galeone Photographers and Color Lab | Joseph Galeone 410-252-5355 917-692-4910 joseph.galeone@galeonephoto.com AnneMarie Galeone 410-252-5355 410-804-1961 annemarie.galeone@galeonephoto.com |
| Yes | Yes | | Freed Photography, Inc. | Neal Freed 301-652-5452 neal@freedphoto.com |
| Yes | Yes | | Jason A. Johnson dba Little Red School House Photography | Jason A. Johnson 443-987-8232 JasonJohnson@littleredschoolhousephotography.com |
| No | Yes | | Nationwide Studios, Inc. dba Legacy Studios | Robert Caddick 443-413-6727 robert.caddick@legacystudios.com |
| Yes | Yes | ES/MS Only | School Pictures, Inc. | Brent Hofmann Debora Spano 410-997-8877 S.P.I@comcast.net |
| Yes | Yes | | Shutterfly Holdings, Inc. dba Shutterfly Lifetouch, LLC | Casey Johnson 512-461-0688 410-525-1700 casey.johnson@lifetouch.com |
| Yes | Yes | | Victor O'Neill Studios | Michael Harris 571-436-2960 1-800-320-2894 mike@vosphoto.com |
| Yes | No | | Walsworth Publishing Company, Inc. | Kim Underwood 443-734-2469 kim.underwood@walsworth.com |

Vendors are required to conform to the following Scope of Services

3.0 SCOPE OF SERVICES

Photographer(s) shall provide all necessary materials, equipment, supplies, and labor resources to provide professional quality photography services in accordance with the following general requirements.

All offerors submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Offerors also shall demonstrate that they have adequate staff to perform the required services.

3.1 Photographer Representative

Photographer(s) shall provide experienced representative(s) who will work on a regular basis with school personnel to answer any questions regarding production or financial matters pertaining to the individual services required. **The expectation is that the representative will be highly responsive.**

Photographer guarantees that all employees and subcontractors assigned to work at MCPS locations will conduct themselves in a responsible, courteous and professional manner.

Photographer representatives will meet all requirements as stated in Article 21. Obligations Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities.

3.2 Communication with Principal or Designee

Photographer representative(s) shall meet with the principal or designee prior to any photography session to agree upon specific dates, commission structure, and to resolve any logistical/contractual issues.

Any additional items negotiated with individual schools shall be agreed upon in writing.

Photographer(s) shall schedule in-school consultation when it is deemed necessary by the school.

3.3 Approval and Use of Photographs

No pictures other than those approved by the principal may be offered for sale. All pictures not approved for sale shall be destroyed by the photographer.

Under no circumstances may photographer(s) release, disclose, sell or otherwise use student names, addresses, or other personally identifiable information regarding students or their parents/guardians. Photographer(s) may only use this information for purposed required under this contract. Failure to comply with the requirement shall be considered contract default and may be cause for contract termination and/or legal action.

3.4 Communication with Families

Photographer(s) shall provide initial and reminder fliers and posters in a timely manner. These fliers and posters shall include price information and photographer's name, hours available at the site, web address, and telephone number.

Photographer(s) shall provide information on procedures for collection of money for pre-paid and other packages. If the photographer does not collect money directly from students, the school may require the photographer to arrange daily pick up of money collected.

Photographer(s) are highly encouraged to offer online service capabilities with secure credit card payment services. Photographer(s) shall provide schools with supporting documents for online sales.

All order forms regarding Senior Portraits will be in **gender-neutral terms** (ex. Tux, Drape, Black Formal Attire).

There shall be no charge to the student or parents for the standard yearbook portrait or identification card. This information shall be stated on all applicable materials sent to students and parents.

Students and parents are under no obligation to purchase portrait packages, and, consistent with applicable state laws, service providers will not be permitted send unsolicited packages home with students and charge parents/guardians who fail to return the packages. This information shall be stated on all applicable materials sent to students and parents.

Photographer(s) shall guarantee refunds or retake the picture if necessary at the option of the student or parents. The photographer(s) shall not charge, or threaten to charge, fees for retaking photographs regardless of the reason for the retake, but retakes without charge are limited to one, with additional retakes provided for an additional cost to the student or staff member.

3.5 Picture Day

Photographer(s) shall provide all support personnel to organize and maintain the picture-taking process and collection of monies.

All photographs shall be taken with state-of-the-art, professional quality photography equipment.

Photographer(s) shall provide a sufficient number of cameras and personnel to allow completion of photographs within a time period deemed acceptable by the principal. Photographer(s) should adhere to or comply with the standard of one camera per 300 students to satisfy this requirement.

Photographer(s) shall take individual color photographs of all students and staff on site, regardless of potential for purchase.

All students and staff shall be photographed by highly trained professional photographers who have the desire to present the subject with an outstanding portrait. Students will be posed pleasantly in appearance, with uniformity in face and eye direction for the yearbook.

Photographer(s) shall issue an identification card at the time of photograph sitting to all students and staff members.

3.6 Retakes

Photographer representative will schedule retake day(s) with the principal or designee.

Photographer(s) shall guarantee refunds or retake the picture if necessary at the option of the student or parents. The photographer(s) shall not charge, or threaten to charge, fees for retaking photographs regardless of the reason for the retake, but retakes without charge are limited to one, with additional retakes provided for an additional cost to the student or staff member.

The photographer(s) ideally would be located in Maryland, Virginia, DC area with published hours for picture retakes. All photographer(s) shall provide a local or toll-free number and office hours for picture retakes.

3.7 Quality

Photographer(s) shall print all photographs on quality paper.

The quality of all photographs shall be superior, shall meet all yearbook publication requirements (uniform sizing/cropping, pose, head size, background color and/or attire) and shall be deemed satisfactory to students, parents, and publication staff and/or advisor.

3.8 Delivery of Photo Packages

Photographer(s) shall identify for school use the students photographed during the initial and retake sessions, and deliver to the school the individual photo packages labeled with student names. The school and photographer shall mutually determine the sorting arrangement of the packages. An example of this may be alphabetically by student and arranged by teacher/period.

Photographer(s) shall provide prepaid labels for the return of photo packages, if needed.

3.9 Candid and Group Photos

Photographer(s) shall make trips to school as necessary to cover candid, club, and group pictures.

3.10 Senior Portraits

For Senior Portraits, photographer will offer the options of Tux, Drape, or Black Formal Attire.

All order forms regarding Senior Portraits will be in gender-neutral terms (ex. Tux, Drape, Black Formal Attire).

3.11 Identification Cards and Replacement

Photographer(s) shall issue an identification card to all students and staff members at the time of photograph sitting.

Photographer must submit a sample ID to the Department of Food & Nutrition Services (DFNS) for approval upon contracting with a school. Specifications are attached, see Attachment I, ID Card Specifications.

Schools are expected to provide identification cards promptly when cards are lost or new students are enrolled. This capability should be outlined in the response.

Photographer(s) must specify the type of equipment and supplies to be used along with their compatibility with our food service and library point of sale systems. (See Attachment I, ID Card Specifications)

3.12 Year Book Photos

Photographer will provide student and staff photos as well as candid and group photos for the yearbook. Representative will coordinate with the principal, designee, or yearbook coordinator to ensure photos are provided in a timely manner.

The expectation is that the representative will be highly responsive.

3.13 Media Center

Student IDs are used by students in school Media Centers.

Photographer will provide the school media center with a digital folder containing student images and a **map** file (IDLINK), containing the student ID number followed by an image name or number. (NOTE: The image name may be the student ID number). Example for Map file is below.

| 639465, | 00002.jpg |
|---------|-----------|
| 688692, | 00003.jpg |
| 859228, | 00004.jpg |
| 971657, | 00005.jpg |
| | 00006.jpg |

3.14 Data Files for School Administration

Photographer(s) shall provide a data file of student photographs for use by the school administration within fifteen (15) calendar days. The photograph database shall be compatible with the MCPS student database.

3.15 Elementary School Yearbook Publishing

Elementary schools require a range of yearbook options, from lower to higher cost.

Elementary level yearbook publishing is optional for respondents of this RFQ.

Indicate, Yes or No, on **Attachment J- Elementary Yearbook Publishing**. If offering elementary school yearbook publishing, submit samples of elementary level yearbooks and pricing.

If responding to this RFQ **only** to offer elementary school yearbooks, submit all items as described in Section 13.0, Mandatory Submissions, *except Attachment I – ID Card Specifications*. Indicate, Yes on **Attachment J- Elementary Yearbook Publishing** and submit samples of elementary level yearbooks and pricing.

3.16 Financial Obligation

The school or school system shall not be liable for any bad debts incurred as a result of the sale of school pictures. Collection of bad debts is the responsibility of the contractor.

3.17 Commissions and Reporting

Photographer will submit a copy of each fully-executed individual school agreements to the Division of Procurement. Send to: <u>Procurement@mcpsmd.org</u>. Subject Line: STUDENT PHOTOGRAPHY CONTRACT VENDOR NAME – SCHOOL NAME.

Photographer will issue reporting with each commission throughout the year and full-year reporting with the final commission.

Photographer(s) shall provide each school with a list to include: students photographed, students not photographed, and list of orders placed by students.

Photographer(s) shall provide schools with supporting documents for online sales.

Photographer(s) shall issue final commissions to schools within thirty (30) days of receipt of final payments from customers. The vendor shall provide a comprehensive report at the end of the year showing all commissions earned by the school, including the date and amount of each check. At the time payment is made to the school, the photographer shall provide a full and complete accounting to substantiate all commissions paid.