



## CONTRACT FOR COMPREHENSIVE MARKETING SERVICES FOR DAYTON PUBLIC SCHOOL DISTRICT

This Contract, made this 21st day of February, 2017 between the Dayton Board of Education, 115 S. Ludlow Street, Dayton, Ohio hereinafter referred to as the "Board" and The Ohlmann Group, hereinafter referred to as "Contractor". In consideration of payment for services set forth in the ***Schedule of Fees*** herewith attached, contract for Comprehensive Marketing Services as set forth in Request for Proposal 16-846 and subsequent Statement of Work, hereinafter referred to as "SOW"

1. This document, together with the bid documents include: The Request for Qualifications RFQ 16-846Q and the Contractor's proposal response to provide Comprehensive Marketing Services, shall be collectively called the "Contract", all of which are incorporated herein as though fully rewritten, along with the standard terms and conditions included herein, shall constitute the "Contract".
2. In the event of a conflict, precedence shall be given to the following order: (1) this document, (2) the Request for Proposal, and (3) the Contractor's proposal response, (4) "SOW" for specified project scope.
3. The components of the Contractor's work shall include, but may not be limited to Public Relation Services, Print/Media Design & Management, Marketing Consulting Services, Social/Digital Services, Web Development, and other services to be determined by a defined "SOW", to be submitted not later than 30 days after the consultation with the district. This contract does not cover media purchases. See item 6, Supplemental Service Master Agreement.
4. The term of this contract shall be for one year, with two (2) one (1)-year option periods to be executed at the sole discretion of DPSD.
5. **In consideration for the Delivery of Services**, contract amount is based on the not-to-exceed budget of \$300,000, pro-rated at 4.5 months for the current fiscal year for a total of \$112,500. This amount will be expensed in accordance with Schedule of Fees, Attachment "A", and shall henceforth be referred to as the "Fee Schedule". The not-to-exceed amount is for budgeting purposes only. DPS will pay for only services rendered based on the developed and agreed upon "SOW", which will be developed within 30 days of the contract date.
6. Supplemental Services; Master Agreement.
  - 6.1 As an extension of this contract, the Contractor may be required to procure supplemental media services in accordance with an approved "SOW" or developed marketing strategy. DPS may elect to purchase additional products and/or services via Order Forms. The parties agree that this contract is a master agreement such that additional transactions will be governed by the terms and conditions hereof. Pricing for media purchases will be at cost, plus a 10% commission per the Fee schedule. The contractor agrees that, absent DPS approval thereof indicated by execution by assigned DPS Project lead, the terms and conditions contained in any purchase order or other document issued by the Contractor for the purchase of media services, shall not be binding on DPS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.



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### 7. Payment of Fees.

- 7.1 In consideration for the performance of the Comprehensive Marketing Services, DPS shall pay the Contractor as described in the Fee Schedule. During the Term, DPS will be billed per work performed. The contractor will present an itemized monthly invoice in accordance with a pre-approved "SOW". Media charges will link to pre-approved order schedules for the month. Payment by DPS for all fees is within 30 days of receipt of each contractor invoice. If there is a question or conflict, the contractor will be notified in a reasonable period to allow for resubmission or credit of the invoice for unapproved charges.
8. **Confidential Information.** Each party (the "Receiving party") acknowledges that it will have access to certain confidential information of the other party (the "Disclosing party") concerning the Disclosing party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing party, and Non-Public Personal Information (defined below). In addition, a Disclosing party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, but not its existence (all of the foregoing being referred to as "Confidential Information").
9. The Receiving party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information in at least the same manner as is necessary to protect its own Confidential Information.
10. Each party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Non-Public Personal Information; (ii) protect against unauthorized access to and use of Non-Public Personal Information; and (iii) protect against anticipated threats or hazards to the security or integrity of Non-Public Personal Information. To the extent that the Receiving party is permitted to retransmit any Confidential Information it receives from the Disclosing party, the mode of retransmission must be at least as secure as the mode by which the Disclosing party transmitted the Confidential Information to the Receiving party.
11. **Invoice Payment.** Invoice payment will be rendered for only the specific services and activities identified in the fee schedule for current invoicing period. The Contractor shall submit an invoice no later than 30 days after any service or activity. Each invoice shall be submitted on the Contractor's letterhead addressed to Dayton Public Schools, Accounts Payable, 115 S. Ludlow St. Dayton, Ohio 45402-1812 and include purchase order number on the invoice. In lieu of mailing a hard copy, you may submit your invoice and backup documentation via email to [DPS\\_AccountsPayable@dps.k12.oh.us](mailto:DPS_AccountsPayable@dps.k12.oh.us) (Preferred).



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- 11.1 The Contractor shall provide the Board with supporting documentation with each invoice. The supporting documentation shall include, but may not be limited to the following:
  - a. Detailed list of services and activities being invoiced, including any media cost
  - b. The Board has the right to withhold payment if any requirement contained in this Contract is not met.
12. The use of the Dayton Public Schools' trademark shall only be by written consent of the contracting officer for each use.
13. The Contractor shall not assign or subcontract, in whole or in part, the contract without the express written permission of the Board.
14. The Contractor shall maintain all records related to time and attendance activities and services, including, but not limited to assessments, analyses and financial documents pertinent to DPS account for five years after services have ended and shall remit, without cost, copies of any and all such records to the Board upon request.
15. The firm shall indemnify the Board all damage caused to the Board property as a result of the negligent actions or wrongful acts of the firm, its employees, servants, and/or agents. The firm shall indemnify and hold harmless the District, its employees, servants and/or agents from all claims, demands, actions, suits, or proceedings initiated by third parties arising from the negligence of the firm, its employees, servants, and/or agents.
16. The firm shall take all reasonable precautions for safety and reasonable protection to prevent damage, injury, or loss to all of his employees and other persons.
17. The Contractor shall ensure that any personnel working on DPSD sites under this contract has successfully passed a criminal background check prior to providing any services or activities. The Contractor shall provide proof of successful passage to the Board. The Contractor shall ensure that background checks will always remain current.
18. Any research or writing based in whole or part upon this effort shall not be published without the written consent of the other party, except that the parties may share information for educational purposes of presentation at educational conference provided complete anonymity is maintained regarding personally identifiable student information.
19. Before starting any work under the agreement, the firm shall except, as otherwise approved by the Board, take out and maintain at its own cost and expense, the following insurance until the agreement is completed. Such insurance shall be with companies and with limits satisfactory to BOARD, and not less than required by law.
20. The selected firm shall carry general liability (to include): Contractor's Liability and Product Liability, and Personal Injury and Property. Bodily Injury, including Personal Injury and Damage of \$1,000,000.00 for each occurrence/or as required by law, whichever is greater.



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21. The selected firm shall carry automobile liability, including non-ownership and hired car coverage as well as owned vehicles, bodily injury and damage of \$1,000,000.00 for each occurrence or as required by law, whichever is greater.
22. Certificates of insurance which are acceptable to Board legal department shall be filed with the District prior to the commencement of any work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless a fifteen day (minimum) prior written notice has been given to the District. Alternate Bids for insurance requirements may be submitted however, it shall be at the sole discretion of the District to accept the alternate.
23. Any agreement resulting from this Request for Proposal is subject to the Board's policy, the laws of the State of Ohio, and any other applicable federal and/or local laws and regulations.
24. Contractor to whom the agreement is awarded shall comply fully with the provisions of Sections 153.59 and 153.60, Revised Code of Ohio, relative to discrimination and intimidation of employees. The firm agrees that it will not discriminate against any employees or applicant for employment, because of race, sex, color, creed, national origin, or ancestry, which action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, rates for pay or other forms of compensation, and selection for training, including apprenticeship. The firm further agrees to post in conspicuous places available to employees and applicants for employment, notices, to be provided by the City of Dayton, setting forth the provision of this equal opportunity employment clause.
25. The firm agrees in its solicitations for employees, to state that all qualified applicants will receive consideration for employment without regard to race, sex, color, creed, national origin or ancestry. The firm agrees to cooperate fully with the Board to ensure that the provision of this equal opportunity employment clause is being carried out.
26. Board may terminate the agreement, in whole or in part, whenever it is determined that such termination is in the best interest of the District, without showing cause, upon giving 90 days written notice to the firm. Board shall pay all reasonable cost incurred by the firm up to the date of termination. The firm shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
27. When the firm has not performed or has unsatisfactorily performed the repairs, the Board may terminate the agreement for default. Upon termination for default, payment may be withheld at the discretion of Board. Failure on the part of a firm to fulfill the agreement obligations shall be considered just cause for termination. The firm will be paid for work satisfactorily performed prior to the termination less any excess costs incurred by the Dayton Board of Education in procuring and completing the terms of the agreement. If at any time during the term of the agreement, the school district determines that the firm has not kept and observed the conditions of the agreement, and has not corrected the breach within five (5) working days following receipt of written notice, Board shall have the right, in its sole discretion to terminate said agreement upon five (5) days additional written notice



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28. The Contractor shall comply with all State and Federal laws regarding a drug-free workplace. The Contractor shall ensure that all its employees performing duties under this contract will not purchase, transfer, and use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
29. It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the Board and the Contractor or as constituting the Contractor as the agent, representative or employee of the Board for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.
30. Because photography or other images often are an integral element in various marketing materials, appropriate work is sometimes purchased on the client's behalf. Since usage fees are based on accurate representation of its intended use, client will not authorize any other utilization of the work without notification to the agency. Non-compliance with agreed-upon usage may result in the originator of the work assessing penalties or filing suit including court costs and attorney fees. If additional usage is desired, agency will negotiate any required fees.
31. Since The Ohlmann Group depends upon the client for all information and copy points contained in ads, brochures, etc., it is expressly understood and agreed that the client will hold the agency free and harmless in any litigation arising from such advertising.
32. This Contract including documents embedded as references and attachments embodies the entire contract of the parties and there are no promises, terms, conditions or obligations other those contained herein. This Contract supersedes all prior or contemporaneous communications, representations, or contracts, written or oral, between the parties to this contract regarding the subject services.
33. All amendments shall be in writing and executed by both parties.



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**ATTACHMENT I FEE SCHEDULE**

<b>PROFESSIONAL STAFF SERVICE TYPE</b>	<b>Hourly Rate</b>
Marketing Consulting services for Strategic Planning & Integrated Project Mngt	\$ 165.00
Creative Concept including brand development	\$ 150.00
Production/Design	\$118.00
Media Planning and Buying	\$118.00
Web Development/Maintenance	\$ 150.00
Public/Community Relations	\$ 125.00
Public/Community Relations	\$ 125.00
Media purchases commission	10%



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(Full Legal Name of Company) The Ohlmann Group  
Address 1605 N. Main Street  
Dayton, OH 45402

BY: Linda O. Kahn Date 2/13/2017  
Authorized Representative of Company

(Full Legal Name of Individual) Linda Ohlmann Kahn  
Address c/o The Ohlmann Group  
1605 N. Main Street, Dayton, OH 45405

BY: Linda O. Kahn Date 2/13/2017  
Linda Ohlmann Kahn, President CEO

DAYTON BOARD OF EDUCATION DBA DAYTON PUBLIC SCHOOLS

Dayton Board of Education

BY:  
Date Robert C. Walker, DMin, President

Dayton Public Schools

BY:  
Date Hiwot A. Abraha, Treasurer