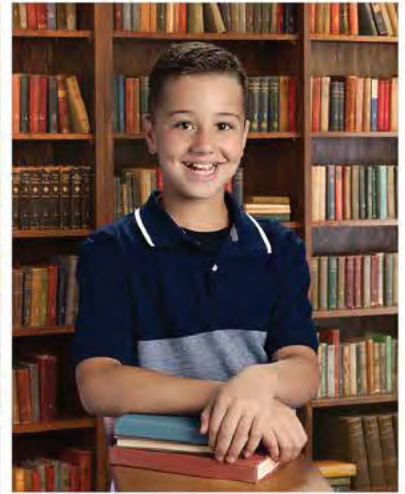


Request for Proposal (RFP) For Photography and Yearbook Services



Lifetouch.

LETTER OF INTENT

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

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

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

As a leading partner in the education industry, Lifetouch recognizes how vital it is that we do everything with the utmost care to ensure a safe and smooth photography experience. Our business is built entirely on your trust and for over 84 years we've done everything in our power to earn it. We photograph 30 million students each year and operate out of each of the United States and Canadian provinces. Your local Lifetouch team is equipped with a professional support staff that is readily available to meet the specific needs of your school and/or district.

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

Respectfully submitted,

Jason Schafer
National Sales Executive
919-818-0381
jschafer@lifetouch.com

TAB 1

MASTER AGREEMENT / SIGNATURE FORM

Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$5 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

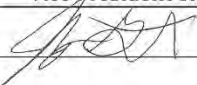
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Shutterfly Lifetouch LLC.
Address	11000 Viking Drive
City/State/Zip	Eden Prairie, MN 55344
Telephone No.	952-826-5760
Fax No.	N/A
Email address	jgrant@lifetouch.com
Printed name	John Grant
Position with company	Vice President of Sales
Authorized signature	

TAB 2

NCPA ADMINISTRATION AGREEMENT

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of July 1, 2020, by and between National Cooperative Purchasing Alliance ("NCPA") and Shutterfly Lifetouch ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 11-40, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Photography and Yearbook Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount
Total				_____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	<u>Shutterfly Lifetouch LLC.</u>
Name: <u>Matthew Mackel</u>	Name: <u>John Grant</u>	
Title: <u>Director, Business Development</u>	Title: <u>Vice President of Sales</u>	
Address: <u>PO Box 701273</u>	Address: <u>11000 Viking Drive</u>	
<u>Houston, TX 77270</u>	<u>Eden Prairie, MN 55344</u>	
Signature: 	Signature: 	
Date: <u>July 1, 2020</u>	Date: <u>6/15/2020</u>	

*Please note Lifetouch does not agree to allow NCPA to use the Lifetouch name and logo within website, marketing materials and advertisement. It is against our policy to agree to this.

TAB 3

VENDOR QUESTIONNAIRE

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ Minority and Women

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB

◆ Residency

- Responding Company's principal place of business is in the city of Eden Prairie, State of MN

◆ Felony Conviction Notice

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company's position in the distribution channel:
 - Manufacturer Direct
 - Certified education/government reseller
 - Authorized Distributor
 - Manufacturer marketing through reseller
 - Value-added reseller
 - Other: _____

◆ Processing Information

- Provide company contact information for the following:
 - Sales Reports / Accounts Payable
 - Contact Person: Jason Schafer
 - Title: National Sales Executive
 - Company: Shutterfly Lifetouch LLC.
 - Address: 11000 Viking Drive
 - City: Eden Prairie State: MN Zip: 55344
 - Phone: 919-818-0381 Email: jschafer@lifetouch.com

- Purchase Orders

Contact Person: Jason Schafer
Title: National Sales Executive
Company: Shutterfly Lifetouch LLC.
Address: 11000 Viking Drive
City: Eden Prairie State: MN Zip: 55344
Phone: 919-818-0381 Email: jschafer@lifetouch.com

- Sales and Marketing

Contact Person: Jason Schafer
Title: National Sales Executive
Company: Shutterfly Lifetouch LLC.
Address: 11000 Viking Drive
City: Eden Prairie State: MN Zip: 55344
Phone: 919-818-0381 Email: jschafer@lifetouch.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 Yes No

TAB 4

VENDOR PROFILE

Tab 4 – Vendor Profile

Please provide the following information about your company:

Company's official registered name.

Shutterfly Lifetouch LLC.

Brief history of your company, including the year it was established.

Established in 1936 and as a leading partner in the education industry, Lifetouch recognizes how vital it is that we do everything with the utmost care to ensure a safe and smooth photography experience. Our business is built entirely on your trust and for over 84 years we've done everything in our power to earn it. We photograph 30 million students each year and operate out of each of the United States and Canadian provinces. Your local Lifetouch team is equipped with a professional support staff that is readily available to meet the specific needs of your school and/or district.

Company's Dun & Bradstreet (D&B) number.

10-604-5680

Company's organizational chart of those individuals that would be involved in the contract.



Corporate office location.

11000 Viking Drive, Eden Prairie, MN 55344

List the number of sales and services offices for states being bid in solicitation.

Lifetouch has 206 Offices and satellite offices all over the 50 United States.

List the names of key contacts at each with title, address, phone and e-mail address.

Jason Schafer, National Sales Executive

919-818-0381 – jschafer@lifetouch.com

11000 Viking Drive, Eden Prairie, MN 55344

Define your standard terms of payment.

Net 45

Who is your competition in the marketplace?

While we are the only national photography company, our competitors vary greatly by local market. There are approximately 1,100 competitors in the marketplace.

Provide Annual Sales for last 3 years broken out into the following categories:

Cities / Counties

K-12

Higher Education

Other government agencies or nonprofit organizations

Shutterfly Lifetouch, LLC (“Lifetouch”) is the nation’s most trusted name in school portraiture and yearbooks. Lifetouch photographs students and records student activities from preschool all the way through high school graduation. As the largest producer of school portraits in the country, Lifetouch photographs millions of students and preschoolers and produces yearbooks each year in thousands of schools in all fifty states and Canada.

Lifetouch National School Studios Inc. was founded in 1936 and became the largest employee-owned photography and yearbook company in the world. As of April 2, 2018, Lifetouch became a wholly-owned subsidiary of Shutterfly Inc., the leading digital retailer and manufacturer of high-quality personalized photo products and services founded in 1999, and is now known as Shutterfly Lifetouch, LLC. As a NASDAQ-listed public company, Shutterfly’s comprehensive financial information is available to the public; its most recent audited

financial statements are available at:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/1125920/000112592019000008/sfly-20181231.htm>

Lifetouch's financial officer is:

Stanley Chae

Vice President Finance

2800 Bridge Parkway

Redwood City, CA 94065

Office: 646-331-3473

Effective September 25, 2019, Shutterfly and Lifetouch became part of a portfolio group of companies managed by Apollo Global Management, Inc.

There are no pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin offs or any material pending or threatened litigation that would interfere with Lifetouch's ability to meet its obligations under the proposed contract. By submitting this bid, Shutterfly Lifetouch, LLC hereby certifies that it is financially stable and has all the necessary resources, human and financial, to provide the services at the level required by NCPA.

What differentiates your company from competitors?

Lifetouch has a national reach with 206 offices, 9 manufacturing facilities that are strategically placed around the country so we can continue delivering our products. We are an industry leader in safety and security as we are PCI Compliant at the highest level, we have signed the data privacy pledge, and background check every employee. We are training our photographers and sales professionals with new COVID practices and procedures. As a Shutterfly company, our customers have access to Shutterfly exclusive offers such as the Shutterfly Storefront, for more information please see page 42.

Describe how your company will market this contract if awarded.

We will activate our national school district procurement team and our national sales team to leverage this contract to our 500+ sales staff nationally.

Describe how you intend to introduce NCPA to your company.

This will be introduced like any other sales or marketing campaign to our field sales organization via internal communications and other internal company communication platforms.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Mylifetouch.com makes ordering school pictures faster, easier and more fun for everyone. Users register with a unique Picture Day code found on their proof order sheet or Picture Day flyer. The Passcode, Record Number and Security Key are unique for each student and allow for a single individual to claim the image(s). Once claimed, registered users can invite others to view and order. With our expansive product catalog, customers can order prints and products.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Lifetouch's support team is ready to assist with any requests or questions regarding your school pictures you or your families may have. We offer separate toll-free lines for parents and school administrators to best assist you. We have 5 locations that support the US:

- Muncie, IN
- Montego Bay, Jamaica
- Kingston, Jamaica
- Guatemala City, Guatemala - Spanish support
- Chennai, India - off phone support

EXTENDED HOURS - 8:00am - 8:00pm EST M-F

Parent Customer Service Number | 1-800-736-4753

8:00 am to 10:00 pm EST Monday-Friday | Saturday 8:00 am - 6:00 pm EST (during peak)

School Customer Service Number | number may vary by state

8:00 am to 4:30 pm Monday-Friday

Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

We are continuously making efforts to reduce our carbon footprint and reduce waste. That why picture day is going paperless and eliminating our "subject cards" that has student information that is scanned at the camera to ensure the image matches with the correct student. We have moved this image matching process to a digital platform.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

N/A. We can provide business licenses upon request.

TAB 5

PRODUCTS AND SERVICES / SCOPE

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories that you are responding with:
 - Fall Individual Portraits
 - Classroom Group Portraits and Composites
 - Spring Individual Portraits
 - Sports Portraits – team and individuals
 - Senior Portraits – to be photographed on school property
 - Candid Portraits
 - Panoramic Portraits
 - Commencement Portraits
 - Prom/Dance Portraits
 - Other Special Events
 - Yearbook Creation and Services
- ◆ Please describe how your company will provide the following services to schools. The following is a list of suggested (but not limited to) services:
 - ID Cards
 - Directories
 - Yearbook Images – must be PSPA approved
 - Your ability to deliver student images formatted for school and district administration programs such as library systems, cafeteria software and other administrative tools.
 - Other services provided at the school level
 - Any services provided for the district level for exclusive business acceptance

Lifetouch will respond to and offer all services listed. We will work with each district and school to determine specific service needs.

ID Cards

We can provide bar coded, non-bar coded, onsite, and lab produced IDs. Please refer to page 35 for more ID Card Information.

Directories

We will provide directories with photos of each student upon request.

Yearbook Images

It is standard that our yearbook images are in a PSPA approved format, we are also able to format based on school needs.

Your Ability to deliver student images formatted for school and district administration programs such as library systems, cafeteria software and other administrative tools.

Images can be downloaded for lunch systems and library systems; this process is streamlined and easy to do via our Lifetouch Portal. For more information on the Lifetouch Portal please see page 41.

Other services provided at the school level

Please see page 33-34 for a list of additional services.

Any services provided for the district level for exclusive business acceptance

Please see page 32-33 for exclusive partnership incentives.

PHOTOGRAPHY & YEARBOOKS PROGRAMS



Lifetouch.

LIFETOUCH PHOTOGRAPHY PROGRAMS

CONSULT YOUR LOCAL REPRESENTATIVE FOR DETAILS

FALL



The iconic school picture that symbolizes the start of a new school year. Essential for school IDs and the yearbook.

SPRING



Spring Picture Day captures children's authentic personality and personal growth.

GRADUATES



Celebrate the milestones with our special graduates program offering photography for kindergarten, middle school and high school graduation photography.

LIFETOUCH PHOTOGRAPHY PROGRAMS

CONSULT YOUR LOCAL REPRESENTATIVE FOR DETAILS

PRESTIGE PHOTOGRAPHY BY LIFETOUCH



Senior pictures are a once-in-a-lifetime opportunity to recognize student achievement and personality.

ADDITIONAL PROGRAMS



We also offer photography for any special event, sports or activities. Lifetouch offers photography programs for commencements, sports, class pictures, school dances and school activities.

LIFETOUCH YEARBOOK PROGRAM

A school yearbook is comprised almost entirely of photographs that chronicle the interest, potential, and achievement of your students and staff each year. As the industry leader in school photography, Lifetouch is best-equipped to capture and preserve your school year memories. We provide the tools and support your yearbook staff needs to create an unforgettable yearbook that parents and students will love.

SUPPORT FROM DAY ONE

Rest assured, you'll have everything you need to support your students, teach them the in's and out's and inspire them to greatness. Experienced local representatives are right behind you every step of the way and can provide one-on-one guidance.

EASY ONLINE TOOLS

Create great story-telling pages with our online book building tool. Plus, Lifetouch pictures automatically upload to your site for easy flow onto picture pages. No CDs, no jump drives. Unsurpassed quality from cover to cover and page enhancements including embossing and debossing, matte lamination and more make your yearbook a real standout. Expert designers help take your cover design from vision to reality. This dedicated team will also be on-hand for webinars and workshops.

EDUCATIONAL RESOURCES

- Class curriculum with lesson plans on all things yearbook
- Yearbook blog filled with ideas and inspiration
- Monthly emails to support you throughout the project
- Student workshops led by industry recognized yearbook experts



PICTURE DAY PROCESS

BEFORE PICTURE DAY WE WILL

- ✓ Schedule a personal consultation & set picture dates at each school
- ✓ Deliver flyers approximately two weeks prior to Picture Day
- ✓ Provide additional event reminders electronically and on paper

ON PICTURE DAY WE WILL

- ✓ Photograph ALL students and staff, regardless of package purchase
- ✓ Provide sanitary grooming supplies at each station
- ✓ Provide enough photographers to minimize time out of class

ALL IMAGES ARE CENTERED & ADJUSTED FOR YEARBOOK CONSISTENCY



AFTER PICTURE DAY WE WILL

- ✓ Sort and deliver picture packages by school preference
- ✓ Deliver pictures to the school within three weeks of Picture Day

VALUE FOR FAMILIES

ONLINE ORDERING

MyLifetouch.com makes ordering school pictures faster, easier and more fun for everyone. Users register with a unique Picture Day code found on their proof order sheet or Picture Day flyer. The Passcode, Record Number and Security Key are unique for each student and allow for a single individual to claim the image(s). Once claimed, registered users can invite others to view and order. With our expansive product catalog, customers can order prints and products.



SATISFACTION GUARANTEE

If families are not satisfied with their photos for any reason, they may return them on Retake Day and we will re-photograph at no additional charge. If they are still not pleased, they may return retake photos and we will refund their entire purchase price.

LIFETOUCH REWARDS

We make sure your all families receive the best value when making picture purchases. Each family receives:



- A Shutterfly gift valued at \$29.99 or more upon enrollment
- 10% off discount on additional purchases for every \$65 spent
- Stacking options on coupons for even greater value
- Exclusive offers and benefits throughout the year

Lifetouch.

A New Photography Experience

Lifetouch is leading the photography industry in providing comprehensive photography session safety protocols. These protocols follow the guidelines and recommendations of the Center for Disease Control (CDC), U.S. Department of Health & Human Services (HHS), and Occupational Safety and Health Administration (OSHA) standards related to COVID-19.

Our new photography safety protocols include



ENHANCED CLEANING

Photographers are provided sanitizing wipes and spray to clean camera stations and equipment



NO-CONTACT POSING & SOCIAL DISTANCING

Photographers are required to maintain six feet between themselves and subjects while being photographed



PRE-SESSION HEALTH CHECK

Photographers are provided a thermometer for their daily self-health assessment before reporting to a photography event



SAFETY TRAINING

Lifetouch employees are required to complete comprehensive safety and cleaning protocol training



MASKS

Photographers are required to wear masks during the entire photography session



CUSTOMIZED PLAN

Most importantly, we'll work with you to establish a plan that fits your needs

While photography sessions may look different this year, as a trusted partner, our goal remains the same; to ensure you receive this essential photography service and families can continue to capture life's memories.

Contact your Lifetouch Representative for more details.

Lifetouch.com

TAB 8

VALUE ADDED PRODUCTS AND SERVICES

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

EXCLUSIVE PARTNERSHIP INCENTIVES

All resources outlined below are available at no additional cost upon award.

FOR SCHOOLS:

NEW! SHUTTERFLY STOREFRONT | VALUE MAY VARY BY SCHOOL/DISTRICT

Shutterfly Storefront will provide an 8% commission back to the district on Shutterfly sales from your unique URL code that you advertise to your community. Value may vary at each school. See page 42 for more information.

SCHOOL BRANDING GRANT | VALUE MAY VARY BY SCHOOL/DISTRICT

Lifetouch may provide a Lifetouch PrintShop branding voucher for each year of the agreement. This voucher can be used to create customized banners, posters, signage, decals, wall/floor graphics and more for each school! See page 38 for more information.

LEADERSHIP ASSEMBLY GRANT | VALUE MAY VARY BY SCHOOL/DISTRICT

Teen Truth™ is regarded as one of North America's premier student assembly experiences. Through our partnership, Lifetouch will offer an annual student leadership grant, or a 20% off assemblies. See page 38 to learn more about the Teen Truth™.

STUDENT REWARD & RECOGNITION PROGRAM | VALUE MAY VARY BY SCHOOL/DISTRICT

Lifetouch may provide a Student Recognition credit to each school for your staff to customize a wide variety of recognition materials. These materials can be used to honor and reward your students, staff, and administration. See page 41 for more information.

FOR FAMILIES:

NEW! SHUTTERFLY GIFT WITH PURCHASE | VALUE MAY VARY AT EACH SCHOOL

A Special Shutterfly Gift! Families will enjoy \$30 to spend PLUS a free 8x8 photo book from Shutterfly when they purchase a package on mylifetouch.com.

LIFETOUCH REWARDS PROGRAM | VALUE MAY VARY AT EACH SCHOOL

The Lifetouch Rewards Program is our customer loyalty program, available for families who order online. Upon enrolling in the program, families will receive a free Shutterfly gift (**Valued at \$29.99**), along with ongoing discounts as the continue to make online purchases at mylifetouch.com. See page 29 for more information.

COMPLIMENTARY PRODUCTS & SERVICES FOR SCHOOLS

Product/Service	Description	Retail Value
Lifetouch Portal Access <i>No charge to the school!</i>	This web-based interface allows schools and districts to securely share student data with Lifetouch and download Picture Day images.	\$150 Per Year
Parent Notify <i>No charge to the school!</i>	This communication tool allows schools to send automated email reminders to parents about Picture Day and yearbooks sales.	\$100 Per Year
Shutterfly Storefront <i>No charge to the school!</i>	Shutterfly Storefront will provide an 8% commission back to the district on Shutterfly sales from your unique URL code that you advertise to your community.	Value may vary at each school.
Admin Calendars <i>No charge to the school!</i>	Your administrative staff will receive complimentary admin calendars to utilize throughout the school year.	\$3.50 Each
Photo Stickers <i>No charge to the school!</i>	A sheet of four photo stickers will be provided to your administrative staff for every student photographed.	\$.50 Per Sheet
Staff ID Cards <i>No charge to the school!</i>	Every Staff member photographed will receive one complimentary ID card.	\$3.50 Per Card
Staff Digital Images <i>No charge to the school!</i>	Every Staff member photographed can claim their free digital image on Shutterfly.	\$15 per Image
Principal Picture Scholarship <i>No charge to the school!</i>	For your families in need we will provide package vouchers to be used at each principal's discretion. *May negotiate based on the specific needs of each school.	\$15 Per Scholarship
School Directory <i>No charge to the school!</i>	School Directories can be provided at no cost each year, depicting the entire school of students and staff.	\$35 Each
Group & Candid Images – Digital Access <i>No charge to the school!</i>	Each school will receive complimentary access to group and candid images that can be used for the yearbook.	\$100 Per School
Yearbook Images – Digital Access <i>No charge to the school!</i>	Formatted images will be provided for school yearbook production, ensuring optimal image quality.	\$75 Per School

All School Wall Composites <i>No charge to the school!</i>	A Wall Composite can be provided at no cost consisting of the entire student body.	\$300 Each
Principal's Album <i>No charge to the school!</i>	The Principal's Album contains class group or class composite images of the school classrooms for the Principal's reference.	\$35 Each
Class Pictures <i>No charge to the school!</i>	We will provide one complimentary class picture for each teacher at no additional cost.	\$5 Each

COMPLIMENTARY PRODUCTS & SERVICES FOR FAMILIES

Product/Service	Description	Retail Value
Shutterfly Photo Storage <i>*No Additional Charge!</i>	When families purchase qualified packages on mylifetouch.com, their digital images will be stored on Shutterfly for no additional cost and can be downloaded.	\$12 Per Family *Per Year
SmileSafe Child Safety Cards <i>*No Additional Charge!</i>	Two (2) complimentary SmileSafe cards will be provided to each student photographed, regardless of purchase.	\$5 Per Card
SmileSafe Child Safety Card *Digital Download <i>*No Additional Charge!</i>	A complimentary digital download of the SmileSafe Child Safety Card is available for each student photographed.	\$2 Per Download
Lifetouch Rewards Program <i>*Includes Free Shutterfly Gift!</i>	Families who order online can enroll to receive a free Shutterfly gift valued at \$29.99 or more upon enrollment. Families will then receive ongoing discounts as they make more purchases. \$29.99 for enrolling in the program + 10% Discounts. Estimated Per Year	\$29.99+ Per Order
Parent Volunteer Packages <i>*No Additional Charge!</i>	Parent volunteers will receive a complimentary picture package to reward parents who offer to assist our photographers on Picture Day. *Value may vary	\$35 Per Package
Premium Backgrounds <i>*No Additional Charge!</i>	Families may choose from a wide variety of looks and backgrounds at no additional cost! Each sheet can feature its own look and background.	\$3 Per Background
ID Cards <i>*No Additional Charge!</i>	Every student photographed will receive one complimentary ID card.	\$3.50 Per Card

ADDITIONAL PRODUCTS & SERVICES

CONSULT YOUR LOCAL REPRESENTATIVE FOR DETAILS



NEW! DIGITAL IMAGES

As a part of the Shutterfly family of brands, staff members can now claim, view and download their Lifetouch digital image on Shutterfly.



STUDENT & STAFF ID CARDS

Lifetouch knows that ID Cards are a critical part of your school's day-to-day operations, so we have developed a program that puts your needs first. Our ID technology guarantees:

- Barcode compatibility with your software
- A long-lasting, tamper-resistant photo and bar code
- Delivered to your school, sorted to your specifications



DISCOUNTED ID PRINTERS & SUPPLIES

Lifetouch will provide staff ID badges for all district administrators, staff and employees. In addition, Lifetouch can help your district secure a Fargo PVC ID printer, through our partnership pricing, that can be used at the district office for creating high quality ID replacement badges. Please discuss options with your Lifetouch Representative.



I-DEPOT INSTANT ID CARD SYSTEM

On Picture Day, Lifetouch will have this instant ID card printing system on site so that IDs can be distributed on the same day. The ID design can be customized for each school's needs with various features.

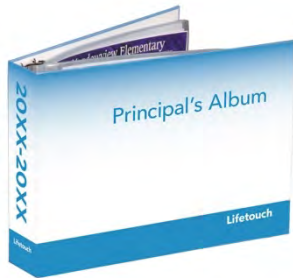
ADDITIONAL PRODUCTS & SERVICES

CONSULT YOUR LOCAL REPRESENTATIVE FOR DETAILS



MONTAGE POSTERS

The Montage Poster is a 24" x 32" poster that uses all the students and staff photographed by Lifetouch on Picture Day to form an image. Lifetouch will provide **one complimentary framed montage** poster to each school that photographs a Spring photography program.



PRINCIPAL'S ALBUM

Lifetouch will provide **one complimentary Principal's Album** containing class composites to each preschool – 5th grade school. One directory will be provided to each secondary school.



YEARBOOK IMAGES

Lifetouch will supply yearbook images formatted to PSPA specifications to all school producing a yearbook. For schools publishing with Lifetouch, the images will simply be deposited in their yearbook website three weeks after retake day. For non-Lifetouch publishing schools, we will provide images electronically via a shared drive.

ADDITIONAL PRODUCTS & SERVICES

CONSULT YOUR LOCAL REPRESENTATIVE FOR DETAILS



COLOR IMAGE STRIPS

Lifetouch will provide a strip of images with adhesive on the back for each student photographed. Should any school require more than four per student, we are happy to order another set at no cost.



WALL COMPOSITES

Lifetouch Wall Composites are available for a graduating class, specific group of students or an entire student body.



FACULTY CALENDARS

Complimentary school calendars are available in a variety of sizes, formats and lengths. 12-month and 18-month calendars are available in desktop and booklet format.

ADDITIONAL BENEFITS

TEEN TRUTH

TEEN TRUTH is regarded as one of North America's premier student assembly experiences. With Lifetouch's unique partnership with TEEN TRUTH, we can work with your school or district to coordinate a school culture workshop for the counseling staff, faculty or student leadership groups. Lifetouch schools receive a 20% discount on TEEN TRUTH assemblies. Learn more at teentruthlive.com.

EMPOWER STUDENT VOICE

ASSEMBLIES LEADERSHIP SUMMITS CURRICULUM

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

The graphic features a central banner with the text 'EMPOWER STUDENT VOICE' in white on a dark background. Below this are three circular images: 'ASSEMBLIES' showing a group of students, 'LEADERSHIP SUMMITS' showing students in a meeting, and 'CURRICULUM' showing red binders. At the bottom, a dark banner contains the statistics '7 MILLION LIVES IMPACTED | 5,000 SCHOOLS REACHED' and '1 RELENTLESS MISSION'.

LIFETOUGH PRINTSHOP

Enhance your school's brand and bring your message to students and the larger community with products from the Lifetouch PrintShop. The Lifetouch PrintShop is designed to professionally convey your schools' positive behavior, character building, recognition, school messaging and branding initiatives.



COMMUNITY ENGAGEMENT

EXCLUSIVE EDUCATION PARTNERSHIPS

Lifetouch is honored to be the official photographer for the educational associations you know and trust. It's a partnership we value and we're happy to provide them with value-added benefits and services.



LIFETOUCH MEMORY MISSION

Since the inception of the Lifetouch Memory Mission® in 2000, Lifetouch employees have traveled to destinations around the world to spend a week in intensive volunteer service. Lifetouch hands have helped rebuild a village in war-ravaged Kosovo, establish a children's center in Jamaica, construct a bridge in the land of the Navajo in Arizona build a school in in the Dominican Republic and repair a school damaged by Hurricane Maria in Puerto Rico.

Since 2011, we have invited and encouraged participation from superintendents, principals, educators and members of the American Association of School Administrators (AASA), the National Association of Elementary School Principals (NAESP), the National Association of Secondary School Principals (NASSP), the National School Boards Association (NSBA) and the National PTA to apply to volunteer with the Lifetouch Memory Mission®.



Learn more at lifetouchmemorymission.com

SCHOOL & DISTRICT BENEFITS



Lifetouch.

LIFETOUCH PORTAL

The Lifetouch Portal gives both district level and school level access to all your Lifetouch services in one convenient and secure location.

- ✓ Access Picture Day images and data
- ✓ Choose a specific Student Information System (SIS) format or create a custom format for image and data download
- ✓ Safely and securely upload your school's student information into formats for library and cafeteria information systems
- ✓ Download a variety of templates to create directories, seating charts, student IDs and other administrative tools
- ✓ Setup automated Picture Day reminder emails to parents with Parent Notify
- ✓ Create and print reward & recognition certificates

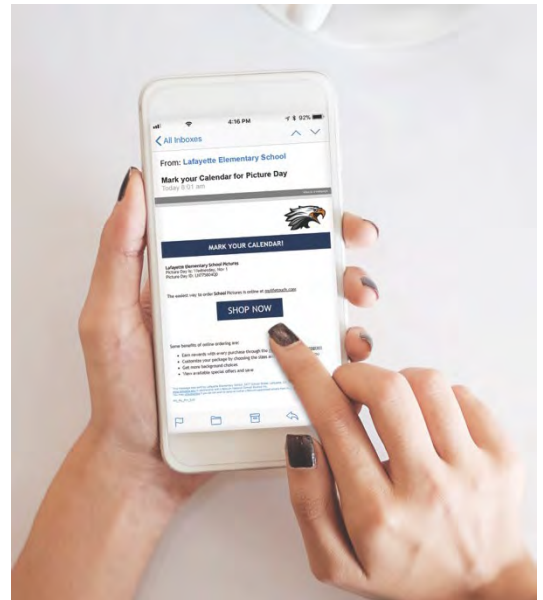


PARENT NOTIFY

Parent Notify is an optional tool that automatically reminds parents about Picture Day on behalf of your school, reducing questions and saving you time.

REWARD & RECOGNITION PROGRAM

Create custom recognition materials to honor and reward your students, staff and administration.



SHUTTERFLY STOREFRONT FUNDRAISER



EXCLUSIVE TO LIFETOUCH SCHOOL PHOTOGRAPHY PARTNERS

Shutterfly Storefront Program

Preserve memories

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

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

HOW IT WORKS

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

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

SAFETY & SECURITY



Lifetouch.

SAFETY: OUR TOP PRIORITY

As a leading partner in the education industry, Lifetouch recognizes how vital it is that we do everything with the utmost care to ensure a safe experience on Picture Day and beyond.

LIFETOUCH SMILES SAFE PROGRAM

For more than 10 years, Lifetouch has partnered with the National Center for Missing & Exploited Children™ to help provide law enforcement with the most valuable tool when a child goes missing—a current photograph. A rapid response team from Lifetouch is available 24/7 to provide the student's most current picture to law enforcement authorities. Every student photographed by Lifetouch receives a complimentary SmileSafe photo ID card and parents will also receive a free digital download of this card for easy access. We are the only photography company partnered with the National Center for Missing and Exploited Children.

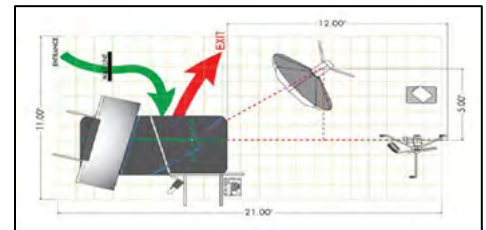


DEPENDABLE DATA SECURITY

We know how precious your students' photos are and how even more precious their privacy is. Our platforms use encrypted technology to ensure a seamless, convenient and safe experience every time you and your families interact with Lifetouch online.

ADA COMPLIANT FLOOR PLANS

Lifetouch camera sets are compliant with the American with Disabilities Act (ADA). Our setup prevents cords from obstructing traffic areas of students. We also avoid bulky props or stools to allow for a safe and secure open floor plan.



CREDIT CARD SECURITY

Every year, a third-party auditor certifies that we meet or exceed the credit card industry's strict standards for use. That means when it's time for parents to pay for photography and yearbooks, they can be assured that their information is secure.

ATTESTATION OF PCI COMPLIANCE

Lifetouch processes payments through retail locations using approved PED devices. Call centers accept card data over the phone and key PAN into the Lifetouch web applications in which transactions are sent using SSU TLSv1.0. 1.1, 1.2 to Lifetouch's data center for further processing. Lifetouch does not store card data electronically but does have CDS Global store manual hardcopy forms mailed to CDS Global, (CDS Global processes form-based orders for Lifetouch using Lifetouch's MID), which include client name, PAN, and expiration date. These mailed in order forms are kept in secured (at CDS Global) until they are processed by CDS Global and then securely disposed of. This has been reviewed as part of CDS Global's PCI assessment. Below is an excerpt of the attestation of compliance, provided and approved by the security standards council. A complete copy of this report is available upon request.

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	12/6/2016
Have compensating controls been used to meet any requirement in the ROC?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Were any requirements in the ROC identified as being not applicable (N/A)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were any requirements not tested?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Were any requirements in the ROC unable to be met due to a legal constraint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (*check one*):

- Compliant:** All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall **COMPLIANT** rating; thereby *Lifetouch inc.* has demonstrated full compliance with the PCI DSS.



RECRUITMENT & TRAINING

Lifetouch has been in the photography industry for more than 84 years and we have the experience and qualifications to ensure a smooth running picture day with minimal time out of class for students and staff. Annually we hire more than 20,000 employees nationwide and we are prepared to provide the services required by your district and each school.

EMPLOYEE BACKGROUND CHECKS



The Lifetouch “We Care Enough to Check®” program requires each new and rehired field employee to pass an extensive background check which is conducted through Accurate Background, Inc. The check includes a search of criminal records in all counties across the United States where the individual lived during the previous seven years or additional addresses found through the social security number trace, a search of sex offender registries in states where available, and a driving record search. In addition, Lifetouch complies with all state and local required screening of employees and contractors working in your school. We take great pride that our team has passed the required background checks and are authorized to work in your school/facility

PHOTOGRAPHER RECRUITMENT



In 2017, Lifetouch created a talent acquisition center for hiring photographers called the SmileHire Photographer Recruitment Program. This team of Human Resource professionals have hired more than 2,700 qualified photographers nationwide since the program began. This initiative helps support and reinforce our mission to hire and retain quality photographers that will help capture and preserve memories in all schools that partner with Lifetouch.

FRASER PHOTOGRAPHER TRAINING

Lifetouch has partnered with Fraser, a nationally-recognized authority on autism, to produce a training video intended to educate Lifetouch photographers when photographing children with special needs.



TAB 9

REQUIRED DOCUMENTS


Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Shutterfly Lifetouch LLC.</u>
Print Name	<u>John Grant</u>
Address	<u>11000 Viking Drive</u>
City, State, Zip	<u>Eden Prairie, MN 55344</u>
Authorized signature	<u></u>
Date	<u>6/15/2020</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

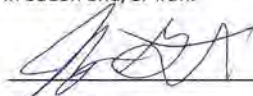
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

6/15/2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Shutterfly Lifetouch LLC.</u>
Address	<u>11000 Viking Drive</u>
City/State/Zip	<u>Eden Prairie, MN 55344</u>
Telephone No.	<u>952-826-5760</u>
Fax No.	<u>N/A</u>
Email address	<u>jgrant@lifetouch.com</u>
Printed name	<u>John Grant</u>
Position with company	<u>Vice President of Sales</u>
Authorized signature	<u></u>

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) **Maintain** all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) **Permit** any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity.** The following Equal Employment Opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age.** In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

THANK YOU

We know your students and families are your number one priority. You're responsible for them from the first bell to the last.

As the leader in school photography and yearbooks, we take our role in capturing important memories for your students very seriously by making Picture Day extra special for students, and easy for you, all while giving families something to smile about.



CUSTOMER SERVICE

Lifetouch's support team is ready to assist with any requests or questions regarding your school pictures you or your families may have. We offer separate toll-free lines for parents and school administrators to best assist you.

EXTENDED HOURS - 8:00am - 8:00pm EST M-F

Parent Customer Service Number | 1-800-736-4753

8:00 am to 10:00 pm EST Monday-Friday | Saturday 8:00 am - 6:00 pm EST (during peak)

School Customer Service Number | number may vary by state

8:00 am to 4:30 pm Monday-Friday