

# K-12 STUDENT PORTRAIT SERVICES AND RELATED SERVICES



Olathe Public Schools #233

Request # 23-030

May 11, 2023

# TABLE OF CONTENTS

LETTER OF INTENT.....	3
RFP RESPONSE REQUIREMENTS.....	4
FINANCIAL STABILITY.....	5
PHOTOGRAPHY PROGRAM REQUIREMENTS.....	6
OTHER MANDATORY REQUIREMENTS.....	10
ATTACHMENT A: REFERENCE FORM.....	36
DEVIATIONS & CONFIDENTIAL INFORMATION.....	37
ATTACHMENT B: (EXHIBITS A-I).....	39

# LETTER OF INTENT

Lifetouch is thankful for the opportunity to partner with [Olathe Public Schools #233](#) for Student Portrait and Related Services. 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.

Our mission at Lifetouch is to be a partner in providing solutions for your needs. Your district can expect the following from Lifetouch:

- A [local team](#) that is available and accessible for the day-to-day needs of your district with the support of a national company.
- A smooth [Picture Day Experience](#) from start to finish, along with our commitment to quickly resolve any issues.
- Access to innovative technologies like the [Lifetouch Portal](#), complementary [digital downloads](#), [fast processing times](#), and [seamless integration](#) with your SIS system.
- Industry-leading [data security](#) standards, [employee background check](#) policies, and superior photography training.

Lifetouch packages and pricing are updated to reflect today's parents: digital images for sharing, larger prints for home decor, and greater value. We provide the greatest value in the school photography industry, [complimentary digital image](#) with every single picture package, [a free gift with each online purchase](#), and the [Lifetouch Rewards Program](#). The Lifetouch Portal is a one-stop resource for schools to securely import student data, export downloads for all SIS systems, create personalized seating charts and rosters, and design and print customized certificates to reward and celebrate student achievements.

All of the innovations and technological advances Lifetouch has made over the years come back to you – our school partners. We have built our reputation by creating trusted relationships and delivering on the promise of quality and reliability while creating memories that last a lifetime. We look forward to delivering on this promise today and in the future.

Respectfully,

*Travis Hedlund*

National Sales Executive  
612-214-9329  
travis.hedlund@shutterfly.com

*Jason Schafer*

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

# RFP RESPONSE REQUIREMENTS

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

## FINANCIAL STABILITY

As the largest producer of school portraits in the country, Lifetouch photographs millions of students and preschoolers each year for thousands of schools throughout the United States and Canada. Lifetouch was first founded in 1936 and became the largest employee-owned photography and yearbook company in the world. In 2018, Lifetouch was acquired by Shutterfly, Inc. (now Shutterfly LLC), the leading digital retailer and manufacturer of high-quality personalized photo products and services founded in 1999.

As a privately held limited liability company, Shutterfly does not release detailed financial information about itself or its subsidiaries. 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. Lifetouch 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 the school district.

## PHOTOGRAPHY PROGRAM REQUIREMENTS

- A. Describe, in detail, your firm's processes, policies and procedures for your Fall underclass portrait program. This shall include, at a minimum, the following criteria:
1. In terms of product options, how many poses of each child are taken? How many backgrounds do you make available for purchase? Describe retouching options.  
Lifetouch provides a one pose photograph of each student. We make many different options available for families to use that image to have great choices in products. We have 25+ backgrounds to choose from. Retouching options include basic and premium retouching and are available as an add-on for any package. Basic retouching removes blemishes and premium retouching removes blemishes, whitens teeth, and evens skin tone.
  2. Describe your firm's sales channels and purchase options. Online and/or Mobile ordering MUST be available (e.g., pre-, and post-picture day orders).  
Lifetouch offers 3 ordering methods:
    1. Online/Mobile Ordering- pre and post picture day
    2. Bilingual Picture Day Flier- students can bring with on picture day
    3. Customer Service call or chat- post picture day

Parents can view and purchase their children's photographs through My.Lifetouch.com (via web or mobile) and can pay online via credit card, paypal.com or can pay with cash or check using the bilingual prepay flyer option. Families can order pre- and post-picture day. Pre-picture day, families can go to My.Lifetouch.com and enter the Picture Day ID, which is unique to each school. This unique ID is also listed on the Picture Day flyer. To order or pay after Picture Day, families will use the Portrait ID and Access Code, which is unique to each student, on the proof or order sheet. Families use My.Lifetouch.com to order pictures. For up to 9 months after the Picture Day event, families can use the Portrait ID and Access Code.

3. How do you handle the scheduling of Picture Day and Retake dates? Detail picture day promotion support.  
Retake day will typically happen within 30-45 days after Picture Day. Your Account Specialist will work with the school to determine the photographers needed and any other logistics. The team will work with the school to

communicate retake picture details with parents. Communication with parents is critical for a smooth and hassle-free Picture Day.

Along with printed flyers, reminders, and hallway posters, Lifetouch provides an email program specifically created for schools to effortlessly communicate Picture Day details to parents. Parent Notify allows schools to automate communications to parents about Picture Day and yearbooks — saving the school time and reducing calls to your office. This tool ensures nobody misses out on Picture Day and yearbook sales.

4. Describe your firm's digital image access and print capabilities.  
Lifetouch picture packages include a free digital image download with any purchase. As soon as the Lifetouch digital image is ready, families will receive an email that the digital image is available. Families can then order additional prints or add the image to products for purchase through our parent company, Shutterfly. Popular products purchased through Shutterfly include coffee mugs, mouse pads, calendars, and similar keepsakes.
5. Describe approach to packaging, organizing, and delivering picture packages for distribution.  
Lifetouch offers both traditional picture package distribution, where packages will be sorted to specifications (name, grade, homeroom, etc.) and a Ship-to-Home option. Each individual school within the district can decide if they want picture packages delivered to school or delivered via Ship-To-Home. With the Ship-To-Home option picture packages ship directly to students' homes, giving families the expected, convenient experience they desire. The Ship-To-Home offering removes all administrative Picture Day work from your school – no distributing order forms or picture packages! Lifetouch primarily ships through UPS, though some products may be hand-delivered to schools by a Lifetouch representative.
6. Explain product return policy and satisfaction guarantees.  
100% satisfaction guarantee. If families are not satisfied with their photos for any reason, they may return 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.
7. Describe your ability to ensure consistent head size and background colors for ID cards, yearbook images, and student record services requirements.  
Our proprietary software automates the photography process and assures that the subject is centered and adjusts for head size, hair color, and skin tone. Our standard background is also designed to complement all skin tones, hair colors,

and clothing choices. The district can choose the background they'd like for student service records, and individual yearbook advisers can choose the background they'd like for their yearbook.

8. Discuss your capacity to handle growth, and any limitations, as new schools are brought on board.

In 2017, Lifetouch created a talent acquisition center for hiring photographers called the SmileHire Photographer Recruitment Program. This team of Human Resource professionals has 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.

We also keep a small percentage of photographers off the schedule each week, while still paying them to be on call. This allows us to have backup photographers and supervisors known as our "On-Deck Heroes" ready should a photographer become ill or unable to make it to school for picture day.

9. Discuss how your firm handles staffing and equipment inventory to ensure all schools' needs are met.

Your local Lifetouch team will work with you to set a schedule for all Picture Days and staff accordingly. In order to ensure we can successfully execute the services requested, the master agreement must be in place at least 90 days prior to Picture Day for preferred Picture Day scheduling. If the contract is signed less than 90 days before the requested Picture Day, scheduling options may be impacted.

Lifetouch is committed to industry-leading staffing strategies, including on-call photographers, to minimize any staffing challenges that would impact Picture Day. We also have Field Photographer leadership managing the photographers, continually coaching, and training the on-site photographers, and creating a smooth Picture Day experience.

Lifetouch has a local warehouse that supplies our photography staff with the necessary photography equipment to execute picture days. This inventory is based on the photography requirements contracted by the school/district and Lifetouch. Lifetouch also carries surplus equipment locally in case of equipment breakdowns or last-minute requirement changes from the school/district. In most cases, Lifetouch can have equipment from our local warehouse to a school within 30 minutes.



10. Do you have an equipment upgrade and replacement cycle?

Lifetouch has an equipment lifecycle program that tracks the amount of use for each piece of equipment used in the field. Throughout the lifecycle, equipment maintenance is performed to keep equipment up to date on software and working seamlessly.

## OTHER MANDATORY REQUIREMENTS

- A. Data Security: Discuss how your firm addresses the following data security issues:
1. Protection of student data provided by schools to the company from unauthorized access or loss. Include details of compliance with federal, state, and local data security and privacy requirements. Describe your methods for sharing online data and images.  
Lifetouch shares data and images through the Lifetouch Portal, our secure tool for school and district access. More information about the Lifetouch Portal is found under B.

As one of the original signatories of the Student Privacy Pledge, Lifetouch is committed to maintaining the security of student data and offering transparency to the schools and families that we serve. Highlights of the Lifetouch Data Security Plan:

**Lifetouch complies with federal, state, and local data security and privacy requirements.** As a service provider of staff and student photography for the schools we serve, Lifetouch acknowledges its obligations under the federal Family Educational Rights and Privacy Act (FERPA), as well as applicable state laws.

**Lifetouch uses a variety of safeguards to protect School Data.** Lifetouch has implemented a variety of physical, technical, and organizational security measures to help protect School Data from unauthorized access and use. These safeguards are in place and focus on our facilities, networks, personnel, and enterprise-wide policies.

**Lifetouch limits the disclosure of student data to authorized recipients.** Lifetouch limits disclosure of student data to the individuals and organizations that have a legitimate interest in the data or who help Lifetouch fulfill our contracts with schools and districts.

**Lifetouch sets strict security requirements for our third-party vendors.** Lifetouch does not use third-party contractors to photograph students or manufacture our products. However, Lifetouch may use vendors to help provide our services (for example, data management). All Lifetouch vendors who have access to School Data are required to implement the same data privacy commitments.

**Lifetouch has robust privacy and security training programs for all employees who handle School Data.** Lifetouch has a robust internal team of dedicated privacy professionals, including the Lifetouch Privacy Office and the

Lifetouch Information Security Office, who is responsible for ensuring that Lifetouch employees abide by all relevant laws when handling School Data.

**Lifetouch has a comprehensive response plan for managing data security and privacy incidents and notifying our schools and regulators.** The Lifetouch Privacy Office and Lifetouch Information Security Office work in tandem to maintain a robust incident management program designed to ensure compliance with all statutory and contractual breach notification obligations.

**Lifetouch securely disposes of school data when it is no longer needed.**

School Data is securely destroyed on demand by the school, or in the ordinary course of business when no longer needed to provide school services. Families who purchase products or services from Lifetouch will still have access to their images.

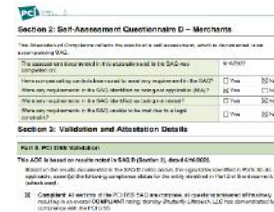
2. If credit card payments are taken, describe data security program. Include PCI Compliance certification.

Every year, a third-party auditor certifies that Shutterfly Lifetouch meets or exceeds 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 secure (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.



3. If images are available for online viewing and ordering, how does the company protect the images from unauthorized access? Detail how you manage data security and privacy incidents and notifying schools and regulators of data breach. Provide details of how your firm securely disposes of school data when it is no longer needed.

Families are provided a unique code to provide for online viewing and ordering. Lifetouch securely disposes of school data when it is no longer needed. School Data is securely destroyed on demand by the school, or in the ordinary course of business when no longer needed to provide school services. Families who purchase products or services from Lifetouch will still have access to their images. Lifetouch will provide notice to any impacted entities, including districts or schools, through our corporate communications.

4. Does your firm guarantee data portability in a usable format for all data elements collected and stored? What format will you provide this data back to the agency?

Lifetouch has a student information system download in the Lifetouch Portal that lets the school/district choose from common SIS formats. For added flexibility, schools/districts can also create their own format, and download the data in their customized format.

- B. Digital Images of Student and Staff Portraits: All images must meet the requirements for the student management software, lunchroom software (Horizon) and library software. The images will be verified by District staff to be operational on the student information system (Synergy by EduPoint) and Destiny/Follett software. The District will provide an accurate digital listing of student name, ID number, grade, school year, school name and any other necessary data for the photographer to generate the services required in this RFP. The photographer must provide a secure digital download of the student photographs matched with this data for all students and staff photographed. This information must be accurate, timely, and accessible via a secure digital download from the internet at the district level and include all schools and students photographed within the District within one download. This download must also be available for a teacher and/or lunch staff to download only the students they prefer. These images will be loaded into the Synergy SIS and Follett systems by District technology staff and tested for operational adequacy. The successful Vendor must also supply downloadable images that are compatible with the annual yearbook requirements from various service providers. These images must be available in high-resolution (640 x 800). Describe any additional capabilities to integrate with other 3<sup>rd</sup> party solutions that utilize student images.

The Lifetouch Portal gives both district-level and school-level access to all your Lifetouch services in one convenient and secure location. The Lifetouch Portal is where staff can safely and securely upload student data for Picture Day. Additionally, the Lifetouch Portal allows your staff to easily upload student data and images into your Student Information System. You may choose a specific Student Information System (SIS) format or create a **custom image and data download format to comply with your unique specifications.**

Lifetouch offers flexibility when naming, storing, and uploading data in the Lifetouch Portal, our secure data exchange platform. Subject data, supplied by the school, should be in an Excel or text-formatted file. To download images with the data a school wants, it will need to provide that information in the data file upload. As an example, to name an image with a student ID number, Lifetouch must have the student ID number as part of the original data file from the school.

Lifetouch will supply yearbook images formatted to PSPA specifications to all schools and shared electronically.

- C. Student/Employee Identification Cards for Middle and High Schools: Please provide examples of ID cards. Dimensions should be approximately 3.375" by 2.125" and .18" to .030" thick. The card must have a glossy over-laminate or equivalent and with barcode encoding capabilities. Preference will be given to ID's that are able to withstand extreme abuse. The student ID will include the student color portrait, name, school name/logo, student ID number (bar-coded), and school year. The vendor will provide high resolution, full color imaging (300 dpi preferred). Barcoding must be able to include alphanumeric text, logos, and digitized signatures. The vendor must provide the district with any other student/staff information for the ID cards the district may request prior to picture day. The district will be using Destiny (by Follett) for the library checkout system and Horizon for the school nutrition program. The staff/employee ID will include employee name, title, department or school, school year, and the School/District logo. The vendor must provide IDs from the sample students provided for testing with the Follett software, upon request at the appropriate time in the evaluation process. **Each vendor must certify compliance with bar code requirements upon award.**

Lifetouch offers standard ID cards, from elementary through high school, featuring student and staff school pictures. Lifetouch ID solutions guarantee:

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

We also offer the option of a Digital Student ID Card, in partnership and powered by Minga, the solution for today's modern world. Schools can seamlessly replace old, plastic cards. Digital IDs allow schools to integrate with other modules or systems.

- D. Photographers, Equipment, and On-Site Setup: Describe your photographer training program as it relates to the following objective: The photography staff is expected to be trained and competent, 1) in the operation of the necessary equipment, 2) in public relations particularly with young children, 3) in appropriate/inappropriate behavior with the public, 4) in dealing with large

groups of children/individuals in time sensitive situations, 5) in professional dress (uniforms), and 6) in DEI/SEL Training. Portrait sets must comply with all ADA requirements (American Disabilities Act). Please describe how your approach to photo day supports special needs children and other special circumstances.

Lifetouch trains all photographers on every piece of equipment and software that is utilized in the field. Before photographing in the field all photographers must pass a comprehensive equipment test.

All photographers are required to go through a detailed training program consisting of Lifetouch Experience Training, Photographer Expectations Training, Lifetouch Posing Guidelines, Safety Training, preparing for a successful Picture Day, and Why the Customer Experience is so Important.

Our training program includes an hour-long module called Inclusions Training. During this module, our photographers learn about the importance of creating an inclusive and safe environment that treats all individuals with respect and great customer service.

Our photographers have the privilege to photograph thousands of individuals of every season. Each of these individuals is wonderfully unique. To prepare our teams on how to provide the best service and quality to all our customers, we provide training and coaching on the following: Gender Sensitivity, Race & Religion, Working with Children with Special Needs, and Communication.

Lifetouch camera sets are compliant with the Americans 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.

- E. Child Safety Card Program: Two (2) cards must be printed and provided at no charge for the family of every child who is photographed in the District. These cards must contain a clean student image, and student's name, and leave room for each parent or guardian to update their student's descriptive information. A sample of this card and how your firm's Safety ID Card program supports child safety efforts must be submitted and explained in detail in your response to this RFP. Please explain the extent to which your firm is able to verify and support the needs of parents and/or legal authorities with a high-resolution recent image of the child in the event of an emergency. Please provide proof of the efforts of your child safety system and any agencies that support it.

**LIFETOUCH SMILES SAFE™ PROGRAM**

**Lifetouch is the only photography company partnered with the National Center for Missing and Exploited Children.** This partnership of over 20 years helps 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 SMILES SAFE™ photo ID card and parents will also receive a free digital download of this card for easy access.

More than 500 million cards have been distributed since the inception of the SmileSafe program. To date, SmileSafe cards have assisted in the successful recovery of 63 children in 25 states.

### Sample of SMILES SAFE™ photo ID card



- F. Statement of Background and Experience: Proposers are to provide information adequately describing their specific areas of expertise and other background information which may be useful in the evaluation process. This section should include a discussion of the experience and qualifications of the firm, evidence of its capability to provide the required service and to meet the desired schedule, its past performance record and résumés of essential individuals who would, in all probability, be involved providing the services requested. Résumés should adequately describe an individual’s experience and area(s) of expertise. Information pertaining to professional licenses or certifications held by individuals who will be providing services should also be included in response to this Request for Proposal. In addition:

Founded in 1936, Lifetouch began when two photographers brought their photography services to rural one-room schoolhouses. Over the years our services have expanded to preschools, sports, yearbooks, and serving customers in JCPenney Studios, however our commitment to delivering innovation and quality to the tradition of “Picture Day” has not wavered.

A little more than a decade after its founding, we had become one of the largest school photography companies in the United States. Lifetouch still holds the fundamental belief in local account services and operations, by employees who work and live in the local community.

Lifetouch expanded services from picture rolls and seating charts to ID cards, images for school administrative systems and child safety. Production innovation is a key focus for Lifetouch, and in the “90’s” it also invented and patented film and digital camera.

More recently Shutterfly Inc. acquired Lifetouch, bringing together two leading companies that share a common purpose – to share life’s joy through photos.

1. Describe the firm’s service approach with respect to Local vs National account team(s). Detail any use of subcontractors and if used, how they are integrated into the account team covering the District.

The local Lifetouch team that would manage the Olathe business is based in Grandview, only 20 miles from your school. The local account team includes the photographers, sales, and operations teams that would execute the business. **We do not use subcontractors to perform these services.** The local team would be supported by our National Sales Executive, Travis Hedlund and Vice President of Sales, Andy Johnson. Our local team also has the full support of our Lifetouch home office, based at our headquarters in Eden Prairie, MN. We have key roles that support our customers, and a general description of these roles is provided below:

## ACCOUNT MANAGER

One of two primary contacts at the campus level; sets initial meetings with schools, verifies school expectations, funnels questions to appropriate Lifetouch team members

## ACCOUNT SPECIALIST

Partners with the account manager to provide world-class service to each school; sets and verifies picture dates, resolves or escalates customer service issues, provides technical support

## PHOTOGRAPHERS

Picture day superheroes, responsible for capturing high quality, compelling photographs while creating a positive picture day experience for customers; must follow company policies and procedures to ensure safe and successful events

## SALES MANAGERS

Lead sales activities in all product lines, resulting in annual growth and account retention

## PHOTO & OPERATIONS MANAGER

Accountable for area’s school service and photography operations, staff, and equipment to ensure high-quality photography, picture day execution, and customer service

## NATIONAL SALES EXECUTIVE

Provides support to local team and key district and campus leadership

2. Describe, in detail, the firm’s policies and procedures with respect to **background checks** for photographers and other personnel providing services to the District.

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 First Advantage. 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 is authorized to work in your school/facility.

3. Please identify your photographers by name and years of service, and/or describe the process and procedures used to hire qualified, talented professionals.

In 2017, Lifetouch created a talent acquisition center for hiring photographers called the SmileHire Photographer Recruitment Program. This team of Human Resource professionals has 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. **Lifetouch will provide a list of photographers by name and years of service prior to picture day at each school to ensure you have the most current staff list.**

4. Please list how many employees you have that live within our district or county. While we don't track employees by district or county, our local office is based in Grandview, 20 miles from your district. This local team includes 75 employees, based out of the Grandview location.

5. Describe your firm's approach to retaining qualified staff, and the experience/tenure of current staff including account representatives. Describe ongoing evaluation processes.

The local Lifetouch team that would service Olathe is based in Grandview, only 20 miles from your schools. Our local team includes 75 local employees, and includes the following key contacts:

- Taylor Boman – Area Sales Manager, 8+ years with Lifetouch.
- Molly Fox – Area Photography & Operations, Manager 19 + years with Lifetouch
- Christian Apodaca - Operations Manager 4 years with Lifetouch
- Jan Graham - Photography Manager 19 years with Lifetouch

Lifetouch utilizes an annual performance review process, which also includes a mid-year review. We also provide annual employee surveys for the teams to give them an opportunity to provide regular feedback. Then the team develops action plans to improve the culture and retain team members.

Lifetouch also has a tiered reward and recognition that recognizes individuals and teams for their contributions and work, both in the form of recognition, but also at some levels through compensation or other rewards.

G. Customer Service: Companies wishing to participate in this RFP must provide a toll-free number for parents to re-order with extended business hours (e.g., outside of the general workday), ask questions, and deal with traditional customer service questions and concerns. The District is proud of our commitment to our schools, parents and students and we expect the same type of commitment and respect to companies doing business with our families and students. Please explain your customer service policy and the hours and days that your company will provide world-class service to our parents and students. Please state if this service is bilingual. Describe your firm’s quality control and exception process. Additionally, the District desires a dedicated customer service representative to work with District staff in the event of issues related to SIS and Yearbook uploads.

Lifetouch will provide a dedicated customer service representative to Olathe. Your primary point of contact is Taylor Boman. Taylor will manage the team and resources needed to successfully service your account, this includes issues related to SIS and Yearbook uploads. Taylor will be your first point of contact with any issues. Our exception process and problem resolution process may vary based on the issue, but our goal is to resolve any issues within 24 hours.

Lifetouch’s support team is ready to assist with any requests or questions regarding your school pictures that you or your families may have. **Our team offers support in English and Spanish.** We offer separate toll-free lines for parents and school administrators to best assist you.

Our Customer Service team is trained to meet the needs of our schools and the families we serve, with a goal of 100% customer satisfaction. Team members receive onboarding training and receive refresher training in “soft skills” and contact control/de-escalation. Lifetouch also offers ongoing training through our Support Readiness team. Training includes Knowledge Base articles and in-person or video training as applicable. Our teams also participate in daily pre-shift huddles which is a time to get late-breaking updates and reminders.

Customer Success Information	
<b>School Customer Service Number</b>	816-300-4022 8:00 AM to 4:30 PM Monday-Friday
<b>Toll-Free Parent Customer Service Number</b>	1-800-736-4753 7:00 AM to 7:00 PM Monday-Friday 8:00 AM to 7:00 PM Saturday
<b>Chat and FAQ</b>	<a href="https://lifetouch.force.com/helpcenter/s/">https://lifetouch.force.com/helpcenter/s/</a>
<b>Yearbook Adviser Support For Advisers</b>	1-800-736-4761 <a href="mailto:yearbookadvisersupport@lifetouch.com">yearbookadvisersupport@lifetouch.com</a>
<b>For Families</b>	1-800-453-9764 <a href="https://contact.lifetouch.com">contact.lifetouch.com</a>

Lifetouch is proud of the quality of our prints and the products we offer families. Lifetouch prints all school portraits on a world-class German-engineered professional photo paper that can resist fading for up to 100 years.

As a part of the Shutterfly family of brands, Lifetouch images are printed in Shutterfly manufacturing facilities across the United States. We are committed to domestic manufacturing with state-of-the-art U.S. production facilities. Our scale allows us to invest in new equipment, test new materials, and continually train our manufacturing operators and leads.

## ACCURATE PACKING AND PRINTING OF CUSTOMER ORDERS:

- Each print has a barcode that is used by the packing equipment to ensure that all the correct prints for a customer are packed into the correct envelope.
- Students are matched to their grade, classroom, teacher, etc., based on your requirements.
- Only one subject image is matched to each name.
- Images are correctly marked as individual or group.
- Images are systematically verified against standard deviations for composition, name/image/grouping associations, and color. When images fall outside acceptable deviations, those images are reviewed by trained operators and adjusted as necessary before images are rendered and released to Manufacturing.

## QUALITY CONTROL:

- Our manufacturing quality team audits outgoing shipments for color, order content, and finishing for each of the products we produce.
- Our quality team conducts audits on all processes including printing, laminating, packing, and shipping to ensure the portrait orders meet the quality requirements.
- The printer operators monitor the quality of the portraits as they are printed on the roll at the press.
- The lamination operator monitors the quality of the lamination as the roll of portraits is laminated.

- H. Sample Flyer or Notice: Provide a sample of the flyer or notice to be sent home to parents announcing the school portraits. Preference may be given to notices that contain the following information: School name, picture dates (including all make-up/retake days), and any recommendations that would result in a better picture of the student. Detailed portrait retake policy, satisfaction guarantees, family purchase plans that are district-wide, and refund policies. Flyers must be bilingual.

A Lifetouch flyer will be provided as a part of our samples. The flyer is bilingual and provides parents with the school name, picture date, ordering information, and package and a la carte options. Lifetouch offers a 100% satisfaction

guarantee. If families are not satisfied, they may return their pictures and we will rephotograph them on Retake Day. If they are still unsatisfied, we will offer a full refund.

- I. Cumulative Record Pictures: The District must have at least 4 photos with adhesive backing, sorted, and labeled by Last Name, First Name, Grade, Teacher, or Homeroom. Lifetouch provides Photo Labels to fulfill this requirement. Photo Labels (4 photos) are individual, adhesive labels featuring the student's school picture with corresponding information labels that contain the student's first name, last name, and school year. These are ideal for labeling student medications, files, classroom cubbies, class projects, and more. You can also customize and print an on-demand version from your Lifetouch Portal.

- J. Certificate of Insurance: As noted in Section 6-10, provide proof of insurance in the minimum amounts requested.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 06/30/2022																																																																																																																																																																																																									
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p> <p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>																																																																																																																																																																																																													
<b>PRODUCER</b> Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA			<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL: ADDRESS:		Holder Identifier :  Certificate No : 570094256180																																																																																																																																																																																																								
<b>INSURED</b> Shutterfly LLC Shutterfly Lifetouch LLC 11000 Viking Drive Eden Prairie MN 55344 USA			<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Zurich Ins Co</td> <td>40142</td> </tr> <tr> <td>INSURER C: Navigators Insurance Co</td> <td>42307</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Zurich Ins Co	40142	INSURER C: Navigators Insurance Co	42307	INSURER D:		INSURER E:		INSURER F:																																																																																																																																																																																											
INSURER(S) AFFORDING COVERAGE	NAIC #																																																																																																																																																																																																												
INSURER A: Zurich American Ins Co	16535																																																																																																																																																																																																												
INSURER B: American Zurich Ins Co	40142																																																																																																																																																																																																												
INSURER C: Navigators Insurance Co	42307																																																																																																																																																																																																												
INSURER D:																																																																																																																																																																																																													
INSURER E:																																																																																																																																																																																																													
INSURER F:																																																																																																																																																																																																													
<p><b>COVERAGES</b>      <b>CERTIFICATE NUMBER:</b> 570094256180      <b>REVISION NUMBER:</b></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      <b>Limits shown as requested</b></p> <table border="1"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDITIONAL INSURED</th> <th>SUBROGATION</th> <th>WAIVER</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th colspan="2">LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR                       GENT'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY    <input type="checkbox"/> PRO-JECT    <input type="checkbox"/> LOC                      OTHER:                 </td> <td></td> <td></td> <td></td> <td>GLO104083807</td> <td>06/30/2022</td> <td>06/30/2023</td> <td>EACH OCCURRENCE</td> <td>\$2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$500,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>MED EXP (Any one person)</td> <td>\$5,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PERSONAL &amp; ADV INJURY</td> <td>\$2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE</td> <td>\$4,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS - COMP/OP AGG</td> <td>\$4,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>SIR/Deductible</td> <td>\$250,000</td> </tr> <tr> <td>A</td> <td>                     AUTOMOBILE LIABILITY   <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY    <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> HIRED AUTOS ONLY    <input type="checkbox"/> NON-OWNED AUTOS ONLY                 </td> <td></td> <td></td> <td></td> <td>BAP 1040839 07</td> <td>06/30/2022</td> <td>06/30/2023</td> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per person)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per accident)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PROPERTY DAMAGE (Per accident)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Deductible</td> <td>\$500,000</td> </tr> <tr> <td>C</td> <td> <input checked="" type="checkbox"/> UMBRELLA LIAB    <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> EXCESS LIAB    <input type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> DED    RETENTION \$25,000                 </td> <td></td> <td></td> <td></td> <td>CH22UMR2026NVIV</td> <td>06/30/2022</td> <td>06/30/2023</td> <td>EACH OCCURRENCE</td> <td>\$10,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>AGGREGATE</td> <td>\$10,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Products/Completed O</td> <td>\$10,000,000</td> </tr> <tr> <td>B</td> <td>                     WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                      ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                      If yes, describe under DESCRIPTION OF OPERATIONS below                 </td> <td>Y/N</td> <td></td> <td></td> <td>WC104083607</td> <td>06/30/2022</td> <td>06/30/2023</td> <td><input checked="" type="checkbox"/> PER STATUTE    <input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>A</td> <td></td> <td>N/A</td> <td></td> <td></td> <td>WC104083707</td> <td>06/30/2022</td> <td>06/30/2023</td> <td>E.L. EACH ACCIDENT</td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>E.L. DISEASE-EA EMPLOYEE</td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>E.L. DISEASE-POLICY LIMIT</td> <td>\$1,000,000</td> </tr> </tbody> </table> <p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p>						INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WAIVER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENT'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				GLO104083807	06/30/2022	06/30/2023	EACH OCCURRENCE	\$2,000,000									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000									MED EXP (Any one person)	\$5,000									PERSONAL & ADV INJURY	\$2,000,000									GENERAL AGGREGATE	\$4,000,000									PRODUCTS - COMP/OP AGG	\$4,000,000									SIR/Deductible	\$250,000	A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				BAP 1040839 07	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000									BODILY INJURY (Per person)										BODILY INJURY (Per accident)										PROPERTY DAMAGE (Per accident)										Deductible	\$500,000	C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED    RETENTION \$25,000				CH22UMR2026NVIV	06/30/2022	06/30/2023	EACH OCCURRENCE	\$10,000,000									AGGREGATE	\$10,000,000									Products/Completed O	\$10,000,000	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			WC104083607	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		A		N/A			WC104083707	06/30/2022	06/30/2023	E.L. EACH ACCIDENT	\$1,000,000									E.L. DISEASE-EA EMPLOYEE	\$1,000,000									E.L. DISEASE-POLICY LIMIT	\$1,000,000
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WAIVER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																																																																																																																																																																																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENT'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				GLO104083807	06/30/2022	06/30/2023	EACH OCCURRENCE	\$2,000,000																																																																																																																																																																																																				
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000																																																																																																																																																																																																				
								MED EXP (Any one person)	\$5,000																																																																																																																																																																																																				
								PERSONAL & ADV INJURY	\$2,000,000																																																																																																																																																																																																				
								GENERAL AGGREGATE	\$4,000,000																																																																																																																																																																																																				
								PRODUCTS - COMP/OP AGG	\$4,000,000																																																																																																																																																																																																				
								SIR/Deductible	\$250,000																																																																																																																																																																																																				
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				BAP 1040839 07	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																																																																																																																																																																																																				
								BODILY INJURY (Per person)																																																																																																																																																																																																					
								BODILY INJURY (Per accident)																																																																																																																																																																																																					
								PROPERTY DAMAGE (Per accident)																																																																																																																																																																																																					
								Deductible	\$500,000																																																																																																																																																																																																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED    RETENTION \$25,000				CH22UMR2026NVIV	06/30/2022	06/30/2023	EACH OCCURRENCE	\$10,000,000																																																																																																																																																																																																				
								AGGREGATE	\$10,000,000																																																																																																																																																																																																				
								Products/Completed O	\$10,000,000																																																																																																																																																																																																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			WC104083607	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																																																																																																																																																																																																					
A		N/A			WC104083707	06/30/2022	06/30/2023	E.L. EACH ACCIDENT	\$1,000,000																																																																																																																																																																																																				
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000																																																																																																																																																																																																				
								E.L. DISEASE-POLICY LIMIT	\$1,000,000																																																																																																																																																																																																				
<b>CERTIFICATE HOLDER</b> Shutterfly, LLC Shutterfly Lifetouch, LLC 11000 Viking Drive Eden Prairie MN 55344 USA			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>																																																																																																																																																																																																										

## ATTACHMENT A: REFERENCE FORM

References Section: Proposer shall provide a minimum of three (3) references including contact names, addresses, and phone numbers for whom Proposer is providing or has provided similar services to similar-sized school districts.

### Attachment A

### REFERENCE FORM

### PORTRAIT SERVICES

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

- |   |                  |   |
|---|------------------|---|
| 1 | School District  | Schaumburg CCSD 54  |
|   | School Name      | _____   |
|   | Address          | 524 E. Schaumburg Rd Schaumburg, IL 60194                           |
|   | Telephone #      | 847-357-5000  |
|   | Point of Contact | Debbie Budz, Dir. Of Purchasing<br>(deborahbudz@sd54.k12.il.us)     |
|   | Quantities       | 28 schools and 14,211 enrollment                                    |
| 2 | School District  | Virginia Beach Public Schools                                       |
|   | School Name      | _____   |
|   | Address          | 2512 George Mason Dr Virginia Beach, VA 23456                       |
|   | Telephone #      | 757-263-1000  |
|   | Point of Contact | Carla Smith, Director of Procurement<br>(carla.smith@vbschools.com) |
|   | Quantities       | 87 schools and 74,204 enrollment                                    |
| 3 | School District  | Cranston Public School District                                     |
|   | School Name      | _____   |
|   | Address          | 845 Park Ave, Cranston, RI 02910                                    |
|   | Telephone #      | 401-270-8198  |
|   | Point of Contact | Joseph Balducci, CFO & RIASBO Director (jbalducci@cpsed.net)        |
|   | Quantities       | 24 schools and 10,190 enrollment                                    |

State of Kansas  
Department of Administration  
DA-146a (Rev. 07-19)

## CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 9 day of May, 2023.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## ATTACHMENT B: (EXHIBITS A-I)

### EXHIBIT A QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?  
Yes  No
2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?  
Yes  \*No   
(\*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)
3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?  
Yes  \*No   
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?  
Yes  No
5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?  
Yes  No
6. Does your company have the ability to provide electronic and ecommerce ordering and billing?  
Yes  No
7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?  
Yes  No
8. Check which applies for your company sales last year in the United States:  
 Sales between \$0 - \$25 Million  
 Sales greater than \$25 Million to \$50 Million  
 Sales greater than \$50 Million to \$100 Million  
 Sales greater than \$100 Million

Submitted by:

Derrick Gordon  
(Printed Name)  
  
(Signature)

VP Host  
(Title)  
5-9-23  
(Date)



## EXHIBIT B SUPPLIER RESPONSE

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMt.

### A. National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.  
Lifetouch will provide Partnership with GovMVMt as outlined in section 1. We will provide partnership according to the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing)

### B. Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.  
Lifetouch is trusted nationally by schools across the United States to deliver a convenient and easy photography program. We've been in business for over 85 years and photograph over 30 million students annually.  
Founded in 1936, Lifetouch began when two photographers brought their photography services to rural one-room schoolhouses. Over the years our services have expanded to preschools, sports, yearbooks, and serving customers in JCPenney Studios, however our commitment to delivering innovation and quality to the tradition of "Picture Day" has not wavered.
2. Provide the total number and location of salespersons employed by your company in the United States.  
  
See below.

## EXHIBIT B SUPPLIER RESPONSE

Work State	Sales Employees
Alabama	5
Alaska	3
Arizona	9
Arkansas	6
California	42
Colorado	6
Connecticut	12
Delaware	2
District of Columbia	1
Florida	16
Georgia	9
Hawaii	2
Idaho	2
Illinois	11
Indiana	11
Iowa	4
Kansas	3
Kentucky	6
Louisiana	4
Maine	3
Maryland	11
Massachusetts	5
Michigan	17
Minnesota	12
Mississippi	1
Missouri	6
Montana	3
Nebraska	3
Nevada	3
New Hampshire	3
New Jersey	14
New Mexico	2
New York	20
North Carolina	18
North Dakota	1
Ohio	21
Oklahoma	4
Oregon	3
Pennsylvania	17
Rhode Island	6
South Carolina	5
South Dakota	3
Tennessee	9
Texas	39
Utah	4
Vermont	2
Virginia	13
Washington	7
West Virginia	2
Wisconsin	7
Wyoming	1
<b>Grand Total</b>	<b>419</b>

## EXHIBIT B SUPPLIER RESPONSE

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

There are 3 sales components of our field sales team. The National Sales Executives (NSE) are assigned accounts across multiple states and work primarily with our National Education Partnerships and districts with an enrollment greater than 3000 students. Business Development Representatives (BDR) cover schools within a smaller geographic area and are assigned work with districts up to 3000 students enrolled and top priority school level accounts. Service Account Executives (SAE) work with current accounts and select individual school houses in assigned areas

Our National Sales Executives, using relationships from our National Partners, will be a primary driver of the GovMVMT strategy and will provide prospecting, research meetings, and fulfillment of needs with public school agencies.

The BDR team will also utilize this partnership to further discussion toward more district level involvement instead of schoolhouse decisions where appropriate.

The SAE will provide ongoing account level support to insure smooth coordination of service elements.

Future leaning tactics will include, informational webinars, participation in conferences, direct prospecting (electronic, phone, social), and on-site visits.

4. Provide the number and location of support centers.  
In addition to our corporate headquarters in Minnesota and call center in Ohio. Additionally, here are our local account sales & operations locations:

## EXHIBIT B SUPPLIER RESPONSE

City	State	City	State
ANCHORAGE	AK	MORRISVILLE	NC
HUNTSVILLE	AL	KERNERSVILLE	NC
PRATTVILLE	AL	ARDEN	NC
TUSCALOOSA	AL	INDIAN TRAIL	NC
LITTLE ROCK	AR	GRETNA	NE
ROGERS	AR	WAYNE	NJ
GLENDALE	AZ	MANASQUAN	NJ
HAYWARD	CA	PHILLIPSBURG	NJ
CITRUS HEIGHTS	CA	RENO	NV
ELK GROVE	CA	LAS VEGAS	NV
TURLOCK	CA	FARMINGDALE	NY
HAYWARD	CA	WILLIAMSVILLE	NY
ONTARIO	CA	GLENMONT	NY
SAN DIEGO	CA	ROCHESTER	NY
PAM DESERT	CA	VESTAL	NY
VENTURA	CA	CICERO	NY
VICTORVILLE	CA	WEST CHESTER	OH
BALDWIN PARK	CA	BELLEVUE	OH
ANAHEIM	CA	NORWALK	OH
CARSON	CA	WESTLAKE	OH
BAKERSFIELD	CA	PERRYSBURG	OH
WESTMINSTER	CO	CLEVELAND	OH
COLORADO SPRINGS	CO	MOORE	OK
WOODBIDGE	CT	BEAVERTON	OR
TAMPA	FL	ERIE	PA
FT MYERS	FL	HARRISBURG	PA
ORLANDO	FL	BUTLER	PA
WEST PALM BEACH	FL	BENSALEM	PA
NORCROSS	GA	CRANSTON	RI
MARIETTA	GA	SUMMERVILLE	SC
WAIPAHU	HI	COLUMBIA	SC
URBAN DALE	IA	POWELL	TN
BETTENDORF	IA	CHATTANOOGA	TN
ELMHURST	IL	FRANKLIN	TN
SPRINGFIELD	IL	HOUSTON	TX
INDIANAPOLIS	IN	HOUSTON	TX
WICHITA	KS	CEDAR PARK	TX
CRESTVIEW HILLS	KY	SAN ANTONIO	TX
WOBURN	MA	EL PASO	TX
HANOVER	MD	FARMERS BRANCH	TX
SALISBURY	MD	LEWISVILLE	TX
GARDINER	ME	MESQUITE	TX
OKEMOS	MI	PLANO	TX
FERNDALE	MI	LUBBOCK	TX
NOVI	MI	TYLER	TX
SHELBY TOWNSHIP	MI	SANDY	UT
ROCHESTER	MI	CEDAR CITY	UT
ROYAL OAK	MI	ROANOKE	VA
MAPLE GROVE	MN	CHESAPEAKE	VA
GRAND RAPIDS	MN	HERNDON	VA
FAIRBAULT	MN	MADISON	WI
GRANDVIEW	MO	WAUKESHA	WI
BRIDGETON	MO	CROSS LANES	WV
BILLINGS	MT		
LOLO	MT		

## EXHIBIT B SUPPLIER RESPONSE

5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:

As a privately held limited liability company, Shutterfly does not release detailed financial information about itself or its subsidiaries. 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. Lifetouch 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 the school district.

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__, 20__, AND 20__</b>			
<b>SEGMENT</b>	<b>20__ SALES</b>	<b>20__ SALES</b>	<b>20__ SALES</b>
Cities	N/A	N/A	N/A
Counties	N/A	N/A	N/A
K-12 (Public/Private)	>100 million		
Higher Education (Public/Private)			
States	N/A	N/A	N/A
Other Public Sector and Nonprofits	N/A	N/A	N/A
Federal	N/A	N/A	N/A
Private Sector	N/A	N/A	N/A
<i>Total Supplier Sales</i>			

6. For the **proposed products and services included in the scope of your response**, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

Please see above, as a privately held limited liability company, Shutterfly does not release detailed financial information about itself or its subsidiaries.

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__, 20__, AND 20__</b>			
<b>SEGMENT</b>	<b>20__ SALES</b>	<b>20__ SALES</b>	<b>20__ SALES</b>
Cities			
Counties			
K-12 (Public/Private)	>100 million		
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

7. Provide a list of your company's ten largest public agency customers, including contact information

## EXHIBIT B SUPPLIER RESPONSE

Public Agency	City	State
Montgomery Co Public Schools	Rockville	MD
Anne Arundel Co School Dist	Annapolis	MD
Cypress-Fairbanks ISD	Houston	TX
Virginia Beach City Public School District	Virginia Beach	VA
Wake Co School District	Raleigh	NC
Frederick Co School District	Frederick	MD
San Francisco Unified Sch Dist	San Francisco	CA
San Diego Unified School Dist	San Diego	CA
Loudoun Co Public School Dist	Ashburn	VA
Williamson Co School District	Franklin	TN

**8. Describe any green or environmental initiatives or policies**

The Sustainable Green Printing Partnership (SGP), the leading authority in sustainable printing certifications, announced today the certification of all four Shutterfly manufacturing facilities. Shutterfly in Ft. Mill, SC, was the first to obtain certification in late 2020. Since then, the remaining locations in Plano, TX, Shakopee, MN, and Tempe, AZ achieved certified SGP Facility status. Lifetouch is committed to reducing our impact on the environment. Initiatives include:

Recycling:

- Waste and by-products created in the manufacturing process
- Obsolete computers and electronics recycled at certified recycling centers
- We take efforts to minimize our waste by recycling most bi-products created in our manufacturing processes including ink cartridges and printing consumables, paper, cardboard, and more. There is also a program for recycling and repurposing electronics at certified recycling centers.

Our yearbooks are printed using equipment that achieves top-tier energy efficiencies, utilizes inks that eliminate emissions, and reduces excess waste from things like dies and printing plates. Our Hardcover boards are made from 90% recycled content. Our Text papers are 10% recovered fiber

**9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.**

Supporting a diverse and inclusive workforce is important to us not only because it directly reflects our value of Embracing our Differences, but also because it's the right thing to do for our business and for our people. At Shutterfly, we know that different lived experiences, different perspectives, and the safety to bring your whole self to work not only creates a better environment but drive better results. Our DEI goals included increased diversity in talent acquisition, retention, and growth in internal and external programs.

**10. Indicate if Supplier holds any of the below certifications in any classified areas and include**

## EXHIBIT B SUPPLIER RESPONSE

proof of such certification in your response:

- a. Minority Women Business Enterprise (MBE or WBE)  
Yes \_\_\_ No X
- b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)  
Yes \_\_\_ No X
- c. Historically Underutilized Business (HUB)  
Yes \_\_\_ No X
- d. Historically Underutilized Business Zone Enterprise (HUBZone)  
Yes \_\_\_ No X
- e. Veteran Business Enterprise (VBE)  
Yes \_\_\_ No X
- f. Service-Disabled Veteran's Business Enterprise (SDVBE)  
Yes \_\_\_ No X

If you responded yes to any designations in a-f, please list certifying agency(ies):

---

11. Please describe any Affirmative Action Policy your company has in place.  
Lifetouch will comply with all applicable local, state and federal laws. We have completed the Affirmative Action Affidavit, Exhibit H.

### C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

#### Photography Order Process

Time Frame	Usage
2-3 Weeks before Picture Day	Data is provided by either the school district to Lifetouch through our secure online portal. Student name, homeroom, student ID number, grade, and teacher information is collected and inputted to the Lifetouch Photography system to be used on Fall Photo Day to identify each student as they come up to the camera
2-3 Weeks before Picture Day	Lifetouch Account Specialist will confirm the school's fall photo day and send any requested marketing materials to the school to assist in communicating to the community on when photo day will commence. At this time if the school has chosen to use the prepaid method, the order form will be sent to the School for students to take home
On Picture Day	When the student comes to the camera, the Photographer verifies the first and last name of the student and or staff member and marries the photos to the data provided by the school/board through the portal. At this time, if the school has chosen to use the "Prepaid" method, the photographer will collect the

## EXHIBIT B SUPPLIER RESPONSE

Time Frame	Usage
	student's order and payment and securely transfer it to the Photo Manager on site.
On Picture Day	At the end of picture day, the Photography team securely transfers encrypted images and order data over the Lifetouch cloud to the Lifetouch Production Lab.
2-7 Days after Picture Day	Lifetouch Production Lab produces products and services that contain subject images and name data through automated and secure production systems. The lab packages and ships the ordered products and services to the school and is sorted by homeroom. Shipments are tracked.
2 weeks after Picture day and up to 12 Months after Picture Day	School and customer inquiries and orders are handled by Lifetouch using secure systems, which may require access to subject data and images. Order, reorders and remakes are produced via the Lifetouch Production Lab.
2 weeks after Picture Day and Up to 9 months after Picture Day	When the subject receives their proofs or their "Prepaid" package, they receive unique access credentials generated by Lifetouch systems to place orders on our website mylifetouch.com. When the subject or their parent enters their unique access credentials upon entry of mylifetouch.com, they will then be able to see their images and create portrait or product orders off of those images.

### Yearbook Order Process

Time Frame	Usage
Month of September	Agreement details are confirmed with the school, the yearbook website is initialized, and authorized users are invited via email by the yearbook advisor. The yearbook adviser is also able to invite other users in the school to work on the yearbook. The yearbook adviser can restrict specific page access when they invite additional users.
N/A	Optional website tutorial offered by Lifetouch Yearbook Specialist on page organization, layout designs, candid image uploading, theme decision, cover design or predesigned choice determined
N/A	Order supporting complimentary marketing materials from Lifetouch to promote school's Yearbook sales. Setup school's yearbook selling method of choice
2 Weeks after Retake Day	Portraits from the Fall Picture Day is securely uploaded to the Lifetouch Yearbook website application hosted from Lifetouch's data center. Yearbook Team/Class starts Portrait flow process where they drag and drop for automatic student portrait and name flowing onto pages
2 Weeks after Retake Day up until Yearbook Deadline	School's yearbook adviser is able to edit subject data and add additional images and content to the Lifetouch Yearbook website (builds their yearbook)
Yearbook submission deadline	Once the book is completed being designd, the advisor submits all pages and the final order quantity



## EXHIBIT B SUPPLIER RESPONSE

Time Frame	Usage
After School Yearbook Adviser Submits Yearbook	Once the School's Yearbook submission is completed, the Lifetouch Centre of Excellence reviews each page as part of our proofing process. If any errors or concerns are found, the school is given the opportunity to unsubmit their submission and make the appropriate corrections
After School Yearbook Adviser Submits Yearbook	Lifetouch Production Lab produces the yearbooks and ships them to the school when completed. Shipments are tracked.
5-7 Weeks after submission	Yearbooks arrive at school for distribution, the school tracks sales through the most recent order list on selling method of choice

- 2. In what formats do you accept orders (telephone, ecommerce, etc.)?**  
We accept orders through multiple channels. They fall into 3 categories Online (ecommerce), Flier Envelope, and through our customer service (phone, chat, online support).
- 3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.**  
Lifetouch provides both school photography and yearbook services. As a part of these services, we offer ordering through mylifetouch.com and ybpay.lifetouch.com, respectively. With both systems, consumers will have a unique ID to order their products. This will then provide our sales and operations teams with information to begin internal processes to fulfill orders. Depending on the arrangement with each school or district we offer both delivery to schools and a ship-to-home option. With the ship-to-home option, packages are delivered directly to families via UPS.
- 4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.**  
Lifetouch standard terms are net 90 days.
- 5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.**  
Lifetouch consumers are generally individual families/parents. They can pay by major credit card, check, or cash. Our yearbook program does include payments by schools/districts and procurement cards are acceptable. Every year, a third-party auditor certifies that Lifetouch meets or exceeds 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.
- 6. Describe how your company proposes to distribute the Products and Services nationwide.**  
Orders are placed electronically at the unique lifetouch.com website (i.e. mylifetouch.com, etc.). Depending on location of the school/district products are then produced at one of our facilities throughout the United States (or for Canadian customers, in Winnipeg). Orders are either delivered to schools directly, by a Lifetouch representative or through our Ship-to-Home program. With our Ship-To-Home program,
- 7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.**

## EXHIBIT B SUPPLIER RESPONSE

Lifetouch is a subsidiary of Shutterfly. We are vertically integrated from Image capture through processing perspective. We utilize a combination of shipping partners to optimize cost including, USPS, Fed-Ex, UPS.

8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Customers will see pricing in alignment with the best prices offered in this proposal. Once agreement is finalized, sales representatives will tag the account in Sales Force as a GovMVM account and will receive the master agreement pricing. This will also allow us to track and allow reporting of all participating public agencies.

9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.

Lifetouch has 4 Production Facilities, Shakopee, MN; Ft. Mill, SC; Plano TX; Tempe, AZ, Our company headquarters include Shutterfly, based in Redwood City, CA and Lifetouch, based in Eden Prairie, MN. We also have a call center in Gallion, OH.

10. Describe your ability to provide customized reports (i.e., commodity histories, purchase histories by department, etc.) for each Participating Public Agency.

Example:

Lifetouch generally provides total sales revenue by district or school, which can be broken down by a designated time-frame, including monthly, quarterly, or annually. Lifetouch can provide additional information, including sales revenue by program.

11. Describe your company's ecommerce capabilities:

- a. Include details about your company's ability to create punch out sites and accept orders electronically.

Lifetouch customers that order products as a part of our school photography services can order through mylifetouch.com. 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.

About Yearbook Order Process:

Lifetouch has internally developed some tools and resources to assist the school in the sale of their Yearbook. One of those is ybpay.lifetouch.com where customers use their school's unique ID to order their school's yearbook and can retrieve previous year order history. Should the school also collect cash or check orders, the Yearbook Adviser can enter those into our Website to make consolidated order tracking so much easier.

Lifetouch provides other materials to help the school drive sales of the Yearbook, including printed promotional flyers and digital-version flyers – both of which include the school's unique ordering ID for seamless online ordering.

## EXHIBIT B SUPPLIER RESPONSE

When the Yearbook Adviser has finished building the book and submits it to Lifetouch for printing, all orders are then produced and shipped to the school in bulk for distribution to students. A final invoice is sent to the school only at the conclusion of the Yearbook project.

- b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.  
Upon award of business, Lifetouch would work with a Public Agency's ERP/purchasing system, if applicable. Because most of our business is purchased through end-consumers (families purchasing pictures), this may not be applicable.

### D. Sales and Marketing

1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
  - a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to-market strategy within the first 10 days.
  - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMT team within the first 90 days.
2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:
  - a. Creation and distribution of a co-branded press release to trade publications.
  - b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
  - c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
  - d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
  - e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.  
We currently have advertising benefits to our partnership with AASA, NAESP, NASSP, and ASBO Int'l. We plan to utilize these avenues to market our offerings.

## EXHIBIT B SUPPLIER RESPONSE

- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
- GovMVMT Partners standard logo;
  - Copy of original Request for Proposal, including all addenda;
  - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
  - Marketing Materials;
  - Electronic link to GovMVMT website including the online registration page;
  - A dedicated toll-free number and email address for GovMVMT.



3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Existing contracts with Public Agencies will be evaluated and categorized as one of the following:

- Existing Cooperative Agreement
- Agreement Term Ending within 12 months
- Multiple Year Contract

The National Sales Executives will position the Master Agreement during our annual review sessions with each account.

Lifetouch has current cooperative contracts with TIPS and NCPA (now Omnia). Existing customers will be presented with the opportunity to review and either accept the Master Agreement or remain in their current solution.

4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well.

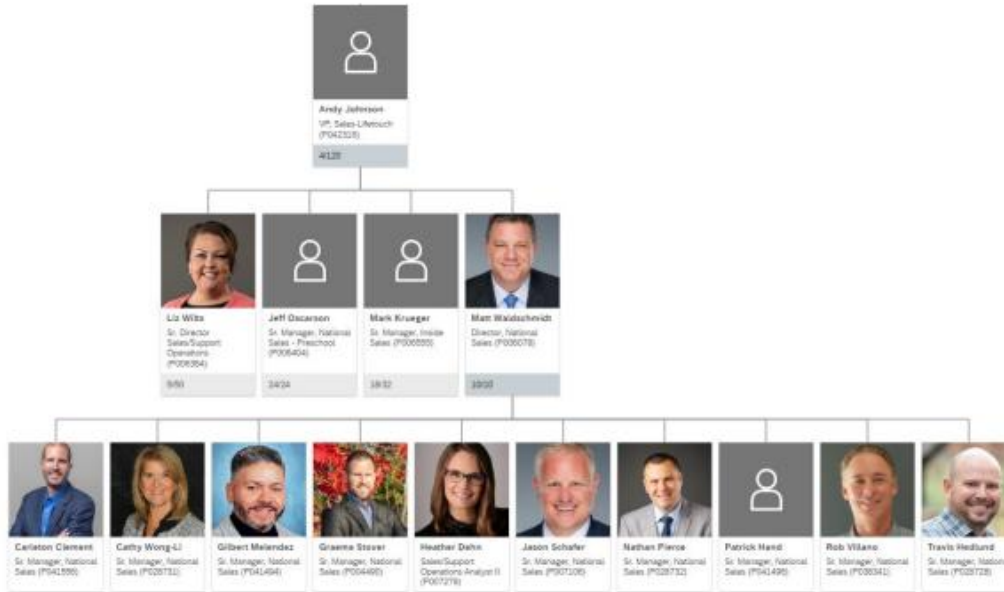
## EXHIBIT B SUPPLIER RESPONSE

Lifetouch will provide use of our logo under express use of our branding guidelines. Lifetouch must approve any use of their logo prior to electronic or print use.

5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate: Lifetouch agrees to be proactive in direct sales to Public Agencies and GovMVMT leads. All sales materials for this purpose will use the GovMVMT logo.
  - a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
  - b. Pricing Equal to or better than Supplier's Best available government pricing
  - c. No cost to participate
  - d. Non-exclusive
6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include: Agreed
  - a. Key features of Master Agreement
  - b. Working knowledge of the solicitation process
  - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMT
  - d. Knowledge of benefits of the use of cooperative contracts
7. Provide the name, title, email and phone number for the person(s) who will be responsible for:
  - a. Executive Support  
Matthew Waldschmidt- National Sales Director  
[matt.waldschmidt@shutterfly.com](mailto:matt.waldschmidt@shutterfly.com)  
815-721-3931
  - b. Sales  
Jason Schafer- National Sales Executive  
[Jason.schafer@shutterfly.com](mailto:Jason.schafer@shutterfly.com)  
919-818-0381
  - c. Sales Support/Marketing  
Alyssa Sigafus  
[Alyssa.sigafus@shutterfly.com](mailto:Alyssa.sigafus@shutterfly.com)
  - d. Financial Reporting  
Lynne Martinson  
[Lynne.Martinson@shutterfly.com](mailto:Lynne.Martinson@shutterfly.com)
  - e. Accounts Payable
  - f. Contracts

## EXHIBIT B SUPPLIER RESPONSE

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.



9. Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.

The Lifetouch National Sales Team will identify target Public Agencies and coordinate virtual or in person meetings including GovMVMT where appropriate. Members of our team will also attend many national conferences and co-promote the Master Agreement. We will also have a single POC for GovMVMT leads to distribute to our team members.

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Lifetouch will Provide a single POC to coordinate ongoing marketing and sales efforts. Timely account set up and ongoing administration efforts align with current practices we have in place. To evaluate success of the master agreement, we recommend quarterly reviews.

11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.

## EXHIBIT B SUPPLIER RESPONSE

- a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
- b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
- c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).
- d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Lifetouch may incorporate elements of all for of these scenarios depending on the situation. If a Public Agency would like to be part of the Master Agreement, Lifetouch would move forward, notify GovMVMT, and report revenue on future reports.

12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

\$    1,000,000.00 in year one  
\$    3,000,000.00 in year two  
\$    5,000,000.00 in year three

### E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

Included in Proposal Response:

Incentive Document

All GovMVMT schools will Receive

Commission Breakdown/Qualifier

Exclusive Award Breakdown

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) GovMVT Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

- 5.7 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVT's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI MISCELLANEOUS

- 6.1 Entire Agreement. 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.
- 6.2 Assignment.
- (a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVT, and any assignment without such consent shall be void.
  - (b) GovMVT. This Agreement and any rights or obligations hereunder may be assigned by GovMVT in GovMVT's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVT's obligations hereunder.
- 6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. GovMVT may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

GovMVT:	GovMVT 7629 NW 143 <sup>rd</sup> St Alachua, FL 32615 Attn: Program Manager Administration
---------	---

Supplier:	Shutterfly Lifetouch, LLC
-----------	---------------------------



Attachment D  
EXHIBIT C

11000 Viking Drive  
Eden Prairie, MN 55344  
Attn: GovMVMT Program Manager

- 6.4 **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 6.5 **Waiver.** Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- 6.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.7 **Modifications.** This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.8 **Governing Law, Arbitration.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.
- 6.9 **Attorney's Fees.** If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 6.10 **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon GovMVMT, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

Attachment D  
**EXHIBIT C**

IN WITNESS WHEREOF, GovMVMT has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

GovMVMT:

GovMVMT PURCHASING COOPERATIVE

By \_\_\_\_\_

Name: David Kidd

Title: Program Manager

Supplier:

SHUTTERFLY LIFETOUCH, LLC  
(Insert Supplier Name)

By 

Name: Derrick Gorden

Title: VP, Host Field

## EXHIBIT E LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Shutterfly Lifetouch, LLC has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
*Authorized Signature, Lead Public Agency*

\_\_\_\_\_  
Derrick Gorden  
*(Printed Name)*

\_\_\_\_\_  
Vice President, Host Field  
*(Title)*

\_\_\_\_\_  
5-4-23  
*(Date)*

## F – 1 (Debarment and Suspension) FEDERAL CONTRACT TERMS AND CONDITIONS

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
  - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration;
  - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. *The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*
4. *This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.*

**Printed Name of Representative:** Derrick Gorden

**Signature/Date:**  15/9/2023

**Company Name:** Shutterfly Lifetouch, LLC

**Address:** 11000 Viking Drive

**City/State/Zip:** Eden Prairie, MN 55344

ALLEGHENY D

## EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Representative: Derrick Gorden

Signature/Date:  5/9/2023

Company Name: Shutterfly Lifetouch, LLC

Address: 11000 Viking Drive

City/State/Zip: Eden Prairie, MN 55344

DUNS No: \_\_\_\_\_

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Supplier agrees to execute work in compliance with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

### Definitions

**Federal Emergency Management Agency (FEMA):** FEMA's statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

## EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

The Contractor, Shutterfly Lifetouch, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Derrick Gorden, VP, Host Field  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

5-9-23  
\_\_\_\_\_  
Date

### 11. Procurement of Recovered Materials

**Applicability:** This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### 12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

**Applicability:** This provision is required for all awards/purchases issued on or after November 12, 2020.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions.*

**EXHIBIT G  
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)  
RECOMMENDED CONTRACT PROVISIONS**

copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

**Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Company Name: Shutterfly Lifetouch, LLC

Address, City, State, Zip Code: 11000 Viking Drive, Eden Prairie, MN 55344

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Printed Name of Authorized Signer: Derrick Gordon

Email address of Authorized Signer: \_\_\_\_\_

Signature of Authorized Signer: 

Date: 5-9-03

**EXHIBIT H  
ATTACHMENT 1**

**OWNERSHIP DISCLOSURE FORM  
(N.J.S.A. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, c.440, the Supplier shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Shutterfly Lifetouch, LLC

Address: 11000 Viking Drive, Eden Prairie, MN 55344

1. The Company is a **Sole Proprietor**; and therefore, no disclosure is necessary. Yes  No   
 A sole proprietor is a person who owns an unincorporated business by him/herself. A limited liability company with a single member is not a Sole Proprietor.
2. The Company is a **Corporation, Partnership, or Limited Liability Company**. Yes  No

If you answered **YES** to Question 2, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

**If there are no stockholders, partners or members owning 10% or more interest, indicate "none".**

Name	Address	Interest
Shutterfly, LLC	10 Almaden Blvd, San Jose, CA 95113	100%

3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? Yes  No

**If there are no stockholders, partners or members owning 10% or more interest, indicate "none".**

Name	Address	Interest



Attachment D

**EXHIBIT H  
ATTACHMENT 1**

Shutterfly, LLC 10 Almaden Blvd, San Jose CA 95113 100070  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

Name: Derrick Gordon  
Title: VP Host  
Signature: *Derrick Gordon*  
Date: 5-9-23

**EXHIBIT H  
ATTACHMENT 2**

**NON-COLLUSION AFFIDAVIT  
N.J.S.A. 52:34-15**

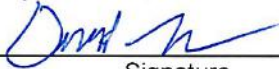
State of MN  
County of Hennepin

ss:

I, Derrick Gorden working at Shutterfly Lifetouch, LLC 11000 Viking Drive, Eden Prairie, MN 55344 in the County of Hennepin and State of Minnesota of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Field Host of the firm of Shutterfly Lifetouch, LLC, the bidder making this Proposal for the bid entitled Request for Proposals, and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Shutterfly Lifetouch, LLC relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

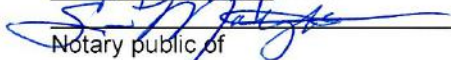
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Shutterfly Lifetouch, LLC.

  
\_\_\_\_\_  
Signature  
Derrick Gorden  
\_\_\_\_\_  
(Type or print name of affiant under signature)

Subscribed and sworn to

before me this day

9<sup>th</sup> day of May, 2023

  
\_\_\_\_\_  
Notary public of

My Commission expires 1-31-25

(Seal)



## EXHIBIT H ATTACHMENT 3

### AFFIRMATIVE ACTION AFFIDAVIT P.L. 1975, c.127

Company Name: Shutterfly Lifetouch, LLC

Address: 11000 Viking Drive, Eden Prairie, MN 55344

**Proposal Certification:** Indicate below your company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Documentation:**

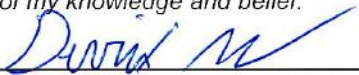
The Supplier shall submit with its proposal, ONE of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

**Public Work – Project Cost over \$50,000:**

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

*I further certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

  
\_\_\_\_\_  
Authorized Signature

Derrick Gorden  
Printed Name

Vice President, Host Field  
Title

5-9-23  
Date

## EXHIBIT H ATTACHMENT 3

to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



\_\_\_\_\_  
*Signature of Procurement Agent*

**EXHIBIT H  
ATTACHMENT 4**

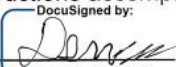
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM  
Required Pursuant to N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Shutterfly Lifetouch, LLC		
Address:	11000 Viking Drive		
City:	Eden Prairie	State: MN	Zip: 55344

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

<small>DocuSigned by:</small> 	Derrick Gorden	VP Host
Signature	Printed Name	Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
	NOT APPLICABLE		

Check here if the information is continued on subsequent page(s)

## EXHIBIT H ATTACHMENT 5

### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Shutterfly Lifetouch, LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.  
Use more space as necessary.

Stockholders:

Name: Shutterfly, LLC _____	Name: _____
Address: <u>10 Almaden Blvd, San Jose, CA 95113</u>	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Subscribed and sworn before me this 9<sup>th</sup> day of May, 2023.

(Notary Public)

My Commission expires: 1-31-25

\_\_\_\_\_  
 (Affiant)  
Derrick Gordon VP Host  
 (Print name & title of affiant)

(Corporate Seal)

