

COUNTY OF HENRICO DEPARTMENT OF FINANCE PURCHASING DIVISION CONTRACT EXTRACT NOTICE OF AWARD/RENEWAL

DATE:	July 15, 2023
CONTRACT COMMODITY/SERVICE:	Library Materials and Services for Henrico Public
(include contracting entity if cooperative)	Schools
CONTRACT NUMBER:	2500A
COMMODITY CODE:	715.10
CONTRACT PERIOD:	July 13, 2023 through June 30,2024
RENEWAL OPTIONS:	Four (4) one-year renewals through 2028
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3650
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Follett Content Solutions, Inc.
Address:	1340 Ridgeview Drive
City, State:	McHenry, IL 60050
Contact Name:	Christopher Hutto
Phone Number:	804-912-7429
Email address:	chutto@follettlearning.com
ORACLE SUPPLIER NUMBER:	466010
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Assistant Division Director
Phone:	804-501-5637
Email:	Fal51@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA County of Henrico

Non-Professional Services Contract Contract No. 2500A

This Non-Professional Services Contract (this "Contract") entered into this <u>12</u> day of July 2023, by Follett Content Solutions, LLC (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 23-2500-2EMF, dated March 15, 2023 modified by Addendum 1 dated March 30, 2023 and Addendum 2 dated April 5, 2023 (the "Request for Proposals"), for Library Materials and Services for Henrico Public Schools.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit D.

CONTRACT TERM: The Contract term shall be upon execution of this contract through June 30, 2024. HCPS may renew the Contract for up to four (4) one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

- 1. This Non-Professional Services Contract between HCPS and Contractor;
- 2. License Agreement Addendum (Exhibit A);
- 3. Follett's Terms of Use last updated August 29, 2022 (Exhibit B);
- 4. The Negotiated Modifications (Exhibit C);
- 5. The General Contract Terms and Conditions included in the Request for Proposals
- 6. Contractor's "Questions for Clarification" and Best and Final Offer (Exhibit D);
- 7. Contractor's Original Proposal dated April 13, 2023 (Exhibit E); and
- 8. The Scope of Services included in the Request for Proposals.

QUOTES: Any quotes issued by Contractor pursuant to this Contract shall incorporate the Contract Documents. If there is any conflict between a quote and the Contract Documents, the Contract Documents shall prevail and supersede any inconsistent terms.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Follett Content Solutions, LLC

1340 Ridgeview Drive McHenry, IL 60050

Signature Sarah Eisenhauer, Director of Bids, Proposals and Pricing Printed Name and Title

7/12/23

Date

County School Board of Henrico County, Virginia 406 Dabbs House Road Henrico. VA 23223

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Digitally signed by: Oscar Knott DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County of Henrico, Virginia OU = Department of Finance - Purchasing Division te: 2023.07.13 15:54:51 -041

Signature

Oscar Knott, CPP, CPPO, VCO Purchasing Director July 13, 2023

Date

APPROVED AS TO FORM

Supro Mour 7/13/23 ASSISTANT COUNTY ATTORNEY

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia] ("County") and Follett Content Solutions, LLC, a Delaware limited liability company, ("Licensor"), are entering into a Non-Professional Services Contract 2500A ("Agreement"). Licensor has requested that its "Terms of Use - Follet School Solutions" dated August 29, 2022 ("Contract") be incorporated by reference into the Agreement. This License Agreement Addendum ("LAA") (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder ("Software"), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

For good and valuable consideration, the parties agree as follows:

- 1. Certain provisions may appear in or be incorporated by reference into the Contract that the County does not accept. If any of the following provisions appear in the Contract, or if any provisions in the Contract have the effect of any of the following, such provisions are void, will not have any effect, and will not be enforceable against the County:
 - A. Requiring the application of the law of any place other than the Commonwealth of Virginia, United States of America in interpreting or enforcing the Contract;
 - B. Requiring or permitting that any dispute under the Contract be resolved in any court other than a state court of competent jurisdiction in Henrico County, Virginia;
 - C. Requiring any total or partial compensation or payment for lost profits or liquidated damages by the County if the Contract is terminated early;
 - D. Imposing any interest rate in excess of one percent per month or the default interest rate under Title 2, Chapter 43, Article 4 of the Code of Virginia, whichever is lower;
 - E. Requiring the County to maintain insurance for Licensor's benefit;
 - F. Granting Licensor a security interest in any property of the County;
 - G. Requiring the County to indemnify, defend, or hold harmless Licensor or any entity or person for any act or omission of the County, including the County's officers, agents, and employees;
 - H. Limiting or adding to the time period within which claims can be made or actions can be brought pursuant to Title 8.01, Chapter 3 of the Code of Virginia;
 - I. Restricting or prohibiting the County's selection and approval of counsel or approval of any settlement;
 - J. Binding the County to any arbitration or otherwise committing the County to participate in any binding form of alternative dispute resolution;
 - K. Obligating the County to pay costs of collection or attorney's fees;
 - L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
 - M. Requiring the County to limit its rights or waive its remedies at law or in equity;

- N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
- O. Limiting the liability of Licensor for property damage, death, or personal injury;
- P. Capping the County's damages or excluding types of damages available to the County;
- Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
- R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
- S. Requiring that the County waive any immunity to which it is lawfully entitled;
- T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
- U. Obligating the County beyond approved and appropriated funding;
- V. Permitting Licensor to unilaterally modify the Contract;
- W. Having the Contract supersede agreements negotiated by the parties;
- X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
- Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
- Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
- AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.
- BB. Imposing confidentiality restrictions upon the County in violation of the Virginia Freedom of Information Act.
- 2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
- 3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
- 4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole

or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.

- 5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.
- 6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.
- 7. This LAA and the Agreement shall take effect simultaneously.
- 8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

Follett Content Solutions, LLC

Signature Sarah Eisenhauer, Director of Bids, Proposals and Pricing

Printed Name and Title

7/12/23

Date

School Board of Henrico County, Virginia Digitally signed by: Oscar Knott Dift. CN = Oscar Knott email = Knoo08@thenrico.us C = US O = Purchasing Division Date: 2023.07.13 15:55:45 -04'00'

Signature

Oscar Knott, CPP, CPPO, VCO Purchasing Director

July 13, 2023

Date

APPROVED AS TO FORM

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Terms of Use - Follett School Solutions

Effective August 29, 2022 Last Updated August 29, 2022

Welcome to the U.S. websites, features, applications, store kiosks, widgets or online services that are owned or controlled by Follett School Solutions, LLC, or any affiliate or subsidiary companies ("Follett School Solutions," "we," or "us"), including, but not limited to, follettlearning.com, follettclassroom.com, follettcommunity.com, fes.follett.com, gofollett.com, titlewave.com, DestinyExpress.com, and all other online services or offerings (collectively, "Services") that post a link to these Terms of Use ("Terms"). The Services include online resources, Services, community forums, and contests or sweepstakes offered or operated by Follett School Solutions.

1. Terms of Use:

These Terms apply to all users of the Services, but depending on the Services used by you, not all Terms may applicable. As a user of the Services ("you" or "your"), agree that these Terms are a binding contract that applies to all of your use of the Services and the products you purchase through the Services. You agree that you will comply with these Terms. If you do not agree with these Terms, you should not use our Services. Consent to receive text messages is not a condition of purchase.

These Terms are effective as of the effective date identified above. These Terms are subject to change, without notice, so we encourage you to periodically review the Terms posted on the Services. Any changes will be posted on this site, become effective immediately and will govern the use of the Services, and purchases made through the Services.

Additional or different terms may apply to some offerings on our Services, such as return policies for certain products or Services, contests, or sweepstakes. Those terms will be posted on the Services in connection with the relevant offering. If the other terms are inconsistent with these Terms, the other terms will govern for the relevant offering.

The Services may contain links to goods, services or content, including third-party stores where products may be available for purchase that are not under Follett School Solutions' control. The information presented is made available solely for general informational purposes only. Follett School Solutions is not responsible for the content of those offerings and will not be liable for any damages or loss caused by your use of or reliance on such goods and services or content. You should be aware that different terms may apply to your use of those offerings and we are not responsible for purchases you make, and additional or different purchase terms may apply.

2. Restrictions on Use of Services:



By using the Services, you represent to us that you are (1) at least 18 years of age or are using the Services under the supervision of your parent or guardian, (2) able to enter into a binding contract, and (3) using the Services only as they are intended. All other use of the Services is prohibited.

3. Standards of Conduct:

To maintain the integrity of our Services and the user experience of all users of the Services, you agree not to misuse our Services or their content. For example, you must not do (or try to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt, interfere or attempt to disrupt or interfere with the normal operation and navigation of the Services or the availability of the Services to other users.
- Circumvent any measures we use to limit access to the Services or particular content available on the Services.
- Access the Services using any unauthorized "robot," "spider," "scraper" or other automated means.
- Use a false name or contact information, impermissibly impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.
- Display the Services, or any of their content, in a "frame," in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Make any commercial use of the Services or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to the Services from any commercial website, or maintain any other link that we ask you to remove.
- Transmit to or through the Services any viruses, spyware, adware or other harmful code.
- Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the Services.
- Use the Services to advertise or promote any goods or services other than ours.
- Use the Services to transmit or collect personal information about, or act illegally or maliciously towards, other users.
- Use the Services, or any content from the Services, to advertise or solicit for any other person, entity or cause, or otherwise to compete with us or act illegally or maliciously against our business interests or reputation.
- Use the Services in a manner not in accordance with all state and local legislation and applicable district rules, policies and mandates.

If you violate this Section, we may terminate your access to the Services, take other remedial actions, and seek any remedies permitted by law.

Confidentiality. You may, depending on your relationship with us, your use of the Services, or the types of transactions you engaged in with us, come into contact with confidential information of Follett School Solutions, including, but not limited to, trade secrets, methods, details about the Services or products offered, and business or marketing plans ("Confidential Information"). The Confidential Information is owned solely by Follett School Solutions and is considered to be proprietary and confidential. You agree



to hold the Confidential Information in strict confidence and take reasonable measures to keep it secure. Your agreements contained in this paragraph shall survive the termination your account, your use of the Services, and/or the expiration of these Terms.

4. Accounts:

Some of our Services offer you the opportunity to create a user account to access additional functionality such as making online purchases, or may require you to establish a user account to utilize a Service. This Section, "Accounts," establishes additional terms that apply to such accounts.

You may only create and hold one account for each of the Services, and, unless you are granted administrative rights on behalf of a school or school district, you may not use anyone else's account. When we request information from you to set up an account, you must provide us with accurate and complete information. You also must update your account when information you have provided to us changes. To update your account information, click on the "Account" link or other applicable account settings on the relevant Services.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and you must not permit use of your account by anyone else. You acknowledge that properly authorized administrative personnel within your school or school district may access your account for supervisory purposes. Except for cases where such authorized personnel have accessed your account or others have impermissibly accessed your account, you accept responsibility for all activities that occur under your account, including without limitation product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

You authorize us to use the contact information you provide us to communicate with you about your orders and our Services and products. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, through posting or email, satisfy any legal requirement that such communications be in writing. You may opt out of receiving marketing e-mails from us by following the opt-out instructions provided to you in those e-mails.

We provide most of our products and services (e.g., Destiny, Aspen, IB Store, Axis 360) to end-users of an organization as a 'data processor' on behalf of our clients (i.e., school districts, schools, libraries, and businesses). A data controller is a person, company, or other body that determines the purpose and means of personal data processing (this can be determined alone, or jointly with another person/company/body). It also means that your organization's privacy statement governs the use of your personal information (instead of ours). Please read your organization's privacy statement. Your organization determines what information we collect through our products, services and how it is used. We process your information according to your organization's instructions and the terms of our contracts with your organization. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the <u>Privacy Policy</u>.



We reserve the right to terminate your access to your account at any time, without notice, in our sole discretion for any or no reason, including but not limited to inactivity or misuse. If access to your account is terminated, you may lose access to any information stored in connection with your account, and any promotional account credits and any other forms of value that may be associated with your account. Upon termination, these Terms shall continue to apply to any other use of the Services that you are permitted to make.

You may disable your account at any time by contacting a customer service representative of the applicable Service. Your account will only be disabled after you have returned all books that have been rented to you (if any) and all transactions have been processed including payment of assessed penalties or the cashing of any refund check.

5. Mobile Services:

Some of the Services may have features of the Services targeted to users of wireless devices ("Mobile Features"), including an SMS and/or MMS messaging program ("Messaging Program"). Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged.

By signing up for a Messaging Program, you agree to receive up to five (5) SMS and/or MMS messages per week. We may use autodialer or non-autodialer technology to send the text messages described above to the mobile phone number you use to opt in. Consenting to receive SMS and/or MMS messages is not a condition of purchase. Message and data rates may apply. Depending on your text plan you may be charged by your carrier. The service is a recurring message program.

To stop receiving messages, reply **STOP** to any message received. Once your telephone number is removed from our system, you will receive a final confirmation message and no further messages will be sent to your cell phone or mobile device.

By signing up for a Mobile Service, you agree that we may communicate with you (including, without limitation, by way of third-party messaging services) via SMS and/or MMS messaging to your mobile phone or device, and that certain information about your usage of the Mobile Service may be communicated to us. In the event you change or deactivate your mobile phone number, you agree to promptly update your account information to ensure that our messages intended for you are not sent to the person who acquires your old number. By signing up for a Mobile Service, including any Messaging Program, you agree to all of the other Terms laid out herein, including, but not limited to, Section 13 (Arbitration/Choice of Law) and Section 14 (Disclaimer/Limitation of Liability). You also agree to be bound by our <u>Privacy Policy</u>.

Carriers are not liable for delayed or undelivered messages.

6. Purchases:



Some of our Services offer you the opportunity to order products. This Section, "Purchases," states additional terms that apply to such orders.

Product Availability. Not all products are available in all styles, sizes, and colors.

Pricing and Availability. When you order a product, the price will be made clear during the order process. All prices are in U.S. Dollars, except where otherwise noted. You agree to pay the price that is stated in your order, as well as any applicable taxes and shipping expenses, where applicable. While we try to provide accurate pricing information on our Services, a price stated on a Service occasionally may be in error. If in processing your order we determine that the correct price is less than the stated price, we will charge you the lower price. If we determine that the correct price is higher than the stated price, we are not obligated to fulfill your order at the stated price. We will attempt to notify you using the contact information provided in connection with your order, and we will give you the choice to cancel your order or pay the correct price.

We cannot guarantee that all items displayed will be in stock at the time of your order. With respect to items rented through our website, we cannot confirm the price of an item until you place an order.

Product Descriptions. We try to be accurate when we describe and depict products on our Services. However, with regard to clothing, certain measures and other descriptions are only approximate. We also cannot guarantee that images we provide will be displayed properly on your device, or that our product descriptions and images, including depictions of color, texture and proportions, will always be complete, reliable, current and error-free. If you purchase a product from one of our Services that you believe is not as described or depicted, you may return it to the extent provided in the applicable return policy described below.

Taxes. Rentals and purchases through the Services may be subject to taxes in certain states. Depending on your state and the nature of the product or service you receive from us, you may incur rental tax, sales tax and/or use tax. Tax rates are different from state to state. You are responsible for paying all such taxes.

Discounts and Promotions. The specific terms of any discounts or other promotions are stated at the time they are offered. Promotions cannot be combined unless we specifically state otherwise. Eligibility for any promotions is determined at the time of your order.

Clearance Items. Products designated as "clearance" items will not return to higher, prior selling prices, but the same items may have been offered previously at or below the current price. Clearance items may (1) be available in limited quantities and sizes, (2) remain on the Services for only short times, and (3) be unavailable in stores. Clearance items are not returnable or refundable.

Ordering. When you click the "Place Order" button on a Service, you make an offer to buy the relevant products. While we may confirm receipt and processing of orders by email, such confirmation does not constitute our acceptance of your order. We cannot guarantee that all items displayed on your order confirmation will be in stock at the time your order is shipped. We reserve the right to reject or cancel any order, in whole or in part, at any time prior to shipping. If we do, we will attempt to notify you using the contact information provided in connection with your order. You agree not to try to exceed stated



quantity limits (except where specifically noted), violate the terms of any specific offer or promotion, or place orders through the Services if we have notified you that you are prohibited from placing orders through the Services.

<u>Payment</u>. We accept only the payment methods indicated on the Services. When you provide payment information, you represent that the information is accurate and that you are authorized to use the payment method provided. If your payment method has expired or is otherwise invalid when processed, you remain responsible for payment, and for all costs we incur in collecting any unpaid amounts, including, but not limited to, attorney and collections fees.

<u>Shipping to our Retail Customers</u>. Shipping options and applicable charges for our retail customers will be stated during the order process. The U.S. Postal Service delivers to P.O. boxes, but this method may delay your order. Please note that Next Business Day and 2nd Business Day shipping options are not available for delivery to P.O. boxes. We will send you emails with updates on your order's status as they become available. Additional charges may apply for shipments to Alaska and Hawaii.

Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we will cancel your order and attempt to notify you using the contact information provided in connection with your order. Legal title to products, and the risk of loss or damage to the products is transferred to you when products are provided to the carrier. We are not responsible for any delivery delays. You will be responsible for filing any claims with the carrier for damaged and/or lost shipments.

<u>Shipping to our Wholesale Customers.</u> Shipping to our institutional wholesale customers shall be subject to the terms disclosed to you at the time of purchase or by the terms mutually agreed upon in writing by you and Follett School Solutions.

<u>International Shipping</u>. Shipping to addresses outside the U.S. is available on a limited basis and may be subject to additional terms, fees, and restrictions. Such information will be provided during the checkout process. If you have any questions or require additional information about shipping to addresses outside the U.S. please contact us using the information in Section 17 below.

<u>Returns</u>. We hope you are happy with the products you purchase. However, most items we sell may be returned to us under certain circumstances, as explained in the return policy posted on the relevant Services. We reserve the right to refuse to issue a refund or credit, and the right to recover the cost of return delivery from you, if any product you return (1) is not eligible for return, in accordance with the relevant return policy or the terms of any specific offer or promotion, or (2) is found to have suffered damage after delivery to you, including as a result of having been misused by you. We take legal title to returned products only after they arrive and are processed at our designated returns location.

Return terms and policies may vary by Service. Please check the return policy of the Service for details where you are making the purchase. Where the Return terms and policies are different from what is stated above in these Terms, the specific Return terms and policies govern the return.

Follett School Solutions (K12) Customer Support: 1-888-511-5114



Gift Certificates. Gift certificates purchased through the Services will be considered to have been purchased in and issued from the State of Illinois. Title and the risk of loss to such gift certificates pass to the purchaser upon our electronic transmission to the recipient.

7. Follett School Solutions Brand-Specific Terms

Follett School Solutions. Notwithstanding anything to the contrary set forth herein, the following shall apply to any orders submitted through a Follett School Solutions website. Upon shipment of your ordered items or completion of ordered services, Follett School Solutions will issue you an invoice that will be payable net thirty days. Unless otherwise indicated, all prices are in U.S. dollars. Software products are sold subject to their applicable Software License Agreement. Hardware, scanners, scanning supplies and related products are sold subject to the manufacturer's warranty (if any) enclosed in manufacturer's packaging, unless an extended maintenance agreement has been purchased above and beyond the manufacturer's warranty. Follett School Solutions reserves a purchase money security interest in any goods ordered on our site until such goods are paid for in full. All delivery is FOB your location. Prices are Follett School Solutions' net prices to schools and libraries and are subject to change. Applicable sales tax will be added to your invoice unless you submit evidence of tax exemption. Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we may substitute with a comparable product and process the remainder of your order.

8. Community Forums and User Content:

Some of our Services offer you the opportunity to provide comments or otherwise transmit material through our Services (collectively, "Community Forums") including, but not limited to, follettcommunity.com, follettchallenge.com, and Follett School Solutions official social media accounts on Facebook and Twitter. Information that you provide to us, other than product orders and personal information, is referred to in these Terms as "User Content." Profile information provided with registration for the Community Forums (e.g. name) may be displayed with the content. This Section 8, "Community Forums and User Content," states additional terms that apply to User Content.

When you provide User Content, you grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable license to use, reproduce, create derivative works of, distribute, perform, display and in any other way exploit the User Content by any means now known or developed in the future, and for any purpose, including for developing, manufacturing, and marketing products and in advertising. You agree that (1) User Content is not being provided to us in confidence; (2) there is no confidential or fiduciary relationship between you and us; and (3) you have no expectation that we will review, acknowledge or compensate you for your User Content.

To avoid the possibility of misunderstandings, our policy is not to accept creative ideas, product designs, proposals, business plans or similar materials provided as User Content. Please do not provide us with such materials. If you nonetheless do so, the immediately preceding paragraph will apply.

You bear all responsibility for your User Content. You agree not to provide User Content that (1) violates applicable law; (2) is harmful, abusive, offensive, false, threatening, disparaging, defamatory or racist; (3)



promotes violence or unlawful activity; (4) violates any person's or entity's legal rights (including intellectual property, privacy and publicity rights); or (5) purports to speak on behalf of us. When you provide User Content, you represent that you have the right to provide it to us and that it is not inaccurate, false or misleading.

We may refuse or remove User Content without notice to you. We may monitor User Content but are not required to do so. You agree that we will not be liable for any loss or damage resulting from your User Content or similar submissions made by other users.

9. Contests and Sweepstakes:

We may offer sweepstakes or contests, which may be hosted by or offered in conjunction with third parties. Additional or different terms may apply to such contests or sweepstakes. The relevant terms will be posted where information is collected to enter into the contest or sweepstakes. If the other terms are inconsistent with these Terms, the other terms will govern for that contest or sweepstakes.

10. Changes to Services:

We reserve the right to take any of the following actions in our discretion at any time, and without giving you prior notice:

- Change or discontinue the Services, and the products and promotions offered on the Services.
- Limit the availability of products.
- Change the prices of products.
- Impose conditions on product sales and promotions.
- Restrict or terminate your access to the Services.

We will not be liable to you or any third party for taking any of these actions.

11. Copyright, Trademarks, and other Intellectual Property:

We grant you a limited non-exclusive, non-transferrable license to access and use our Services for your personal, non-commercial use only in accordance with these Terms. Any commercial use; any unauthorized use of a "robot," "spider," "scraper" or other automated means; use in violation of the policy of any school represented on the Services; or use for data collection and/or profit is not allowed.

This license authorizes you to view, download, print, and access video, audio, graphics, photos, text, special features, and/or messages (collectively "Content") via the Services in accordance with the terms of this Agreement during the timeframe in which your account is active and for the duration of the access window for each individual Content item. Unless you are otherwise authorized by Follett School Solutions to do so, you agree not to (1) archive, store in a database or otherwise copy any part of the Services or their content; (2) modify or otherwise create derivative works of the Services or their content; (3) distribute or otherwise disseminate any part of the Services or their content; and (4) in any way exploit any part of the Services or their content.



All Content on the Services, including text, site design, graphics, images, data compilations, lists, bibliographic information, book covers and software, is the property of Follett School Solutions or its licensors and is protected by U.S. and international copyright law. You must comply with all such laws. Downloading, printing, copying, distributing or using the contents of any pages in the Services in any manner inconsistent with the license granted above and without prior written consent from Follett School Solutions is prohibited. All rights not expressly granted herein are reserved.

Follett[®], Aspen[®], Titlewave[®], Destiny[®] and the other trademarks used on the Services are the property of Follett School Solutions or a third party who may or may not be affiliated with or sponsored by Follett School Solutions. You agree not to use the trademarks in any manner that infringes upon the ownership rights of Follett School Solutions or such third party.

As between you and us, we retain all right, title and interest in and to our Services, products, content and technology. You agree not to remove, obscure or alter any trademark, copyright or other legal notices on the Services. You also agree not to use our trademarks in meta tags, search terms (paid or unpaid) or in any way that is likely to cause confusion or that disparages or discredits us.

12. Notice of Copyright Infringement:

We respect the intellectual property rights of others. If you believe that content on the Services infringes your copyright, you may send a notification pursuant to Section 512 of the Copyright Act (17 U.S.C. § 512) to our designated agent as follows:

Follett School Solutions, LLC 1340 Ridgeview Dr. McHenry, IL 60050 Attn: General Counsel <u>info@follettlearning.com</u> Fax: 630-850-1864

13. Arbitration/Choice of Law:

If you have any dispute with or claim against us (a "Claim") arising out of or relating to the Services or these Terms, including any Claim relating to your purchase of products through the Services, any communications between you and us, and the claim is not resolved by calling our customer service department at the telephone number provided on the "return policy" or "contact us" page of the Services, you and we each agree to resolve such disputes through an individual binding arbitration or an individual action in small claims court. Class arbitrations and class actions are not permitted, and your Claim may not be consolidated with any other person's claim. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision and that you and we are each waiving the right to a trial by jury or to participate in a class action. This Section 13 shall survive termination of your use of the Services or any user account that you may have.



Before you commence an arbitration or file a small claims court action with respect to your Claim, you must first send to us a written notice of your claim ("Notice"). The Notice must (1) be sent by certified mail; (2) be addressed to Follett School Solutions, LLC, 1340 Ridgeview Dr., McHenry, IL 60050, Attn: General Counsel; (3) describe the nature of your Claim; and (4) specify the damages or other relief you seek. You must provide such a notice within one year after your Claim accrued. Otherwise, you waive the Claim. If we and you do not then resolve the Claim within 30 days after our receipt of your Notice is received, either you or we may commence arbitration or file a small claims court action to resolve the Claim.

Any such arbitration shall be administered by the American Arbitration Association and be conducted in accordance with its Consumer Arbitration Rules (the "Rules"). Contact information for the American Arbitration Association, as well as copies of the Rules and applicable forms, are available at <u>www.adr.org</u> or by calling the American Arbitration Association at (800)778-7879. In circumstances in which the Rules provide for an in-person hearing, such hearing will, at your request, take place in the U.S. county (or parish) of your residence, or otherwise in Chicago, IL. For any Claim that does not exceed \$50,000, we will pay all filing and arbitrator's fees, unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose. If the arbitrator awards you damages that are greater than our last written settlement offer communicated before commencement of the arbitration, we will pay you the greater of \$1,000 or the amount of the award.

14. Disclaimer and Limitation of Liability:

WE DO NOT WARRANT: (1) THAT THE SERVICES OR THEIR OPERATION OR CONTENT WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE SERVICES OR THEIR CONTENT WILL CONTINUE TO BE AVAILABLE. WE SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE SITES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AS TO QUALITY, AVAILABILITY AND SUBJECT MATTER OF CONTENT. THE SITES AND THEIR CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

WE DISCLAIM ANY LIABILITY WHATSOEVER FROM ANY USAGE OF MOBILE DATA, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF DATA, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES. SOME CONTENT ON THE SERVICES MAY HAVE BEEN POSTED BY THIRD PARTY USERS OF THE SERVICES. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY SUCH CONTENT. WE SHALL HAVE NO LIABILITY FOR ANY SUCH CONTENT.

WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN OUR PERFORMANCE DUE TO ANY CAUSE BEYOND OUR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF SHIPPERS OR OTHER THIRD PARTY SERVICE PROVIDERS, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR



SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICES, YOUR USE OR INABILITY TO USE THE SERVICES OR ANY PRODUCTS PURCHASED THROUGH THE SERVICES, EVEN IF FORESEEABLE OR EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY FOR OTHER DAMAGES EXCEED THE AMOUNT PAID BY YOU TO US IN CONNECTION WITH YOUR USE OF THE SERVICES (INCLUDING FOR ANY PRODUCTS PURCHASED THROUGH THE SERVICES) IN THE TWELVE MONTHS PRECEDING THE CLAIM.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

15. Indemnification

You agree to defend, indemnify and hold us harmless against any and all third party claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use or misuse of the Services and/or your breach of these terms. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases, you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section 15 without our prior written approval.

16. Miscellaneous Provisions:

You authorize us to provide information concerning you and your activities to comply with applicable laws or respond to court orders, subpoenas, or other lawful requests, or if we believe doing so would protect your safety or that of another person or protect the security of the Services, or as otherwise described in the Privacy Policy.

You agree that we may provide you notice by attempting to contact you using the contact information you have provided to us or by posting notice on the relevant Services. If you do not provide us with accurate contact information, we will not be responsible for failure to notify you.

These Terms, including any additional terms or policies posted on the Services, constitute the entire agreement between you and us, and supersede all prior agreements, with respect to the subject matter hereof. Our failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. Nothing in these Terms affects any non-waivable statutory rights that apply to you. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.

17. Contact Information:

If you have any questions or comments about these Terms of Use or our Services, please contact us by email at <u>privacy@follettlearning.com</u> or telephone at 800-350-6418. You also may write to us at Follett School Solutions, LLC, Attn: Privacy, 1340 Ridgeview Dr., McHenry, IL 60050. For California residents



to exercise your consumer rights by clicking <u>here</u>. For EU citizens to exercise your data subject rights by clicking <u>here</u>. Questions or comments submitted through other means, such as Wall posts, may not be received or addressed.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by telephone at (916) 445-1254 or (800) 952-5210, or by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.



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EXHIBIT C NEGOTIATED MODIFICATIONS TO AGREEMENT DOCUMENTS FOR CONTRACT NO. 2500A

These Negotiated Modifications are hereby incorporated into Contract No. 2500A (the "Contract") for Library Materials and Services for Henrico County Public Schools as of the effective date of the Contract.

WHEREAS, the County and Contractor desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Request for Proposal No. 23-2500-2EMF is modified as follows as of the date of the Contract:

- 1. The following replaces Sec.II.A.1.a.iii General Requirements Item Categories-Hardback books (page 3):
 - iii. These titles shall be available from a web-based catalog with assurance of 90% or better fulfillment and delivery of available, in-stock titles within 35 business days of receipt of order and all other titles delivered as soon as reasonably practicable thereafter.
- The following replaces Sec. II.A.1.b.ii General Requirements Item Categories-Pre-bound books (page 3): The titles shall be available from a print or web-based catalog with assurance of 90% or better fulfillment and delivery of available, in-stock titles within 35 business days of receipt of order and all other titles delivered as soon as reasonably practicable thereafter.
- The following replaces Sec.II.B.10.b.iii Specific Requirements Conditions of Order Rejection (Page 8): Unauthorized shipments for orders which were not confirmed or were received after the fulfillment window agreed to by the parties had expired or a second shipment on an order (where backorders are allowed).
- 4. The following is added at the end of Sec. II.C. Opening Day Collections Requirements for New Schools (Page 9):
 "For New Schools, Renovations, Rebuilds, and Replacement libraries Follett is making the following adjustments to the minimum spend requirement:

Orders under \$75,000, upon request, your dedicated Follett representative, will assist in shelving orders, however clean up and removal of debris will not be provided. Orders over \$75,000 the district will receive Follett's White Glove Delivery service to include: free unpacking, shelving, and clean up & debris removal from the Follett White Glove Team and your dedicated representative."

- 5. The following replaces Sec. V.B.3 General Contract Terms and Conditions Award of Contract (Page 11): The Contract resulting from this RFP is not assignable without the consent of the County, not to be unreasonably withheld, except that the Successful Offeror may assign the Contract, without such consent, to (i) an affiliate or (ii) an acquirer of all or substantially all of the Successful Offeror's assets or business to which the Contract pertains, whether by merger, reorganization or otherwise.
- 6. The following replaces Sec. V.F.2.d. General Contract Terms and Conditions Termination by County (Page 12): An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money.
- The following replaces Sec.V.M General Contract Terms and Conditions Assignment of Contract (Page 15): A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County, not be unreasonably withheld, except that the Successful Offeror may assign the Contract, without such consent to (i) an affiliate or (ii) an acquirer of all or substantially all of the Successful Offeror's assets or business to which the Contract pertains, whether by merger, reorganization or otherwise.
- 8. The following replaces Sec.V.N. General Contract Terms and Conditions -Indemnification (Page 15): The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any third-party claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any

services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the willful misconduct or sole negligence of the County or any of the Indemnified Parties.

9. The following replaces Sec.V.O. General Contract Terms and Conditions -Insurance (Page 16):

See comments on Attachment E The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation in coverage.

- 10. The following replaces Sec.V.R.1 General Contract Terms and Conditions Ownership of Deliverables and Related Products (Page 16)
 The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated exclusively for the County by the Successful Offeror during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
- 11. The following replaces Sec.V.DD.2 General Contract Terms and Conditions Contract Period (page 20):

The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director. For avoidance of doubt, the pricing and discount options selected by the County at the commencement of the contract shall remain in place for the duration of the contract, which duration shall include four (4) one-year renewal periods listed herein.

12. The following replaces Sec.V.KK – General Contract Terms and Conditions – Cooperative Procurement (Page 20):

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies of similar size and scope may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

13. The following section is added as Sec.V.LL – General Contract Terms and Conditions – Limitation of Liability:

To the extent permitted by law, in no event shall either party's or its affiliates' liability exceed the fees paid by the County to the Successful Offeror during the twelve months preceding notice of the applicable claim. Neither party nor its affiliates shall be liable to the other for any incidental, consequential, indirect, reliance special, or punitive damages arising out of the provision of goods and services under this Agreement, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, or otherwise, and even if the party had been advised of the possibility of such damages.

14. The following section is added as Sec. V.MM – General Contract Terms and Conditions – Modification of Contract

The contract may only be modified by a written amendment signed by both parties. Any contract assignment must be documented by written amendment signed by both parties.

By signing the Contract, the parties thereto have approved these Negotiated Modifications.

QUESTIONS FOR CLARIFICATION

1. Will Follett still honor the lifetime guarantee for FollettBound books if Follett is not the vendor of choice?

Yes, the FollettBound guarantee will still be honored.

Every FollettBound binding is also accompanied by a lifetime guarantee! FollettBound books will be replaced due to any binding failures and defects (normal wear and tear excluded). Only titles that are still in print when the request is made shall be eligible for replacement, as determined by Follett in its sole discretion.

2. Will Follett only replace a book as long as it is in print, or will Follett issue a credit to replace that item if the book is out of print?

Follett offers guarantees on our FollettBound book binding and publisher hardcover book bindings, but does not offer a guarantee on paperback book bindings. Once a title it out of print a credit will not be issued.

Publisher hardcover books will be replaced due to any binding failures and defects (excluding normal wear and tear) for one year. Only titles that are still in print when the request is made shall be eligible for replacement, as determined by Follett in its sole discretion.

FollettBound books will be replaced due to any binding failures and defects (normal wear and tear excluded). Only titles that are still in print when the request is made shall be eligible for replacement, as determined by Follett in its sole discretion.

3. Is there a way to run TitleWise analyses without having to extract records for each individual school? Can this be scheduled to run automatically?

Yes, HCPS will extract the district MARC record holdings from SIRSI. The file would be transferred to Follett via our ftp server. Then we would process them into individual school files and complete their analysis for them. A Collection Analysis Specialist will be assigned to assist with this process. A schedule can be set established to update the analysis as needed (usually quarterly, bi-annually, or annually.)

4. Will Follett offer HCPS a 10% discount on books, and a 5% Gift Certificate on total orders as opposed to the other two options being offered?

Follett Content Solutions, LLC would like to extend the Best and Final offer and incentives to Henrico County Public Schools (HCPS). Upon award of this RFP, HCPS will receive:

- **10% additional discount** on Print and Audio-Visual Materials
- **5% incentive as Titlewave Gift Certificate** (for purchases made during the school calendar year: July 1-July 30 annually, excluding classroom orders)
- Free Automated Cataloging and Processing for all Print orders:
 - \checkmark Enhanced MARC records for every title including the 526 reading program tag



- ✓ Application of Barcode with protective label (standard placement)*
- ✓ Protective Mylar on books with dust jackets
- ✓ Spine Label with protective label
- ✓ Second barcode label
- ✓ School Property label

*Please note: Barcode label placement that differs from the standard placement will incur an additional 13¢ per item. Standard placement positioning is explained in detail within Follett's Book Processing & Cataloging Guide.

- Free Automated Cataloging and Processing for all A/V orders (Unattached):
 - ✓ Electronic MARC
 - ✓ Spine and cover labels
 - ✓ Barcode label and protector

This offer is valid through 6/30/2028.

5. The RFP states that there may be two new schools within the next five (5) years. In your proposal you have an expiration date listed for the special offer for any new schools. Will Follett consider removing this expiration date and make the offer available to any new schools opened during the term of the contract?

Please see the above Best and Final Offer. The Expiration date has been updated to 6/30/28.

6. The RFP states that there could be multiple awards. Would there be a charge for any services that are currently included in your proposal if Follett were not the primary vendor? (i.e. training etc.)

No, there would be no charge for any of the services listed in the proposal if Follett were not the primary vendor.

Christopher Hutto, will be available to assist, at no charge, with online training and will assist in any projects that may include collection development and acquisitions.

7. Can searches in Titlewave be done by specific review journals?

Yes, Titlewave offers the ability to search by a specific review journal. The following are the searchable journals:

- Booklist
- Bulletin of the Center for Children's Books
- Horn Book Magazine
- Kirkus Reviews
- Library Journal
- New York Times
- Publisher Weekly
- School Library Connection
- School Library Journal



8. How does Follett correct cataloging when the ISBN is the same for different years?

If the publisher reused an ISBN for a different copy right year, edition, or for any other reason, we created a new marc record for the piece in hand and include the ISBN in the subfield z of the 020 field. This will be for new records moving forward; existing records already in use by customers will not be updated.

9. When logging into Follett's platform to place orders, are there terms and conditions the end user needs to accept? If so, provide a copy of them.

Yes, there are Terms of Use when using Titlewave. These can be found at the following pages as well as a link on the bottom of every page on the site.



Terms of Use - Follett School Solutions

Effective August 29, 2022 Last Updated August 29, 2022

Welcome to the U.S. websites, features, applications, store kiosks, widgets or online services that are owned or controlled by Follett School Solutions, LLC, or any affiliate or subsidiary companies ("Follett School Solutions," "we," or "us"), including, but not limited to, follettlearning.com, follettclassroom.com, follettcommunity.com, fes.follett.com, gofollett.com, titlewave.com, DestinyExpress.com, and all other online services or offerings (collectively, "Services") that post a link to these Terms of Use ("Terms"). The Services include online resources, Services, community forums, and contests or sweepstakes offered or operated by Follett School Solutions.

1. Terms of Use:

These Terms apply to all users of the Services, but depending on the Services used by you, not all Terms may applicable. As a user of the Services ("you" or "your"), agree that these Terms are a binding contract that applies to all of your use of the Services and the products you purchase through the Services. You agree that you will comply with these Terms. If you do not agree with these Terms, you should not use our Services. Consent to receive text messages is not a condition of purchase.

These Terms are effective as of the effective date identified above. These Terms are subject to change, without notice, so we encourage you to periodically review the Terms posted on the Services. Any changes will be posted on this site, become effective immediately and will govern the use of the Services, and purchases made through the Services.

Additional or different terms may apply to some offerings on our Services, such as return policies for certain products or Services, contests, or sweepstakes. Those terms will be posted on the Services in connection with the relevant offering. If the other terms are inconsistent with these Terms, the other terms will govern for the relevant offering.

The Services may contain links to goods, services or content, including third-party stores where products may be available for purchase that are not under Follett School Solutions' control. The information presented is made available solely for general informational purposes only. Follett School Solutions is not responsible for the content of those offerings and will not be liable for any damages or loss caused by your use of or reliance on such goods and services or content. You should be aware that different terms may apply to your use of those offerings and we are not responsible for purchases you make, and additional or different purchase terms may apply.

2. Restrictions on Use of Services:

By using the Services, you represent to us that you are (1) at least 18 years of age or are using the Services under the supervision of your parent or guardian, (2) able to enter into a binding contract, and (3) using the Services only as they are intended. All other use of the Services is prohibited.



3. Standards of Conduct:

To maintain the integrity of our Services and the user experience of all users of the Services, you agree not to misuse our Services or their content. For example, you must not do (or try to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt, interfere or attempt to disrupt or interfere with the normal operation and navigation of the Services or the availability of the Services to other users.
- Circumvent any measures we use to limit access to the Services or particular content available on the Services.
- Access the Services using any unauthorized "robot," "spider," "scraper" or other automated means.
- Use a false name or contact information, impermissibly impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.
- Display the Services, or any of their content, in a "frame," in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Make any commercial use of the Services or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to the Services from any commercial website, or maintain any other link that we ask you to remove.
- Transmit to or through the Services any viruses, spyware, adware or other harmful code.
- Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the Services.
- Use the Services to advertise or promote any goods or services other than ours.
- Use the Services to transmit or collect personal information about, or act illegally or maliciously towards, other users.
- Use the Services, or any content from the Services, to advertise or solicit for any other person, entity or cause, or otherwise to compete with us or act illegally or maliciously against our business interests or reputation.
- Use the Services in a manner not in accordance with all state and local legislation and applicable district rules, policies and mandates.

If you violate this Section, we may terminate your access to the Services, take other remedial actions, and seek any remedies permitted by law.

Confidentiality. You may, depending on your relationship with us, your use of the Services, or the types of transactions you engaged in with us,, come into contact with confidential information of Follett School Solutions, including, but not limited to, trade secrets, methods, details about the Services or products offered, and business or marketing plans ("Confidential Information"). The Confidential Information is owned solely by Follett School Solutions and is considered to be proprietary and confidential. You agree to hold the Confidential Information in strict confidence and take reasonable measures to keep it secure. Your agreements contained in this paragraph shall survive the termination your account, your use of the Services, and/or the expiration of these Terms.



4. Accounts:

Some of our Services offer you the opportunity to create a user account to access additional functionality such as making online purchases, or may require you to establish a user account to utilize a Service. This Section, "Accounts," establishes additional terms that apply to such accounts.

You may only create and hold one account for each of the Services, and, unless you are granted administrative rights on behalf of a school or school district, you may not use anyone else's account. When we request information from you to set up an account, you must provide us with accurate and complete information. You also must update your account when information you have provided to us changes. To update your account information, click on the "Account" link or other applicable account settings on the relevant Services.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and you must not permit use of your account by anyone else. You acknowledge that properly authorized administrative personnel within your school or school district may access your account for supervisory purposes. Except for cases where such authorized personnel have accessed your account or others have impermissibly accessed your account, you accept responsibility for all activities that occur under your account, including without limitation product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

You authorize us to use the contact information you provide us to communicate with you about your orders and our Services and products. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, through posting or email, satisfy any legal requirement that such communications be in writing. You may opt out of receiving marketing e-mails from us by following the opt-out instructions provided to you in those e-mails.

We provide most of our products and services (e.g., Destiny, Aspen, IB Store, Axis 360) to end-users of an organization as a 'data processor' on behalf of our clients (i.e., school districts, schools, libraries, and businesses). A data controller is a person, company, or other body that determines the purpose and means of personal data processing (this can be determined alone, or jointly with another person/company/body). It also means that your organization's privacy statement governs the use of your personal information (instead of ours). Please read your organization's privacy statement. Your organization determines what information we collect through our products, services and how it is used. We process your information according to your organization's instructions and the terms of our contracts with your organization. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the <u>Privacy Policy</u>.

We reserve the right to terminate your access to your account at any time, without notice, in our sole discretion for any or no reason, including but not limited to inactivity or misuse. If access to your account is terminated, you may lose access to any information stored in connection with your account, and any promotional account credits and any other forms of value that may be associated with your account.



Upon termination, these Terms shall continue to apply to any other use of the Services that you are permitted to make.

You may disable your account at any time by contacting a customer service representative of the applicable Service. Your account will only be disabled after you have returned all books that have been rented to you (if any) and all transactions have been processed including payment of assessed penalties or the cashing of any refund check.

5. Mobile Services:

Some of the Services may have features of the Services targeted to users of wireless devices ("Mobile Features"), including an SMS and/or MMS messaging program ("Messaging Program"). Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged.

By signing up for a Messaging Program, you agree to receive up to five (5) SMS and/or MMS messages per week. We may use autodialer or non-autodialer technology to send the text messages described above to the mobile phone number you use to opt in. Consenting to receive SMS and/or MMS messages is not a condition of purchase. Message and data rates may apply. Depending on your text plan you may be charged by your carrier. The service is a recurring message program.

To stop receiving messages, reply **STOP** to any message received. Once your telephone number is removed from our system, you will receive a final confirmation message and no further messages will be sent to your cell phone or mobile device.

By signing up for a Mobile Service, you agree that we may communicate with you (including, without limitation, by way of third-party messaging services) via SMS and/or MMS messaging to your mobile phone or device, and that certain information about your usage of the Mobile Service may be communicated to us. In the event you change or deactivate your mobile phone number, you agree to promptly update your account information to ensure that our messages intended for you are not sent to the person who acquires your old number. By signing up for a Mobile Service, including any Messaging Program, you agree to all of the other Terms laid out herein, including, but not limited to, Section 13 (Arbitration/Choice of Law) and Section 14 (Disclaimer/Limitation of Liability). You also agree to be bound by our Privacy Policy.

Carriers are not liable for delayed or undelivered messages.

6. Purchases:

Some of our Services offer you the opportunity to order products. This Section, "Purchases," states additional terms that apply to such orders.



Product Availability. Not all products are available in all styles, sizes, and colors.

Pricing and Availability. When you order a product, the price will be made clear during the order process. All prices are in U.S. Dollars, except where otherwise noted. You agree to pay the price that is stated in your order, as well as any applicable taxes and shipping expenses, where applicable. While we try to provide accurate pricing information on our Services, a price stated on a Service occasionally may be in error. If in processing your order we determine that the correct price is less than the stated price, we will charge you the lower price. If we determine that the correct price is higher than the stated price, we are not obligated to fulfill your order at the stated price. We will attempt to notify you using the contact information provided in connection with your order, and we will give you the choice to cancel your order or pay the correct price.

We cannot guarantee that all items displayed will be in stock at the time of your order. With respect to items rented through our website, we cannot confirm the price of an item until you place an order.

Product Descriptions. We try to be accurate when we describe and depict products on our Services. However, with regard to clothing, certain measures and other descriptions are only approximate. We also cannot guarantee that images we provide will be displayed properly on your device, or that our product descriptions and images, including depictions of color, texture and proportions, will always be complete, reliable, current and error-free. If you purchase a product from one of our Services that you believe is not as described or depicted, you may return it to the extent provided in the applicable return policy described below.

Taxes. Rentals and purchases through the Services may be subject to taxes in certain states. Depending on your state and the nature of the product or service you receive from us, you may incur rental tax, sales tax and/or use tax. Tax rates are different from state to state. You are responsible for paying all such taxes.

Discounts and Promotions. The specific terms of any discounts or other promotions are stated at the time they are offered. Promotions cannot be combined unless we specifically state otherwise. Eligibility for any promotions is determined at the time of your order.

Clearance Items. Products designated as "clearance" items will not return to higher, prior selling prices, but the same items may have been offered previously at or below the current price. Clearance items may (1) be available in limited quantities and sizes, (2) remain on the Services for only short times, and (3) be unavailable in stores. Clearance items are not returnable or refundable.

Ordering. When you click the "Place Order" button on a Service, you make an offer to buy the relevant products. While we may confirm receipt and processing of orders by email, such confirmation does not constitute our acceptance of your order. We cannot guarantee that all items displayed on your order confirmation will be in stock at the time your order is shipped. We reserve the right to reject or cancel any order, in whole or in part, at any time prior to shipping. If we do, we will attempt to notify you using the contact information provided in connection with your order. You agree not to try to exceed stated quantity limits (except where specifically noted), violate the terms of any specific offer or promotion, or



place orders through the Services if we have notified you that you are prohibited from placing orders through the Services.

<u>Payment</u>. We accept only the payment methods indicated on the Services. When you provide payment information, you represent that the information is accurate and that you are authorized to use the payment method provided. If your payment method has expired or is otherwise invalid when processed, you remain responsible for payment, and for all costs we incur in collecting any unpaid amounts, including, but not limited to, attorney and collections fees.

<u>Shipping to our Retail Customers</u>. Shipping options and applicable charges for our retail customers will be stated during the order process. The U.S. Postal Service delivers to P.O. boxes, but this method may delay your order. Please note that Next Business Day and 2nd Business Day shipping options are not available for delivery to P.O. boxes. We will send you emails with updates on your order's status as they become available. Additional charges may apply for shipments to Alaska and Hawaii.

Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we will cancel your order and attempt to notify you using the contact information provided in connection with your order. Legal title to products, and the risk of loss or damage to the products is transferred to you when products are provided to the carrier. We are not responsible for any delivery delays. You will be responsible for filing any claims with the carrier for damaged and/or lost shipments.

<u>Shipping to our Wholesale Customers.</u> Shipping to our institutional wholesale customers shall be subject to the terms disclosed to you at the time of purchase or by the terms mutually agreed upon in writing by you and Follett School Solutions.

<u>International Shipping</u>. Shipping to addresses outside the U.S. is available on a limited basis and may be subject to additional terms, fees, and restrictions. Such information will be provided during the checkout process. If you have any questions or require additional information about shipping to addresses outside the U.S. please contact us using the information in Section 17 below.

<u>Returns</u>. We hope you are happy with the products you purchase. However, most items we sell may be returned to us under certain circumstances, as explained in the return policy posted on the relevant Services. We reserve the right to refuse to issue a refund or credit, and the right to recover the cost of return delivery from you, if any product you return (1) is not eligible for return, in accordance with the relevant return policy or the terms of any specific offer or promotion, or (2) is found to have suffered damage after delivery to you, including as a result of having been misused by you. We take legal title to returned products only after they arrive and are processed at our designated returns location.

Return terms and policies may vary by Service. Please check the return policy of the Service for details where you are making the purchase. Where the Return terms and policies are different from what is stated above in these Terms, the specific Return terms and policies govern the return.

Follett School Solutions (K12) Customer Support: 1-888-511-5114



Gift Certificates. Gift certificates purchased through the Services will be considered to have been purchased in and issued from the State of Illinois. Title and the risk of loss to such gift certificates pass to the purchaser upon our electronic transmission to the recipient.

7. Follett School Solutions Brand-Specific Terms

Follett School Solutions. Notwithstanding anything to the contrary set forth herein, the following shall apply to any orders submitted through a Follett School Solutions website. Upon shipment of your ordered items or completion of ordered services, Follett School Solutions will issue you an invoice that will be payable net thirty days. Unless otherwise indicated, all prices are in U.S. dollars. Software products are sold subject to their applicable Software License Agreement. Hardware, scanners, scanning supplies and related products are sold subject to the manufacturer's warranty (if any) enclosed in manufacturer's packaging, unless an extended maintenance agreement has been purchased above and beyond the manufacturer's warranty. Follett School Solutions reserves a purchase money security interest in any goods ordered on our site until such goods are paid for in full. All delivery is FOB your location. Prices are Follett School Solutions' net prices to schools and libraries and are subject to change. Applicable sales tax will be added to your invoice unless you submit evidence of tax exemption. Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we may substitute with a comparable product and process the remainder of your order.

8. Community Forums and User Content:

Some of our Services offer you the opportunity to provide comments or otherwise transmit material through our Services (collectively, "Community Forums") including, but not limited to, follettcommunity.com, follettchallenge.com, and Follett School Solutions official social media accounts on Facebook and Twitter. Information that you provide to us, other than product orders and personal information, is referred to in these Terms as "User Content." Profile information provided with registration for the Community Forums (e.g. name) may be displayed with the content. This Section 8, "Community Forums and User Content," states additional terms that apply to User Content.

When you provide User Content, you grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable license to use, reproduce, create derivative works of, distribute, perform, display and in any other way exploit the User Content by any means now known or developed in the future, and for any purpose, including for developing, manufacturing, and marketing products and in advertising. You agree that (1) User Content is not being provided to us in confidence; (2) there is no confidential or fiduciary relationship between you and us; and (3) you have no expectation that we will review, acknowledge or compensate you for your User Content.

To avoid the possibility of misunderstandings, our policy is not to accept creative ideas, product designs, proposals, business plans or similar materials provided as User Content. Please do not provide us with such materials. If you nonetheless do so, the immediately preceding paragraph will apply.

You bear all responsibility for your User Content. You agree not to provide User Content that (1) violates applicable law; (2) is harmful, abusive, offensive, false, threatening, disparaging, defamatory or racist; (3)



promotes violence or unlawful activity; (4) violates any person's or entity's legal rights (including intellectual property, privacy and publicity rights); or (5) purports to speak on behalf of us. When you provide User Content, you represent that you have the right to provide it to us and that it is not inaccurate, false or misleading.

We may refuse or remove User Content without notice to you. We may monitor User Content but are not required to do so. You agree that we will not be liable for any loss or damage resulting from your User Content or similar submissions made by other users.

9. Contests and Sweepstakes:

We may offer sweepstakes or contests, which may be hosted by or offered in conjunction with third parties. Additional or different terms may apply to such contests or sweepstakes. The relevant terms will be posted where information is collected to enter into the contest or sweepstakes. If the other terms are inconsistent with these Terms, the other terms will govern for that contest or sweepstakes.

10. Changes to Services:

We reserve the right to take any of the following actions in our discretion at any time, and without giving you prior notice:

- Change or discontinue the Services, and the products and promotions offered on the Services.
- Limit the availability of products.
- Change the prices of products.
- Impose conditions on product sales and promotions.
- Restrict or terminate your access to the Services.

We will not be liable to you or any third party for taking any of these actions.

11. Copyright, Trademarks, and other Intellectual Property:

We grant you a limited non-exclusive, non-transferrable license to access and use our Services for your personal, non-commercial use only in accordance with these Terms. Any commercial use; any unauthorized use of a "robot," "spider," "scraper" or other automated means; use in violation of the policy of any school represented on the Services; or use for data collection and/or profit is not allowed.

This license authorizes you to view, download, print, and access video, audio, graphics, photos, text, special features, and/or messages (collectively "Content") via the Services in accordance with the terms of this Agreement during the timeframe in which your account is active and for the duration of the access window for each individual Content item. Unless you are otherwise authorized by Follett School Solutions to do so, you agree not to (1) archive, store in a database or otherwise copy any part of the Services or their content; (2) modify or otherwise create derivative works of the Services or their content; (3) distribute or otherwise disseminate any part of the Services or their content; and (4) in any way exploit any part of the Services or their content.



All Content on the Services, including text, site design, graphics, images, data compilations, lists, bibliographic information, book covers and software, is the property of Follett School Solutions or its licensors and is protected by U.S. and international copyright law. You must comply with all such laws. Downloading, printing, copying, distributing or using the contents of any pages in the Services in any manner inconsistent with the license granted above and without prior written consent from Follett School Solutions is prohibited. All rights not expressly granted herein are reserved.

Follett[®], Aspen[®], Titlewave[®], Destiny[®] and the other trademarks used on the Services are the property of Follett School Solutions or a third party who may or may not be affiliated with or sponsored by Follett School Solutions. You agree not to use the trademarks in any manner that infringes upon the ownership rights of Follett School Solutions or such third party.

As between you and us, we retain all right, title and interest in and to our Services, products, content and technology. You agree not to remove, obscure or alter any trademark, copyright or other legal notices on the Services. You also agree not to use our trademarks in meta tags, search terms (paid or unpaid) or in any way that is likely to cause confusion or that disparages or discredits us.

12. Notice of Copyright Infringement:

We respect the intellectual property rights of others. If you believe that content on the Services infringes your copyright, you may send a notification pursuant to Section 512 of the Copyright Act (17 U.S.C. § 512) to our designated agent as follows:

Follett School Solutions, LLC 1340 Ridgeview Dr. McHenry, IL 60050 Attn: General Counsel <u>info@follettlearning.com</u> Fax: 630-850-1864

13. Arbitration/Choice of Law:

If you have any dispute with or claim against us (a "Claim") arising out of or relating to the Services or these Terms, including any Claim relating to your purchase of products through the Services, any communications between you and us, and the claim is not resolved by calling our customer service department at the telephone number provided on the "return policy" or "contact us" page of the Services, you and we each agree to resolve such disputes through an individual binding arbitration or an individual action in small claims court. Class arbitrations and class actions are not permitted, and your Claim may not be consolidated with any other person's claim. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision and that you and we are each waiving the right to a trial by jury or to participate in a class action. This Section 13 shall survive termination of your use of the Services or any user account that you may have.



Before you commence an arbitration or file a small claims court action with respect to your Claim, you must first send to us a written notice of your claim ("Notice"). The Notice must (1) be sent by certified mail; (2) be addressed to Follett School Solutions, LLC, 1340 Ridgeview Dr., McHenry, IL 60050, Attn: General Counsel; (3) describe the nature of your Claim; and (4) specify the damages or other relief you seek. You must provide such a notice within one year after your Claim accrued. Otherwise, you waive the Claim. If we and you do not then resolve the Claim within 30 days after our receipt of your Notice is received, either you or we may commence arbitration or file a small claims court action to resolve the Claim.

Any such arbitration shall be administered by the American Arbitration Association and be conducted in accordance with its Consumer Arbitration Rules (the "Rules"). Contact information for the American Arbitration Association, as well as copies of the Rules and applicable forms, are available at <u>www.adr.org</u> or by calling the American Arbitration Association at (800)778-7879. In circumstances in which the Rules provide for an in-person hearing, such hearing will, at your request, take place in the U.S. county (or parish) of your residence, or otherwise in Chicago, IL. For any Claim that does not exceed \$50,000, we will pay all filing and arbitrator's fees, unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose. If the arbitrator awards you damages that are greater than our last written settlement offer communicated before commencement of the arbitration, we will pay you the greater of \$1,000 or the amount of the award.

14. Disclaimer and Limitation of Liability:

WE DO NOT WARRANT: (1) THAT THE SERVICES OR THEIR OPERATION OR CONTENT WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE SERVICES OR THEIR CONTENT WILL CONTINUE TO BE AVAILABLE. WE SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE SITES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AS TO QUALITY, AVAILABILITY AND SUBJECT MATTER OF CONTENT. THE SITES AND THEIR CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

WE DISCLAIM ANY LIABILITY WHATSOEVER FROM ANY USAGE OF MOBILE DATA, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF DATA, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES. SOME CONTENT ON THE SERVICES MAY HAVE BEEN POSTED BY THIRD PARTY USERS OF THE SERVICES. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY SUCH CONTENT. WE SHALL HAVE NO LIABILITY FOR ANY SUCH CONTENT.

WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN OUR PERFORMANCE DUE TO ANY CAUSE BEYOND OUR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF SHIPPERS OR OTHER THIRD PARTY SERVICE PROVIDERS, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR



SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICES, YOUR USE OR INABILITY TO USE THE SERVICES OR ANY PRODUCTS PURCHASED THROUGH THE SERVICES, EVEN IF FORESEEABLE OR EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY FOR OTHER DAMAGES EXCEED THE AMOUNT PAID BY YOU TO US IN CONNECTION WITH YOUR USE OF THE SERVICES (INCLUDING FOR ANY PRODUCTS PURCHASED THROUGH THE SERVICES) IN THE TWELVE MONTHS PRECEDING THE CLAIM.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

15. Indemnification

You agree to defend, indemnify and hold us harmless against any and all third party claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use or misuse of the Services and/or your breach of these terms. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases, you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section 15 without our prior written approval.

16. Miscellaneous Provisions:

You authorize us to provide information concerning you and your activities to comply with applicable laws or respond to court orders, subpoenas, or other lawful requests, or if we believe doing so would protect your safety or that of another person or protect the security of the Services, or as otherwise described in the Privacy Policy.

You agree that we may provide you notice by attempting to contact you using the contact information you have provided to us or by posting notice on the relevant Services. If you do not provide us with accurate contact information, we will not be responsible for failure to notify you.

These Terms, including any additional terms or policies posted on the Services, constitute the entire agreement between you and us, and supersede all prior agreements, with respect to the subject matter hereof. Our failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. Nothing in these Terms affects any non-waivable statutory rights that apply to you. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.

17. Contact Information:

If you have any questions or comments about these Terms of Use or our Services, please contact us by email at <u>privacy@follettlearning.com</u> or telephone at 800-350-6418. You also may write to us at Follett School Solutions, LLC, Attn: Privacy, 1340 Ridgeview Dr., McHenry, IL 60050. For California residents



to exercise your consumer rights by clicking <u>here</u>. For EU citizens to exercise your data subject rights by clicking <u>here</u>. Questions or comments submitted through other means, such as Wall posts, may not be received or addressed.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by telephone at (916) 445-1254 or (800) 952-5210, or by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.



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BAFO-Pricing SCHEDULE OF CATEGORIES RFP 18-1571-1EMF

I. AVAILABILITY – Please specify which of the following materials categories your firm supplies:

Supplier of these Materials	Total Unique Items in Stock
	501,765 titles
	470,339 titles
N/A	N/A
	919,055 titles
	85,852 title
	571,087 titles
	152,637 titles
	55,482 titles
	311,493 titles
	All inventory is available for Opening Day Collections

II.

	Print Materials	Discounts for Firm Or	ders
Α.	Adult Titles (Fiction & Non-Fiction)		
	Hardcover Editions	10%*	%
	Publisher's Library Editions	10%*	%
	Mass Market Paperback Editions	10%*	%
В.	Juvenile Titles (Fiction & Non-Fiction)		
	Trade Hardcover Bindings	10%*	%
	Publisher's Library Editions	10%*	%
	Juvenile Reinforced Bindings	10%*	%
	Pre-Bound Books:		
	Paperbacks	10%*	%
	Trade	10%*	%
	Quality Paperback Editions	10%*	%
	Mass Market Paperback Editions	10%*	%

C.	Short Discount Publications: Text, technical, medical, small presses, university presses, etc. (Discount must be commensurate with the discount from the publisher.)	N/A	%
D.	Cataloged and Processed Books – or – Component Parts (include total support detail and brochures for these services):		
D.1	Machine-Readable Cataloging Price per record	\$ 0.00*	
	Otherwise (Explain)	\$	
D.2	Processing: Completely Processed Books	\$ 0.00*	
	Processed Books without Mylar jacket	\$ 0.00*	
	Cataloged and Processed Books with Mylar Jacket	\$ 0.00*	
	Completed Processed	\$ 0.00*	

III. NON-PRINT MATERIALS:

	Non-Print Materials	Discounts for Firm Orders
А.	CDs	%
В.	DVDs	%
C.	Kits	N/A %
D.	Cataloged and Processed Non-print Items – or – Component Parts (include total support detail and brochures for these services):	
E.1	Machine-Readable Cataloging Price per record	\$ 0.00*
E.2	Processing: Completely processed non-print item	\$ 0.00*
	Otherwise (explain)	\$
	Completed Processed	\$ 0.00*
	Otherwise (explain)	\$
	Additional charges	\$

IV. DELIVERY – INSIDE DELIVERY REQUIRED.

Α.	Prepaid FOB – Destination	Yes orX_No
В.	Point of Shipment	Yes orNo
C.	Indicate mode of shipment (e.g. UPS, FEDEX)	UPS
D.	DVDs	_X_Yes orNo
E.	Kits	<u> </u>
F.	CDs	Yes orNo

V. ITEM AVAILABILITY:

How many unique items are available for purchase through your database?

Over 2,000,000 titles

*Follett Content Solutions, LLC would like to extend the Best and Final Offer and incentives to Henrico County Public Schools (HCPS). Upon award of this RFP, HCPS will receive:

- 10% additional discount on Print and Audio-Visual Materials
- 5% incentive as Titlewave Gift Certificate (for purchases made during the school calendar year: July 1-July 30 annually, excluding classroom orders)
- Free Automated Cataloging and Processing for all Print orders:
 - ✓ Enhanced MARC records for every title including the 526 reading program tag
 - ✓ Application of Barcode with protective label (standard placement)*
 - ✓ Protective Mylar on books with dust jackets
 - ✓ Spine Label with protective label
 - ✓ Second barcode label
 - ✓ School Property label

*Please note: Barcode label placement that differs from the standard placement will incur an additional 13¢ per item. Standard placement positioning is explained in detail within Follett's Book Processing & Cataloging Guide.

• Free Automated Cataloging and Processing for all A/V orders (Unattached):

- ✓ Electronic MARC
- ✓ Spine and cover labels
- ✓ Barcode label and protector

This offer is valid through 6/30/2028.

Cataloging and Processing Disclaimer:

Any processing items that are not listed in the table shown above come at an additional charge. Please contact your dedicated Sales Consultant for more details.

APPENDIX 1 - BAFO

Henrico County Public Schools Test Order

Data below is a sample order for use in preparing a demo confirmation by the Offeror. Please submit a detailed invoice as the demo confirmation

Please indicate for each of the following titles if they are currently available, the edition (hardback or paperback), item price, any service charges (listed separately), and estimated ship date. Bindings may be substituted.

- 1. *The Baby-sitters Club #13, Mary Anne's Bad Luck Mystery: A Graphic Novel /* Ann M. Martin ; [art] by Cynthia Yuan Cheng with color by Braden Lamb and Hank Jones, Graphix, an imprint of Scholastic, 2023, 9781338616118
- 2. Two Degrees / Alan Gratz, Scholastic Press, 2022, 9780702323249
- 3. *Freak out!: animals beyond your wildest imagination /* Ginjer L. Clarke, Grosset & Dunlap, 2012, 9780448443089
- 4. Becoming : adapted for young readers / Michelle Obama, Delacorte Press, 2021, 9780593303757
- 5. Insignificant events in the life of a cactus / Dusti Bowling, Sterling Children's Books, 2017, 9781454923459
- 6. The magic school bus. The complete series (8 DVDs) New Video Group, 2012, 767685272510
- 7. *Escape from Mr. Lemoncello's library* / Chris Grabenstein (Playaway device, unabridged), Findaway World, LLC, 2020, 9781467622172
- 8. Guinness world records 2023. Guinness World Records Limited, 2022, 9781913484200
- 9. *Make this! : building, thinking, and tinkering projects for the amazing maker in you /* Ella Schwartz ; photographs by Matthew Rakola, National Geographic / Scholastic, 2019, 9781426333248
- 10. Merriam-Webster's Spanish-English dictionary, Merriam-Webster, Incorporated, 2021, 9780877792987
- 11. Jabari tries / Gaia Cornwall, Candlewick Press, 2020, 9781536207163
- 12. Sports heroes (Black Stories Matter), J.P. Miller, Crabtree Publishing Company, 2021, 9781427128102
- 13. Who was Cesar Chavez? / Dana Meachen Rau, Penguin Workshop, 2017, 9781101995600
- 14. How long 'til black future month? / N.K. Jemisin, Orbit, 2018, 9780316491341
- 15. Draw a comic! / JP Coovert, First Second, 2019, 9781250152121
- 16. Love in the Library / Tokuda-Hall, Maggie, Candlewick Press, 2022 9781536204308
- 17. *Student world atlas /* consultant/writer, Martha B. Sharma ; map director, Debbie Gibbons, National Geographic Partners LLC, 2019, 9781426334795
- 18. Spill Zone. 1 / Scott Westerfeld, Alex Puvilland, First Second, 2017, 9781596439368
- 19. American Indian culture : from counting coup to wampum (2 volume set), Bruce E. Johansen, editor, 2015, 9781440828737
- 20. *The lion, the witch, and the wardrobe* / C.S. Lewis (large print edition), Thorndike Press, 2017, 9781410499257
- 21. *Stamped : el racismo, el antirracismo y tú /* Jason Reynolds, Primera edición., Vintage Español , 2021, 9781644731086
- 22. The Breadwinner (DVD), [Widescreen format], Universal Studios, 2018, UPC 191329051573
- Teaching gifted kids in today's classroom : strategies and techniques every teacher can use / Susan Winebrenner M.S.; with contributing author Dina Brulles Ph. D., Updated fourth edition, Free Spirit Publishing, 2018, 9781631983726
- 24. *Tiny terrors! : the world's scariest small creatures /* Ginjer L. Clarke, Penguin Young Readers, 2022, 9780593383971
- 25. Shadows at Jamestown / Steven K. Smith, MyBoys3 Press, 2017, 9781947881006

Black, Danielle

From:	customerservice@follettlearning.com		
Sent:	Thursday, May 18, 2023 8:06 AM		
То:	Black, Danielle		
Subject:	Your TITLEWAVE order for list "Henrico - Appendix 1"		

Thank you for ordering from Follett. Details of your order are listed below:

Online Order Reference Number: 3899549

List Name: Henrico - Appendix 1 Payment Method: Purchase Order PO Number: TEST ORDER. DO NOT PLACE Materials are for School/Library: HENRICO CO SCH DIST Customer Number: 4574801

Books: 22 items, Price: \$558.39 Audiovisual: 3 items, Price: \$81.33

Shipping: FREE

Titles: 25 items, Grand Total: \$639.72

You may check the status of your order by logging into Titlewave, then clicking on Order History.

https://checkpoint.url-

protection.com/v1/url?o=https%3A//www.titlewave.com/login/&g=MjZmMDY4NWZmMTI3ZTJmZA==&h=NTFiZjA0MThI ZWMxMjQ3Y2RhOTVkOTUwNGU0ODBjYWMxYjlhYThkMjUwMTFhMmU2Mzk5YmY2OGMzMDZIMDY0Yw==&p=YzJ1OmZ vbGxldHRzY2hvb2xzb2x1dGlvbnM6YzpvOjk0ZDFhOTcwOWJkZTAwMjRlZjRiYjNlOGVmZTdhN2M0OnYxOnA6VA==

If you have any questions or need additional information, please contact Customer Service at customerservice@follettlearning.com or at 888.511.5114 or 708.884.5150.

Thank you for choosing Follett.

Thanks for ordering with	Order Summary			
You'll receive a confirmation email short	ily.	25 Items:	\$639.72	
Online Order Reference Number: 389954	19	First Choice:	\$0.00	
		22 Books:	\$558.39	
For School/Library	Billing Address	3 Audiovisual:	\$81.33	
HENRICO CO SCH DIST	HENRICO CO SCH DIST PO BOX 23120	Subtotal:	\$639.72	
Order Options	RICHMOND, VA 23223	Shipping:	FREE	
Intended for both Library and Classroom use	Shipping Address	Total:	\$639.72	
Contact Information Danielle Black Other, Bids and Proposal dblack@follettlearning.com	HENRICO CO SCH DIST PO BOX 23120 RICHMOND, VA 23223	Special instructions: TEST (PLACE/	ORDER. DO NOT	
877-899-8550 x 46040	Payment Method			
	Purchase Order: TEST ORDER. DO NOT PLACE			

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Contact your dedicated Sales Consultant, Christopher Hutto, by email, or call 804.912.7429

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DISCREPANCES WITHIN 90 DAYS OF 4574801 SAMPLE SAMPLE SAMPLE SAMPLE NET 30 DAYS RECEIPT ITEM NUMBER QT TITLE QTY DISC NET PRICE AUTHOR PUBLISHER P.O. NUMBER LIST UNIT NET BO SHIF THANK YOU FOR ORDERING FROM FOLLETT CONTENT SOLUTIONS. THIS 'IS 'THE 'FINAL 'SHIPMENT 'OF 'YOUR 'ORDER. ¶ ** ·EDUCATIONAL ·MATERIALS ·**¶ 10 \$208.00 \$187.20 \$187.20 0507RV8 American Indian culture : from counting coup to Greenwood, an 9781440828737 1 10 \$22.90 \$20.61 The Baby-sitters Club. 13, Mary Anne's bad 1 \$20.61 2378PA4 Cheng Graphix, an 9781338616118 10 \$21.99 \$19.79 \$19.79 Becoming : adapted for young readers 1 1750HQX Obama Delacorte Press 9780593303757 The breadwinner Universal Studios 1 \$19.98 10 \$17.98 \$17.98 47DBFF1 Breadwinner) 10 1200BX3 Draw a comic! \$21.66 \$19.49 \$19.49 First Second 9781725454156 1 Coovert Escape from Mr. Lemoncello's library 1 \$54.99 10 \$49.49 \$49.49 4654DXX Grahenstein Findaway World, 9781467622172 10 38707QX Freak out! : animals beyond your wildest Clarke 9780448443089 1 \$4.99 \$4.49 \$4.49 Penauin Youna 10 1870TZ6 Guinness World Records, 2023 Guinness World 9781913484200 1 \$27.27 \$24.54 \$24.54 How long 'til black future month? 1253WS1 Jemisin Orbit 9780316491341 10 1 \$23.79 \$21.41 \$21.41 10 Insignificant events in the life of a cactus 1 \$15.83 \$14.25 \$14.25 1509BH3 Bowling Sterling Children's 9781454923459 10 \$16.74 1 \$15.07 \$15.07 1715TB4 Jabari tries Cornwall Candlewick Press 9781536207163 10 \$24.99 1035AK9 The lion, the witch, and the wardrobe [large Lewis Thorndike Press, 9781410499257 1 \$22.49 \$22.49 10 \$17.62 \$15.86 1 Love in the library Tokuda-Hall Candlewick Press 9781536204308

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Sample invoice reflective of the 10% discount.

TOTAL

EXHIBIT E

Falcone, Eileen

From:	Black, Danielle <dblack@follettlearning.com></dblack@follettlearning.com>
Sent:	Thursday, April 20, 2023 10:33 AM
То:	Falcone, Eileen
Subject:	RE: RFP 23-2500-2EMF
Attachments:	23-2500-2EMP Lib Mat - Final 4-17-23_Redacted.pdf

Eileen,

To address your request regarding Responsible Offeror Certification:

Responsible Offeror Certification

- a. "Responsible offeror" means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
 Follett confirms.
- b. In determining whether an Offeror is responsible, the County will consider whether the Offeror has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Offeror for cause in the last five years; and whether Offeror or any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government agency. Follett confirms.
- c. As part of its proposal, Offeror must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Offeror defaulted. Follett confirms.
- d. As part of its submission, Offeror must certify that no government has terminated a contract with the Offeror for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Offeror for cause.

Follett confirms

e. As part of its submission, Offeror must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If Offeror cannot make such certification, Offeror must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred Offeror or Offeror's officer, director, partner, or owner from participating in any procurement on any federal, state, or local government body's contract. Follett confirms

- f. If the Offeror fails to submit certifications or explanations in accordance with this section, the Purchasing Division may require prompt submission of missing information and/or give a lowered evaluation of the proposal.
- g. The Offeror must notify the County immediately if the Offeror discovers that its certification was erroneous when submitted or has become erroneous.

Follett confirms

- h. The fact that an Offeror defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Offeror for cause in the past five years; or the fact that Offeror or any of its officers, directors, partners, or owners has been barred from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Offeror nonresponsible. Follett confirms
- i. If it is later determined that the Successful Offeror knowingly made a false certification, the County may terminate the contract for cause. Noted.

We will also need you to acknowledge in an email that you remove the paragraph on the 3rd page "Confidentiality". We are subject to FOIA requests, and you cannot declare the entire proposal confidential. Personal information such as Tab 3 is ok.

To confirm, we are not claiming all of Tab 3 as confidential. We are not claiming the entire proposal as confidential. We are only claiming the Financial Information portion of Tab 3, listed as pages 37-60 in the Table of Contents, as confidential and proprietary. I am attaching an updated redacted proposal to remove the statement on page 3.

Danielle Black Senior Bid Specialist <u>dblack@follettlearning.com</u> 708.884.6040

From: Black, Danielle Sent: Wednesday, April 19, 2023 3:52 PM To: Falcone, Eileen <fal51@henrico.us> Subject: RE: RFP 23-2500-2EMF

Good Afternoon,

Please see the attached redacted proposal.

To clarify, we are not claiming all of Tab 3 to be proprietary, only the Financial Information provided on paged 37-60.

Danielle Black Senior Bid Specialist <u>dblack@follettlearning.com</u> 708.884.6040

From: Krieger, Robert <<u>rkrieger@follettlearning.com</u>>
Sent: Wednesday, April 19, 2023 2:51 PM
To: Black, Danielle <<u>dblack@follettlearning.com</u>>
Cc: Haberthur, Jennifer <<u>JHaberthur@follettlearning.com</u>>

Subject: FW: RFP 23-2500-2EMF Importance: High

Case 01940611

From: Falcone, Eileen <<u>fal51@henrico.us</u>> Sent: Wednesday, April 19, 2023 2:47 PM To: Contentbids <<u>Contentbids@follettlearning.com</u>> Subject: RFP 23-2500-2EMF Importance: High

Good afternoon Ms. Eisenhauer.

We received your proposal for the above mentioned RFP. You have material in the proposal marked as confidential so you need to send me a redacted copy of the proposal as mentioned on page 1 of the RFP. We will also need you to acknowledge in an email that you remove the paragraph on the 3rd page "Confidentiality". We are subject to FOIA requests, and you cannot declare the entire proposal confidential. Personal information such as Tab 3 is ok. We need you to send a response to Sec.VI.L Responsible Offeror Certification.

I will need you to send this information to me by 10:00 a.m. 4/20/2023 via email.

Thank you

Eileen M. Falcone, CPFB Assistant Purchasing Division Director 804-501-5637 County of Henrico Division of Purchasing PO Box 90775 8600 Staples Mill Road Henrico, VA 23273-0775



VFollett

Empower Educators. Inspire Learning.™



A Proposal prepared for Henrico County Public Schools

Submitted in Response to: RFP #23-2500-2EMF – Library Materials and Services for Henrico County Public Schools

Due Date: April 19, 2023

Follett Content Solutions, LLC 1340 Ridgeview Drive McHenry, IL 60050 Phone | 888.511.5114 Fax | 800.852.5458

titlewave.com | follettlearning.com

Federal Tax ID | 87-2968865

ORIGINAL

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PERSONAL INFORMATION

This proposal may contain personal information about identifiable individuals such as the employment or educational history of the proposed resources. In consideration of receipt of this document, the recipient agrees that it shall not use or disclose to any other person such personal information for any purpose other than its evaluation of this proposal, without the express written consent of Follett as required or permitted by law.

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- TitlePeek®
- Titlewave®
- TitleWise®

All other brand names of products mentioned are registered trademarks or trademarks of their respective companies.

AFFILIATE PRODUCTS

The following products are owned by our affiliate company Follett School Solutions, LLC and are registered trademarks:

- Follett Destiny Discover®
- Follett Destiny® Library Manager



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TAB 1 – INTRODUCTION AND SIGNED FORMSCOVER LETTER

Please see our cover letter included on the following page on company letterhead per RFP instruction.





Rebecca Hardin, Education Specialist, Library Services Henrico County Public Schools 3820 Nine Mile Rd. Henrico, VA 23223

Dear Mrs. Hardin:

Follett Content Solutions, LLC ("Follett") is pleased to present the enclosed proposal to Henrico County Public Schools (HCPS) in response to your **Request for Proposal (RFP) #23-2500-2EMF** for **Library Materials and Services for Henrico County Public Schools**.

We understand that HCPS is seeking the services of qualified vendors to "supply approximately 90% of book, non-print resources, and related ancillary services for 72 school libraries and the Instructional Materials Center of Henrico County Public Schools (HCPS)" and that the district is also anticipating two new schools within the next five years.

Follett has extensive experience providing the following book jobbing and library-related services to K-12 schools:

- Providing the highest quality MARC records in the industry, with special attention paid to enhancements such as: the addition of reading levels, interest levels, annotations, and appropriate subject headings. (Specific information that relates to your District can also be added.)
- Offering quality titles from more than 6,000 publishers in an array of binding formats, including: paperback, publisher hardcover, and FollettBound.
- Offering a full range of customizable cataloging and processing options for books and media items to meet your specific needs, such as: barcode labels, spine labels, mylar jackets, and lamination for paperbacks.

We are also able to provide valuable online collection analysis tools within Titlewave® to support your collection development needs:

- A TitleWise[®] Collection Analysis tool, which provides insight on what areas of your collection need to be improved and helps you find new titles to meet your needs.
- A Diversity & Social Emotional Learning (SEL) Analysis tool that helps you discover, manage and report on over 40 diversity-related topics and 16 topics covering SEL.

Our experience in creating library collections also includes our New School/Large Order services. Our expert, specialized teams work together to ensure each collection is processed to the school district's exact specifications. We provide support from list creation to shelf-ready processing and delivery. We also help with unpacking, shelving, and cleaning away all packing debris for customers that require additional support.

Since 1873, educators have trusted Follett as a partner in the mission to build confident, independent, and well-rounded students. Backed by Francisco Partners, a leading global investment firm that specializes in partnering with educational technology businesses, we help educators unlock potential in more than 45,000,000 students worldwide.

Thank you for allowing us this opportunity. We look forward to partnering with Henrico County Public Schools. Should you have any questions, please feel free to contact me.

Sincerely,

Christopher Hutto

Sales Consultant 877.899.8550 x46436 chutto@follettlearning.com

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 23-2500-2EMF Library Materials and Services for Henrico County Public Schools.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
Follett Content Solutions, LLC
ADDRESS: 1340 Ridgeview Dr.
McHenry, IL 60050
FEDERAL ID NO: 87-2968865
SIGNATURE:
NAME OF PERSON SIGNING (PRINT): Sarah Eisenhauer
TITLE: Director of Bids, Proposals and Pricing
TELEPHONE: 888-511-5114
FAX: 800-852-5458
EMAIL ADDRESS: contentbids@follettlearning.com
DATE: 4/13/23

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Follett Content Solutions, LLC

This form completed by: Signature:

Date: 4/13/23

Title: Sarah Eisenhauer, Director of Bids, Proposals and Pricing

PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

□ SMALL BUSINESS

□ WOMEN-OWNED BUSINESS

□ MINORITY-OWNED BUSINESS

- □ SERVICE-DISABLED VETERAN
- □ EMPLOYMENT SERVICES ORGANIZATION

X NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, http://eva.virginia.gov.

eVA Registered? 🛛 Yes 🗆 No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C Virginia State Corporation Commission (SCC) Registration Information

The Offeror:

 \Box is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

 \Box is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

 \Box is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of \$13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: \Box

ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Follett Content Solutions, LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Tab 3 - Experience and Qualifications/ Financial Information	37-60	Financial Information

ATTACHMENT F DIRECT CONTACT WITH STUDENTS

Name of Offeror: Follett Content Solutions, LLC

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

□ ☑ None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;

And (select one of the following)

- ☑ None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.
- or
- □ One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.).

Signature of Authorized Representative

<u>Sarah Eisenhauer, Director of Bids, Proposals and Pricing</u> Printed Name of Authorized Representative

Follett Content Solutions, LLC

Printed Name of Vendor (if different than Representative)

TAB 2 – STATEMENT OF WORK

II. SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

The Successful Offeror(s) shall be a firm that has provided products and services to public school divisions for no fewer than two (2) years. The Successful Offeror(s) shall provide materials and services to meet the following minimum specifications for the following item categories. Item categories are lettered to assist Offeror(s) in preparing their response with respect to each requirement.

1. ITEM CATEGORIES

a. Hardback books:

i. Hardback books in a variety of bindings may be accepted, depending on availability, but school and library bindings are preferable and will be expected, unless out-of-print.

ii. Hardback editions will make up the majority of orders. There will be no substitutions of paperback books or spiral bindings for hardback requests unless expressly stated.

Follett complies.

iii. These titles shall be available from a web-based catalog with assurance of 90% or better fulfillment and delivery within 35 business days of receipt of order.

Follett will make all commercially reasonable efforts to meet the delivery dates set by the district. Supply chain disruptions continue to cause unanticipated delays outside our control and therefore our current shipping time has increased. We apologize for any inconvenience this may cause.

iv. All bindings shall be guaranteed from defects for a minimum of one (1) year.

Follett guarantees our publisher hardcover binding and FollettBound book binding for a minimum of one (1) year. FollettBound books have a lifetime guarantee, and will be replaced due to any binding failures and defects (normal wear and tear excluded).

Please note: Only titles that are still in print when the request is made shall be eligible for replacement, as determined by Follett in its sole discretion.

PUBLISHER HARDCOVER BINDING GUARANTEE

Publisher hardcover books will be replaced due to any binding failures and defects (excluding normal wear and tear) for one year. Only titles that are still in print when the request is made shall be eligible for replacement, as determined by Follett in its sole discretion.



b. Pre-bound books:

i. Pre-bound books shall constitute two additional categories of books requested. The two categories of pre-binds shall be:

- Hardcover bindings of new trade books and
- Hardcover bindings of new paperbacks which have been pre-bound to ensure longer life.

Follett complies.

ii. These titles shall be available from a print or web-based catalog with assurance of 90% or better fulfillment and delivery within 35 business days of receipt of order.

Follett will make all commercially reasonable efforts to meet the delivery dates set by the district. Supply chain disruptions continue to cause unanticipated delays outside our control and therefore our current shipping time has increased. We apologize for any inconvenience this may cause.

iii. All bindings shall have a lifetime warranty from any defects.

Follett offers a lifetime guarantee on our FollettBound book binding, but does not offer a lifetime guarantee on paperback or publisher hardcover book bindings.

FOLLETTBOUND BOOK BINDING GUARANTEE

We know that wear-and-tear takes its toll on books, so Follett supplies over 80,000 FollettBound[®] titles that are pre-bound according to strict standards and will withstand countless circulations. FollettBound books represent an exceptional value when selecting titles for your library as well as your classroom. Every FollettBound binding is also accompanied by a lifetime guarantee! FollettBound books will be replaced due to any binding failures and defects (normal wear and tear excluded). Only titles that are still in print when the request is made shall be eligible for replacement, as determined by Follett in its sole discretion.

FollettBound books are available in both glued and sewn formats. Glued books include durable, double fan binding to enhance strength and durability. Sewn books are created with a high-strength polyester thread, which improves durability and leaves the book easy-to-open.

Features of FollettBound books include:

• Warp-free binder boards

• Polyester-laminated covers

- Photo-quality color covers
- Acid-free polyester end sheets
- Square-back spines

LIBRARY BINDING INSTITUTE SPECIFICATIONS

The Library Binding Institute (LBI) has created specifications for pre-bound and reinforced paperback titles. Our FollettBound bindery works diligently to ensure that our titles meet these specifications.



LBI specifications, such as the use of library sewing, squared corners, illustrated covers, superior cover protection, the use of durable and flexible adhesives, and reinforced cloth end sheets are all examples of specifications that are followed when creating FollettBound books.

c. Paperback books: Paperback books and paper "big books" (softbound books that measure 15" x 18" or larger) may be requested but should never serve as substitutes for hardback or pre-bound titles.

Follett complies.

d. Non-Print Resources: CDs, DVDs, Software, and Playaways/GoReaders may be ordered.

Noted.

B. SPECIFIC REQUIREMENTS

The Successful Offeror(s) will send Machine-Readable Cataloging (MARC) records for titles shipped in the order only. MARC records will not contain titles that were not shipped. Purchase orders from HCPS will be placed and filled by the Successful Offeror(s) according to the following specifications.

1. Library Automation System: SIRSI Symphony Workflows, current version 3.6.2 (upgrading to 3.7.1)

Noted.

- 2. MARC record specifications:
 - a. Format: MARC21 is preferred but the USMARC MicroLIF protocol (post 1991 format) is acceptable.

b. Data files must strictly conform to MARC21. Data file name must be Marc.001 or Microlif.001.

c. Every MARC record will contain shelf list information, review sources, full annotation, complete subject headings, and added entries as specified in Appendix 2.

d. The preferred delivery method for bibliographic records is electronic. Transmission subject line should include the school's name, purchase order number, and order name.

e. Electronic transmissions of bibliographic records should include title, author, call number, barcode number, book order number or ISBN, total number of bibliographic records, total number of items, and name of school.

f. Bibliographic records will NOT be supplied for items not shipped.

g. A separate download is required for each purchase order and downloads will be identified in the subject line with school name, purchase order number, and order name.



h. Records will adhere to the latest cataloging code and MARC21 specifications.

i. All records must contain leaders coded according to MARC21 rules.

j. Records must contain 001s, which represent unique keys. All 001s must be prefixed by a 3-letter code, which is not currently in use by the Library of Congress (LC). The only exception to this will be LC source suppliers in which the vendor has duplicated the 010 and the 001.

k. All LC source records must contain the LC 010 field.

I. All records must contain fully coded 008 fields and 007 fields, where applicable. 008s for non-LC records should contain "d" in the source field.

m. No files that contain CIP or partial records will be accepted.

n. Records submitted must contain a 520 field.

o. Records submitted must contain the 505 table of contents where applicable.

p. Call numbers must be abridged Dewey and include three letter Cutters.

q. Bibliographic records will use Library of Congress Subject Headings for subject headings. LC Children's headings are acceptable, but not as a substitute for LC headings. LC Children's headings are to be used only when different from LCSH.

r. Bibliographic records will use Library of Congress genre/form terms in the 655 field where applicable.

s. Cataloging will adhere to "HCPS" Cataloging Specifications (Appendix 2) and will include a fully developed 949 field (holdings field) adhering to all specifications in Appendix 2 of this request for proposal. These MARC records will successfully load into the SIRSI current version 3.6.2 (upgrading to 3.7.1) library automation system.

t. Bibliographic records for ALL orders will be sent to HCPS Library Services, not to the school. The electronic records must arrive on or before the day the ordered items arrive. Send bibliographic records by electronic download to:

Amanda Allgood, Information Specialist Cataloging and Technical Processes H

CPS, Library Services

alallgood@henrico.k12.va.us

Follett complies.

3. MARC local holdings field specifications:

a. Local holdings field should be 949.



b. 949 field should be formatted as described in Appendix 2.

Follett complies.

- 4. Barcode specifications:
 - a. Barcodes will adhere to the Code 39 symbology, with MOD 10 for the check digit.

b. Item barcodes are to start with the digit "5" followed by 5852 (system code) with the remaining nine digits forming the unique item number.

c. Barcodes should display the following information: Henrico County School Libraries, call number, title, and barcode number.

Follett complies.

d.	Barcode labels will be polyester and adhere to the following:					
	SIZE: 2 x 0.7	5				
	DENSITY:	9.4 срі				
	ADHESIVE:	1.5 mil				
	VARIANCE:	No more than 2%				

Follett's barcodes are paper labels, their size is 1 x 2.5 inches. Variance will be no more than 2%.

e. Two identical barcodes, with label protectors, are to be attached to each item according to the HCPS processing specifications (see below).

Follett complies.

5. Assignment of barcodes for each order:

Successful Offeror(s) must contact the Cataloging Librarian directly to be assigned a range of barcode numbers from which they are to sequentially assign numbers. Phone number: (804) 652-3743. Email: alallgood@henrico.k12.va.us.

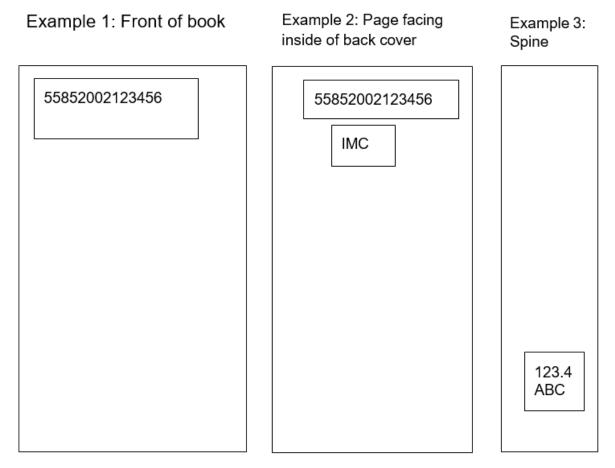
Follett complies.

- 6. Processing specifications:
 - a. HCPS will purchase shelf-ready books and audiovisual materials.

Noted.



b. Barcodes and spine labels should be affixed as shown in Example #1 and #2 (barcode labels) and Example #3 (spine label.) Apply first barcode and affix spine label to audiovisual materials as shown in example #1 and #3. Second barcode and property stamp should be unattached.



Barcodes and spines will be affixed as shown in Example 1, 2, and 3 above.

Follett does not provide stamping services. We can offer a white label that will contain the information provided by the district.

c. The first barcode should be placed horizontally, in the upper left corner of the front cover. A second barcode should be centered at the top of the page facing the inside of the back cover.

d. Each item should be property marked, centered at the top of the page, facing the inside of the back cover, no more than one inch under the second barcode.

e. Spine labels must contain a call number as specified in Appendix 2 and be affixed 1.5 inches from the bottom of the label to the bottom of the book. No school name should appear on the spine label.

f. Mylar covers will be attached (taped) on books with dust jackets.



g. Provide audiovisual materials in appropriate reinforced cases.

Follett complies.

7. Barcode and spine labels will be covered with plastic label protectors except on books with dust jackets. Mylar covers will be placed over dust jackets so no label protectors are needed. Shipping requirements:

a. Shipments must be inside delivery only to the following address:

Acquisitions Assistant Henrico County Public Schools Library Services 3820 Nine Mile Rd Henrico, VA 23223

c. Each box must be clearly labeled with the following in plain sight on the outside of each shipping container: the district's purchase order number, the supplier's invoice number, and the invoice enclosure notification.

Follett complies.

d. Each order should include a packing slip arranged in line-item order that matches the original order. Packing slip must show for each title the number of copies and title, and should also show author, publisher, unit list price, rate of discount, net unit price, and extended net amount, and book order number/ISBN (if available).

Follett complies.

e. Fill, in one shipment, all copies of any one individual title ordered at the same time.

e. Fill, in one shipment, an order for a multi-volume set when all volumes were ordered at the same time, and all are in print.

Follett complies.

8. Billing and invoicing requirements:

a. Report items not available. An individual report should be furnished on each title ordered that is either temporarily or permanently unavailable from the publisher at the time the order is received.

Follett complies.

b. Invoice each order separately. All invoices must be submitted and arranged in line- item order that matches the original order. Invoice must show for each title the number of copies, title, author, publisher, unit list price, rate of discount, net unit price, and extended net amount, and book order number/ISBN (if available).

Follett complies.



Follett can also accommodate your invoicing request and include the following information on invoices: Item Number, Title, Author, Publisher, P.O. Number ("ISBN", this column title will be corrected), Quantity Backordered, Quantity Shipped, List Price, Discount Percentage, Unit Net Price, and Net Price. Please see the example below.

	tve . McHenry, IL 60050 14 . 815.578.4592 .815.578.4580											
SOLD TO:			SHIP TO:									
CUSTOMER #	P.O. HUMBER		SHIP GATE		SALE			ASE REPORT AND		TERMS		
					_	_	WITH	REPANCES N 98 DAYS OF RECEIP1	Ĺ		_	
NUMBER	TITLE	AUTHOR	PUBLISHER	P.O. HUMBER		QTY BO	GTY SHEP	LIST	Disc %	UNITHET	PRO	
	FOR EFFORTLESS OF LOGIN TO YOUR THE RETURN FOLICY: IN TO ANY CURCHTER BY AFTER BACKIPT BY RETURN OR CANCEL EFRORS SOLLY AT FROCESSING SHALL STAKETING, LANEL DY FOLLETT IN IT FLEASE CONTACT OF REGARDING THIS S FLEASE SERVICE FROM FROM SERVICE FROM SERVICE F	TLENAVE ACCOUNT DOR/CONTENT ORD DEFOCESSING, E THE CUSTOMER, LATION, EXCLUDI TRIDUTADLE TO F INCLUDE, BUT I SPILE TO AND AND SOLE DISCUSSION SOLE DISCUSSION SOLE DISCUSSION SOLE DISCUSSION SOLE DISCUSSION SOLE DISCUSSION ENAULT STOLED FLOATION OF FA SCLUDING ALPHA	AT WWW.TI ERG THAT HE ITHER PRICO MADE NOT EL MG MATERIA OLLETT. CO IN OT LIMET RARCODING COM. WITH ANY 1 FUTURE CON- TIONS. DR. 700-004 AMERVICES FO LETT CONTES. . BOX 7410 CAGO, IL PHENT, PLES CHARACTERS 22, ALL CU	LENAVE. COM WE DEEN SU 1 TO SHIFNER STORE AND SHIFNER PROCESSING PROCESSING PROCESSING NOTIFIES NOTIFIES SISO LEFTLEAPON T SOLUTION ST SOCTORES FUR TOMERS FUR	INT OR	M						
		DWOICE COP										

Updated Invoice



c. Clearly print the purchase order number on all invoices.

d. Payment of invoice will be made when all discrepancies between items ordered, and items received have been corrected.

e. Invoices shall be mailed to the following address: Henrico County Public Schools

P.O. Box 23120 3820 Nine Mile Road Henrico, VA 23223-0420

Follett complies.

9. Purchase Orders:

a. The following set of instructions will be printed on all purchase orders being sent to the Successful Offeror(s) which are to be shipped to Library Services.

SUPPLIER: ONE SHIPMENT ONLY – NO BACK ORDERS

DO NOT EXCEED PURCHASE ORDER AMOUNT

Henrico County Public Schools use the specifications listed in this document for MARC records and processing. The Successful Offeror(s) will keep these specifications on file and apply them to all orders. The following statement may be printed on purchase orders sent to the Successful Offeror(s) for processed library materials and MARC records:

BARCODE, SPINE LABEL, AND MARC RECORD AS PER HENRICO COUNTY PUBLIC SCHOOL SPECIFICATIONS

b. Each MARC record electronic notification must be labeled with school name, purchase order number, and order name.

c. Purchase order amount includes print and non-print materials, processing cost, MARC record download, and shipping charges (if applicable).

Follett complies.

10.	Service	requirements:
10.	Service	requirements.

a. Confirmation of order (timeline):

i. The Successful Offeror(s) will provide an immediate, automatic email confirmation notice stating the order has been received.

ii. Only one shipment will be accepted to complete an order. There will be NO back orders unless specifically noted on the purchase order.

iii. Shipping of orders will be FOB destination. Only inside deliveries will be accepted.



Follett complies.

b. Conditions of Order Rejection:

Orders may be rejected in whole or in part and returned to the Successful Offeror(s) at the Successful Offeror's expense under the following conditions:

i. Books in an order that are defective, damaged, substituted editions or titles for those specified, or otherwise not in compliance with the original order request.

ii. Books that have been processed incorrectly may be returned for adjustments to the problem area (barcode, spine label) at the district's discretion.

iii. Unauthorized shipments for orders which were not confirmed or were received after the thirty-five (35) business day fulfillment window had expired or a second shipment on an order (where backorders are allowed).

Follett complies.

c. Return policy:

The Successful Offeror(s) shall agree to accept the return of books found by HCPS to be defective, damaged, or not as ordered. The Successful Offeror(s) will:

i. Issue credit statement within 10 days of notification and/or return of material in question,

Follett complies.

ii. Supply prepaid mailing labels for returned items that result from their error,

District libraries should contact Customer Service for claims and for the status of their order, as well as any returns or exchanges. Customer Service will arrange for prepaid mailing labels for returned items.

iii. Ship replacement items immediately, not waiting for return of defective, damaged, or not as ordered.

Follett will replace or issue credit for any books, audiovisual materials, or other products that are defective, damaged, or incorrectly processed.

FollettBound books will be replaced due to any binding failures and defects (normal wear and tear excluded). Only titles that are still in print when the request is made shall be eligible for replacement, as determined by Follett in its sole discretion.

Orders that have been subject to any customized processing, either prior to shipment or after receipt by the customer, are not eligible for return or cancellation, excluding material processing errors solely



attributable to Follett. Customized processing shall include, but is not limited to, stamping, label application and barcoding, as determined by Follett in its sole discretion.

d. Current title availability:

The Successful Offeror(s) shall provide a complete online listing of titles available, updated at least semi-annually.

Titlewave.com, Follett's online ordering and collection development website, is updated daily with available titles.

Titlewave is the most powerful online collection development and curriculum support resource available for your school, library, or classroom needs. Titlewave allows you to search across 12 million PreK-12 appropriate books, from picture books for young readers to timeless classic literature. You are also able to create lists of books, audiovisual materials, and other educational materials.

e. Rush order service:

The Successful Offeror(s) shall provide details of "rush" order service capabilities via phone, fax or online order submission to include all required elements of this request for proposal.

Follett accepts rush orders if processing is not required and the titles are available.

f. Customer support:

i. The Successful Offeror(s) shall provide a toll-free customer service telephone number and an email address through which HCPS can receive assistance during normal business hours.

Your schools will be assigned a dedicated customer service representative. Kasandra Walas is available to assist with questions pertaining to the availability of titles, order status, shipping status, and any special requests you may have that are unique to your district.

<u>Contact Information</u> Phone: 877.899.8550 x48017 Email: <u>kwalas@follettlearning.com</u>

Our **Customer Service Team** is available to assist you with questions pertaining to the availability of titles, order status, and shipping status. They are ready to assist with any special requests that are unique to your District. You can reach them directly at 888.511.5114 (option 1), Monday – Friday from 7am – 5pm CST or via email at <u>customerservice@follettlearning.com</u>. Our goal is to respond to any inquiries within 24 hours.



ii. The Successful Offeror(s) shall provide a local representative to address County specific issues.

Your schools are provided a dedicated sales consultant. Christopher Hutto is available to answer questions and assist you by providing guidance and expertise in the area of selecting a wide range of educational materials to support your educational strategies.

<u>Contact Information</u>: Phone: 877.899.8550 x46436 Email: <u>chutto@follettlearning.com</u>

g. Any questions regarding processing should be directed to the Educational Specialist, Library Services (804-652-3700), and not individual school librarians.

Follett complies.

h. The Successful Offeror's proposal should make all processing specifications known to his/her own processing department in order that they may adjust records for all schools in the district.

Follett complies. Please see **Appendix A & B** for further details regarding Cataloging & Processing options.

C. OPENING DAY COLLECTIONS - REQUIREMENTS FOR NEW SCHOOLS

1. The Successful Offeror(s) must be able to store the entire book order until the new school building is complete. This will apply without charge for a window of at least 180 days.

Follett complies.

If you will not be ready to receive your order as scheduled (due to construction or another type of delay), Follett can store your order at our service center at no charge until you are ready. Simply call us when you are ready, and we'll make arrangements to have the order shipped immediately.

2. Bibliographic records for the order will be sent to HCPS Library Services electronically, not to the school. The records must arrive six working days before the day the ordered items arrive.

Once your order has shipped, Follett conveniently delivers your MARC records to your Titlewave account. You can log into Titlewave.com and go to **Order History** > **MARC Downloads** or follow the link in your notification email to access the MARC Downloads page. You can then download your file with three easy clicks.

3. The Successful Offeror(s) will enclose a packing list for items in each box to expedite the check-in process.

Follett complies. Packing slips are included with each box.



4. The Successful Offeror(s) will assist with planning for the arrival of the opening day collection.

Follett complies.

A **New School/Large Order (NSLO) Coordinator** will be assigned to assist your Librarian/Media Specialist throughout the entire ordering process. They will help them to review the order, verify any processing and cataloging selections, and go over the White Glove Delivery checklist to ensure that the delivery details are accurate. The checklist must be completed in order for Follett to make the delivery arrangements. The Coordinator will also confirm with the Librarian/Media Specialist that the school has received its Certificate of Occupancy. Your Librarian/Media Specialist should also discuss with the Coordinator the necessary shelf height parameters for the collection being provided.

Beth Diehl is your dedicated Coordinator.

<u>Contact Information</u> Phone: 877.899.8550 x480003 Email: <u>bdiehl@follettlearning.com</u>

5. The Successful Offeror(s) will assist with on-site delivery and placement of opening day collection.

As part of our special offer for HCPS, Follett will provide **free onsite shelving assistance**. As an extension of our White Glove delivery service, we will arrange for our team of workers to help you receive your order shipment. They will stage boxes, shelve your collection using the provided shelf markers, and clear all packing debris—resulting in a well-organized, fully functioning library.

***Please Note:** This special offer is contingent on HCPS submitting an initial purchase order for a New School collection that exceeds a minimum of \$75,000.00. The expiration date to utilize these incentives is 6/30/2024. The voucher/credit being offered is excluded from this expiration date. A lower initial purchase order amount may affect the incentives being offered in this proposal.

6. The Successful Offeror(s) must be able to provide a written guarantee of delivery date.

Follett complies. Your order will be delivered on the date you specify.

7. The Successful Offeror(s) will ship the opening day collection in one shipment in exact Dewey sequence within 30 days if necessary.

Our commitment is to ship at least 95% of desired, available titles ordered. A purchase order should be received by Follett Content Solutions, LLC a minimum of sixty (60) days prior to shipment of the new school order. "Publisher Out of Stock" and "Out of Print" titles do not apply to this commitment.

Shipping Disclaimer: Supply chain disruptions continue to cause unanticipated delays outside our control and therefore our current shipping timeframe has increased. We apologize for any inconvenience this may cause.



D. TELEMARKETING

Librarians are not authorized to respond to any telemarketing offers for special purchase or preview programs. All library material purchased for HCPS will be made through the Successful Offeror(s) who are approved through the library RFP or who are registered as a sole source provider. Please direct the appropriate party/division that all HCPS be removed from any telemarketing databases in use by your company.

Follett complies.

E. SERVICE AMENITIES

The Successful Offeror(s) will supply the following:

1. Provide the name of a specific company representative for the HCPS' account to assist with adjustments or coordination of transactions.

2. Provide a representative to meet with librarians individually and/or in groups at the beginning of each school year and upon request to provide training for on-line ordering and to resolve any issues that may arise.

3. Provide a representative to assist with HCPS based projects including but not restricted to collection development and acquisitions.

Your dedicated sales consultant, Christopher Hutto, will be available to assist with online training and will assist in any projects that may include collection development and acquisitions.

You can also visit <u>www.titlewave.com/go/tutorials</u> to view online video tutorials that cover how to handle key tasks and navigate all the great features Titlewave has to offer.

4. Provide annual detail to HCPS (specifying final type: local/county) regarding the following transaction information with the Offeror: number of items shipped, total net dollars invoiced for product shipped, total list price dollars for product shipped, average net unit item price for product shipped, and average number of copies ordered per title.

Titlewave provides Order History. You will have the ability to track your orders online from start to finish by looking at the current status, as well as the history. In addition, you will be able to print invoices and locate exact shipping information.

5. Provide a web-based order development system with the capability to save, retrieve, and print orders linked to an individual user and password.

Titlewave can be used to access and print order information.



6. Provide a web-based order development system with user initiated collection analysis tools to all schools in the district at no charge, including book reviews, ability to search for items by series, item type, subject, Dewey, and reading level. It is preferred that said collection and analysis tools are able to be accessed and run at the discretion of HCPS personnel.

Titlewave provides users with free collection analysis tools, book reviews, and search functionality.

7. Provide a web-based order development system with collection development tools correlated to Virginia Standards of Learning. Internet editions of electronic ordering systems must allow for collection development, including the following searching parameters: keyword, reading level, interest level, review source, AR, Virginia SOL number (Grades K-8), number of pages, etc.

Titlewave provides users with free collection development tools, including advanced search features. These features do not include state standards or SOL numbers. Users will have to apply their standards when using these tools.

8. Offer free shipping and handling for all HCPS orders.

Follett Content Solutions offers FREE shipping and handling on all orders other than textbooks, hardware or barcode orders within the contiguous United States and its territories. Standard shipping rates will be applied to any barcode orders.

9. Offer free item processing for all HCPS orders.

Follett complies. Please see Tab 7 – Pricing/Cost Proposal for details.

10. Offer free cataloging (full MARC21) for 100% of all books and non-print materials, to be delivered electronically.

Follett complies. Please see Tab 7 – Pricing/Cost Proposal for details.

11. Price quotes in lists will be guaranteed for 60 days.

Follett complies.

Any list created in Titlewave can also become a priced quote with a click of a button. That quote will be honored by Follett for 60 days.

12. Successful Offeror(s) will not charge additional fees for books not normally carried in inventory, titles with little or no discounting, or those from small publishers.

Follett complies

13. Successful Offeror(s) can accept single purchase orders.

Follett complies.



14. Successful Offeror(s) can and will confirm all orders with an immediate, automatic email confirmation notice stating that the order was received.

Follett complies.

F. TRAINING:

The Successful Offeror shall provide training to HCPS personnel in the use of the web- based automated ordering system offered (if available) as described in the scope of services section of this document at no additional cost to HCPS.

Your dedicated sales consultant, Christopher Hutto, will be available to assist HCPS with online training on using Titlewave.

Follett also offers a free, online support resource for customers to learn more about Follett products as well as Titlewave called the Follett Community. By visiting <u>https://www.follettcommunity.com/s/</u>, you can browse a knowledge base of resource materials, tutorials, training videos and discussions.



Follett Community – Homepage

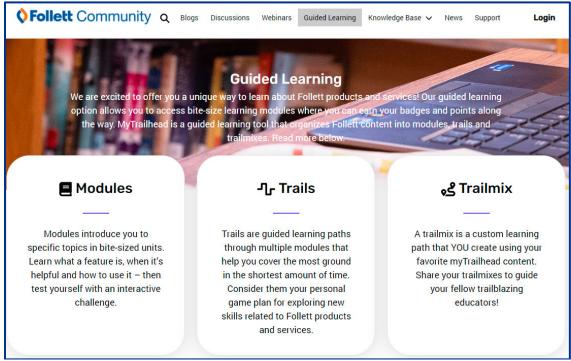
MYTRAILHEAD

You can also access free webinars and **MyTrailhead**. MyTrailhead is a unique way for customers to learn about Follett products and services! This guided learning option allows you to access bite-size learning modules where you can earn badges and points along the way. MyTrailhead is organized into modules, trails, and trailmixes.

• **Modules** introduce you to specific topics in bite-sized units. You can learn what a feature is, when it's helpful and how to use it—then test yourself with an interactive challenge.



- **Trails** are guided learning paths through multiple modules that help you cover the most ground in the shortest amount of time. You can consider them your personal game plan for exploring new skills related to Follett products and services.
- A **Trailmix** is a custom learning path that YOU create using your favorite MyTrailhead content. You can share your trailmixes to guide your fellow trailblazing educators!



Follett Community – Guided Learning Tab

With MyTrailhead, you can also submit cases for technical support, customer service, and Titlewave assistance. You have the ability to add attachments and provide details on issues to assist the support team in resolving your issue.

TRAIL: TITLEWAVE ESSENTIALS FOR EDUCATORS

MODULES:

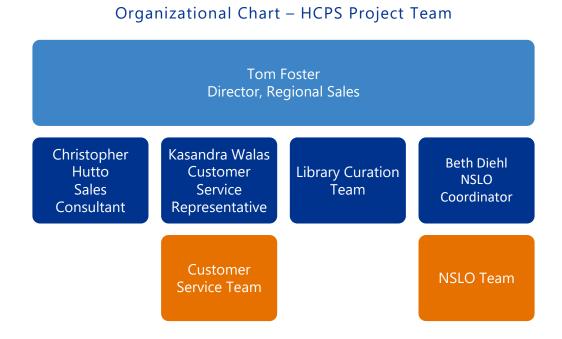
- Introduction to Titlewave
- Searching and Navigating Titlewave
- o Creating Lists and Placing Orders in Titlewave



TAB 3 – EXPERIENCE AND QUALIFICATIONS

In this tab, Offerors should demonstrate the Offeror's and their staff's qualifications and experience in providing services as requested in this Request for Proposal. Offerors should submit all resumes of key staff that will be providing services for this Request for Proposal. This information shall include their length of time with your firm. At a minimum, proposals should contain information on their firm's experience with proposed library automation, number of years in business, experience in PreK-12 market, experience with installing/implementing a project of this size in a Prek-12 environment, and the number of employees proposed for the ongoing maintenance of the proposed solution. Offerors shall provide evidence of financial stability. Offerors may be required to submit letters of bank references, letters of credit, and validated year-end financial statements, or other evidence of corporate strength.

Sub-consultants – Information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications. (If Applicable)



KEY STAFF

For HCPS, Christopher Hutto will serve as the point of contact. He will work directly with the District to better understand your specific needs and provide guidance on selecting titles and managing budget. Tom Foster, the Regional Sales Director for the area, will assist Christopher as needed as you progress through the project tasks.

Kasandra Walas will serve as the dedicated customer service representative for HCPS. She will provide additional support once an order is placed with Follett. She will assist with questions pertaining to: title available ability, order status, shipping status, and any special requests you may have that are unique to your district.



Beth Diehl will serve as the dedicated New School/Large Order Coordinator for HCPS to support your librarian(s) throughout the New School project.

The Library Curation team will work directly with Christopher, Beth, and the HCPS librarian(s) to curate specific title list(s), if needed.

Follett is not proposing any sub-consultants to be used for this project.



RESUMES

Christopher Hutto (804) 9

(804) 912-7429 chutto@follettlearning.com Williamsburg, VA

SALES CONSULTANT

EXPERIENCE

SALES CONSULTANT (SEPT 2015 - PRESENT)

Follett – McHenry, IL

- Provide library and classroom solutions for K-12 schools in Washington D.C. and Virginia.
- Partner in education with Virginia schools for nearly 11 years.
- Provide Professional Development services for librarians and classroom teachers.
- Provide site- and district-level consultations to align content to curriculum goals.
- Partner with districts by providing data driven solutions and data driven library improvement plans.

OUTSIDE CONSULTANT (MARCH 2010 - SEPTEMBER 2015)

Varsity Brands (Herff Jones of Virginia)

• Partnered with schools across Virginia to commemorate and elevate student achievement.

EDUCATION

VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY (VIRGINIA TECH) - BLACKSBURG, VA

B.S., Minor in Leadership Studies

Virginia Tech Corps of Cadets Alumnus



Thomas Foster

(815) 404-6589 tfoster@follettlearning.com Lakewood, IL

DIRECTOR, REGIONAL SALES

EXPERIENCE

DIRECTOR, REGIONAL SALES (MAR. 2015 - PRESENT)

Follett – McHenry, IL

- Responsible for hiring, training, and managing Education Sales staff for Eastern Region, reporting directly to Vice President of Sales.
- Works collaboratively with Senior Leadership to enhance the selling process.
- Strategizes with other Sales Consultants to effectively target customers.
- Coaches Sales Consultants to expand industry influence with analytical planning sessions.
- Collaborates with districts to advocate for additional funding through numerous grants and assist with analytical interpretation of existing education materials.
- Consults with administration to understand their needs and show benefits of services and products to increase learning.

DIRECTOR OF SALES - NATIONAL ACCOUNTS (JAN. 2012 - MAR. 2015)

Fort Dearborn Company – Elk Grove Village, IL

- Responsible for the sales of pressure sensitive, cut and stack, full-body shrink and roll-fed labels across 12 manufacturing plants in North America for a privately held company.
- Oversaw the National Accounts sales group (one Group Coordinator and five Sales Representatives), which was responsible for \$200M of the \$365M in sales and markets include food and beverage, personal care, nutraceutical, spirits, and paint.
- Managed the 2014 budget of over \$85M. Customers included Quaker Oats, Diageo, Morton Salt, Colgate, P&G, and Scotts.

DIRECTOR OF SALES - TUBES (JAN. 2006 - AUG. 2012)

Silgan Plastics – Woodstock, IL

- Responsible for all sales, marketing and product development activities in extruded plastic tube and closure business in a \$600M division of NYSE firm.
- Grew revenue from \$30M to \$45M on output of two manufacturing facilities.
- Oversaw four Account Managers, three Customer Service Representatives, one Graphics Coordinator, and one Product Development Manager.
- Customers included: L'Oreal, Johnson & Johnson, Unilever, Merck, and Clorox. Negotiated a four-year contract with Johnson & Johnson for \$22M annually

EDUCATION

ST. JOSEPH'S UNIVERSITY - PHILADELPHIA, PA

B.S., Marketing



Elizabeth Diehl

(708) 884-8003 bdiehl@follettlearning.com McHenry, IL

NEW SCHOOL/LARGE ORDER COORDINATOR

EXPERIENCE

New School/Large Order Coordinator (July 2017 - Present)

Follett – McHenry

- New School and Large Order project coordinator for FSS Customers, Account Managers, Service Center and Support Services.
- Obtain, manage, and maintain unique customer specifications for processing and cataloging.
- Prepare sample materials for opening new and reconfigured schools
- Customize library Genre solutions.
- Maintain Salesforce Dashboard for all projects and cases.
- Respond to and resolve product and service inquiries.
- Research and resolve order and shipping inquiries.

DEDICATED CUSTOMER SERVICE REPRESENTATIVE (FEBRUARY 2006 - JULY 2017)

Follett - McHenry

- Acted as primary contact for FSS Customers, Account Managers, Service Center and Support Services.
- Managed customer accounts, profile specifications and order fulfillment.
- Responded to and resolved product and service inquiries.
- Researched and resolved order and shipping inquiries.

EDUCATION

JOHNS HOPKINS UNIVERSITY - BALTIMORE, MARYLAND

Graduate Courses – Masters of Administrative Science

SWEET BRIAR COLLEGE - SWEET BRIAR, VIRGINIA

B.A. Political Economy/International Affairs



Kasi Walas

(708) 884-6418 kwalas@follettlearning.com McHenry, IL

DEDICATED CUSTOMER SERVICE REPRESENTATIVE

EXPERIENCE

DEDICATED CUSTOMER SERVICE REPRESENTATIVE (MAY 2019 - PRESENT)

Follett - McHenry, IL.

- Handles incoming calls from prospective customers.
- Assists customers effectively by solving customer disputes.
- Provides customers with additional information as needed to support resolving their issues.
- Completes supporting paperwork and data entry, as required.
- Accurately captures and records customer information.

MEMBERSHIP MANAGER (JULY 2018 - MARCH 2019)

Heartland REALTOR Organization – Crystal Lake, IL.

- Input new REALTORS into system, and managed a team to assist with setup.
- Planned orientation classes for new REALTORS.
- Handled catering services and set up equipment for board meetings and continuing education classes.
- Scheduled upcoming classes that worked with instructors' schedules.
- Used office equipment such as fax machines, copiers, computers, printers, and mail room machines.
- Daily use of Microsoft Office 2016 programs such as PowerPoint, Excel, Outlook, and Word Order supplies for the office.
- Completed audits at surrounding offices to ensure lockboxes are correctly used and not misplaced.

EDUCATION

MCHENRY COUNTY COLLEGE - CRYSTAL LAKE, IL.

Coursework completed towards Associate in Arts (A.A.), General Education



EXPERIENCE WITH THE PRE-K-12 MARKET AND SIMILAR PROJECTS

Since 1873, educators have trusted Follett as a partner in the mission to build confident, independent, and well-rounded students. Today, we support more than 45,000,000 students in 180 countries as a leading provider of educational materials and technology solutions to Grades PreK-12 schools.

Follett has been providing library materials and related services to the educational market since the Follett Library Book Company was created in 1940. Due to our decades of experience, librarians look to us for support when they are working to build upon or maintain their library collections. From our vast title selection to our specialized services, we help schools make their libraries centers for learning and discovery.

Over the past school year, we have provided over 647 large library projects (including 151 Opening Day Collections) for schools across the United States, with a total value of over \$38.7M. Overall, these projects resulted in over two million units being shipped directly from our service center. For these projects, our inhouse team of library curation experts created more than 176 custom lists that were curated to our customers' exact specifications.

Follett is committed to providing content solutions that work with the district's current system, SirsiDynix[®]. We work with many customers who have SirsiDynix as their library system software, and we have not encountered any reoccurring problems.

On all book jobbing, library collection development, and New School projects; our team members work together in a united effort to understand specific customer needs in order to provide the best products and services.

Our **Sales** team members are thoroughly knowledgeable about state requirements for school libraries and any state or federal changes that could affect school curriculum. They support our customers by collaborating directly with school staff members and consulting with district and state-level administration to fully understand their needs. They work diligently to share their expertise in selecting a wide range of educational materials so that our customers can make informed purchasing decisions.

Our world-class **Customer Service** team members are dedicated to helping educators and administrators manage and leverage their resources, so they can provide the best possible learning experiences for students. Since our focus is on K-12 school districts, our team members are highly familiar with the issues faced by our K-12 customers. Our Customer Service team assists customers by answering questions pertaining to the availability of titles, order status, shipping status, and any special requests that are unique to their district.

Our **New School/Large Order (NSLO**) team of experienced Coordinators was specifically put together to work directly with you on your library collection, large order, or classroom project. They handle communicating with you about the needs and requirements for your order, handing off your reviewed and approved order to our service center team for fulfillment, and working with your dedicated Sales Consultant on the collection delivery details.



Our **Library Curation** Team is a team of Masters-degree holding former educators and librarians. Our team has over 40 years of combined experience in selecting titles for our customers. By working collaboratively with Sales team members and their library customers, the Library Curation Team is able to build customized solutions of books and materials for school libraries. To keep up with growing trends and stay informed on school library needs, our team listens to webinars, reads articles and reviews within library journals, attends annual conferences, and most importantly meets with hundreds of publishers throughout the year to preview up-and-coming releases and provide feedback. With this knowledge, the team also takes into careful consideration the copyright date, popularity, reviews, favorite authors, knowledge of the publisher, overall book design, and text features when selecting titles.

PROJECT EXAMPLES:

For the project examples that have been provided in the tables on the following pages, Follett's Library Curation, New School/Large Order (NSLO), Service Center, and Sales teams worked collaboratively to address each customer's specific needs. Their overall teamwork on these projects has been summarized in the following steps:

Step 1: To begin each of these projects, Follett Sales team members met with the District to get a better understanding of their unique content needs and capture that information to share with the other Follett teams. The Sales team members then met internally with the Library Curations Team to determine which curation expert would be most applicable to the project based on their specific experience and background knowledge of the grade levels of the new school.

Step 2: The Library Curation team member (or members in some cases) assigned to project then began to work on creating a customized library collection. To complete this work, the team member stayed in close contact with both Sales and the customer in order to align titles to their specific demographic and curriculum needs.

Step 3: Once the curations work was completed, the Sales member(s) met with the district to ensure that the curated collection met their needs. If the district identified any areas of the collection that needed adjustment, the curated list was reverted back to the Library Curation Team to address those areas. Once we made sure the collection was satisfactory to the district, the Sales team member

Step 4: Once the collection was found to be satisfactory for the district, the Sales team member worked directly with one of Follett's New School/Large Order (NSLO) Coordinators determining book cataloging and specifications. The assigned NSLO Coordinator then worked together with both the Sales team member and the district to ship out sample books to ensure the specifications are exactly as the district needs before finalizing the order.

Step 5: Once the order was set, our Service Center team members were able to pick, process, and pack the district's new opening day collection books by hand to their exact specifications.

Step 6: While the order was being filled, the assigned NSLO Coordinator worked with the district to coordinate the white glove delivery. This included filling out a form that identifies potential hurdles, such as if the school had a second floor library with no elevator, or if Follett needed to cover flooring when



unloading the pallets. Those details were then shared with the logistics partner that transported the items, in order to meet the expectations of the district.

Step 7: Once the delivery date was established, the NSLO Coordinator worked directly with the Follett Logistics Coordinator so they could begin putting together our shelving team for the delivery day. The Logistics Coordinator determined the amount of shelving team members needed based on factors such as the number or books and the layout of the school.

Step 8: Finally, the Sales team member communicated with the district to ensure we had met their expectations. They also will continue to provide ongoing support for these schools as the school grows and identifies any gaps in their content needs.

Savannah-Chatham County Public School System		
New Hampstead K-8 School		
Address:	1700 Highgate Boulevard Savannah, GA 31302	
Curation Details:	To curate lists for the New Hampstead K-8 School, the Library Curation Team reviewed the Georgia State Standards to ensure that the nonfiction titles being provided would cover the areas being studied. The curated list included popular fiction across all genres, as well as Georgia state award winners. Due to the school having hi/low students, the Library Curation team also decided to include hi/low titles as well as large print titles to assist those students. To support the large population of Spanish speaking students at the school, the team created a bilingual, authentic, and translation Spanish book list to give the students a variety of books they could read.	
Project Size/Amount:	\$180,000 Additional subsequent orders have also been purchased.	
Additional Services:	In-Service training was provided the Outside Sales Consultant. Additional troubleshooting was also provided as needed.	



Forsyth County Schools		
New Hope Elementary School		
Address:	810 Castleberry Road Cumming, GA 30040	
Curation Details:	For this New School opportunity, our Library Curation Team needed to collaborate with the Sales team member to quickly provide a comprehensive list in a short timeframe. At the time of list curation, a librarian had not been hired yet for the school. Because of this, our Sales team member needed to work directly with the school principal to understand their collection needs. The resulting list consisted of 60% Fiction titles, as well as Georgia State award winners and interest titles. Per the request of the district, we were also asked to remove LGBTQIA+ and Critical Race Theory titles from the list.	
Project Size/Amount:	\$58,000	

ONGOING SUPPORT

Upon completion of the project(s), HCPS will have ongoing support from your dedicated sales consultant (Christopher Hutto) and your dedicated customer service representative (Kasandra Walas).



FINANCIAL INFORMATION

Please see attached Financial Statements with Independent Auditor's Report. The following 22 pages are confidential and are not to be shared outside of the purposes of RFP evaluation.

BEGIN CONFIDENTIAL AND PROPRIETARY INFORMATION



FSS Software Intermediate LLC and Affiliate

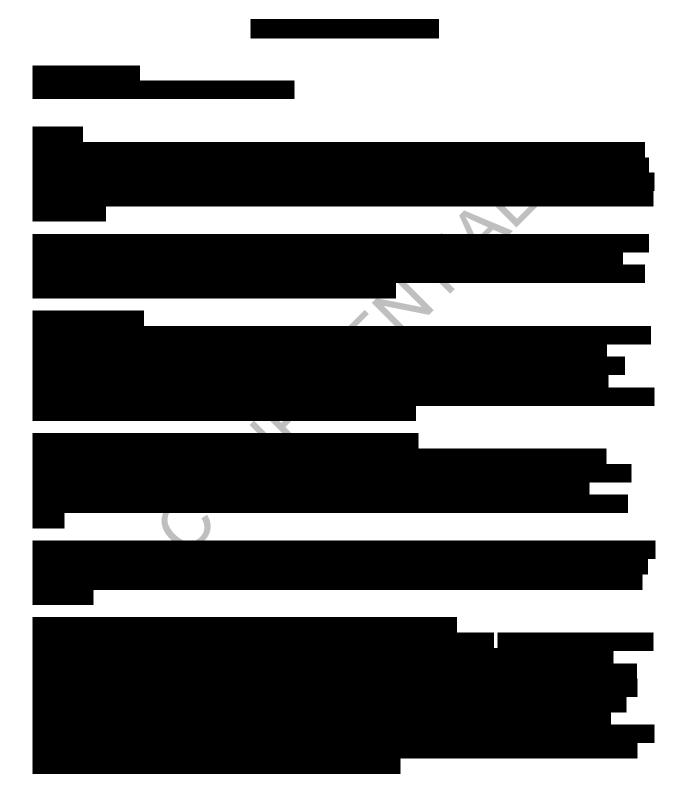
Combined Financial Statements with Independent Auditor's Report December 31, 2021

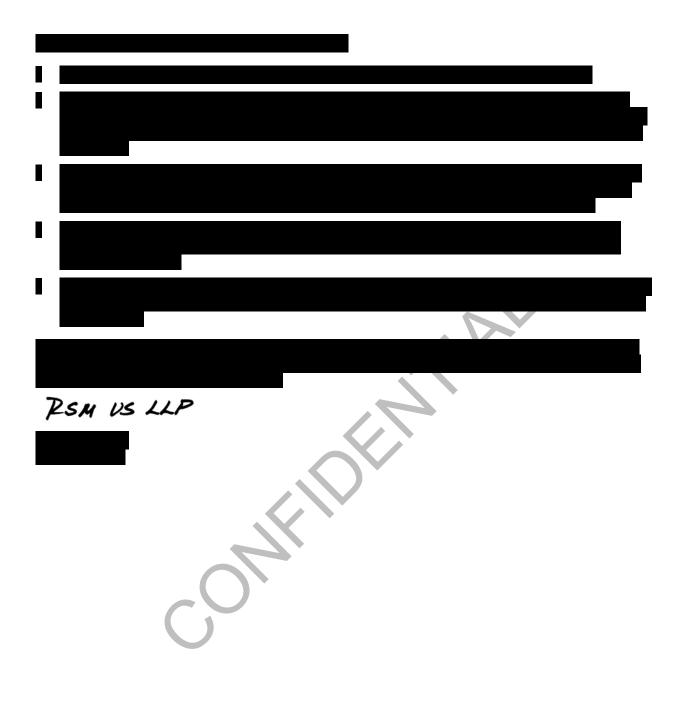


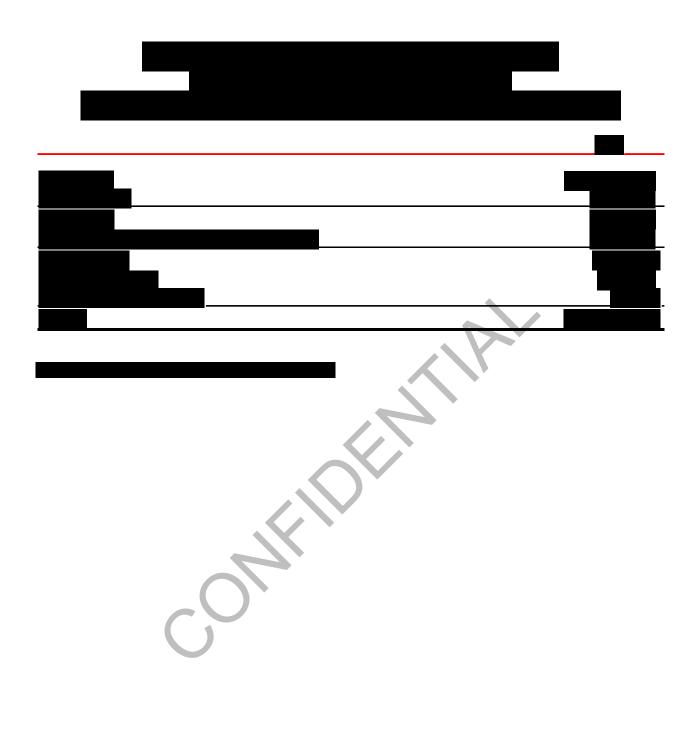
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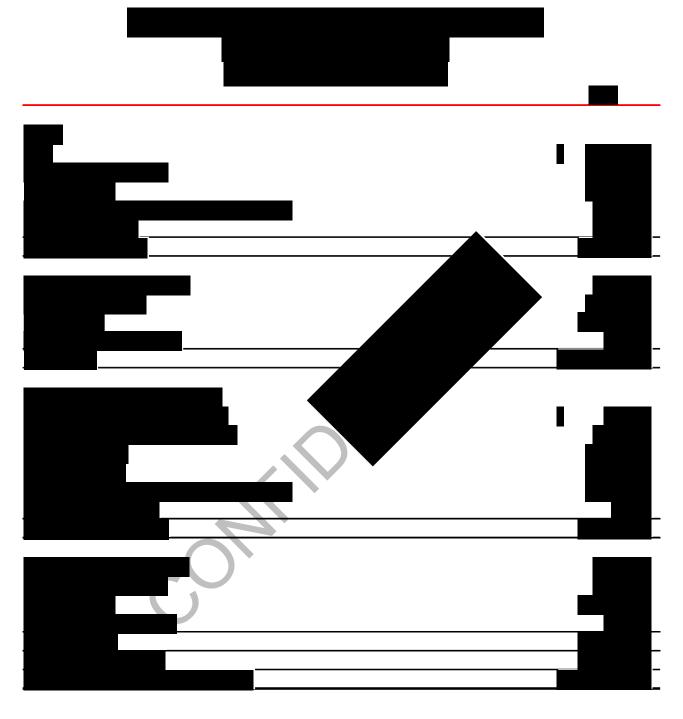
Independent auditor's report	 1-2
Financial statements	
Combined statement of operations	3
Combined balance sheet	4
Combined statement of members' equity	5
Combined statement of cash flows	6
Notes to combined financial statements	7-20

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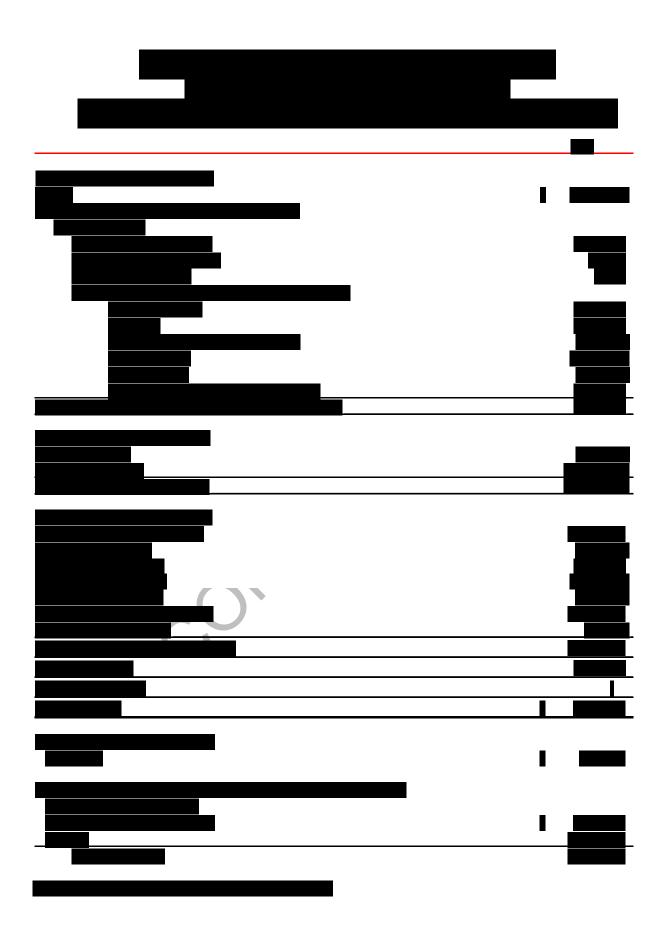


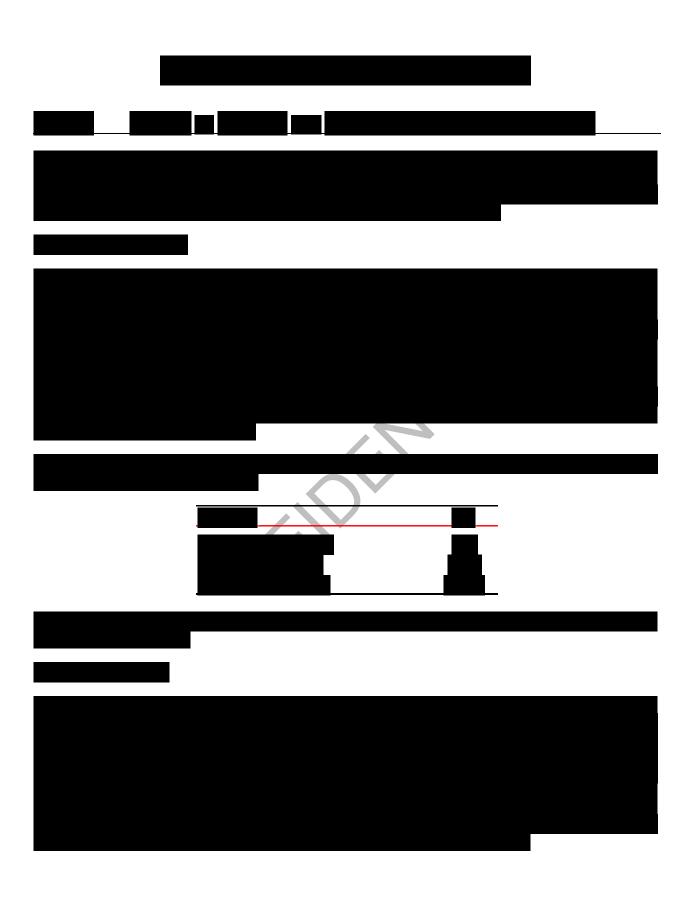








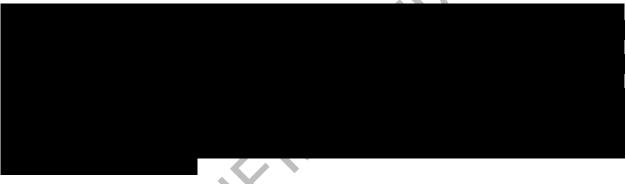




(in years)	Life
Trademarks Existing technology	5 10
Existing technology	10



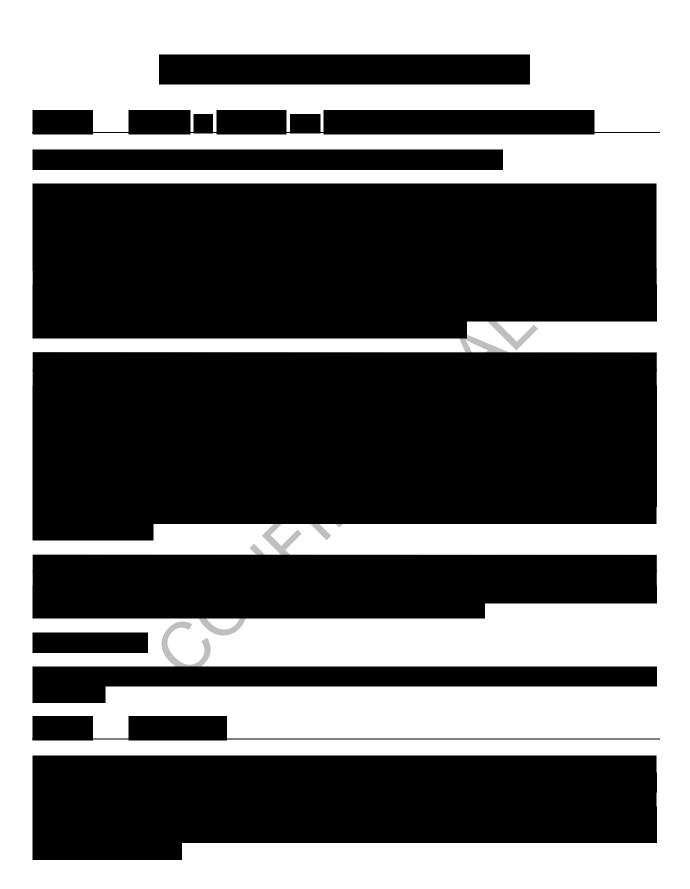






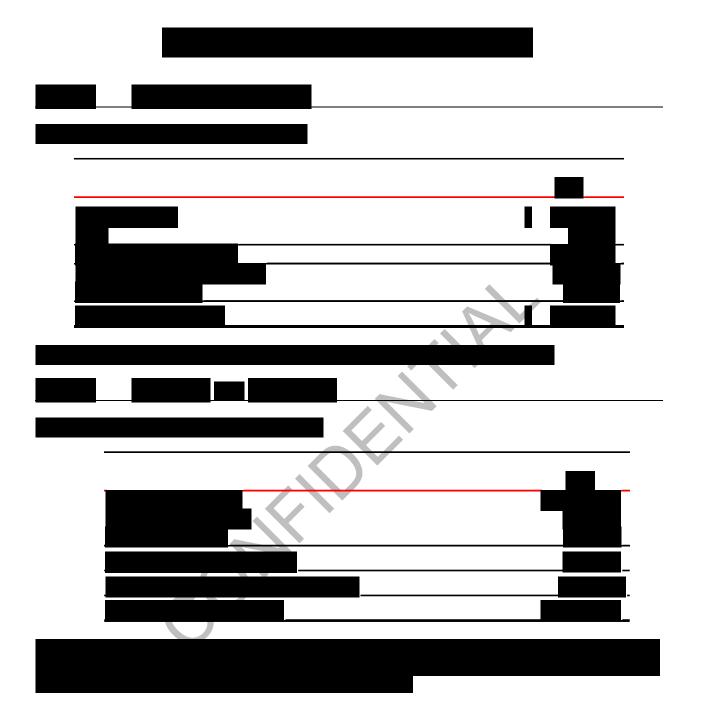


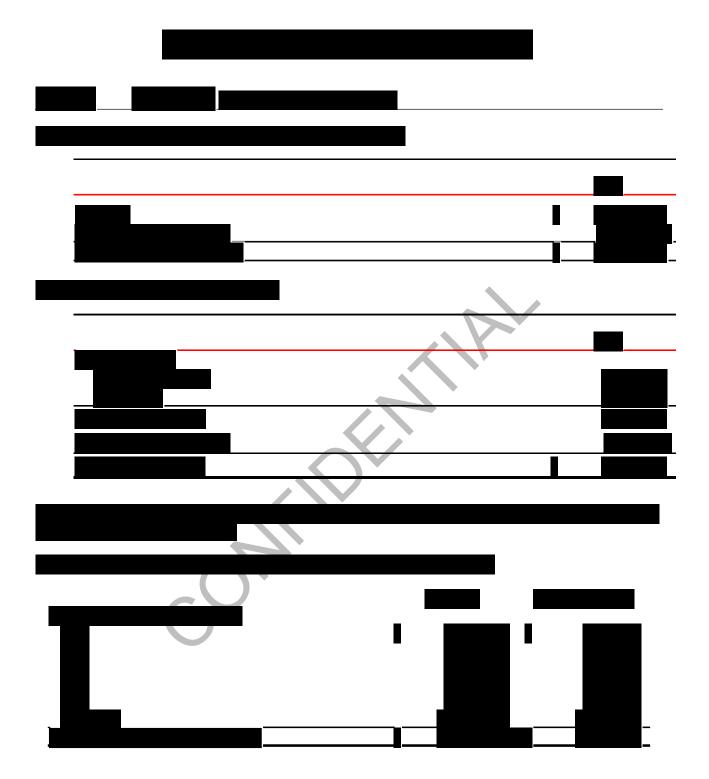


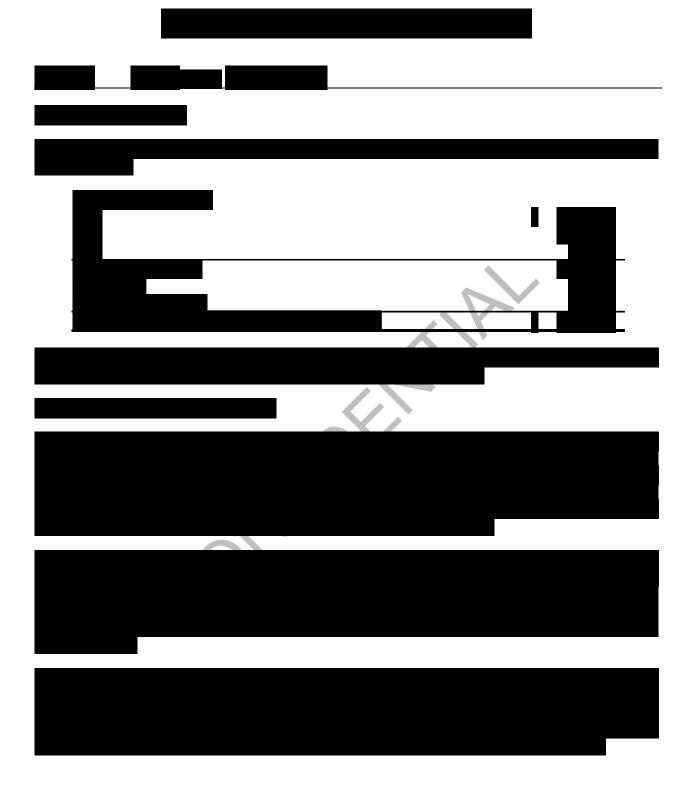


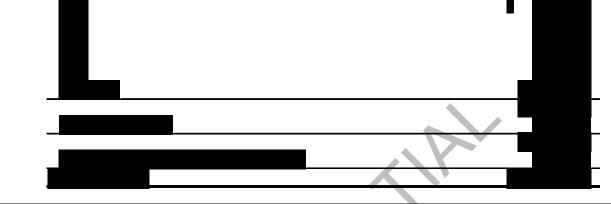








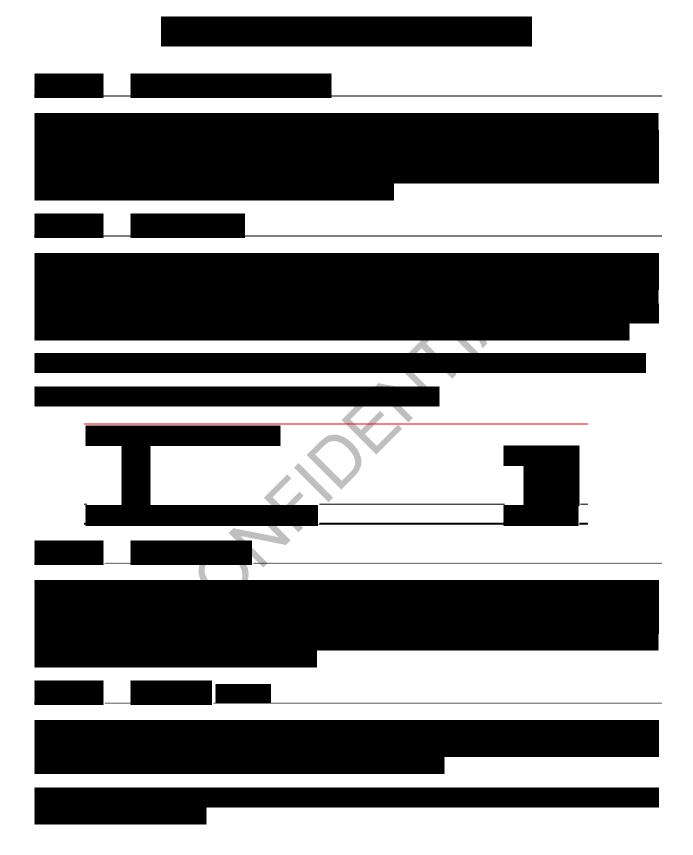








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END CONFIDENTIAL AND PROPRIETARY INFORMATION



TAB 4 – IMPLEMENTATION AND SERVICE APPROACH

a. Provide evidence that the Offeror has capability to supply up to twenty-five (25) copies of most book titles without back ordering for Grades PreK-12. Indicate the number of titles and volumes suitable for PreK-12 students available as of the bid date. Please provide this information between numbers for fiction and nonfiction. Indicate what percentage of your business is to school libraries.

Since 1873, educators have trusted Follett as a partner in the mission to build confident, independent, and well-rounded students. Today, we support more than 45,000,000 students in 180 countries as a leading provider of educational materials and technology solutions to Grades PreK-12 schools, which accounts for 100% of our business. We distribute books, reference materials, digital resources, eBooks and audiovisual materials, as well as new textbooks.

We annually ship over 16 million books to schools across the nation and around the world. We also annually process nearly 12 million books to shelf-ready condition. On average, we carry over 2 million titles and 4.6 million units in inventory. The service center housed within our McHenry location is approximately 360,000 square feet and 123,000 square feet is allotted to book inventory alone.

Our current inventory for PreK-12 titles are as follows:

	Fiction	Non-Fiction
Number of Titles	393,955	1,303,206
Units in Stock	2,303,920	2,108,402

(this does not include reference or foreign language titles)

b. Provide a list of publishers represented OR a list of publishers that are not represented by the Offeror and evidence that the Offeror is a prime jobber, dealing directly with the publishers.

Follett has distribution agreements with more than 6,000 publishers worldwide. We continuously seek new partnerships in order to supply the K-12 market with the most diverse product offering possible. Due to the number of agreements, and the fact that it is continuously growing, it is difficult to share a comprehensive list. Our extensive offerings include the vast majority of trade, curriculum, religious, university and specialized publishers. If items are requested from a publisher that we do not have an existing relationship with, we will make an attempt to establish one.

Please see **Appendix C** for a list of our top 100 publishing partners.

c. Offeror shall provide evidence of ability to fill orders by reporting the number of book titles, number of volumes, and number of publishers represented in the book stock maintained.

Please see our answer to item "a." above.

We offer quality titles from more than 6,000 publishers in an array of bindings to meet the specialized needs of your students. On average, our offerings include:

• Over 4.6 million units in inventory in our McHenry service center



- Over 500,000 eBook titles
- Over 200,000 digital audiobook titles
- Over 200,000 audiovisual titles
- Over 100,000 foreign language titles
- Over 40,000 new textbook titles

d. Provide a concise description of how price of services shall be calculated and indicate the percentage of discount from list price on ATTACHMENT H for the following categories:

•	Book categories:	Adult and Juvenile Trade
		Adult and Juvenile Publishers Library Binding
		Adult and Juvenile Quality and Mass Market
		Paperbacks
		Juvenile Pre-Binds
		Short Discount Publications

Follett is providing two discounting options for the district to select from:

OPTION 1

- **7.5% additional discount** on Print
- **5% incentive as Titlewave Gift Certificate** (for purchases made during the school calendar year: July 1-July 30 annually)
- Free Automated Cataloging and Processing for all Print orders
- Free Automated Cataloging and Processing for all A/V orders

OPTION 2

- 5% additional discount on Print
- **10% incentive as Titlewave Gift Certificate** (for purchases made during the school calendar year: July 1-July 30 annually)
- Free Automated Cataloging and Processing for all Print orders
- Free Automated Cataloging and Processing for all A/V orders

This does not apply to Short Discount Publications.

Please see **Attachment H** for further details.

• Non-print: DVDs, audio books, sound books, software, and kits.

Follett is providing two discounting options for the district to select from:

OPTION 1

- **7.5% additional discount** on Audio Visual Materials
- **5% incentive as Titlewave Gift Certificate** (for purchases made during the school calendar year: July 1-July 30 annually)
- Free Automated Cataloging and Processing for all Print orders



• Free Automated Cataloging and Processing for all A/V orders

OPTION 2

- **5% additional discount** on Audio Visual Materials
- **10% incentive as Titlewave Gift Certificate** (for purchases made during the school calendar year: July 1-July 30 annually)
- Free Automated Cataloging and Processing for all Print orders

Please see **Attachment H** for further details.

e. Provide a sample confirmation for the items listed on the test order in Appendix 1.

Confirmation should indicate the following for each item:

- Whether the item is currently available from the Offeror
- Edition (binding) available
- Item price
- Any service charges, listed separately
- Estimated ship date

Please see Appendix 1.

f. Provide sample MARC records in a downloadable file for titles listed in Appendix 3. This file will be loaded into SIRSI as a means of evaluating cataloging quality and Offeror's ability to comply with "Henrico County Public Schools'" specifications as detailed in Appendix 2.

Follett confirms.

Your sample marc records have been delivered to your Titlewave account. You can log into Titlewave.com and go to **Order History > MARC Downloads** or follow the link in your notification email to access the MARC Downloads page. You can then download your file with three easy clicks.

Acc			, and easily up	date your TitleWise Analysis — all from within Destiny.			
our Account			-		Download	View	Download
Run Date	Invoice	PO Number	Туре	School	History	Details	MARC
Run Date 04/13/2023	Invoice 659770F	PO Number SAMPLE	Type A/V	School HENRICO CO SCH DIST			
			A/V	HENRICO CO SCH DIST		Details	MARC

Please see Appendix D for sample marc records.



g. List and describe any other unique services your company offers.

GENREFICATION SERVICES

If you are interested in organizing your library collection by genre, we can help you determine which categories you would like to use, how you would like the call numbers displayed on your labels, and how you would like genres identified in your library system. We also provide a large selection of genre labels to choose from, which visually identify a book's genre.

WHAT IS GENREFICATION?

Genrefication is organizing a library by subject and genre, more like a bookstore, to enable students to find materials more easily and improve circulation. The genres the library chooses can align with district suggestions or can support each school and its curriculum uniquely.

Follett's services are customized to meet each library's unique needs. Our genrefication services include:

- o Onsite project management of the service
- Project planning and assistance with genre mapping
- Staffing, resources and materials needed to perform the work
- Population of genre information into Follett's Destiny® Library Manager system
- o Post-genrefication collection analysis using Titlewave®

WHY SHOULD I GENREFY MY LIBRARY?

Here are some common reasons why libraries flip their collections to genre organization:

- o To better tie the collection to and support the school curriculum
- o To bring greater visibility to high-interest titles
- o To help students and staff members more easily find reading materials they seek
- o To expose students and staff to a more diverse selection of authors and reading
- o To make students more independent library users, which saves staff time
- To motivate students to read more
- To increase circulation and support of school curriculum, which can help secure additional funding

Genres can be unique to an individual school library or a school district. District guidelines usually maintain an overall structure but give individual libraries some flexibility to meet their unique needs.

WHAT DOES A "TYPICAL" GENREFICATION PROJECT ENTAIL?

The word "typical" is emphasized because it's important to know that genrefication projects will differ from library to library. While there can be some commonality in approach, the decisions made are unique to the individual collections and curriculum goals of each school/library.



Here is a high-level overview of what's typically involved:

- Define the purpose of why you are genrefying and use it to guide your decisions during the project.
- o Decide what to genrefy (most libraries choose to begin with their fiction collection)
- o Identify which genres to use (genres can be unique to an individual school library or a district)
- o Plan for what materials/staffing will be needed to support patron service interruptions
- Weed the collection in advance of the project to provide an accurate view of your collection and define areas for improvement going forward. (The **TitleWise Collection Analysis** that is available through Titlewave is a great way to start reviewing your collection for content that no longer provides value).
- Map all the materials in your collection to the correct genre
- o Decide how to indicate genre on your library shelves (such as genre labels and signage)
- o Update your Titlewave account to reflect your genre profile
- Decide how to identify genres in your library automation system (such as Follett's Destiny Library Manager solution)
- Plan and prepare the physical library space
- Plan and prepare the work of flipping the collection

GENRE LABELS AND SIGNAGE

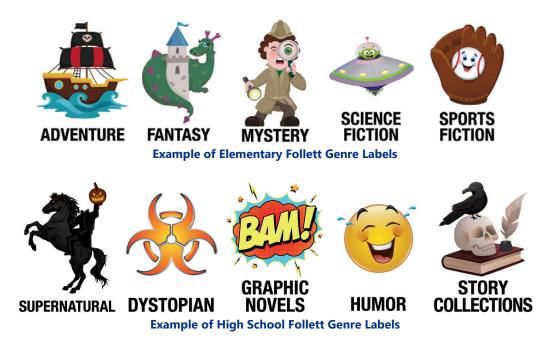
Students and staff need to be able to find what they are looking for. It is important to clearly identify the genres on the physical materials. Common approaches include the use of genre labels, color association with genres and genre call number prefixes.

Each genre has an identifying label design that is applied on or near the spine to indicate which genre that copy is in. Some libraries choose to create their own labels and design. There are many options for labeling books: Follett Genre labels, Demco Genre labels and colored label protectors.

Shown below are just a few examples of Follett's Genre labels:







Some librarians choose to use Genre call number prefixes instead of labels. This approach indicates the genre or a genre code as a prefix in your copy call number. Note that this can increase the physical work required to genrefy, since you must add the prefix values to your automation system data, print new spine labels and apply these labels to the collection.

With your collection reorganized, students and staff need signage to find the materials they are looking for. Signage is important! Common needs include poster/wall signs, genre section signs, and individual shelf signs. If you are using genre codes, such as a call number prefix, consider providing a reference table by your workstations.

Here are a few examples of Follett's available Genre shelf strips and signs:







For more information on Follett's Genrefication services, please visit our Titlewave website.

CONTENT CURATION SERVICES

The Library Curation team is available to help with building library collections for your school libraries. The team consists of Masters-degree holding former educators and librarians. Our team has over 40 years of combined experience in selecting titles for our customers. By working collaboratively with Sales team members and their library customers, the Library Curation Team is able to build customized solutions of books and materials for school libraries. To keep up with growing trends and stay informed on school library needs, our team listens to webinars, reads articles and reviews within library journals, attends annual conferences, and most importantly meets with hundreds of publishers throughout the year to preview up-and-coming releases and provide feedback. With this knowledge, the team also takes into careful consideration the copyright date, popularity, reviews, favorite authors, knowledge of the publisher, overall book design, and text features when selecting titles.

This expert team will build your collection book-by-book based on your specific criteria, such as: materials budget, curriculum, state awards and interests, reading programs, teacher requests, Hi-Lo materials, and World Language titles. The resulting library collection list will contain comprehensive data for each title, such as the Dewey number, genre, copyright year, author, annotation, publisher, binding type, review sources, awards, interest and reading levels, price and number of pages. Your Media Specialist will be able to view the library collection list of titles in a hard copy printout, or electronically in an Excel spreadsheet or via Titlewave.

DIVERSITY & SEL ANALYSIS TOOL IN TITLEWAVE

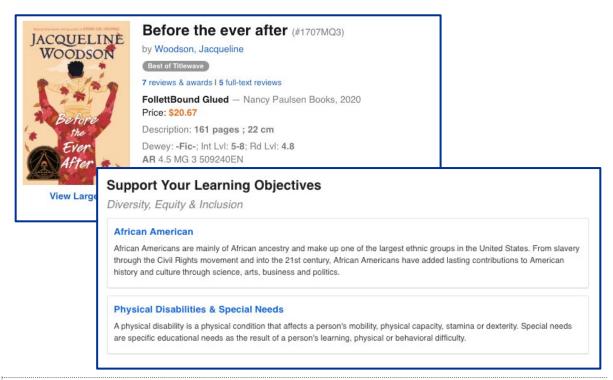
Follett understands the importance of providing students with materials that allow them to see a reflection of themselves, as well as provide a larger window to the world around them—celebrating a better understanding of ourselves, as well as the differences that drive cultural, economic, and social innovation. To that end, we've developed a suite of integrated analysis tools to help you discover, manage and report on over 40 diversity-related topics and 16 topics covering SEL. This allows you to ensure



alignment with the needs of your students, and maximize the impact of your purchases against funding and content goals.

DISCOVER

Our mission is to provide tools and resources to easily discover quality, relevant content over a wide range of topics such as gender, culture, religion, family, socio-economics, age or ability. For any given title (whether you're searching, browsing, or building a list) we identify all the relevant topics that map to that particular book. This allows you to quickly identify books that support your current needs or interests. Often times a single title may touch on several topics, so it's easy to see the "diversity footprint" of a particular title. Because most things in Titlewave are clickable, it's easy to find even more great content covering a specific topic simply by clicking the topic name.

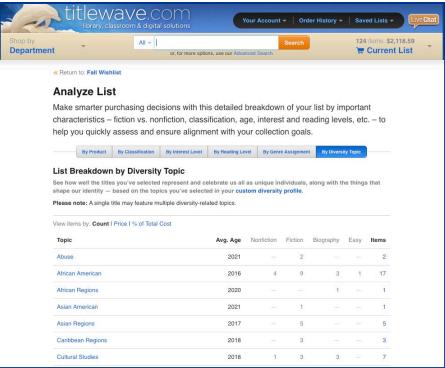


REVIEW

Once you've spent time carefully building your list, we provide tools to analyze the content you've selected before placing your order. This allows for smarter purchasing decisions with a detailed breakdown of your list by important characteristics (fiction vs. nonfiction, classification, age, interest and reading levels, etc.) to help you quickly assess and ensure alignment with your collection goals.









ASSESS

TitleWise, our powerful collection analysis tool, will help you quickly diagnose your library's strengths and weaknesses, plan an effective weeding strategy, and make smarter purchasing decisions in the future.

A healthy collection fuels learning and student achievement. However, there is no one-size-fits-all solution. Not all students have the same needs and interests, and not all schools serve the same community. To ensure a well-rounded collection, you need insight into your materials to know what's working and why it's working (or where it's not working) then plan your goals, decisions, and actions accordingly.

The extensive, easy-to-understand dashboard is designed to help you assess the overall health of your collection. We break down your collection by important characteristics—fiction vs. nonfiction, classification, age, interest and reading levels, as well as diversity and SEL topics—to help you gain a thorough understanding of exactly what you own and which areas are thriving, as well as those that may be inadequately represented or contain old and outdated content.

	Settings MARC Profile Diagnostics			
	Scho	of Library Goliscilon Print & Audiovisual cBook	s & Digital	
	Beckham Elemer Grades PK-6; 693 Studer	ntary Library Collection	Prepared by Bookham Elementary, Litrarantificial a Specialist 602 376 6000	
	Items in collection	Avatage age	Items per student	
	14,688	2002	21.2	
	93.9% Recognized Call Numbers 97.8% Matched in Tillewave	99.9% Recognized Publication Years	TEA ACCEPTABLE STANDARD: 16 ITEMB	
	Print, Audiovisual & I Resource-rich school libraries play in promoting both information litera- reading for information and inspira	a key role 97%	3% Digital	
Diversity	Fiction & Nonfiction Reading comprehension requires just decoding and knowing the me words — background knowledge in	anings of 44%	56% Nonfiction	Average age
Support an environment tl	hat values and	4,492	31%	2002
promotes diversity, equity		4,492	51%	2002
		Explore diverse titles by top	ic ≫	
Social & Emotic	onal	SEL titles in collection	Percent of collection	Average age
Learning		792	12%	2008
Support the skills to be en intelligent, establish relation responsible decisions.		Explore SEL titles by topic >		2000

While the collection overview gives you a comprehensive, bird's-eye view of your entire library, there's additional insight to be gained by examining specific areas more closely.



With Diversity and SEL, you can look closer at the specific topics covered by your collection. For each topic, you can see how many titles you have, the average age of those titles, and the balance of fiction vs. nonfiction. This allows you to assess which areas of interest are well-represented, in addition to specific topics that are covered by only a few titles.

titlewave.com										
« Return to: Beckham Elementary L	ibrary Collection									
Diversity										
Developing a collection that accept themselves and othe — then focus on weeding or	ers. See how your	materials a	re distrik	outed ad	cross d	iversity topics				
Diversity Overview by Top	Diversity Overview by Topic									
	This breakdown helps you easily determine how your collection is balanced across diverse topics. Click on a particular topic name to see a breakdown of items in that topic by decade and classification. Please note: a single title may feature multiple diversity-related topics.									
Please note: a single title may feature										
Торіс	Avg. Age	Nonfiction	Fiction	Other	Items					
Abuse	2003		17	6	23	Search for				
African American	2003	55	148	173	376	Search for				
African Regions	2000	42	17	32	91	Search for				
Asian American	2005	19	57	32	108	Search for				
Asian Regions	2002	75	52	46	173	Search for				
	2005	15	25	32	72	Search for				
Civil & Human Rights	2005									
Civil & Human Rights Cultural Studies	2005	404	174	346	924	Search for				
		404	174 65	346 29	924	Search for				

You can increase the magnification level even further. By clicking on a specific topic, you'll see a detailed breakdown of the titles you own in that area broken-down by Dewey and classification. You'll be able to review not only how many titles you have, but exactly what subjects they cover. Additionally, we also provide a detailed breakdown by decade — because it's not simply a matter of having enough books on the shelves, it's also about ensuring the relevance and accuracy of the materials.



Asian American

Asian American culture are Americans of Asian ancestry and represent more than thirty different nationalities and ethnic groups which have origins in East Asia, South Asia or Southeast Asia. The diversity of Asian Americans, in terms of their various languages, cultures, and histories is notable and important to foster awareness of the social, cultural, and historical differences.

	Nonfiction	Avg. Age	Older	'70s	'80s	'90s	'00s	'10s	'20s	Items
000	Computer Science, Information & General Works	_								-
100	Philosophy & Psychology									
200	Religion									
300	Social Sciences	1999	_	_	_	5	_	1	_	6
400	Language	_								_
500	Science	_								_
600	Technology	2001	_	_	—	_	1	_	_	1
700	Arts & Recreation	2018						3		3
800	Literature	2003				1	2			3
900	History & Geography	1996				6				6
		2002	_	_		12	3	4	_	19

Science books from the 1970s? Fiction featuring African American characters written in the 1960s? You can quickly zero in on potential problems for further investigation. TitleWise also provides a quick way to download a list of titles to review, printed in shelf-sequence to make the job even easier.

title	Wave.com y. classroom & digital solutions					
« Return	to: Diversity, Equity & Inclusion by Topic for Beckham Element	tary Library Collection	n (6/9/202	0)		
Resu	Ilts for "General Fiction; Asian Am	erican"				
Open an	d print this list in Microsoft Excel (XLS).					
View: Fu	I Summary Items per page: 25 I 50 I 100					
Showing	1-25 of 57 items I Sort by Call Number -		« Prev I F	Page: 1, 2, 3 Next »		
Call No	. Title	Author	Year	Bar Code		
F CHE	The year of the book (Anna Wang, Book 1) Dewey: -Flo: Int Lu: 3-6; Rd Lu: 3.6 AR 3.6 MG 3 151332EN; RC 3.3 6; LEX 590L	Cheng, Andrea.	2012	30158000603177		
F CHE	The year of the book (Anna Wang, Book 1) Dewey:-Flo-; Int LvI: 3-6; Fd LvI: 3.6 AR 3.6 MG 3 151332EN; RC 3.3 6; LEX 590L	Cheng, Andrea.	2012	30158000603176		
F CHE	The year of the garden (Anna Wang, Book 5) DeweyFic-; Int Lvi: 3-6; Rd Lvi: 3.4 AR 3.9 MG 2 188812EN; RC 3.5 6; LEX 620L	Cheng, Andrea.	2017	30158000108750		
F CHE	See you in the cosmos Dewey: -File; Int LVI: 54; Rd LVI: 5.4 AR 5.4 MG 10 187744EN; RC 10.6 16; LEX 1120L	Cheng, Jack, 1983-	2017	30158000108752		
F DEN	The journal of Ben Uchida : Citizen 13559, Mirror Lake Internment Camp Dewey: -Flic: Int LVI: 54; Rd LVI: 6.2 AR 5.2 Md 3 42026FN: RC 56 ; LEX 850L	Denenberg, Barry.	1999	30158000102968		

Please Note: For more information about how to access this tool, please contact your dedicated Sales Consultant.



h. Offeror(s) may choose to submit a proposal for only one or more of the materials categories listed below, but must be able to supply all requested services regarding cataloging, electronic data, processing, shipping, billing, invoicing, and service as outlined in the Scope of Services sections of this document:

- Library materials and services
- Pre-binds
- Paperbacks
- Academic materials and services (university/college level)
- Opening Day Collection services
- Non-print materials and services

Follett Content Solutions, LLC can supply services as outlined in the Scope of Services for the following categories:

- Library materials and services
- Pre-binds
- Paperbacks
- Opening Day Collection services
- Non-print materials and services

i. Offerors must clearly and prominently designate within the proposal whether their submission is for full categories and services or for only one or more specific categories and service(s).

Follett Content Solutions, LLC is submitting a proposal for the following categories:

- Library materials and services
- Pre-binds
- Paperbacks
- Opening Day Collection services
- Non-print materials and services

j. Offerors should provide a link to their web based ordering system or provide screen shots for evaluation purposes.

Follett hosts the following online ordering tools and catalogs:

- For library, classroom, early learning, and instructional materials visit: titlewave.com.
- To find information on all of Follett's products, visit <u>follettlearning.com</u>.

SAMPLE TITLEWAVE LOG IN

Username: henricotw Password: henricotw



TITLEWAVE[®]

Fill your library with the newest, most sought-after books to keep your students excited about reading! <u>Titlewave.com</u> is the most powerful online collection development and curriculum support resource available for your school, library, or classroom needs. Titlewave allows you to search across 12 million PreK-12 appropriate books, from picture books for young readers to timeless classic literature. You are also able to create lists of books, audiovisual materials, and other educational materials. Any list created in Titlewave can also become a priced quote with a click of a button. That quote will be honored by Follett for 60 days. You can also submit orders electronically with or without cataloging specifications.



Titlewave allows you to stock your library comprehensively and easily with our 24/7 access to collection development. Whether you're looking for hardbound, pre-bound, eBook, paperback, audiovisual, board, toy/movable, or big book formats, Titlewave provides search function by title, author, Follett Number, and ISBN. So you don't have to rush through your list making process, the prices on your lists are guaranteed for 60 days.

Titlewave is available 24 hours a day, seven days a week and offers time-saving features such as:

- **TitleCheck™:** TitleCheck will help you avoid ordering unwanted duplicate titles that you may already own. This will help you save time in the process of collection development and ordering new materials.
- **TitleMAP™:** Your Sales Consultant can work with you to develop an efficient and economically effective plan to enhance your collection. Our TitleMAP plan will help you establish a budget, weed obsolete titles, and set library goals.



- **Follett Tags:** Titlewave's Follett Tags make it easy to find quality library books by exploring a variety of genres, subjects and themes, or dig deeper and discover materials to support teaching by key skills, text structure, and text type.
- **Order History:** You will have the ability to track your orders online from start to finish by looking at the current status, as well as the history. In addition, you will be able to print invoices and locate exact shipping information.
- **TitleWise® Online Collection Analysis:** TitleWise provides an in-depth look into every facet of your library collection. It allows you to quickly diagnose your library's strengths and weaknesses, plan an effective weeding strategy, and make smarter purchasing decisions. **This service is available at no charge.**



Example view of TitleWise Online Collection Analysis

Once your order has shipped, Follett also conveniently delivers your MARC records to your Titlewave account. You can log into Titlewave.com and go to **Order History > MARC Downloads** or follow the link in your notification email to access the MARC Downloads page. You can then download your file with three easy clicks.



Access Tit Learn how	bllett Destiny [®] Lik lewave with one click, to get started »		d easily update	your TitleWise Analysis — all from within Destiny			
Run Date	Invoice	PO Number	Туре	School	Download History	View Details	Download MARC
09/13/2019	654321F	13579246	eBook	Lincoln Elementary School	History	View	Download Again
07/22/2018	543216F	24680135	Book	Lincoln Elementary School	History	View	Download Again
07/21/2018	432165F	43218765	Book	Lincoln Elementary School		View	Download Now
07/21/2017	432165K	12345678	Book	Lincoln Elementary School		View	Download Now
02/16/2016	321654F	02468135	Book	Lincoln Elementary School		View	Download Now

TITLEWAVE SUPPORT TEAM

If you would like to speak to a person regarding your book, audiovisual, or digital needs, Follett has a team dedicated to serving you. Your Sales Consultant will be happy to demonstrate <u>titlewave.com</u> for one person or a group. A team of Sales Support Specialists are also available 7am to 5pm CT. If you need someone to help you with <u>titlewave.com</u> or analyze your library collection, just give them a call at 888.511.5114, ext. 45051. You can also email any inquiry directly to them at <u>sss@follettlearning.com</u>.

ONLINE HELP

You can also visit <u>www.titlewave.com/go/tutorials</u> to view online video tutorials that cover how to handle key tasks and navigate all the great features Titlewave has to offer.





1340 Ridgeview Drive . McHenry, IL 60050 Phone 888.511.5114 . 815.578.4592 Fax 800.888.6319 . 815.578.4680

SOLD TO:

SHIP TO:

SHIP TO:

CUSTOME	R # P.O. NUMBER		SHIP DATE	CARTONS	SA	LE	SMA		EASE REPO		Y	TERM	IS
457480	1 SAMPLE	S	SAMPLE	SAMPLE	SZ	AM	PLE	W	ITHIN 90 D RECEIF	AYS OF	1	NET 30 D	AYS
ITEM NUMBER	TITLE	AUTHOR	PUBLISHER	P.O. NUMBER	ł	*	QT			sт	DISC %	UNIT NET	NET PRICE
		THANK .YOU	·FOR ·ORDERIN	G ·FROM ·FOLI	ETT	(CON	TENT	SOLUTI	ONS.			
		THI	S·IS·THE·FIN	AL SHIPMEN	r ·oi	F•	YOU	ROR	DER.¶				
		_	** ·EDUCAI	IONAL MATER	IAI	S	•**	P					
0507RV8	American Indian culture : from		Greenwood	9781440828737				1	\$192.	40	5	\$182.78	\$182.78
2378PA4	The Baby-sitters Club. 13, Mary	Cheng	Graphix,	9781338616118				:	\$21.1	3	5	\$20.12	\$20.12
1750HQX	Becoming : adapted for young	Obama	Delacorte	9780593303757				:	\$20.3	4	5	\$19.32	\$19.32
47DBFE1	The breadwinner.	Breadwinner	Universal					:	\$18.4	в	5	\$17.56	\$17.56
1200BX3	Draw a comic!	Coovert	First	9781725454156				:	\$19.2	C	5	\$18.24	\$18.24
4654DXX	Escape from Mr. Lemoncello's libra	Grabenstein	Findaway	9781467622172				:	\$50.8	7	5	\$48.33	\$48.33
38707QX	Freak out! : animals beyond your	Clarke	Penguin	9780448443089				:	\$4.62		5	\$4.39	\$4.39
.870TZ6	Guinness World Records, 2023		Guinness	9781913484200				:	\$25.2	2	5	\$23.96	\$23.96
253WS1	How long 'til black future month? Insignificant events in the life o	Jemisin	Orbit	9780316491341				:	\$22.0	1	5	\$20.91	\$20.91
L509ВНЗ	a c	Bowling	Sterling	9781454923459				:	\$14.6	4	5	\$13.91	\$13.91
L715TB4	Jabari tries	Cornwall	Candlewick	9781536207163				:	\$15.4	3	5	\$14.71	\$14.71
1035AK9	The lion, the witch, and the wards	o Lewis	Thorndike	9781410499257				:	\$23.1	2	5	\$21.96	\$21.96
1628FR3	Love in the library	Tokuda-Hall	Candlewick	9781536204308				:	\$16.3	D	5	\$15.49	\$15.49
41E46EX	The magic school bus. : Space adv Make this! : building, thinking,		Scholastic	9780545621755				:	\$11.9	3	5	\$11.38	\$11.38
1332JS4	and	Schwartz	National	9781426333248				:	\$14.6	7	5	\$13.94	\$13.94
1849MV3	Merriam-Webster's Spanish-Englis		Merriam-W	9781668820056					\$14.1	2	5	\$13.41	\$13.41
1541VL2	Shadows at Jamestown	Smith	МуВоуs3	9781947881006					\$10.1	7	5	\$9.66	\$9.66
L223QG3	Spill Zone. 1	Westerfeld	First Se	9781596439368					\$19.5	5	5	\$18.57	\$18.57
L952YN0	Sports heroes	Miller	Crabtree	9781427128102				:	\$23.1	3	5	\$21.97	\$21.97
L823FQ2	Stamped : el racismo, el antirraci	s Reynolds	Vintage E	9781644731086				:	\$12.2	C	5	\$11.59	\$11.59
1088MW0	Student world atlas.		National	9781426334795				:			5	\$10.84	\$10.84
1422DP5	Teaching gifted kids in today's cl Tiny terrors! : the world's	Winebrenner	Free Spirit	9781631983726				1			5	\$38.66	\$38.66
1632WX3	scariest s	Clarke	Penguin	9780593383971				1			5	\$13.17	\$13.17
1766GX3	Two degrees	Gratz	Scholastic	9781338735673				1			5	\$14.71	\$14.71
1304JD8	Who was Cesar Chavez?	Rau	Grosset &	9781101995600				1	\$6.47		5	\$6.15	\$6.15
	Com		eflective of the	5% discours	+ ~~	L					L		



1340 Ridgeview Drive . McHenry, IL 60050 Phone 888.511.5114 . 815.578.4592 Fax 800.888.6319 . 815.578.4680

SOLD TO:

SHIP TO:

SHIP TO:

CUSTOMER #	P.O. NUMBER		SH	IIP DATE	CARTONS	SALI	ESMA	N		E REPORT AN	Y	TERM	IS
4574801	SAMPLE		SAM	IPLE	SAMPLE	SAM	IPLE		WITH	CREPANCES IN 90 DAYS OF RECEIPT.		NET 30 I	DAYS
	TITLE		AUTHOR	PUBLISHER	P.O. NUMBER	2			QTY SHIP	LIST	DISC %	UNIT NET	NET PRICE
		FOR FFF		RDER TRACKI	C FROM STAL		 						
		LOGIN TO	YOUR TI	LEWAVE ACCO	OUNT AT WWW.	TITL	EWA	Æ.C	ÓM.	10014-05-00			
		TO ANY C AFTER RE	CEIPT BY	DOK/CONTENT D PROCESSING THE CUSTOM LATION, EXC:	G, EITHER PF ER, ARE NOT	ELIG	TO S	SHIP E FO	MENT OR				
		PROCESSI STAMPINO	RETURN OR CANCELLATION, EXCLUDING MATERIAL PROCESSING ERRORS SOLELY ATTRIBUTABLE TO FOLLETT. CUSTOMIZED PROCESSING SHALL INCLUDE, BUT IS NOT LIMITED TO, STAMPING, LABEL APPLICATION AND BARCODING, AS DETERMINED BY FOLLETT IN ITS SOLE DISCRETION.										
		PLEASE CONTACT CUSTOMER SERVICE WITH ANY INQUIRIES REGARDING THIS SHIPMENT AND ANY FUTURE ORDERS YOU PLACE WITH FOLLETT CONTENT SOLUTIONS.											
				5114 EXT 451 EMAIL: CUS				LEA	RNING	G.COM			
				AYMENTS TO:	FOLLETT CON	TENT	SOI						
		*			P.O. BOX 74 CHICAGO, II			-059	97	* *			
		* * * FOR F	ROMPT AP	PLICATION OF	PAYMENT F	TEAS	с т а	сти	DE	* *			
		* INVOI	CE #'S I	NCLUDING AL	PHA CHARACTE	RS				*			
		* CONTEN	T * FROM	FFECTIVE 1/1 FOLLETT, SH SOLUTIONS, 1	HOULD REMIT	PAYM	ENT	TO					
		Commission		ative of the									
I		Sample Inv	<u>ioice refle</u>	ctive of the	5% aiscoun	<u>t opt</u>	<u>ion</u>						

25

APPENDIX 3 – ELECTRONIC SUBMISSION

When an order is submitted, an order confirmation will be displayed on Titlewave.

Thanks for ordering with	us!	Order Summary				
You'll receive a confirmation email shor	tly.	25 Items:	\$637.59			
Online Order Reference Number: 38786	32	First Choice:	\$0.00			
		22 Books:	\$556.26			
For School/Library	Billing Address	3 Audiovisual:	\$81.33			
HENRICO CO SCH DIST	HENRICO CO SCH DIST PO BOX 23120	Subtotal:	\$637.59			
Order Options	RICHMOND, VA 23223	Shipping:	FREE			
Intended for Library Media Center use	Shipping Address	Total:	\$637.59			
Contact Information Danielle Black Other, Bids and Proposal dblack@follettlearning.com 877-899-8550 x 46040	HENRICO CO SCH DIST PO BOX 23120 RICHMOND, VA 23223 Payment Method	Special instructions: TEST ORDER DO NOT PLACE				
	Purchase Order: TEST ORDER DO NOT PLACE					

An email confirmation will also be sent via email. Please see the following page for an example as indicated by Appendix 3.



Home

Thanks for ordering with us!		Order Summary	
You'll receive a confirmation email sh	ortly.	25 Items:	\$637.59
Online Order Reference Number: 3878	3632	First Choice:	\$0.00
		22 Books:	\$556.26
For School/Library	Billing Address	3 Audiovisual:	\$81.33
HENRICO CO SCH DIST	HENRICO CO SCH DIST PO BOX 23120	Subtotal:	\$637.59
Order Options	RICHMOND, VA 23223	Shipping:	FREE
Intended for Library Media Center use	Shipping Address	Total:	\$637.59
Contact Information Danielle Black Other, Bids and Proposal dblack@follettlearning.com	HENRICO CO SCH DIST PO BOX 23120 RICHMOND, VA 23223	Special instructions: TEST ORDER DO NOT PLACE	

Payment Method

Purchase Order: TEST ORDER DO NOT PLACE

Get help using Titlewave — searching, working with lists, or analyzing your entire collection: Contact our Titlewave Support Specialists by email, or call 888.511.5114 (708.884.5051)

Questions about an existing order, a shipment or invoice, or processing returns: Contact your dedicated Customer Service Representative, Kasi Walas, by email, or call 888.511.5114 x48017 (708.884.8017)

Find out more about our products or learn more about how Follett can help you and your school: Contact your dedicated Sales Consultant, Christopher Hutto, by email, or call 804.912.7429 Copyright © 2023 Follett Content Solutions, LLC — 1340 Ridgeview Drive — McHenry, Illinois 60050 Phone: 888.511.5114 (708.884.5000) Terms of Use | Privacy Policy | Cookie List Let us know how we're doing. Manage Your Cookie Settings

https://www.titlewave.com/order

877-899-8550 x 46040

ATTACHMENT H SCHEDULE OF CATEGORIES <u>RFP 18-1571-1EMF</u>

	•	cify which of the following materia	.	
	Materials Category	Supplier of these Materials	Total Unique Items in	Stock
	nentary print materials		501,765 titles	
	ondary print materials		470,339 titles	
	Academic print materials		N/A	
	versity/college level)			
	-print materials		919,055 titles	
	binds		85,852 titles	
	erbacks		571,087 titles	
	Children's paperbacks		152,637 titles	
	A paperbacks		55,482 titles	
Adult paperbacks Opening day collection			311,493 titles	
			All inventory is available for Opening	
	vices		Collections	
P	RINT MATERIALS:			
	Print Materials		Discounts for Firm Orde	ers
Α.	Adult Titles (Fiction & Nor	n-Fiction)		
	Hardcover Editions		5%*	%
	Publisher's Library Edition	าร	5%*	%
	Mass Market Paperback I	Editions	5%*	%
В.	Juvenile Titles (Fiction &	Non-Fiction)		
	Trade Hardcover Binding	S	5%*	%
	Publisher's Library Edition	าร	5%*	%
	Juvenile Reinforced Bindi	ngs	5%*	%
	Pre-Bound Books:			
	Paperbacks		5%*	%
	Trade		5%*	%
	Quality Paperback Editior	าร	5%*	%
	Mass Market Paperback		5%*	%
C.		ns: Text, technical, medical,		
	· · · · ·	presses, etc. (Discount must be	N/A	%
	commensurate with the d	iscount from the publisher.)		
D.		Books – or – Component		
	· · ·	rt detail and brochures for these		
-	services):		A	
D.	Machine-Readable Catalo	oging Price per record	\$ 0.00**	
1				
	Otherwise (Explain)		\$	
D. 2	Processing: Completely F	Processed Books	\$ 0.00**	
_	Processed Books withou	t Mylar jacket	\$ 0.00**	
	Cataloged and Processed	Books with Mylar Jacket	\$ 0.00**	

*This is reflective of Library Materials and Services Pricing Option 2. This includes a 10% Titlewave Gift Certificate. Please see Tab 7 for further details. 8600 Staples Mill Road / P.O. Box 90775 / Henrico, VA 23273-0775 Phone: (804)501-5660

ATTACHMENT H (continued) SCHEDULE OF CATEGORIES

III. NON-PRINT MATERIALS:

	Non-Print Materials	Discounts for Firm Orders
Α.	CDs	5* %
В.	DVDs	5* %
C.	Kits	N/A %
D.	Cataloged and Processed Non-print Items – or – Component Parts (include total support detail and brochures for these services):	
E. 1	Machine-Readable Cataloging Price per record	\$ 0.00**
E. 2	Processing: Completely processed non-print item	\$ 0.00**
	Otherwise (explain)	\$
	Completed Processed	\$ 0.00**
	Otherwise (explain)	\$
	Additional charges	\$

IV. DELIVERY – INSIDE DELIVERY REQUIRED.

Α.	Prepaid FOB – Destination	Yes orXNo
В.	Point of Shipment	<u> </u>
C.	Indicate mode of shipment (e.g. UPS, FEDEX)	UPS
D.	DVDs	<u> </u>
Ε.	Kits	X Yes or No
F.	CDs	_X_Yes orNo

V. ITEM AVAILABILITY:

How many unique items are available for purchase through your database?

Over 2,000,000 titles

*This is reflective of Library Materials and Services Pricing Option 2. This includes a 10% Titlewave Gift Certificate. Please see Tab 7 for further details.



April 19, 2023

Rebecca Hardin Education Specialist, Library Services Henrico County Public Schools 3820 Nine Mile Rd. Henrico, VA 23223

RE: Sole Source Documentation

Dear Mrs. Hardin:

Thank you for your inquiry regarding Follett Content Solutions, LLC ("Follett") products and services. Follett is the sole source for the following digital products and services:

- ✓ Follett eBooks
- ✓ Enhanced MARC21 Records
- ✓ Follett Genre Labels
- ✓ FollettBound[®] Books
- ✓ Follett Classroom Libraries
- ✓ Follett Classroom Ready Collections

- ✓ Kwame Alexander Bookfest
- ✓ Titlewave[®]
- ✓ TitleWise[®] Online Collection Analysis
- ✓ TitleCheck[™]
- ✓ TitleMAP[™]
- Follett is also the exclusive, worldwide distributor of the following International Baccalaureate[®] (IB) publishing materials:
 - ✓ Classroom Content and Support (IB published books, posters, brochures, and starter packs)
 - ✓ Exam Prep (IB Questionbank and exam papers/packs)
 - ✓ Merchandise (pins, apparel, mugs, flags, etc.)

Should you require additional information or have any questions regarding our sole source product listing, please contact your dedicated Sales Consultant, Christopher Hutto can be reached at 877.899.8550 x46436 or via email at chutto@follettlearning.com.

Sincerely,

Britter N. Follett

Britten Follett CEO – Follett Content Solutions, LLC

TAB 6 – REFERENCES

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS, VA

Mrs. Schenell Agee, Supervisor, Library Media Programs and Research Kelley Leadership Center, PWCS 14715 Bristow Rd Manassas, VA 20112 <u>AgeeSX@pwcs.edu</u> (703) 791-8746

BALTIMORE COUNTY PUBLIC SCHOOLS, MD

Amanda Lanza, Coordinator, Office of Library Media Programs & Educational Technology 6901 N. Charles St. Towson, MD 21204 <u>alanza@bcps.org</u> (443) 809-4035

GUILFORD COUNTY PUBLIC SCHOOLS, NC

Natalie Strange, Director of Library Media Services Library Media Services 501 West Washington St Greensboro, NC 27401 <u>strangn@gcsnc.com</u> (336) 370-2355

RICHMOND PUBLIC SCHOOLS, VA

Judy Deichman, Instructional Specialist, Library Media Services 12th Floor Richmond, VA 23219 jdeichma@rvaschools.net (804) 337-1533



TAB 7 – PRICING/COST PROPOSAL

LIBRARY MATERIALS AND SERVICES

OPTION 1

Follett Content Solutions, LLC would like to extend the following offer and incentives to Henrico County Public Schools (HCPS). Upon award of this RFP, HCPS will receive:

- **7.5% additional discount** on Print and Audio-Visual Materials
- **5% incentive as Titlewave Gift Certificate** (for purchases made during the school calendar year: July 1-July 30 annually)
- Free Automated Cataloging and Processing for all Print orders
- Free Automated Cataloging and Processing for all A/V orders

Cataloging and Processing Details		
FREE Automated Processing and Cataloging for all Print orders – attached. This is a \$1.09 per book savings! Includes:		
\checkmark Enhanced MARC records for every title including the 526 reading program tag		
 Application of Barcode with protective label (standard placement)* 		
 Protective Mylar on books with dust jackets 		
✓ Spine Label with protective label		
✓ Second barcode label		
✓ School Property label		
*Please note: Barcode label placement that differs from the standard placement will incur an additional 13¢ per item. Standard placement positioning is explained in detail within Follett's Book Processing & Cataloging Guide.		
FREE Automated Processing and Cataloging for all A/V orders – unattached. This is a \$0.83 per item savings!		
Includes:		
✓ Electronic MARC		
✓ Spine and cover labels		
✓ Barcode label and protector		
This offer is valid through 6/30/2024.		

When placing an order, please include the following information (as applicable): **quote ID number(s)**, **name and number of this RFP**, and **your contract name and number**. Providing this information at the time of order placement ensures that you receive this guaranteed pricing and that your order is processed accurately.



*The additional discounts offered in this proposal may not be used in conjunction with any other discounts available from Follett Content Solutions, LLC including the additional discounts offered on large quantity purchases of the same FollettBound title. The additional discounts being offered in this proposal also do not apply to any new textbooks or workbooks. Follett's Assigned-User eBooks are also excluded from any discounts being offered in this proposal.

Quantity and Title Availability Disclaimer:

Book quantities and titles are subject to publisher availability at the time of order placement.

Cataloging and Processing Disclaimer:

Any processing items that are not listed in the table shown above come at an additional charge. Please contact your dedicated Sales Consultant for more details.

Fulfillment Disclaimer:

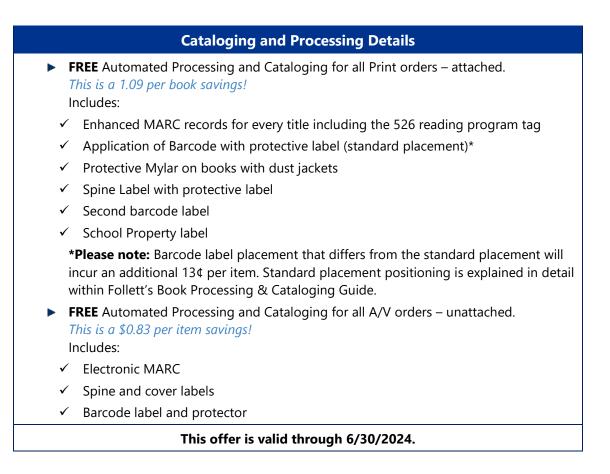
Please note that supply chain disruptions and labor shortages continue to cause unanticipated delays outside of our control and therefore our shipping and our processing and cataloging fulfillment may be delayed. We apologize for any inconvenience this may cause.



OPTION 2

Follett Content Solutions, LLC would like to extend the following offer and incentives to Henrico County Public Schools (HCPS). Upon award of this RFP, HCPS will receive:

- 5% additional discount on Print and Audio-Visual Materials
- **10% incentive as Titlewave Gift Certificate** (for purchases made during the school calendar year: July 1-July 30 annually)
- Free Automated Cataloging and Processing for all Print orders
- Free Automated Cataloging and Processing for all A/V orders



When placing an order, please include the following information (as applicable): **quote ID number(s)**, **name and number of this RFP**, and **your contract name and number**. Providing this information at the time of order placement ensures that you receive this guaranteed pricing and that your order is processed accurately.

*The additional discounts offered in this proposal may not be used in conjunction with any other discounts available from Follett Content Solutions, LLC including the additional discounts offered on large quantity purchases of the same FollettBound title. The additional discounts being offered in this proposal also do not apply to any new textbooks or workbooks. Follett's Assigned-User eBooks are also excluded from any discounts being offered in this proposal.



Quantity and Title Availability Disclaimer:

Book quantities and titles are subject to publisher availability at the time of order placement.

Cataloging and Processing Disclaimer:

Any processing items that are not listed in the table shown above come at an additional charge. Please contact your dedicated Sales Consultant for more details.

Fulfillment Disclaimer:

Please note that supply chain disruptions and labor shortages continue to cause unanticipated delays outside of our control and therefore our shipping and our processing and cataloging fulfillment may be delayed. We apologize for any inconvenience this may cause.



NEW SCHOOL SERVICES

OPTION 1

The bulleted list below outlines the estimated pricing for HCPS based on the special incentives we are offering for this opportunity. This offer is valid through **6/30/2024**.

- o 7.5% additional discount on future New School collections.
- 5% incentive as Titlewave Gift Certificate (for purchases made during the school calendar year: July 1-July 30 annually)
- Free Unpacking, Shelving, and Clean-up Support from the Follett Team
- o Free Diversity & Social Emotional Learning (SEL) Analysis Tool, available in Titlewave
- o Free Automated Cataloging and Processing for all Print orders
- Free Automated Cataloging and Processing for all A/V orders

*Please Note: This special offer is contingent on HCPS submitting an initial purchase order for a New School collection that exceeds a minimum of \$75,000.00. The expiration date to utilize these incentives is 6/30/2024. The voucher/credit being offered is excluded from this expiration date. A lower initial purchase order amount may affect the incentives being offered in this proposal.

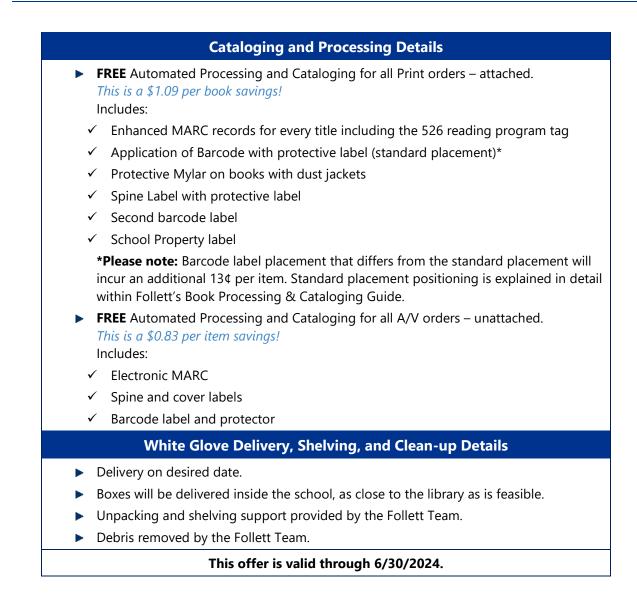
When placing an order, please include the following information (as applicable): **quote ID number(s)**, **name and number of this RFP**, and **your contract name and number**. Providing this information at the time of order placement ensures that you receive this guaranteed pricing and that your order is processed accurately.

The additional discounts offered in this proposal may not be used in conjunction with any other discounts available from Follett Content Solutions, LLC including the additional discounts offered on large quantity purchases of the same FollettBound title.

Quantity and Title Availability Disclaimer:

Book quantities and titles are subject to publisher availability at the time of order placement.





Cataloging and Processing Disclaimer:

Any processing items that are not listed in the table shown above come at an additional charge. Please contact your dedicated Sales Consultant for more details.

Fulfillment Disclaimer:

Please note that supply chain disruptions and labor shortages continue to cause unanticipated delays outside of our control and therefore our shipping and our processing and cataloging fulfillment may be delayed. We apologize for any inconvenience this may cause.



OPTION 2

The bulleted list below outlines the estimated pricing for HCPS based on the special incentives we are offering for this opportunity. This offer is valid through **6/30/2024**.

- **5% additional discount** on future New School collections.
- 10% incentive as Titlewave Gift Certificate (for purchases made during the school calendar year: July 1-July 30 annually)
- o Free Unpacking, Shelving, and Clean-up Support from the Follett Team
- o Free Diversity & Social Emotional Learning (SEL) Analysis Tool, available in Titlewave
- Free Automated Cataloging and Processing for all Print orders
- Free Automated Cataloging and Processing for all A/V orders

*Please Note: This special offer is contingent on HCPS submitting an initial purchase order for a New School collection that exceeds a minimum of \$75,000.00. The expiration date to utilize these incentives is 6/30/2024. The voucher/credit being offered is excluded from this expiration date. A lower initial purchase order amount may affect the incentives being offered in this proposal.

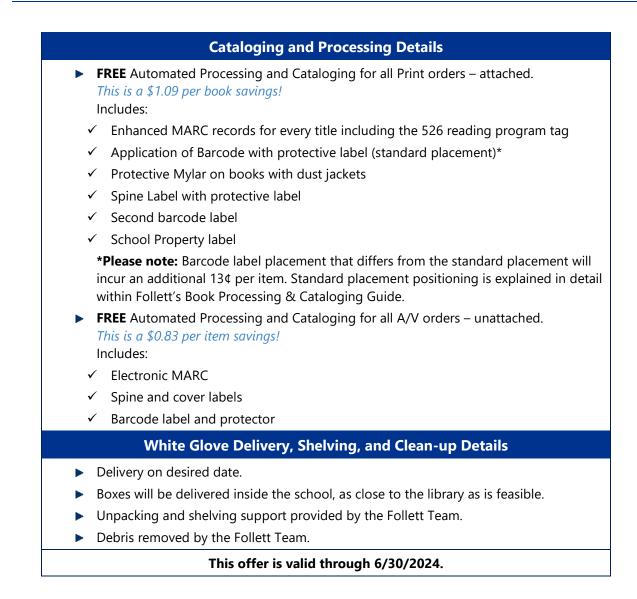
When placing an order, please include the following information (as applicable): **quote ID number(s)**, **name and number of this RFP**, and **your contract name and number**. Providing this information at the time of order placement ensures that you receive this guaranteed pricing and that your order is processed accurately.

The additional discounts offered in this proposal may not be used in conjunction with any other discounts available from Follett Content Solutions, LLC including the additional discounts offered on large quantity purchases of the same FollettBound title.

Quantity and Title Availability Disclaimer:

Book quantities and titles are subject to publisher availability at the time of order placement.





Cataloging and Processing Disclaimer:

Any processing items that are not listed in the table shown above come at an additional charge. Please contact your dedicated Sales Consultant for more details.

Fulfillment Disclaimer:

Please note that supply chain disruptions and labor shortages continue to cause unanticipated delays outside of our control and therefore our shipping and our processing and cataloging fulfillment may be delayed. We apologize for any inconvenience this may cause.



TAB 8 – EXCEPTIONS

II. SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

- 1. ITEM CATEGORIES
 - a. Hardback books:
 - Hardback books in a variety of bindings may be accepted, depending on availability, but school and library bindings are preferable and will be expected, unless out-of-print.
 - Hardback editions will make up the majority of orders. There will be no substitutions of paperback books or spiral bindings for hardback requests unless expressly stated.
 - iii. These titles shall be available from a web-based catalog with assurance of 90% or better fulfillment and delivery of available, in-stock titles within 35 business days of receipt of order and all other titles delivered as soon as reasonably practicable thereafter.
 - b. Pre-bound books:
 - ii. These titles shall be available from a print or web-based catalog with assurance of 90% or better fulfillment and delivery of available, in-stock titles within 35 business days of receipt of order and all other titles delivered as soon as reasonably practicable thereafter.
- B. SPECIFIC REQUIREMENTS
- 10. Service requirements:
 - b. Conditions of Order Rejection:
 - iii. Unauthorized shipments for orders which were not confirmed or were received after the thirty-five (35) business day fulfillment window agreed to by the parties had expired or a second shipment on an order (where backorders are allowed).

V. GENERAL CONTRACT TERMS AND CONDITIONS

- B. Award of the Contract
 - 3. The Contract resulting from this RFP is not assignable without the consent of the County, not to be unreasonably withheld, except that the Successful Offeror may



assign the Contract, without such consent, to (i) an affiliate or (ii) an acquirer of all or substantially all of the Successful Offeror's assets or business to which the Contract pertains, whether by merger, reorganization or otherwise.

- F. Termination by County
 - 2. Termination for Cause
 - d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
- L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may reasonably deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County, not to be unreasonably withheld, except that the Successful Offeror may assign the Contract, without such consent, to (i) an affiliate or (ii) an acquirer of all or substantially all of the Successful Offeror's assets or business to which the Contract pertains, whether by merger, reorganization or otherwise.

N. Indemnification

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any third-party claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is



not attributable to the willful misconduct or sole negligence of the County or any of the Indemnified Parties.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment E).

Please see Attachment E for comments.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated exclusively for the County by the Successful Offeror during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

DD. Contract Period

2. The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director. For the avoidance of doubt, the pricing and discount options selected by the County at the commencement of the contract shall remain in place for the duration of the contract, which duration shall include the four (4) one-year renewal periods listed herein.

KK. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies of similar size and scope may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other



public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

LL. Limitation of Liability

To the maximum extent permitted by law, in no event shall either party's or its affiliates' liability exceed the fees paid by the County to the Successful Offeror during the twelve months preceding notice of the applicable claim. Neither party nor its affiliates shall be liable to the other for any incidental, consequential, indirect, reliance special, or punitive damages arising out of the provision of goods and services under this Agreement, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, or otherwise, and even if the party had been advised of the possibility of such damages.



ATTACHMENT E COUNTY OF HENRICO

INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured by blanket endorsement for the Commercial General Liability coverage. *The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.* The coverage shall be provided by a carrier(s) rated not less than "A- " with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits Employers' Liability Insurance - \$100,000 for each Accident by employee \$100,000 for each Disease by employee \$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

<u>Umbrella Liability</u>

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with
Statute for Medical Professional)

Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

<u>Cyber Liability - \$2,000,000 Per Occurrence</u>

<u>Required if the Scope includes the collection and electronic transmittal of Personal Health</u> <u>Insurance (PHI), or any other demographic data on individuals including but not limited to Name,</u> <u>Address, Social Security Numbers or any other sort of personally identifying information.</u>

Abuse and Molestation Coverage - \$1,000,000 Per Occurrence

<u>Required if the scope of work includes the offering of professional or non-professional services to</u> any child or student where one on one contact or consultation is to be provided.

<u>D</u> Pollution Liability - \$1,000,000 Per Occurrence

Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

<u>Explosion, Collapse & Underground Coverage (XCU)</u>

<u>Required of a Contractor in limits equal to the General Liability Limit when the Scope includes</u> any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

<u>Builders Risk Coverage</u>

Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.

Other as Specified Below

- **NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.
- **NOTE 2:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.
- **NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.
- **NOTE 4:** The Certificate Holder Box shall read as follows: *County of Henrico Risk Management PO Box 90775 Henrico, VA 23273*

			Client	#: 192	2847	74			FSSC	ON _		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This Certificate is issued for operations usual to the insured. The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to County of Henrico and Henrico County Public Schools, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement with Primary and Noncontributory wording, when required by written contract.												
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County of Henrico				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
Henrico, VA 23273			AUTHORIZED REPRESENTATIVE									
								-				
								© 1	1988-2015 AC	CORD CORPORATION.	All righ	ts reserved.



DEPARTMENT OF FINANCE Oscar Knott, CPP, CPPO, VCO Purchasing Director

COMMONWEALTH OF VIRGINIA

Addendum No. 1

Date: Request for Proposal:	March 30, 2023 #23-2500-2EMF Library Materials and Services for Henrico County Public Schools
Receipt Date/Time:	April 19, 2023; 2:00 p.m.
Subject:	Date for Oral Interviews

Ladies/Gentlemen, Please make the following corrections, deletions and/or additions to the above referenced IFB:

The date for Oral interviews has been changed to May 10, 2023 time to be determined

All other specifications and General Terms and Conditions shall remain the same.

Bidders must take due notice and be governed accordingly. Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Sincerely, Eileen M. Falcone Assistant Division Director Fal51@henrico.us

ACKNOWLE	DGEMENT:
Signature:	Other
Print Name:	Sarah Eisenhauer, Director of Bids, Proposals and Pricing
Company:	Follett Content Solutions, LLC
Date:	4/13/23



DEPARTMENT OF FINANCE Oscar Knott, CPP, CPPO, VCO Purchasing Director

Addendum No. 2

Date: Request for Proposal:	April 5, 2023 #23-2500-2EMF Library Materials and Services for Henrico County Public Schools
Receipt Date/Time:	April 19, 2023; 2:00 p.m.
Subject:	Date for Oral Interviews

Ladies/Gentlemen,

Please make the following corrections, deletions and/or additions to the above referenced IFB:

Appendix 3 has been Revised – see attachment.

Sec.VIII.5. – Tab 4 – Implementation and Services Approach Add item k. – provide a link to your firm's "online catalog".

Sec.VIII.7 – Tab 6 Reference

Remove wording <u>"Attachment C".</u> Offerors shall still provide references in this Tab.

Questions and Answers are on the following pages.

All other specifications and General Terms and Conditions shall remain the same.

Bidders must take due notice and be governed accordingly. Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Sincerely, Eileen M. Falcone Assistant Division Director Fal51@henrico.us

ACKNOWLEDGEMENT:						
Signature:	8AC					
Print Name:	Sarah Eisenhauer, Director of Bids, Proposals and Pricing					
Company:	Follett Content Solutions, LLC					
Date:	4/13/23					



 $\begin{array}{c} \text{commonwealth of virginia} \\ County of Henrico \end{array}$

DEPARTMENT OF FINANCE OSCAR KNOTT, CPP, CPPO, VCO PURCHASING DIRECTOR

RFP 23-2500-2EMF Library Materials and Services for HCPS Questions and Answers April 5, 2023

- 1. Where should Attachment E/Certificate of Insurance be included in the proposal? Answer: Only the Successful Offeror will be required to provide the Certificate of Insurance.
- Appendix 3 lists ISBN 9781624061547 for the title "Two Truths and a Lie". However, that ISBN is for the title "Divergent". Which title should we use?
 Answer: Corrected See attached Revised Appendix 3
- Appendix 3 lists ISBN 9780195128789 for the title "50 Events that Shaped American History: An Encyclopedia of the American Mosaic. However, that ISBN is for the title "The Oxford Dictionary of American Arts and artist". Which title should we use?
 Answer: Corrected – See attached Revised Appendix 3
- Appendix 3, Line item 6, is not available as a box set. Should I include the individual items the set is composed of?
 Answer: Item 6 is an individual book, so there is not a box set associated with this item
- 5. How many schools currently use theft detection? What theft is used? *Answer: None of our schools use theft detection.*
- 6. How many schools are currently using the school labels? Answer: For required labels refer to specific instructions for attaching labels in Section II.B.6. Processing Specifications (pages 5-6).
- 7. Will the district sign an NDA in order for financial information to be shared? Answer: No, HCPS will not sign an NDA. If the offeror has proprietary information within their proposal, they will need to address that in Attachment D.
- Attachment C is for the Virginia State Corporation Commission (SCC). However, Tab 7 for References indicates that there should be a form for references, also referred to as Attachment C. Can you provide the appropriate attachment for references?
 Answer: Attachment C is correct for the SCC information. <u>Item 7, Tab 6</u> References – Offerors shall provide the requested information in this tab but there is no Attachment for this. See Addendum 2

9. Are there firm time slots for the presentations on May 11th? If so can we schedule a specific time?

Answer: See Addendum 1 regarding the date change. No, Offerors cannot schedule a specific time slot.

- Appendix 3, line 3. The ISBN listed is a match to a DVD called Divergent but the line is listed as a book called Two Truths and a Lie. Do we follow the ISBN or the Title? If it's the title do you have a new ISBN number?
 Answer: See response to Question #2 Corrected See attached Revised Appendix 3
- 11. Sec.II.B.10 Service Requirements The Successful Offeror Shall provide a complete online
- Issue of titles available, updated at least semi-annually. Would our online catalog suffice for this need, which is updated daily with a new availability?
 Answer: Yes. We would want to be able to view it, so if there is a sign-in required, a temporary user for this RFP process would be required. See Addendum 2.
- Sec.VIII.B.5 Tab 4 e and f Confirm that you do not require any physical books be sent for samples: only an order confirmation (section e) of the titles on Appendix 1, and MARC records (both electronically and on paper) for the titles on Appendix 3.
 Answer: Offerors are to provide" physical sample" books for Appendix 3 as stated on Appendix 3, applying cataloging specifications from Appendix 2. Appendix 1 Offerors are to prepare a demo confirmation and detailed invoice per requirements listed on Appendix 1.
- 13. Appendix 3 If a title doesn't' match the ISBN listed, which should we follow for the sample the title or the ISBN?
 Answer: See response to Questions #2 and #3 See attached Revised Appendix 3
- Appendix 3 The ISBN next to the title Two truths and a lie: forces of nature (BOOK/NONFICTION) comes up as the title Divergent by Veronic Roth. Can you please confirm that you would prefer a sample of Two truths and a lie: forces of nature and not Divergent? Answer: See response to Questions #2 Corrected– See attached Revised Appendix 3
- 15. Appendix 3 The ISBN for 50 events that shaped African American history does not match the title either and comes up as The Oxford Dictionary of American Art and Artists. Please confirm which title is preferred.

Answer: See response to Question #3 Corrected– See attached Revised Appendix 3

APPENDIX 3 - REVISED

Description of Henrico County Public Schools Sample Titles with ISBN's

For this demo file, please provide for each item a fully cataloged record, in full MARC21, and following HCPS cataloging specifications in Appendix 2. All copies should be assigned to the IMC in |h of the 949 tag. Include sample barcode labels and hard copy samples for all submissions. Alternate editions of the same title and format are acceptable.

<u>ISBN</u>	Title
9781987162301	Child of the dream : a memoir of 1963 (AUDIOBOOK)
031398272137	The glass castle. (DVD)
9780062418838	Two truths and a lie : forces of nature (BOOK/NONFICTION)
9780593353295	She persisted in science : brilliant women who made a difference (BOOK/COLL. BIO.)
9781338752472	Bessie the motorcycle queen (BOOK/BIOGRAPHY)
9780063029149	The weight of blood (BOOK/FICTION)
9781642656053	Representative American speeches, 2019-2020. (REF. BOOK)
9780325132341	Teaching writing in small groups (BOOK/PROF.)
9781368072243	An Elephant & Piggie. Biggie!, Volume 5 (BOOK/STORY COLL.)
9781440837869	50 events that shaped African American history : an encyclopedia of the American mosaic
	(BOOK/REF. MULTIVOLUME WORK)
9781773213750	Salma the Syrian chef (BOOK/EASY)
9781338766912	I survived the attack of the grizzlies, 1967 (GRAPHIC NOVEL)
9781338601183	Agallas (GRAPHIC NOVEL, Spanish)

Barcode Range: Use barcodes starting with 55852016361501

** In addition to the above titles, the offeror(s) shall provide 25 MARC records representing Newbery and Caldecott titles, including a representation of various formats.

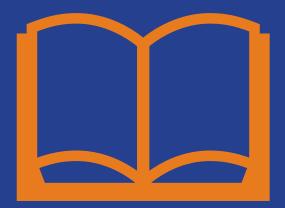
TAB 10 – APPENDICES

A. STANDARD BOOK CATALOGING AND PROCESSING OPTIONS

Please see the following pages for Follett's standard book cataloging and processing options.

Please note that supply chain disruptions and labor shortages continue to cause unanticipated delays outside of our control and therefore our processing and cataloging fulfillment may be delayed. We apologize for any inconvenience this may cause.





Book Processing & Cataloging Specifications





Contact Name	I am a new Follett customer.		
Title	Date		
Phone	Purchase Order Number		
Home Phone (optional)	Funding Source		
Fax Number	Do Not Exceed \$		
Email (school)			
Email (home-optional)	This order is for: ☐ Library/Media Center Use ☐ Classroom Use		
What school is this order for?			
Bill To: ATTN:	Ship To: (if different from "Bill To") ATTN:		
School/District	School/District		
Address	Address		
City/State/Zip	City/State/Zip		
Additional Information for International Orders:	Additional Information for International Orders:		
Province/Country	Province/Country		
Postal Code	Postal Code		

Book Processing & Cataloging Information (Please choose 1, 2, or 3.)

1. □ No processing & cataloging needed.

2. Use processing & cataloging options on file at Follett.

(Complete A-E as appropriate & send in your order.)

- A.
 Use next bar code number on file.
- B. D My starting bar code number for this order is ____
- C. **I** I do not require bar codes.
- D. I want Accelerated Reader® processing on all Accelerated Reader books. (See page 4 for details.)
- E. □ I want Reading Counts[™] processing on all Reading Counts books. (See page 4 for details.)

3. Use processing & cataloging options indicated on pages 3-7 of this order form.

- □ These are permanent changes to my book processing & cataloging specifications.
- □ These are one-time changes to my book processing & cataloging specifications.

Set up, review, or change your processing & cataloging specifications at titlewave.com!

Credit/Procurement Cards

□ Visa □ MasterCard □ Discover □ American Express

Please do not disclose your credit card number. We will contact you by telephone for this information.

Contact name

Follett

Phone

Invoice Information

□ Sequence (check one): □ Title □ Author □ Same sequence as my order list

Special Instructions/Information:

Standard Book Processing Packages

1. Book Automation Processing (all materials attached).
□ Free mylar on books with dust jackets □ No mylar
2. D Book Automation Processing Plus Cards (all materials attached) \$1.19 per book (Catalog card set, electronic catalog record, bar code label with protector, spine label,* and mylar choice)
Free mylar on books with dust jackets
3. Book Nonautomated Processing (all materials attached) \$1.31 per book (Catalog card set, pocket, borrower's card, spine label,* and mylar choice)
Free mylar on books with dust jackets
4. Description Book Do-It-Yourself Kits (materials not attached)
Free mylar on books with dust jackets
* Please note: If books do not have mylar, spine label will have protector.
Standard Individual Items
5. 🗇 Bar code label with protector 🛛
□ Attached* □ Not attached
6. □ Spine label (with protector if no mylar)
7. Lexile label (with protector if no mylar)
(Includes Lexile Measure in MARC Record)
□ Attached* □ Not attached
8. □ Shelflist card
(Note: Shelflist card is included in options 2, 3, 4, and 21.)
9. 🗇 Date due slip
□ Attached* □ Not attached
10. 🗆 Borrower's card
11.
□ Attached* □ Not attached
12. 🗆 Mylar on books with dust jackets (only available attached)

 13. □ Theft detection (only available attached)*.
 75¢ per book

 14. □ Catalog card set
 95¢ per book

 15. □ Laminated covers on paperbacks (only available attached)
 \$3.49 per book

 16. □ Genre (label and/or MARC)*
 13¢ per book

 17. □ Dots*
 12¢ per book

 18. □ Property label*
 13¢ per book

 19. □ Electronic catalog record
 13¢ per book

 * Please note: If you choose "Attached" on any one or more of 5, 6, 7, 9, 11, 13, 16, 17, or 18, you will be charged an additional 59¢ per book for processing handling. This charge is waived if you also choose any one

of processing packages 1, 2, 3, 20, or 21.

🗆 F	Fountas & Pinnell Guided Reading Level Labels		(
	□ Unattached	13¢ per book	
	□ Attached	71¢ per book	ĺ



Reading Program Processing Packages

(Only applies to books with Accelerated Reader[®] or Reading Counts™ information.)

[Electronic catalog record, including reading program tag, your choice of the small book information label or the large book information label, bar code label with protector (attached), spine label* (attached), and mylar choice (attached)]

Small book info label

____attached (above spine label) OR ____unattached

□ Free mylar on books with dust jackets

<u>OR</u> □ Large book info label ____attached (front flyleaf) OR ____unattached □ No mylar

21. □ Reading Program Automation Processing Plus Cards (all materials attached).... \$1.31 per book Choose reading program: □ Accelerated Reader □ Reading Counts

[Catalog card set, electronic catalog record, including reading program tag, your choice of the small book information label or the large book information label, bar code label with protector (attached), spine label* (attached), and mylar choice (attached)]

Small book info label

___attached (above spine label) OR ____unattached

□ Free mylar on books with dust jackets

____attached (front flyleaf) *OR* ____unattached

<u>OR</u> **D** Large book info label

* Please note: If books do not have mylar, spine label will have protector.

Small Label*

Includes reading level & point value. Reading Counts automatically includes Lexile measure, if available.

Large Label*

Includes title, author, reading level, point value, reading program name. Accelerated Reader includes interest level and quiz number. Reading Counts automatically includes Lexile measure, if available. Include Lexile measure on my Reading Program labels.

AR	RC
RL	RL
5.9	4.8
PTS	PTS
19.0	26.0
	800L

Author: Stroud, Jo	onathan.
Reading Level:	5.9 MG
Point Value:	19.0
ACCELERATED F	READER QUIZ# 73958

The Amulet of Samarkand

Author: Stroud, Jonathan. Reading Level: 4.8 Point Value: 26.0 Lexile Value: 800L Reading Counts

The Amulet of Samarkand

Individual Items for Reading Program Cataloging & Processing

(Only applies to books with Accelerated Reader or Reading Counts information.)

22. 🗆 526 tag in catalog record No charge
Choose reading program: Accelerated Reader Reading Counts [Includes reading program name, interest level (AR only), reading level, point value, quiz number (AR only), and holding code (if any)]
23. Book information label (small or large)

Choose reading program: Choose reading program: Choose reading Counts [Small label includes reading level and point value. Large label includes title, author, reading level, interest

□ Small book info label <u>OR</u> □ Large book info label ____attached (above spine label)* OR ____not attached ____attached (front flyleaf)* OR not attached



Provides easy visual identification of Accelerated Reader titles on library shelves. (Sample not to size.)

 \Box Attached (above spine label)* \Box Not attached

level (AR only), point value, reading program name, and quiz number (AR only)]

* Please note: If you choose "Attached" on 23 and/or 24, you will be charged an additional 59¢ per book for processing handling. This charge is waived if you also choose any one of processing packages 1, 2, 3, 20, or 21.



4

25. Electronic data	
A. Computer Windows Macintosh 	
B. Automation system ☐ Follett Destiny [®] ☐ Other (please include version number)	
 C. Automation system MARC21 (formerly called USMARC) (electronic file name is "microlif.001") D. Holding code (up to 25 characters in length) Identification code of your library, school, or library district (primarily used for union catalogs). E. Online Data Delivery 	
You'll receive your MARC records online via Titlewave [®] .	
26. Bar Code Information	
F. Bar code symbology Code 39 Codabar Interleaved 2 of 5	
G. Bar code length	
H. Bar code structure Material Type Indicator: Patron (2) Library (3) Textbook (4) School ID/Location: (4 to 6 characters) Check Digit: MOD 10 MOD 43 None	
 I. Starting bar code number for this order Use the next bar code number in my file at Follett. Use this bar code number:	
J. Personalized bar codes We will print the name of your library or another message on your bar codes. Please indicate how you would like the bar code message to appear. Limit of two lines, 30 characters/spaces per line. Use uppercase, lowercase, or both. First Line Second Line	
 K. Bar code label position Select desired placement on the diagram to the right. Position "Y" is an excellent location for scanning and will not cover title information. Standard placement of barcode label reads from bottom to top when selecting vertical placement. Label placement outside of these options would incur an additional 13¢ per item. 	7

Processing & Cataloging Options

27. Spine Labels

The standard options are: $\Box \frac{1}{2}$	1 "	□ 1½"	1 2'
--	------------	--------------	-------------

28. Property Label

Fill in the following as you would like the label to appear. Limit 4 lines and 30 characters/spaces per line. **Use uppercase, lowercase, or both** (must appear exactly how the label should look).

First Line														
Second Line														
Third Line														
Fourth Line														
. Theft detection	n													
□ 3-M														

Checkpoint

Standard (frequency number:	_)
Date Due (specify location:)	

30. Pocket or date due slip location

- Back flyleaf
- Inside back cover
- □ Front flyleaf
- □ Inside front cover

31. Pocket or date due slip message

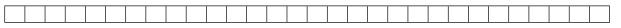
We will print the name of your library or another message on your book pockets. Fill in the following as you would like the message to appear. Limit of two lines, 30 characters/spaces per line. **Use uppercase, lowercase, or both.** A third line is available to print your funding source. Use the same message as my personalized bar codes.

First Line

Second	Lino													

	 					 L								

Optional Third Line for Funding Source



If your order includes audiovisual material, please complete our A/V Processing & Cataloging Specifications Form.

We offer a wide variety of specialized processing and cataloging options.

Call **877.899.8550** or email Customer Service at **customerservice@follettlearning.com** for more information.



6

Book Cataloging Specifications

- □ Use my cataloging options on file at Follett Content Solutions, LLC.
- □ Use cataloging options checked below. The default specification (♦) under each classification is used unless another specification is checked.
 - □ These are permanent changes to my book cataloging specifications.
 - □ These are <u>one-time</u> changes to my book cataloging specifications.

1. Subject Headings

2. Fiction

- \Box F with first three letters of author's surname
 - $\hfill\square$ FIC with first three letters of author's surname (1)
 - □ First three letters of author's surname (2)
 - □ F with first two letters of author's surname (5)
 - □ F with first letter of author's surname (8)

3. Nonfiction

- Classification number with first letter of author's surname
 - Classification number with first three letters of author's surname (1)
 - Classification number with first two letters of author's surname (2)
 - Classification number only (4)
 - Classification number with author's surname (5)

4. Individual Biography

- \diamond \Box 92 with first three letters of biographee's surname
 - B with first three letters of biographee's surname (1)
 - 921 with first three letters of biographee's surname (2)
 - $\hfill\square$ B with biographee's surname (A)
 - □ 921 with biographee's surname (E)

5. Collective Biography

- \diamond \Box 920 with first letter of author's surname
 - \square 920 with first three letters of author's surname (1)
 - \square 920 with first two letters of author's surname (2)
 - $\hfill\square$ BC with first three letters of author's surname (3)
 - \Box 920 with author's surname (5)

6. Easy Fiction

- \bigcirc **D** E with first letter of author's surname
 - $\hfill\square$ E with first three letters of author's surname (2)
 - □ First three letters of author's surname (4)
 - \square E with first two letters of author's surname (5)
 - □ Follow fiction options (8)

We offer a number of additional cataloging options. Please call for details.

Visit titlewave.com today!

7. Special Classification Options

- \diamond \Box No special classification option
 - □ J above classification number for all K-8 books (2)
 - □ J above classification number for all K-3 books except Easy Fiction (3)
 - □ J above classification number for all K-8 books except Easy Fiction (4)
 - E above classification number for all Easy Nonfiction (5)

8. Short Story Collections

- ♦ □ 808.8 with first three letters of author's surname
 □ SC with first letter of author's surname (1)
 - □ SC with first three letters of author's surname (2)
 - □ SC with first two letters of author's surname (4)
 - ☐ Follow fiction options (6)

9. Foreign Language Options

- \diamond \Box Classification number assigned by subject
 - Language code with first three letters of author's surname (3)
 - Language classification number with first letter of author's surname (6)
 - Language classification number with first three letters of author's surname (8)
 - Language code with classification number assigned by subject (9)

10. Reference

- - □ REF above assigned classification number (2)
 - REF above assigned classification number with first three letters of author's surname (4)
 - R above assigned classification number with first three letters of author's surname (9)

11. Professional

- - P above classification number of professional books (P)
 - PRO above classification number of professional books (Q)
 - PRF above classification number of professional books (R)
 - PROF above classification number of professional books (Z)

Sample Classroom Label	Washington Elementary School McHenry, IL 60050 2nd Grade English
City, State, Zip Department or Classroom	Optional Bar Code (bar code readable)
Book Title Author's Name Optional Information Lines	Where the Wild Things Are Maurice Sendak RL: 4.4 IL: K-3 AR RL: 3.4 MG Pts: 0.5 Quiz#5499 F & P: J

Classroom Label Options

Unattached 2	22¢ per book
□ Attached (front flyleaf)	70¢ per book

Examples of Label Placement Options



8

Standard Information (other than Book Title & Author's Name) □ Use Information on File

□ Use New Information Below

Limit of three lines, 30 characters/spaces per line. Use uppercase, lowercase, or both.

A. Institution Name

В.	Cit	t y ,	Sta	ate	, Z	ip															
C.	De	epa	artr	ne	nt	or	Cl	ass	sro	om							-				

Optional Information

A.
Bar Code (includes electronic catalog record)

□ Library Circulation System bar code

Destiny Textbook Manager

Use the next bar code number in my file at Follett

□ Use this bar code number: _

□ I have set aside the following bar code range for my classroom orders:

You may choose a maximum of 3 of the following items to include on your labels.

to

(Please number your choices by 1, 2, and 3 to indicate the order they should appear on your labels.)

- B. ____ FLR Reading Level and Interest Level (RL: 4.4 IL: K-3)
- C. ____ Accelerated Reader[®] Reading Level, Interest Level, Point Value, and Quiz Number (AR RL: 3.4 MG Pts: 0.5 Quiz#5499)
- D. ____ Reading Counts[™] Reading Level and Point Value, Lexile Measure (Reading Counts RL: 5.3 Pts: 8.0 800L)
- E. ____ Lexile Measure (800L)
- F. ____ Purchase Order Number and Date of Purchase (PO#: 12345 02/15/09)
- G. ____ Fountas and Pinnell Guided ReadingLevel (F & P: J)
- H. _____ Funding Source Fund Limit of 30 characters/spaces. Use uppercase, lowercase, or both.

														1
														1
														1
L	 				 			 						

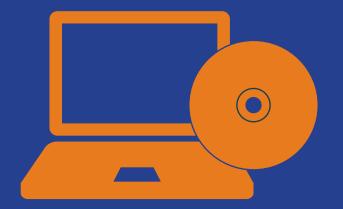
I. ____ Book Number Line (a blank line for you to use as needed) (Book# _____

B. STANDARD A/V CATALOGING AND PROCESSING OPTIONS

Please see the following pages for Follett's standard A/V cataloging and processing options.

Please note that supply chain disruptions and labor shortages continue to cause unanticipated delays outside of our control and therefore our processing and cataloging fulfillment may be delayed. We apologize for any inconvenience this may cause.





A/V Processing & Cataloging Specifications





Contact Name	□ I am a new Follett customer.
Title	Date
Phone	Purchase Order Number
Home Phone (optional)	Funding Source
Fax Number	Do Not Exceed \$
Email (school)	Need-By Date (if applicable)
Email (home-optional)	
What school is this order for?	
Bill To: ATTN:	Ship To: (if different from "Bill To") ATTN:
School/District	School/District
Address	
City/State/Zip	City/State/Zip
Additional Information For International Orders:	Additional Information For International Orders:
Province/Country	Province/Country
Postal Code	Postal Code

A/V Processing & Cataloging Information (Please choose 1, 2, or 3.)

1. □ No A/V processing & cataloging needed.

2. ☐ Use A/V processing & cataloging options on file at Follett.

- (Complete A-C as appropriate & send in your order).
 - A. \Box Use next bar code number on file.
 - B. \Box My starting bar code number for this order is _
 - C. □ I do not require bar codes.

3. □ Use A/V processing & cataloging options indicated on pages 3-6 of this order form.

- ☐ These are <u>permanent</u> changes to my A/V processing & cataloging specifications.
- □ These are <u>one-time</u> changes to my A/V processing & cataloging specifications.

Set up, review, or change your processing & cataloging specifications at titlewave.com!

Credit/Procurement Cards

□ Visa □ MasterCard □ Discover □ American Express

Please do not disclose your credit card number. We will contact you by telephone for this information.

Contact name ___

Follett

Phone _

Invoice Information

□ Sequence (check one): □ Title □ Author □ Same sequence as my order list

Special Instructions/Information:

Standard A/V Processing Packages

- 1. Do-It-Yourself A/V Automation Package (materials not attached)... 83¢ per A/V item Electronic catalog record, unattached spine and cover labels, unattached bar code label, and protector. If you choose this option, please complete all pertinent automation & processing specifications on pages 4 and 5 and cataloging specifications on page 6.
- 2. Do-It-Yourself A/V Catalog Card Kit (materials not attached)..... 83¢ per A/V item Catalog card set, unattached spine, and cover labels.
- 3. Tull A/V Automation Cataloging & Processing (materials attached) \$2.63 per A/V item Protective case or cover, electronic catalog record, spine and cover labels, bar code label, and protector. If you choose this option, please complete all pertinent automation & processing specifications on pages 4 and 5 and cataloging specifications on page 6.

□ Free mylar on books with dust jackets as applicable. □ No mylar

OnlyPackage #3 includes the following protective case(s) or cover(s):Compact discs (CDs) – crystal jewel caseRead-alongs – vinyl plastic hanging bagDigital video discs (DVDs) – crystal jewel caseCassette titles – Norelco plastic caseVHS cassette titles – durable hard plastic caseCassette titles – Norelco plastic case

Standard Individual Items

4. 🗇 Bar code label with protector (not attached)
5. 🗇 Spine & cover labels (not attached)
6. □ Shelflist card 13¢ per A/V item
7. 🗇 Date due slip (not attached)
🗆 Date due slip (attached – only available with package #3)
8. 🗇 Borrower's card
9. 🗇 Pocket (self-adhesive) (not attached)
Pocket (self-adhesive) (attached – only available with package #3)
10. 🗆 Theft detection (only available attached)
11. 🗆 Electronic catalog record
12. □ Catalog card set*
13. Lamination on paperbacks as applicable
(attached – only available with package #3)
* Please note: If you choose 10 you will be charged an additional 59¢ per book for processing handling.
This charge is waived if you choose processing package 3.

Call **877.899.8550** or email Customer Service at **customerservice@follettlearning.com** for assistance.

14. Electronic data

A. Computer

Windows D Macintosh

B. Automation system

- Follett Destiny[®]
- Other (version number) _____

C. Automation system

- □ MARC21 (formerly called USMARC) (electronic file name is "microlif.001")
- □ MicroLIF (electronic file name is "ibm.fil"; online delivery not available for this option)
- D. ☐ Holding code ______ (up to 25 characters in length) Identification code of your library, school, or library district (primarily used for union catalogs).

E. Method of Data Delivery

□ Receive MARC Records online via Titlewave®

15. Bar Code Information

- F. Bar code symbology
- □ Code 39 □ Codabar □ Interleaved 2 of 5

G. Bar code length _

H. Bar code structure

Material Type	Indicator: (1 c	haracter)		
School ID/Loc	ation: (4 to 6 o	characters)		
Check Digit:	MOD 10	MOD 43	🗖 None	

I. Starting bar code number for this order

I Use the next bar code number in my file at Follett

- Use this bar code number: _
- □ I have set aside the following bar code range for Follett:

to

J. Personalized bar codes

We will print the name of your library or another message on your bar codes. Please indicate how you would like the bar code message to appear. Limit of two lines, 30 characters/spaces per line. **Use uppercase, lowercase, or both.**

First Line

_	 	-	 		 	 		 	 	 	 	 		 	 	

Second Line

K. Bar code label position (Package 3)

Label placement outside of these options would incur an additional 13¢ per item. Standard placement of barcode label reads from bottom to top when selecting vertical placement. *Enter desired placement on the line(s) below.*

(Y, Z, S, T, W, X, 6, 1, 8, or 3	3)		Back	Front	Back Front
Compact discs:		_		Z	6 1
Single cassette titles:		_	S	Т	
Multiple cassette titles:		- 4	W	X	8 3
Read-alongs:					
Single DVD/VHS cassette titles:		-	Vertical O	ptions	Horizontal Options
Multiple DVD/VHS cassette titles:		-			
L. Spine Labels					
The standard options are:	□ 1⁄2"	🗖 1"	□ 1½"	D 2"	

R
N
O
Ce
S
<u></u>
bu
Ō
No.
\square
$\mathbf{\tilde{O}}$
2
5
σ
Spe
Ô
6
Ŭ_
SUC
DC DC

16. A/V Theft detection **1** 3-M Checkpoint Standard (frequency number: ______ Date Due (specify location: _____ 17. A/V pocket or date due slip location Compact Discs: Read-alongs: Back of jewel case Lower-right front of hanging bag Other: Other: Single cassette titles: VHS cassette & DVD titles: Unattached Back of case Other: **Other:** Multiple cassette titles (e.g. audiobooks):

18. A/V Personalized Pockets

- . . .

UnattachedOther:

We will print the name of your library or another message on your book pockets. Fill in the following as you would like the message to appear. Limit of two lines, 30 characters/spaces per line. **Use uppercase, lowercase, or both.** A third line is available to print your funding source. □ Use the same message as my personalized bar codes.

First Line																
Second Line)															
Optional Thi	rd Line	e for	Fu	ndir	ng S	our	ce									

If your order includes books, please complete our Book Processing & Cataloging Specifications Form.

We offer a wide variety of specialized processing and cataloging options.

Call **877.899.8550** or email Customer Service at **customerservice@follettlearning.com** for more information.



Cataloging Specifications

- □ Use my cataloging options on file at Follett School Solutions, LLC.
- □ Use cataloging options checked below. The default specification (♦) under each classification is used unless another specification is checked.
 - □ These are permanent changes to my A/V cataloging specifications.

□ These are <u>one-time</u> changes to my A/V cataloging specifications.

Classification Prefix

♦ □ Do not use a class	sification prefix	DVD or	for digital video discs
CD or	for compact discs	VHS or	for videocassettes
CASS or	for cassettes	□ VIEW or	for Playaway View
RAL or	for read alongs	PLAY or	for Playaway audiobooks
	-	CD-ROM or	for CD-ROMs

1. Subject Headings

☆ □ Library of Congress□ Sears (1)

2. Fiction

 $\Rightarrow \Box$ F with first three letters of Main Entry

- □ FIC with first three letters of Main Entry (1)
- □ First three letters of Main Entry (2)

3. Nonfiction

- \diamond \Box Classification number with first letter of Main Entry
 - Classification number with first three letters of Main Entry (1)
 - Classification number with first two letters of Main Entry (2)

4. Individual Biography

- \diamond **\Box** 92 with first three letters of biographee's surname
 - □ B with first three letters of biographee's surname (1)
 - □ 921 with first three letters of biographee's surname (2)

5. Collective Biography

- - \square 920 with first three letters of Main Entry (1)
 - 920 with first two letters of Main Entry (2)

6. Easy Fiction

- - \Box Follow fiction options (8)

7. Special Classification Options

- \diamond \Box No special classification option
 - □ J above classification number for all K-8 titles except Easy Fiction (4)
 - E above classification number for all Easy Nonfiction (5)

8. Short Story Collections

- - □ Follow fiction options (6)

9. Foreign Language Options

- \diamond \Box Classification number assigned by subject
 - Language code with first three letters of Main Entry (3)
 - Language classification number with first three letters of Main Entry (8)

Complete Your Processing & Cataloging Specifications at **titlewave.com**.

C. TOP 100 PUBLISHERS

- R&R Girardbindery Service
- Random House, Inc.
- Penguin USA
- Scholastic Trade
- HarperCollins
- Hachette Book Group
- Simon & Schuster Adult Trade
- Macmillan Publishing
- Abdo Publishing
- Rosen Publishing Group
- Coughlan Companies, LLC
- Lerner Group Dcs
- Bellwether
- Candlewick
- Ingram Publisher Services
- Findaway World, LLC (Audio)
- The Creative Company
- Referencepoint Press
- Cherry Lake Publishing
- Cengage Learning
- Jump! Inc.
- Crabtree Publishing Company
- Sourcebooks, Inc.
- International Baccalaureate
- Child's World
- Weigl Publishers Inc.
- National Highlights
- North Stareditions
- Bearport Publishing Company
- W.W. Norton& Company, Inc.
- Independentpublishersgroup
- Abc-Clio
- Lectorum Publications
- Sterling Publishing Co. Inc.
- Orca Book Publishers
- Smartbook Media Inc
- Lee & Low Books
- Rourke Educational Media

- Oxford University Press
- Baker & Taylor Publisher
- Norwood House Press
- Shell Educational Publishing
- Albert Whitman & Company
- Lego Education
- Sage Publications, Inc.
- Infobase Publishing
- National Book Network
- Tsai Fong Books
- Saddleback Publishing
- Diamond Book Distributors
- Copernicus Educational Product
- John Wiley & Sons, Inc.
- Spanish Publishers LLC
- Kaleidoscope Publishing, Inc.
- Brilliance Publishing, Inc.
- Workman Publishing
- Grey House Publishing
- Charlesbridge Publishing
- Mitchell-Lane
- Vista Higher Learning
- Taylor & Francis
- Ozo Edu, Inc.
- Deseret Book Co.
- Arte Publico
- Chicago Distribution Center
- 3pi Tech Solutions
- McGraw-Hill Education, Inc.
- Longleaf Services, Inc.
- American Psychological Assoc.
- Wm. B. Eerdmans Publishing Co.
- Distribooks, Inc.
- American Library Association
- Bloomsbury Publishing
- Newmark Learning, LLC
- Herobrine Publishing
- Douglas Stewart Company



- Pearson Education
- Firefly Books Ltd.
- Perfectionlearning Corp.
- Harry N. Abrams, Inc.
- Pronin International
- Cambridge University Press
- Heinemann Educational Books
- Zaner-Bloser, Inc.
- Barefoot Books
- Disney Bookgroup
- Pearson UK
- Speedy Publishing

- Wonder Workshop, Inc.
- Xist Publishing
- Flying Start Books
- 1517 Media
- Solution Tree
- Assoc. Supervision & Curr Dev.
- Diane Alberart Llc
- Learning Resources, Inc.
- Facts On File, Inc.
- Arbordale Publishing
- Merriam-Webster, Inc.
- Dover Publications, Inc.



D. SAMPLE MARC RECORDS

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035
050 4 aBF723.S75 bT4518 2020
082 04 a155.4/189/042 223
100 1 aTelgemeier, Raina.
245 10 aAgallas / cRaina Telgemeier ; translated by Juan Pablo Lombana.
264 1 aNew York, NY : bGraphix, un sello editorial de Scholastic, c[2020]
    _a211 pages :_bchiefly color illustrations ; c21 cm
300
     _atext_astill image_2rdacontent
336
337
     _aunmediated_2rdamedia
     _avolume_2rdacarrier
338
     _aTranslation of: Guts.
500
      aIn graphic novel form, Raina Telgemeier relates her struggles with
520
stress and anxiety as a child. Presented in Spanish.
    _aText in Spanish.
546
650 0 aStress in children_vComic books, strips, etc.
650 0 aChildren xPhysiology vComic books, strips, etc.
650 0 aStomach xDiseases vComic books, strips, etc.
655 7 aAutobiographical comics. 2lcgft.
655 7 aNonfiction comics. 2lcgft.
655 7_aComics (Graphic works)_2lcgft.
700 1 aLombana, Juan Pablo, d1966-
949
     a468 TEL i55852022070245 hIMC tBOOK lon-SHELF zNONFICTION xCOUNTY
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050 00 aGV1060.2.S75 bS65 2022
082 04 a796.7/5/092 223/eng/20220204
100 1 aSmith, Charles R., cJr., d1969-
245 10 aBessie the motorcycle queen / cwritten by Charles R. Smith Jr. ;
illustrated by Charlot Kristensen.
     _aFirst edition.
250
264 1 aNew York : bOrchard Books, c2022.
300 _a1 volume (unpaged) :_bcolor illustrations ;_c24 x 29 cm
     _atext_2rdacontent
336
     _astill image_2rdacontent
336
     _aunmediated_2rdamedia
337
     _avolume_2rdacarrier
338
504 aIncludes bibliographical references.
510 3 aPublishers Weekly, October 2022
510 3 aBooklist, August 2022
510 3 aKirkus Review, July 2022
510 3 aSchool Library Journal starred, August 2022
520
      a"Hop on the bike with Bessie Stringfield, the motorcycle queen of
Miami. In 1929, 18-year-old Bessie Stringfield hopped on her motorcycle and
headed out on an adventure, an unusual choice for a young Black woman at the
time. Paying her way by winning motorcycle races, she criss-crossed the
country through small towns, big cities, and wide open spaces. But not
everyone was happy to see Bessie's brown face peeking out from underneath her
helmet. And more than once, Bessie found herself making some quick exits on
the back of her bike to escape Jim Crow. A trailblazer in the world of
women's racing and motorcycling, Bessie Stringfield was a figure who will
inspire all children to pursue their dreams"--Provided by publisher.
600 10 aStringfield, Bessie, d1911-1993.
650 0 aWomen motorcyclists_zUnited States.
650 0 aMotorcyclists zUnited States.
650 0 aAfrican American women_vBiography.
650 0 aAfrican Americans vBiography.
655 7_aPicture books._2lcgft.
700 1 aKristensen, Charlot.
949
     a796.7 SMI i55852022070252 hIMC tBOOK lon-SHELF zNONFICTION xCOUNTY
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040
082 04_a[E]_223
100 1 aWillems, Mo.
245 13 aAn Elephant & Piggie biggie! nVolume 5 / cby Mo Willems.
246 14 aElephant & Piggie biggie-biggie-biggie!
246 3 _aElephant and Piggie biggie!_nVolume 5
246 3 aElephant and Piggie biggie-biggie-biggie!
246 30 aBiggie! nVolume 5
    _aFirst edition.
250
264 1 aNew York : bHyperion Books for Children, c2022.
300 _a312 pages :_bcolor illustrations ;_c24 cm.
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336
     _aunmediated_2rdamedia
338 _avolume_2rdacarrier
490 1 _aAn Elephont
337
      _aAn Elephant & Piggie
505 00 tI am invited to a party! -- tI will surprise my friend! -- tHappy Pig
Day! -- tWaiting is not easy! -- tThank you book.
510 3 _aSchool Library Journal, November 2022
520
      aCollects five stories about friends Elephant and Piggie.
600 00 aGerald c(Fictitious character from Willems)_vFiction.
600 00 aPiggie c(Fictitious character from Willems) vFiction.
650 0 aElephants vFiction.
650 0 aSwine vFiction.
650 0 aFriendship_vFiction.
650 0 aHumorous stories.
655 7 aHumorous fiction. 2lcgft.
655 7 aAnimal fiction. 21cgft.
800 1 aWillems, Mo. tElephant & Piggie book.
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949 _aE WIL_i55852022070260_hIMC_tBOOK_lON-SHELF_zEASY_xCOUNTY
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040
      an-us-mt
043
050 4_aPZ7.7.B323_bIaq 2022
082 04 a741.5/973 223
100 1 aBall, Georgia.
245 10 aI survived the attack of the grizzlies, 1967 / cadapted by Georgia
Ball ; with art by Berat Pekmezci.
246 30 aAttack of the grizzlies, 1967
    _aFirst edition.
250
264 1 aNew York, NY : bGraphix, an imprint of Scholastic, c2022.
300 _a147 pages :_bchiefly color illustrations, color map ;_c24 cm.
     _atext_2rdacontent
336
     _astill image_2rdacontent
336
     _aunmediated_2rdamedia
337
338 avolume 2rdacarrier
490 1 aI survived
500
     a"Based on the novel in the New York times bestselling series by
Lauren Tarshis."
    _aIncludes bibliographical references.
504
510 3 aKirkus Review, May 2022
520 _a"Eleven-year-old Melody Vega and her family visit Glacier National
Park every summer, but this year Mel comes face-to-face with a terrifying
grizzly bear"--OCLC.
650 0 aBear attacks zMontana zGlacier National Park vComic books, strips,
etc.
650 0 aBear attacks zMontana zGlacier National Park vFiction.
650 0 aHuman-bear encounters zMontana zGlacier National Park vComic books,
strips, etc.
650 0 aHuman-bear encounters zMontana zGlacier National Park vFiction.
650 0 aAdventure stories.
650 0 aHistorical fiction.
655 7 aAction and adventure comics. 2lcgft.
655 7 aHistorical comics. 2lcqft.
655 7 aGraphic novel adaptations. 21cgft.
655 7 aGraphic novels._2lcgft.
700 1 _aPekmezci, Berat, _d1986-
700 1 iGraphic novelization of: aTarshis, Lauren. tI survived the attack of
the grizzlies, 1967.
830 0 aI survived (Graphic novel series)
949
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      an-us---
043
050 4_aPS661_b.R46 2020
082 04 a815 223
245 00 aRepresentative American speeches, 2019-2020.
264 1 aAmenia, New York : bGrey House Publishing, c2020.
    _axii, 215 pages :_billustrations ; c26 cm.
300
     _atext_2rdacontent
336
     _aunmediated_2rdamedia
337
     _avolume_2rdacarrier
338
490 1 aThe Reference shelf ; vVolume 92, number 6
     _a"H.W. Wilson, a division of EBSCO Information Services, Inc."
500
504
     aIncludes bibliographical references and index.
520
      a"Selected from a diverse field of speakers and venues, this volume
offers some of the . . . American speeches of the year. Distinguished by its
diversity, covering areas in politics, education, popular culture, as well as
trending topics in the news, these speeches provide a . . . format to explore
some of the year's [2019-2020] . . . stories"--Provided by publisher.
650 0 aSpeeches, addresses, etc., American y21st century.
650 0 aCOVID-19 (Disease) zUnited States vSources.
650 0 aCivil rights zUnited States vSources.
650 0 aSocial action zUnited States xHistory y21st century vSources.
650 0 aPresidents zUnited States xElection vSources.
651 0 aUnited States xPolitics and government y2017- vSources.
655 7 aSpeeches. 2lcgft.
710 2 aH.W. Wilson Company.
830 0 aReference shelf ; vv. 92, no. 6.
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050 4 aPZ7.1.R355 bSal 2020
082 04_a[E]_223
100 1 aRamadan, Ahmad Danny.
245 10_aSalma the Syrian chef /_cstory by Danny Ramadan ; art by Anna Bron.
264 1 aToronto : bAnnick Press, c[2020]
    _a1 volume (unpaged) :_bcolor illustrations ; c30 cm
300
     _atext_2rdacontent
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     _aunmediated_2rdamedia
337
     _avolume_2rdacarrier
338
510 3 aSchool Library Journal starred, April 2020
510 3 aNotable/Best Books (A.L.A.), January 2021
510 3 aBooklist starred, March 2020
510 3 aPublishers Weekly, February 2020
510 3 aKirkus Starred, February 2020
520
      a"All Salma wants is to make her mama smile again. Between English
classes, job interviews, and missing Papa back in Syria, Mama always seems
busy or sad. A homemade Syrian meal might cheer her up, but Salma doesn't
know the recipe, or what to call the vegetables in English, or where to find
the right spices! Luckily, the staff and other newcomers in her Welcome
Center are happy to lend a hand--and a sprinkle of sumac"--Back cover
650 0 aCooking, Syrian vFiction.
650 0_aRefugees, Arab_vFiction.
650 0 aFamilies vFiction.
655 7 aPicture books. 2lcgft.
700 1 aBron, Anna, d1989-
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949
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050 4 aHQ1123 b.C58 2022
082 04_a920.72_223
100 1 aClinton, Chelsea.
245 10 aShe persisted in science : bbrilliant women who made a difference
/ cwritten by Chelsea Clinton ; illustrated by Alexandra Boiger.
264 1 aNew York : bPhilomel Books, c2022.
    _a1 volume (unpaged) :_bcolor illustrations ; c29 cm
300
    _atext_2rdacontent
336
     _aunmediated_2rdamedia
337
338
     _avolume 2rdacarrier
510 3 aSchool Library Journal, March 2022
     a"An illustrated introduction to women scientists who didn't listen to
520
those who told them "no" and who used their smarts, skills and persistence to
discover, invent, create, and explain"--Adapted from publisher description.
650 0 aWomen xHistory.
650 0_aWomen_vBiography.
650 0 aWomen in medicine.
650 0 aWomen in science.
655 7 aBiographies. 2lcgft.
700 1 _aBoiger, Alexandra.
949 a920.72 CLI i55852022070302 hIMC tBOOK lon-shelf zNONFICTION xCOUNTY
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050 4_aLB1576_b.S38 2021
082 04 a808/.042/071 223
100 1 aSerravallo, Jennifer.
245 10 aTeaching writing in small groups / cJennifer Serravallo.
264 1 aPortsmouth, NH : bHeinemann, c[2021]
     _axiii, 160 pages :_bcolor illustrations ; c26 cm
300
     _atext_2rdacontent
336
     _aunmediated_2rdamedia
337
338
     _avolume 2rdacarrier
500
     a"Grades K-8"--Front cover.
504
      aIncludes bibliographical references (pages 157-160).
520
      a"Find out how just a few minutes of purposeful, responsive teaching
can have a big impact with your students. [This book] details . . . practices
for optimizing groups that help you: value each child's language and literacy
practices, develop relationships with your writers, teach with efficiency,
increase student engagement, improve independence, develop social support
amongst students, [and] provide space to give and receive feedback"--Provided
by publisher.
650 0 aEnglish language xComposition and exercises xStudy and teaching.
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- 655 7_aInstructional and educational works._2lcgft.
- 949 **a**PROF. 808 SER_i55852022070310_hIMC_tPROF-BOOK_lON-SHELF_xCOUNTY

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082 04 a508/.02 223
100 1 _aPaquette, Ammi-Joan.
245 10 aTwo truths and a lie. pForces of nature / cAmmi-Joan Paquette and
Laurie Ann Thompson ; illustrations by Lisa K. Weber.
246 3 a2 truths & a lie. pForces of nature
246 30 aForces of nature
250 _aFirst edition.
264 1_aNew York, NY :_bWalden Pond Press, an imprint of
HarperCollinsPublishers, c[2019]
300 _ax, 192 pages : billustrations (chiefly color), color maps ; c24 cm
336
     _atext_2rdacontent
     _aunmediated_2rdamedia
337
338
      avolume 2rdacarrier
     _aIncludes bibliographical references (pages 158-177) and index.
504
520
      a"You've heard of the game: Every story in this book is strange and
astounding, but one out of every three is an outright lie. Picking out the
fakes isn't as easy as you think, however. Some false stories are based on
truth, and some of the true stories are just plain unbelievable! Don't be
fooled by the photos that accompany each story--it's going to take all your
smarts and some clever research to ferret out the truth"--Provided by
publisher.
650 0 aNature vMiscellanea.
650 0 aEarth sciences vMiscellanea.
655 7 aTrivia and miscellanea. 21cgft.
700 1 aThompson, Laurie Ann.
700 1 aWeber, Lisa K..
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082 04 a[Fic] 223
100 1 aJackson, Tiffany D...
245 14 aThe weight of blood / cTiffany D. Jackson.
250
      aFirst edition.
264 1 aNew York, NY : bKatherine Tegen Books, an imprint of
HarperCollinsPublishers,_c[2022]
    300
336
     atext 2rdacontent
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338
      avolume 2rdacarrier
510 3 <u>a</u>School Library Journal starred, August 2022
510 3
      aBulletin of the Center for Children's Books starre, November 2022
510 3 _aPub Weekly, August 2022
510 3 _aKirkus Starred, July 2022
510 3 _aBooklist, September 2022
510 3 aHorn Book, September 2022
      a"When Springville residents--at least the ones still alive--are
520
questioned about what happened on prom night, they all have the same
explanation--Maddy did it. An outcast at her small-town Georgia high school,
Madison Washington has always been a teasing target for bullies. And she's
dealt with it because she has more pressing problems to manage. Until the
morning a surprise rainstorm reveals her most closely kept secret: Maddy is
biracial. She has been passing for white her entire life at the behest of her
fanatical white father, Thomas Washington. After a viral bullying video pulls
back the curtain on Springville High's racist roots, student leaders come up
with a plan to change their image: host the school's first integrated prom as
a show of unity. The popular white class president convinces her Black
superstar quarterback boyfriend to ask Maddy to be his date, leaving Maddy
wondering if it's possible to have a normal life. But some of her classmates
aren't done with her just yet. And what they don't know is that Maddy still
has another secret--one that will cost them all their lives"--Provided by
publisher.
650 0 aBullying vFiction.
650 0 aRacially mixed people vFiction.
650 0 aHigh schools vFiction.
650 0 aProms vFiction.
650 0 aRacism vFiction.
650 0 aHorror tales.
651 0 aGeorgia vFiction.
655 7_aThrillers (Fiction)_2lcgft.
655 7_aHorror fiction._2lcgft.
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949 aJAC i55852022070336 hIMC tBOOK lON-SHELF zFICTION xCOUNTY



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043
050 4_aE77_b.A125 2017
082 04 a305.8/00973 223
245 10 a50 events that shaped American Indian history : ban encyclopedia of
the American mosaic. nVolume 1 / cDonna Martinez and Jennifer L. Williams
Bordeaux, editors.
246 3 _aFifty events that shaped American Indian history
264 1_aSanta Barbara, California :_bGreenwood, an imprint of ABC-CLIO,
LLC,_c[2017]
    _axxix, 403 pages :_billustrations ;_c27 cm
300
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338
     _avolume_2rdacarrier
     _aIncludes bibliographical references.
504
520
       aArranged chronologically, this volume captures the past and cultural
traditions of American Indian people, spanning from 1500 BCE to the 1920s.
650 0 aIndians of North America xHistory vEncyclopedias.
651 0 aUnited States xEthnic relations xHistory vEncyclopedias.
655 7 aEncyclopedias. 2lcgft.
700 1 aMartinez, Donna.
700 1 _aBordeaux, Jennifer L. Williams.
      a305.8 FIF_vV.1_i55852022070344_hIMC_tBOOK_lON-
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050 4_aE77_b.A125 2017
082 04 a305.8/00973 223
245 10 a50 events that shaped American Indian history : ban encyclopedia of
the American mosaic. nVolume 2 / cDonna Martinez and Jennifer L. Williams
Bordeaux, editors.
246 3 _aFifty events that shaped American Indian history
264 1_aSanta Barbara, California :_bGreenwood, an imprint of ABC-CLIO,
LLC,_c[2017]
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     _aIncludes bibliographical references and index.
504
520
       aArranged chronologically, this volume captures the past and cultural
traditions of American Indian people, spanning from the 1920s to 2015.
650 0 aIndians of North America xHistory vEncyclopedias.
651 0 aUnited States xEthnic relations xHistory vEncyclopedias.
655 7 aEncyclopedias. 2lcgft.
700 1 _aMartinez, Donna.
700 1 _aBordeaux, Jennifer L. Williams.
776 08_iOnline version:_t50 events that shaped American Indian history_dSanta
Barbara, California : Greenwood, an imprint of ABC-CLIO, LLC,
[2017] z9781440835773 w(DLC) 2016026268.
949
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      an-us-wv
043
082 04 a[Fic] a791.43/72 223
245 04 aThe glass castle.
250
    a[Widescreen format].
264 1 aSanta Monica, California : bLionsgate, c2017.
    _a1 DVD (approximately 127 min.) :_bsound, color ; c4 3/4 in.
300
     _atwo-dimensional moving image 2rdacontent
336
     _avideo_2rdamedia
337
338
     _avideodisc 2rdacarrier
     aTitle from container.
500
     _aBased on the book by Jeannette Walls.
500
     _aOriginally produced as a feature film in 2017.
500
     _aIncludes special features.
500
508
      aLionsgate presents ; a Gil Netter/Lionsgate production ; music by
Joel P. West ; editor, Nat Sanders ; director of photography, Brett Pawlak ;
produced by Gil Netter, Ken Kao ; screenplay by Destin Daniel Cretton &
Andrew Lanham ; directed by Destin Daniel Cretton.
511 1 aBrie Larson, Woody Harrelson, Naomi Watts, Max Greenfield, Sarah
Snook.
     _a"Jeannette had a poor but wildly adventurous childhood, raised by her
520
free-spirited father and her mother, an eccentric artist. But when her
father's behavior becomes erratic, Jeannette must find the courage to live on
her own terms"--Container.
521 2 aYoung Adult bFollett School Solutions.
521 8 aMPAA rating: PG-13; for mature thematic content involving family
dysfunction, and for some language and smoking.
     _aDVD ; 5.1 Dolby digital ; region 1.
538
     _aSoundtrack in English and Spanish ; subtitles in Spanish.
546
     _aEnglish subtitles for the deaf and hard of hearing.
546
      aAudio described.
546
600 10 aWalls, Jeannette_vDrama.
650 0 aChildren of alcoholics zWest Virginia zWelch vDrama.
650 0 aPoor zWest Virginia zWelch vDrama.
650 0 aDysfunctional families zWest Virginia zWelch vDrama.
655 7 aFeature films. 21cgft.
655 7 aFiction films. 2lcgft.
655 7 aBiographical films. 2lcgft.
655 7 aFilm adaptations. 21cgft.
655 7 aFilms for the hearing impaired. 2lcgft.
655 7_aFilms for people with visual disabilities._2lcgft.
700 1 _aLarson, Brie, _d1989-
700 1 _aHarrelson, Woody.
700 1 _aWatts, Naomi,_d1968-
700 1 aWest, Joel P..
700 1 aNetter, Gil.
700 1 aKao, Ken c(Film producer).
```



- 700 1 _aCretton, Destin Daniel. 700 1 _aLanham, Andrew_c(Screenwriter). 700 1 _iBased on: aWalls, Jeannette._tGlass castle. 710 2 _aGil Netter Productions. 710 2 _aLiona Cata Entertainment (Eirm)
- 710 2 _aLions Gate Entertainment (Firm).
- 949 aDVD GLA_i55852022070229_hIMC_tDVD_lON-SHELF_zDVD_xCOUNTY



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NEWBERY AND CALDECOTT TITLES
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082 00 a[E] 223
100 1 aSantat, Dan.
245 14 aThe adventures of Beekle : bthe unimaginary friend / cDan Santat.
246 30 aBeekle
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      aFirst edition: April 2014.
264 1_aNew York :_bLittle, Brown and Company,_c2014.
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     a40 unnumbered pages : bcolor illustrations ; c29 cm
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337 _aunmediated_2rdamedia
338 avolume_2rda
338 _avolume_2rdacarrier
510 3 _aSchool Library Journal starred, April 2014
510 3 _aNotable/Best Books (A.L.A.), January 2015
510 3 aNew York Times, April 2014
510 3 aHorn Book, October 2014
510 3 aBulletin (Center for Children's Books), June 2014
510 3 aKirkus Review, March 2014
510 3
      aLibrary Media Connection, November 2014
510 3 _aChristian Library, September 2015
     aAn imaginary friend waits a long time to be imagined by a child and
520
given a special name, and finally does the unimaginable--he sets out on a
quest to find his perfect match in the real world.
586
      aCaldecott Medal/Honor, 2015
650 0 aImaginary companions_vFiction.
650 0 aFriendship_vFiction.
655 7 aPicture books for children. 21csh.
949
      AE SAN 155852022070559 HIMC TBOOK LON-SHELF ZEASY XCOUNTY
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082 00 a811/.6 223
100 1 aReynolds, Jason.
245 10 aAin't burned all the bright / cby Reynolds & Griffin.
246 3 aHas not burned all the bright
264 1_aNew York :_bAtheneum,_c[2022]
    __a1 volume (unpaged) :_billustrations (chiefly color) ; c22 cm
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500 _a"A Caitlyn Dlouhy book."
510 3 _aSchool Library Journal starred, May 2022
510 3 _aBooklist starred, December 2021
510 3 aHorn Book Starred, March 2022
510 3 aBulletin of the Center for Children's Books starre, January 2022
510 3 aPub Weekly, November 2021
510 3 _aKirkus Starred, November 2021
520 a"A smash up of art and text that viscerally captures what it is to be Black. In America. Right Now"--Provided by publisher.
586 _aCaldecott Medal/Honor, 2023
650 0 aAfrican Americans.
650 0 aAmerican poetry y21st century.
650 0 aChildren's poetry, American.
655 7_aPoetry._2lcgft.
700 1
       aGriffin, Jason.
776 08 iOnline version: aReynolds, Jason tOxygen mask. bFirst edition dNew
York : Atheneum, 2022. z9781534439474 w(DLC) 2021024411.
949
    a811 REY i55852022070567 hIMC tBOOK lon-SHELF zNONFICTION xCOUNTY
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100 1 aReynolds, Jason.
245 10 aAin't burned all the bright / cby Reynolds & Griffin.
246 3 aHas not burned all the bright
264 1_aNew York :_bAtheneum,_c[2022]
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500 _a"A Caitlyn Dlouhy book."
510 3 _aSchool Library Journal starred, May 2022
510 3 _aBooklist starred, December 2021
510 3 aHorn Book Starred, March 2022
510 3 aBulletin of the Center for Children's Books starre, January 2022
510 3 aPub Weekly, November 2021
510 3 _aKirkus Starred, November 2021
520 a"A smash up of art and text that viscerally captures what it is to be Black. In America. Right Now"--Provided by publisher.
586 _aCaldecott Medal/Honor, 2023
650 0 aAfrican Americans.
650 0 aAmerican poetry y21st century.
650 0 aChildren's poetry, American.
655 7_aPoetry._2lcgft.
700 1
       aGriffin, Jason.
776 08 iOnline version: aReynolds, Jason tOxygen mask. bFirst edition dNew
York : Atheneum, 2022. z9781534439474 w(DLC) 2021024411.
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082 04 a323/.092 aB 223/eng/20220422
100 1 aJoy, Angela, d1975-
245 10 aChoosing brave : bhow Mamie Till-Mobley and Emmett Till sparked the
civil rights movement / cAngela Joy ; illustrated by Janelle Washington.
250
     _aFirst edition.
264 1 aNew York : bRoaring Brook Press, c2022.
     _a1 volume (unpaged) :_bcolor illustrations ; c24 x 29 cm
300
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336
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338
504 aIncludes bibliographical references.
510 3 aSchool Library Journal starred, January 2023
510 3 aHorn Book Starred, September 2022
510 3 aBulletin of the Center for Children's Books starre, October 2022
510 3 aPub Weekly, October 2022
510 3 _aKirkus Starred, June 2022
520 _a"The story of the mother of Emmett Till, and how she channeled grief
over her son's death into a call to action for the civil rights movement"--
Provided by publisher.
586
     _aCaldecott Medal/Honor, 2023
586
       aRobert F. Sibert Informational Book Award/Honors, 2023
600 10 aTill-Mobley, Mamie, d1921-2003.
600 10 aTill, Emmett, d1941-1955.
650 0 aAfrican American women civil rights workers zUnited
States vBiography.
650 0 aAfrican American mothers zUnited States vBiography.
650 0 aMothers of murder victims zUnited States vBiography.
650 0 aAfrican Americans_xCivil rights_xHistory_y20th century.
655 7 aBiographies. 2lcgft.
700 1 aWashington, Janelle.
949 aBIO. TIL i55852022070583 hIMC tBOOK lON-SHELF zBIOGRAPHY xCOUNTY
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050 00 aPZ7.1.M38 bFin 2015
082 00 a[E] 223
100 1 aMattick, Lindsay.
245 10 aFinding Winnie : bthe true story of the world's most famous bear
/ cby Lindsay Mattick ; illustrated by Sophie Blackall.
    _aFirst edition: October 2015.
250
264 1 aNew York : bLittle, Brown and Company, c2015.
300 _a1 volume (unpaged) :_billustrations (chiefly color) ;_c27 cm
336
     _atext_2rdacontent
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336
     _aunmediated_2rdamedia
337
338 _avolume_2rdacarrier
510 3 _aSchool Library Journal starred, August 2015
510 3 _aBooklist starred, September 2015
510 3 _aHorn Book Starred, September 2015
510 3 aPub Weekly, July 2015
510 3 aNew York Times, November 2015
510 3 aBulletin (Center for Children's Books), January 2016
510 3 _aLibrary Media Connection, February 2016
510 3 _aResource Links, December 2015
520 aA fictionalized account of Captain Harry Coleburn's relationship with
a bear cub in 1914, which he rescued while on his way to care for soldiers'
horses during World War I and became the inspiration for A.A. Milne's Winnie-
the-Pooh.
    aCaldecott Medal/Honor, 2016
586
600 00 aWinnie-the-Pooh c(Fictitious character) vFiction.
600 10_aColebourn, Harry, d1887-1947_vFiction.
600 10 aMilne, A. A. q(Alan Alexander), d1882-1956 vFiction.
650 0 aWinnipeg (Bear) vFiction.
650 0 aBears vFiction.
650 0 aSoldiers vFiction.
700 1 aBlackall, Sophie.
949 aE MAT i55852022070591 hIMC tBOOK lon-shelf zeasy xCOUNTY
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082 04 a[Fic] 223
100 1 _aDiCamillo, Kate.
245 10 aFlora & Ulysses : bthe illuminated adventures / cKate DiCamillo ;
illustrated by K.G. Campbell.
246 3 _aFlora and Ulysses
250
      aFirst movie tie-in edition.
264 1 aSomerville, Massachusetts :_bCandlewick Press,_c2020.
264 4 cÃ2013
    _a231 pages :_billustrations ;_c20 cm
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336
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338
      avolume 2rdacarrier
510 3 aSchool Library Journal starred, August 2013
510 3 aBooklist starred, June
510 3 aPub Weekly, June 2013
      aBooklist starred, June 2013
510 3 _aKirkus Starred, July 2013
510 3 aNew York Times, September 2013
510 3 aHorn Book, September 2013
510 3 aLibrary Media Connection, March 2014
510 3 _aChristian Library, November 2014
520 _aA girl named Flora and a squirrel named Ulysses, whose life was saved
by Flora after he was involved in an incident with a vacuum cleaner, team up
to use Ulysses' superpowers to conquer villains and protect the weak.
586
      aNewbery Medal/Honor, 2014
650 0 aSquirrels vFiction.
650 0 aGirls vFiction.
650 0 aSuperheroes vFiction.
655 7_aFantasy fiction._2lcgft.
700 1 _aCampbell, K. G._q(Keith Gordon), _d1966-
949
     aDIC i55852022070609 hIMC tBOOK lon-SHELF zFICTION xCOUNTY
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01673nam 2200457 i 4500 LDR fol20211163 001 003 ICrlF 20230309110657.8 005 nyu c 0001enq 008 210426s2022 **a** 2021016150 010 _**a**9780316056618 020 **a**0316056618 020 _a(ICrlF)1610HW 035 __aDLC_beng_erda_cDLC_dICrlF 040 042 _apcc_alcac 050 00 aPZ7.1.L865 bFr 2022 082 00 **a**[Fic] **2**23 100 1 **a**Luqman-Dawson, Amina. 245 10 aFreewater / cAmina Luqman Dawson. _**a**First edition. 250 264 1 aNew York : bLittle, Brown and Company, c2022. **_a**viii, 403 pages ;**_c**21 cm 300 336 _atext_2rdacontent _aunmediated_2rdamedia 337 338 avolume 2rdacarrier 490 1 aJames Patterson presents novel 510 3 <u>a</u>School Library Journal, March 510 3 <u>a</u>Booklist starred, January 2022 aSchool Library Journal, March 2022 510 3 _aHorn Book Starred, May 2022 510 3 _aLibrary Media Connection starred, May 2022 510 3 aKirkus Starred, December 2021 510 3 _aPublishers Weekly Annex, February 2022 520 **a**After fleeing the plantation where they were enslaved, siblings Ada and Homer discover the secret community of Freewater, and work with freeborn Sanzi to protect their new home from the encroaching dangers of the outside world. _aNewbery Medal/Honor, 2023 586 586 aCoretta Scott King Award, 2023 650 0 **a**African Americans **v**Fiction. 650 0 aSlavery vFiction. 650 0 aSiblings_vFiction. 650 0 aCommunities vFiction. 830 0 aJames Patterson presents. 949 ALUQ I55852022070617 HIMC TBOOK LON-SHELF ZFICTION XCOUNTY



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050 4 aPZ7.B26663 bGi 2019
082 04_a[Fic]_223
100 1 aBarnhill, Kelly Regan.
245 14 aThe girl who drank the moon / cKelly Barnhill.
250
      aFirst Gift edition.
264 1 aChapel Hill, North Carolina : bAlgonquin Young Readers, c2019.
264 4 cÃ2016
    _a386 pages :_bmap ; c22 cm
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337
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338
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      aMap on endpapers.
510 3 aSchool Library Journal starred, July 2016
510 3
      aBooklist starred, July 2016
510 3 _aBulletin of the Center for Children's Books starre, September 2016
510 3 _aPub Weekly, June 2016
510 3 _aKirkus Starred, June 2016
510 3 aNew York Times, October 2016
510 3 aHorn Book, September 2016
510 3 aVoice of Youth Advocates (V.O.Y.A.), October 2016
510 3 aTeacher Librarian, October 2016
520
     _a"An epic fantasy about a young girl raised by a witch, a swamp
monster, and a Perfectly Tiny Dragon, who must unlock the powerful magic
buried deep inside her."--Provided by publisher.
650 0 aWitches vFiction.
650 0 aMagic vFiction.
650 0 aFriendship in children_vFiction.
655 7 aFantasy fiction. 2lcgft.
949
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050 00 aPZ7.B5319 bHel 2018
082 00 a[E] 223
100 1 aBlackall, Sophie.
245 10 aHello lighthouse / cSophie Blackall.
250
      aFirst Edition: April 2018.
264 1 aNew York : bLittle, Brown and Company, c2018.
    ___a1 volume (unpaged) :__bcolor illustrations ; c31 cm
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337
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338
500
      aIncludes one fold-out page.
510 3 <u>a</u>School Library Journal starred, January 2018
510 3 aNotable/Best Books (A.L.A.), January 2019
510 3 _aBooklist starred, February 2018
510 3 aBulletin of the Center for Children's Books starre, April 2018
510 3 aPub Weekly, January 2018
510 3 _aKirkus Starred, February 2018
510 3 aNew York Times, April 2018
510 3 _aHorn Book, November 2018
     _a"Explores the life of one lighthouse as it beams its message out to
520
sea through shifting seasons, changeable weather, and the tenure of its final
keeper"--Provided by publisher.
586
      aCaldecott Medal/Honor, 2019
650 0 aLighthouses vFiction.
655 7 aPicture books. 2lcqft.
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949
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050 4 aPZ7.1.K45 bHel 2018
082 04_a[Fic]_223
100 1 _aKelly, Erin Entrada.
245 10 aHello universe / cErin Entrada Kelly.
250
    aFirst paperback edition.
264 1 aNew York, NY : bGreenwillow Books, an imprint of HarperCollins
Publishers, c2020.
264 4 cÃ2017
     _a345 pages :_billustrations ;_c21 cm
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336
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338
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510 3 aSchool Library Journal starred, January 2017
510 3
      aBooklist starred, December 2016
510 3 _aPub Weekly, December 2016
510 3 _aKirkus Starred, December 2016
510 3 aHorn Book, October 2017
510 3 aBulletin (Center for Children's Books), March 2017
510 3 _aCatholic Library World, June 2017
520
      aThe lives of four misfits are intertwined when a bully's prank lands
shy Virgil at the bottom of a well and Valencia, Kaori, and Gen band together
in an epic quest to find and rescue him.
586 _aNewbery Medal/Honor, 2018
586
      aTexas Bluebonnet Award, 2018
650 0 aFriendship vFiction.
650 0 aMissing children vFiction.
650 0 aBullying vFiction.
650 0 aHearing impaired vFiction.
650 0 aPsychic ability vFiction.
650 0 aSisters vFiction.
949
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082 00 a[E] 223
100 1 _aSalati, Doug.
245 10 aHot dog / cDoug Salati.
250
    _aFirst edition.
264 1_aNew York :_bAlfred A. Knopf,_c2022.
300 _a1 volume (unpaged) :_bcolor illustrations ;_c27 cm
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     ____avolume_2rdacarrier
338
500
      a"This is a Borzoi book"--Title page verso.
510 3 <u>a</u>Horn Book Starred, November 2022
510 3 <u>a</u>Pub Weekly, February 2022
510 3 aKirkus Starred, September 2022
520 a"A summery picture book about mindfulness, featuring an overheated--
and overwhelmed--canine in need of sea, sand, and fresh air"--Provided by
publisher.
586
    aCaldecott Medal/Honor, 2023
650 0 aSenses and sensation vFiction.
650 0_aDogs_vFiction.
655 7 aAnimal fiction. 2lcgft.
655 7 aPicture books._2lcgft.
949
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050 00 aPZ7.D41496 bKn 2022
082 00 a[E] 223
100 1 _aDenise, Christopher.
245 10 aKnight Owl / cChristopher Denise.
    _aFirst edition.
250
264 1_aNew York : bLittle, Brown and Company, c2022.
    ____a1 volume (unpaged) :__bcolor illustrations ; c29 cm
300
336
      _atext_2rdacontent
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336
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337
     _avolume_2rdacarrier
338
500 a"Christy Ottaviano Books."
510 3 aBooklist starred, March 2022
510 3 _aPublishers Weekly, January 2022
510 3 _aKirkus Review, January 2022
520 _aAfter achieving his dream of becoming a knight, a small owl protects
the castle from a hungry dragon.
586 _aCaldecott Medal/Honor, 2023
650 0_aKnights and knighthood_vFiction.
650 0_aOwls_vFiction.
655 7_aPicture books._2lcgft.
949 aE DEN 155852022070666 hIMC tBOOK 10N-SHELF ZEASY XCOUNTY
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082 00 a[E] 223
100 1 _aDenise, Christopher.
245 10 aKnight Owl / cChristopher Denise.
    _aFirst edition.
250
264 1_aNew York : bLittle, Brown and Company, c2022.
    ____a1 volume (unpaged) :__bcolor illustrations ; c29 cm
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500 a"Christy Ottaviano Books."
510 3 aBooklist starred, March 2022
510 3 _aPublishers Weekly, January 2022
510 3 _aKirkus Review, January 2022
520 _aAfter achieving his dream of becoming a knight, a small owl protects
the castle from a hungry dragon.
586 _aCaldecott Medal/Honor, 2023
650 0_aKnights and knighthood_vFiction.
650 0_aOwls_vFiction.
655 7_aPicture books._2lcgft.
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100 1 aHiguera, Donna Barba.
245 14 aThe last cuentista / cDonna Barba Higuera.
264 1 aMontclair [Cailfornia] : bLevine Querido, c2021.
    _a320 pages ;_c22 cm
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510 3 aSchool Library Journal starred, September 2021
510 3 aNotable/Best Books (A.L.A.), January 2022
510 3 aPub Weekly, June 2021
510 3 aKirkus Starred, July 2021
510 3 aHorn Book, September 2021
520
      a"A girl named Petra Pena, who wanted nothing more than to be a
storyteller, like her abuelita. But Petra's world is ending. Earth has been
destroyed by a comet, and only a few hundred scientists and their children -
among them Petra and her family - have been chosen to journey to a new
planet. They are the ones who must carry on the human race. Hundreds of years
later, Petra wakes to this new planet - and the discovery that she is the
only person who remembers Earth. A sinister Collective has taken over the
ship during its journey, bent on erasing the sins of humanity's past. They
have systematically purged the memories of all aboard - or purged them
altogether. Petra alone now carries the stories of our past, and with them,
any hope for our future. Can she make them live again? "--Jacket flap.
586
     aNewbery Medal/Honor, 2022
     _aPura Belpre Award/Honors, 2022
586
586
       aTexas Lone Star Reading List, 2023
650 0 aGirls vFiction.
650 0 aMemory vFiction.
650 0 aLife on other planets vFiction.
655 7 aScience fiction. 2lcgft.
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082 04 a[Fic] 223
100 1 _aHiguera, Donna Barba.
245 14 aThe last cuentista / cDonna Barba Higuera.
250
     aLarge print edition.
264 1 aWaterville, ME : bThorndike Press, a part of Gale, a Cengage
company,_c2022.
264 4 cÃ2021
     _a441 pages (large print) ; c23 cm.
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338
490 1 aThorndike Press youth large print middle reader
510 3 aSchool Library Journal starred, September 2021
510 3
      aPub Weekly, June 2021
510 3 _aKirkus Starred, July 2021
510 3 aHorn Book, September 2021
520
     aA girl named Petra Pena wanted nothing more than to be a storyteller,
like her abuelita. But Petra's world is ending. Earth has been destroyed by a
comet, and only a few hundred scientists and their children--among them Petra
and her family--have been chosen to journey to a new planet. They are the
ones who must carry on the human race. Hundreds of years later, Petra wakes
to this new planet--and the discovery that she is the only person who
remembers Earth. A sinister Collective has taken over the ship during its
journey, bent on erasing the sins of humanity's past. They have
systematically purged the memories of all aboard--or purged them altogether.
Petra alone now carries the stories of our past, and with them, any hope for
our future. Can she make them live again?
     aNewbery Medal/Honor, 2022
586
      aPura Belpre Award/Honors, 2022
586
650 0_aGirls_vFiction.
650 0 aMemory vFiction.
650 0 aLife on other planets vFiction.
655 7 aScience fiction. 2lcgft.
655 7 aLarge print books. 2lcgft.
830 0 aThorndike Press youth large print middle reader.
949
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050 00 aPZ7.P3725 bLas 2015
082 00 a[E] 223
100 1 ade la Peäna, Matt.
245 10 aLast stop on Market Street / cwords by Matt de la Peäna ; pictures by
Christian Robinson.
264 1 aNew York, NY : bG.P. Putnam's Sons, an imprint of Penguin Group
(USA),_c[2015]
     _a32 unnumbered pages :_bcolor illustrations ; c28 cm
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338 _avolume_2rdacarrier
510 3 _aSchool Library Journal, November 2014
510 3 _aHorn Book Starred, March 2015
510 3 _aPub Weekly, October 2014
510 3 aKirkus Starred, November 2014
510 3 aBooklist, February 2015
510 3 aNew York Times, January 2015
510 3 _aHorn Book, October 2015
510 3 _aBulletin (Center for Children's Books), February 2015
510 3 aLibrary Media Connection, September 2015
520 aA young boy rides the bus across town with his grandmother and learns
to appreciate the beauty in everyday things.
650 0 aBuses vFiction.
650 0 aGrandmothers_vFiction.
650 0 aCity and town life vFiction.
650 0_aAfrican Americans_vFiction.
655 7 aPicture books for children. 21csh.
700 1 aRobinson, Christian.
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050 00 aTJ603.2 b.F56 2013
082 04 a385/.0973 223
100 1 aFloca, Brian.
245 10 aLocomotive /_cBrian Floca.
    _aFirst edition.
250
264 1 aNew York : bAtheneum Books for Young Readers, c[2013]
    __a56 unnumbered pages :_bcolor illustrations, color map ; c31 cm
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336
     _atext_2rdacontent
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338
     _a"A Richard Jackson book"--Title page.
500
     _aMap on endpaper.
500
504 aIncludes bibliographical references.
510 3 aSchool Library Journal starred, July 2013
510 3 aBooklist starred, July 2013
510 3 aHorn Book Starred, September 2013
510 3 aBulletin of the Center for Children's Books starre, September 2013
510 3 _aPub Weekly, July 2013
510 3 aKirkus Starred, April 2013
510 3 _aNew York Times, November 2013
510 3 aHorn Book, April 2014
520
      aDetails what the first passengers experienced as they traveled West
on the transcontinental railroad in the summer of 1869.
    _aCaldecott Medal/Honor, 2014
586
586
       aRobert F. Sibert Informational Book Award/Honors, 2014
650 0 aLocomotives_zUnited States_xHistory_y19th century.
650 0 aRailroads zUnited States xHistory y19th century.
655 7 aPicture books for children. 21csh.
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082 04_a[E]_223
100 1 aTabor, Corey R..
245 10 aMel fell / cby Corey R. Tabor.
250
    aFirst edition.
264 1 aNew York, NY : bBalzer + Bray, an imprint of
HarperCollinsPublishers, c[2021]
     _a1 volume (unpaged) :_bcolor illustrations ; c27 cm
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510 3 aNotable/Best Books (A.L.A.), January 2022
510 3 aHorn Book Starred, March 2021
510 3
      aPub Weekly, November 2020
510 3 _aKirkus Starred, December 2020
510 3 aBulletin (Center for Children's Books), January 2021
     a"Follow Mel on her journey from downward fall to triumphant flight in
520
this tale of self-confidence and taking a leap of faith "-- Provided by
publisher.
586
     aCaldecott Medal/Honor, 2022
650 0 aKingfishers vFiction.
650 0_aBirds_vFiction.
650 0 aFlight_vFiction.
650 0 aSelf-confidence_vFiction.
655 7 aAnimal fiction. 2lcgft.
655 7 aPicture books. 21cgft.
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245 10 aMel fell / cby Corey R. Tabor.
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    aFirst edition.
264 1 aNew York, NY : bBalzer + Bray, an imprint of
HarperCollinsPublishers, c[2021]
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510 3 aNotable/Best Books (A.L.A.), January 2022
510 3 aHorn Book Starred, March 2021
510 3
      aPub Weekly, November 2020
510 3 _aKirkus Starred, December 2020
510 3 aBulletin (Center for Children's Books), January 2021
     a"Follow Mel on her journey from downward fall to triumphant flight in
520
this tale of self-confidence and taking a leap of faith "-- Provided by
publisher.
586
     aCaldecott Medal/Honor, 2022
650 0 aKingfishers vFiction.
650 0_aBirds_vFiction.
650 0 aFlight_vFiction.
650 0 aSelf-confidence_vFiction.
655 7 aAnimal fiction. 2lcgft.
655 7 aPicture books. 21cgft.
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050 4_aPZ7.7.C73_bNew 2019
082 04 a741.5/973 223
100 1 aCraft, Jerry.
245 10 aNew kid / cJerry Craft.
      aFirst edition.
250
264 1_aNew York, NY :_bHarper, an imprint of
HarperCollinsPublishers,_c[2019]
     _a249 pages : bchiefly color illustrations ; c24 cm
300
336
     atext astill image 2rdacontent
     _aunmediated_2rdamedia
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338
      avolume 2rdacarrier
510 3 <u>a</u>School Library Journal starred, November 2018
510 3
      aBooklist starred, November 2018
510 3 _aPub Weekly, November 2018
510 3 _aKirkus Starred, November 2018
510 3 aNew York Times, March 2019
510 3 aHorn Book, January 2019
520
      a"Seventh grader Jordan Banks loves nothing more than drawing cartoons
about his life. But instead of sending him to the art school of his dreams,
his parents enroll him in a prestigious private school known for its
academics, where Jordan is one of the few kids of color in his entire grade.
As he makes the daily trip from his Washington Heights apartment to the
upscale Riverdale Academy Day School, Jordan soon finds himself torn between
two worlds--and not really fitting into either one. Can Jordan learn to
navigate his new school culture while keeping his friends and staying true to
himself?"--Provided by publisher.
     _aNewbery Medal/Honor, 2020
586
     _aCoretta Scott King Award, 2020
586
      aTexas Bluebonnet Award, 2020
586
650 0 aAfrican Americans vComic books, strips, etc. vFiction.
650 0 aMiddle school boys vComic books, strips, etc. vFiction.
655 7 aGraphic novels. 2lcqft.
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050 00 aN6537.B233 bS84 2016
082 00 a740/.92 aB 223
100 1 aSteptoe, Javaka, d1971-
245 10 aRadiant child : bthe story of young artist Jean-Michel Basquiat
/_cJavaka Steptoe.
250 _aFirst edition: October 2016.
264 1 aNew York : bLittle, Brown and Company, c2016.
300 _a1 volume (unpaged) :_bcolor illustrations ;_c29 cm
336
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338
504 aIncludes bibliographical references.
510 3 aSchool Library Journal starred, August 2016
510 3 _aHorn Book Starred, November 2016
510 3 aLibrary Media Connection starred, January 2017
510 3 aPub Weekly, August 2016
510 3 _aKirkus Starred, August 2016
510 3 aBooklist, September 2016
510 3 _aNew York Times, February 2017
      _aA biography of Jean-Michel Basquiat, an artist in New York City who
520
rose to fame in the 1980s.
586 _aCaldecott Medal/Honor, 2017
586
       aCoretta Scott King Award, 2017
600 10 aBasquiat, Jean-Michel, d1960-1988.
650 0 aAfrican American artists zNew York (State) zNew York vBiography.
655 7 aBiographies. 2lcqft.
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082 00 a811/.6 223
100 1 aAlexander, Kwame.
245 14 aThe undefeated / cby Kwame Alexander ; illustrated by Kadir Nelson.
264 1 aBoston : bVersify, Houghton Mifflin Harcourt, c[2019]
    _a1 volume (unpaged) :_bcolor illustrations ; c28 x 29 cm
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338 avolume 2rdacarrier
510 3 aSchool Library Journal starred, April 2019
510 3 aBooklist starred, February 20
510 3 aHorn Book Starred, March 2019
      aBooklist starred, February 2019
510 3 _aPub Weekly, February 2019
510 3 _aKirkus Starred, February 2019
510 3 _aNew York Times, April 2019
520 _a". . . an ode to black American triumph and tribulation"--Provided by
publisher.
    _aCaldecott Medal/Honor, 2020
586
     _aNewbery Medal/Honor, 2020
586
586
      aCoretta Scott King Award, 2020
650 0 aAfrican Americans.
650 0 aChildren's poetry, American.
655 7 aPoetry. 21cgft.
655 7_aPicture books._2lcgft.
700 1 _aNelson, Kadir.
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050 00 aPZ7.1.W3645 bWat 2021
082 00 a[E] 223
100 1 aWang, Andrea.
245 10_aWatercress /_cAndrea Wang ; pictures by Jason Chin.
250
    _aFirst edition.
264 1 aNew York : bNeal Porter Books, Holiday House, c[2021]
300 _a1 volume (unpaged) :_bcolor illustrations ;_c23 x 29 cm
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336
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338 _avolume_2rdacarrier
510 3 _aSchool Library Journal starred, February 2021
510 3 _aNotable/Best Books (A.L.A.), January 2022
510 3 aHorn Book Starred, March 2021
510 3 aBulletin of the Center for Children's Books starre, March 2021
510 3 aPub Weekly, February 2021
510 3 _aKirkus Starred, January 2021
520
      aEmbarrassed about gathering watercress from a roadside ditch, a girl
learns to appreciate her Chinese heritage after learning why the plant is so
important to her parents.
     _aCaldecott Medal/Honor, 2022
586
586
       aNewbery Medal/Honor, 2022
650 0 aWatercress vFiction.
650 0 aHarvesting vFiction.
650 0 aChinese Americans_vFiction.
650 0 aFamilies zOhio vFiction.
651 0_aOhio_vFiction.
655 7 aPicture books. 21cgft.
700 1 _aChin, Jason, _d1978-
949 aE WAN i55852022070773 hIMC tBOOK lon-shelf zeasy xcounty
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082 04 a[E] 223
100 1 aLindstrom, Carole, d1964-
245 10 aWe are water protectors / cwritten by Carole Lindstrom ; illustrated
by Michaela Goade.
    _aFirst edition.
1_aNew York :_bRoaring Brook Press,_c2020.
250
264
    _a1 volume (unpaged) :_bcolor illustrations ; c27 cm
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510 3 aSchool Library Journal starred, April 2020
510 3
      aNotable/Best Books (A.L.A.), January 2021
510 3 _aBooklist starred, February 2020
510 3 _aPub Weekly, January 2020
510 3 _aKirkus Starred, January 2020
510 3 aHorn Book, July 2020
520
     a"Water is the first medicine. It affects and connects us all . . .
When a black snake threatens to destroy the Earth and poison her people's
water, one young water protector takes a stand to defend Earth's most sacred
resource"--OCLC.
586
     aCaldecott Medal/Honor, 2021
650 0 aWater conservation_vFiction.
655 7 aEcofiction. 2lcgft.
655 7 aPicture books. 21cgft.
700 1 _aGoade, Michaela.
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050 10 aPZ7.1.K418 bWhe 2020b
082 00 a[Fic] 223
100 1 aKeller, Tae.
245 10_aWhen you trap a tiger /_cTae Keller.
    _aLarge print edition.
250
264 1 aWaterville, ME : bThorndike Press, a part of Gale, a Cengage
Company, c2020.
300 _a361 pages (large print) ;_c23 cm.
336
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     _aunmediated_2rdamedia
337
338
      avolume 2rdacarrier
490 1 aThorndike press large print striving reader collection
520
      a"When Lily and her family move in with her sick grandmother, a
magical tiger straight out of her halmoni's Korean folktales arrives. The
tiger offers Lily a deal--if Lily will open her grandmother's star jars and
return what she stole, the tiger will heal her grandmother. But deals with
tigers are never what they seem! With the help of her sister and her new
friend Ricky, Lily must find her voice . . . and the courage to face a
tiger"--Provided by publisher.
650 0 aSisters vFiction.
650 0 aGrandmothers vFiction.
650 0 aStorytelling_vFiction.
650 0 aSick vFiction.
650 0 aTiger vFiction.
650 0 aKorean Americans vFiction.
650 0 aLarge type books.
655 7_aAnimal fiction._2lcgft.
830 0 aThorndike Press large print striving reader collection.
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082 04_a[E]_223
100 1 _aCordell, Matthew, _d1975-
245 10 aWolf in the snow / cMatthew Cordell.
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    aFirst edition: 2017.
264 1 aNew York : bFeiwel and Friends, c2017.
    _al volume (unpaged) :_bcolor illustrations ;_c23 x 26 cm
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510 3 aSchool Library Journal starred, January 2017
510 3 aBooklist starred, December 2016
510 3 aHorn Book Starred, November 2016
510 3 _aPub Weekly, October 2016
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      aThis wordless story tells of a girl and a wolf pup lost in a snow
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storm. The girl helps the pup find its family and the wolves return the
favor.
      _aCaldecott Medal/Honor, 2018
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650 0 aWolves vFiction.
650 0 aMissing children_vFiction.
650 0 aStories without words.
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