Notice of Intent to Award
Surplus Textbook Reclamation Services (RFP 22-040-074)

Jun 23, 2022

The Fayette County Public Schools Purchasing Department would like to thank all respondents who participated in this solicitation.

The intent of this notice is to communicate the preliminary results of the selection process performed by the Purchasing Department and end-users. This is not an acceptance of your response, nor is it a confirmation of a contract or order. Based on the dollar value of this solicitation, final approval may be required from the Superintendent or the Board of Education as required by policy.

Selected Respondent:
Follet Content Solutions, LLC
1340 Ridgeview Drive, McHenry, IL 60050

Award Term:
Through December 2026

The following staff may be contacted for more information:

For contract/solicitation questions:
Matthew D. Roberts, Purchasing Manager
770-460-3535 ext. 1043 or roberts.matthew@fcboe.org

For accounts payable or billing information:
Finance Department, Accounts Payable
770-460-3535 or invoices.finance@fcboe.org
<table>
<thead>
<tr>
<th>Respondent Name</th>
<th>Contact Name</th>
<th>Telephone</th>
<th>Email</th>
<th>Response Submitted?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Follett</td>
<td>Rishard Booker</td>
<td>678-637-3594</td>
<td><a href="mailto:rbooker@follett.com">rbooker@follett.com</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Follett</td>
<td>John Rudak</td>
<td>800-621-4272 ext 46622</td>
<td><a href="mailto:jrudak@follett.com">jrudak@follett.com</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Textbook Agency</td>
<td></td>
<td>800-910-1230</td>
<td><a href="mailto:sales@textbookagency.com">sales@textbookagency.com</a></td>
<td>No</td>
</tr>
<tr>
<td>CT Recycling Corporation</td>
<td>Chuck Cureton</td>
<td>404-350-0191</td>
<td><a href="mailto:ctcorp1@aol.com">ctcorp1@aol.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Superior Text</td>
<td></td>
<td>866-482-8762</td>
<td><a href="mailto:buyback@superiortext.com">buyback@superiortext.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Textbook Agency</td>
<td>Daniel Kohengadol</td>
<td>310-907-5721</td>
<td><a href="mailto:daniel@textbookagency.com">daniel@textbookagency.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Textbook Fare</td>
<td></td>
<td>518-888-6150</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Textbook Warehouse</td>
<td></td>
<td>678-297-0744</td>
<td><a href="mailto:info@tbwarehouse.com">info@tbwarehouse.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Books United</td>
<td></td>
<td>844-859-0006</td>
<td><a href="mailto:info@booksunited.com">info@booksunited.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Mrs. Nelson’s Textbook Sales &amp; Buyback</td>
<td></td>
<td>800-875-9911</td>
<td><a href="mailto:bookcompany@mrsnelsons.com">bookcompany@mrsnelsons.com</a></td>
<td>No</td>
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</table>
Response Submission Form
Place this form on top of your response.

RFP 22-040-074: Surplus Textbook Reclamation Service

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Follett Content Solutions, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point of Contact:</td>
<td>Bid Administrator</td>
</tr>
<tr>
<td>Street Address:</td>
<td>1340 Ridgeview Drive</td>
</tr>
<tr>
<td>City:</td>
<td>McHenry</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>60050</td>
</tr>
<tr>
<td>Telephone:</td>
<td>877.899.8550</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:contentbids@follett.com">contentbids@follett.com</a></td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.follettlearning.com">www.follettlearning.com</a></td>
</tr>
</tbody>
</table>

Authority to Act
The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the products/services in accordance with the terms and conditions herein.

Terms, Conditions, and Specifications
Through the submission of response and signature below, the respondent verifies that their solution complies fully, or complies with an exception, to all stated general and special terms, conditions, and specifications. See the FCSD General Terms and Conditions for further information and directions on notating exceptions to stated specifications.

Addenda
Through the submission of response and signature below the respondent verifies that they have read and understood any addenda issued for this solicitation if issued.

Signature: ____________________________ Date: June 14, 2022
A Proposal prepared for
Fayette County Public Schools

Submitted in Response to:
RFP #22-040-074 – Surplus Textbook Reclamation Services

Due Date: June 15, 2022
CONFIDENTIALITY

This proposal contains information provided for the sole purpose of permitting the recipient to evaluate this proposal. In consideration of receipt of this document, the recipient agrees, without limit to time, to treat this information as confidential and to not use or reproduce this information for any purpose other than its evaluation of this proposal or disclose this information to any other person for any purpose, without the express written consent of Follett.

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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June 15, 2022

Matthew Roberts, Purchasing Manager  
Fayette County Public Schools  
LaFayette Educational Center, Building A  
205 LaFayette Avenue  
Fayetteville, GA 30214

Dear Mr. Roberts:

On behalf of Follett Content Solutions, LLC (“Follett”), I am pleased to present the enclosed proposal in response to Fayette County Public Schools’ (FCPS) Request for Proposal (RFP) #22-040-074, Surplus Textbook Reclamation Service.

Our Textbook Buyback Service is designed to put as many used textbooks as possible back in the hands of learners. By trading in your surplus or obsolete pre-owned textbooks, unused workbooks, and teacher’s editions, your school can generate additional funds to purchase more of the books you need or fund other initiatives in the district. Our innovative technology allows us to quickly review your books, assess their value, and offer the most competitive, timely prices possible.

For textbooks that do not have market value and do not meet donation guidelines, our Textbook Recycling Sustainability Services (TRSS) enable us to recycle them in an environmentally friendly manner.

Thank you for allowing us this opportunity. I look forward to hearing from you.

Sincerely,

Rishard Booker  
Purchasing Account Executive  
708.884.6856  
rbooker@follett.com
Please note: Follett School Solutions, Inc. was acquired by a private equity firm, Francisco Partners, on August 31, 2021. On January 1, 2022 Follett split the financial data into two separate business lines: Follett Content Solutions, LLC and Follett School Solutions, LLC.

Follett Content Solutions, LLC products and services include books, textbooks, classroom libraries, and digital content such as eBooks or online subscriptions, as well as barcoding and genrefication services, etc.

Follett School Solutions, LLC products and services include the Follett Destiny® suite of products, as well as scanners, barcodes, and/or associated costs such as software licenses, software implementation services, and support renewals.

Follett is committed to providing you the same products and services you’ve come to love. We continue to evaluate our offerings and will communicate any changes or enhancements with you as they happen.
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SECTION 3.2: SERVICE PROPOSAL

1. The selected respondent will provide removal service of surplus textbooks collected at a central location point for each school listed in Appendix A.

Follett Content Solutions, LLC (Follett) has read through RFP #22-040-074 for Surplus Textbook Reclamation Service and understands the requirements and scope of work put forth by the District.

As the primary supplier to PreK-12 schools and districts, Follett partners with educators to offer the innovative products they need to transform learning. Because of the breadth and depth of our expertise, Follett offers unique insight to educators, and we are able to customize our suite of solutions to suit any need. Our associates are committed to providing excellent products as well as services such as pick-up and recycling programs, donation and charity coordination, and the reuse of surplus textbooks. We offer Textbook Recycling Sustainability Services (TRSS) projects, which incorporate recycling in order to keep books out of the landfills and provides materials for the production of recycled paper products.

Follett also utilizes an exclusive handheld technology that allows for onsite automated sorting of textbooks, and expedites the segregation for recycling, reuse and purchase. We utilize proprietary software to record the textbooks purchased, calculate payment, and record the tracking information for the shipment to Follett. We also have established partnerships with numerous truck rental companies, freight carriers, local recyclers, and recyclers nationwide. These partnerships help ensure that we have ample resources for every project we enter.

2. All textbooks and collection materials must be removed prior to July 27, 2022, and each calendar year thereafter per terms established within this RFP.

Follett agrees to remove all textbooks and collection materials prior to July 27, 2022 and adhere to contract terms thereafter.

3. The selected respondent will be required to provide all packing materials and services necessary for the preparation of materials for removal.

Follett will provide all necessary supplies and equipment to remove instructional materials from buildings, such as pallets, gaylords, and pallet jacks.

3.1 No FCPS personnel will be responsible for packing and/or preparing materials for removal other than moving materials to a mutually agreed-upon central location at each facility for the selected respondent to remove.

Follett will not utilize any FCPS personnel for the packing and preparing of materials for removal.
4. As part of their response, Respondents must include a list of technical requirements for a central collection point at each school including but not limited to:

4.1 Anticipated space size

Follett uses gaylords that are 4 feet by 4 feet. The required space is dependent upon how many gaylords are in place at a school.

4.2 Acess requirements such as door width, elevator access (if needed), mullion removal method(s), ramp or stair access, etc.

For each school on the pick-up list, site personnel must position instructional material in one location at the perimeter of the school with pallet access (double door access with center bar removal). The site receiving area is typically the best location.

4.3 The awarded respondent will be given the opportunity to visit and collaborate with each school location at the time of award to ensure proper space requirements.

Follett appreciates the opportunity to visit each school location to review logistics and ensure that the proper space requirements are met. Follett’s local account representative will be available to meet upon the school’s request.

5. Respondents must include in their response a list of acceptable materials they will remove and/or unacceptable materials they will not remove.

5.1 Will the respondent accept curriculum manipulatives?

Follett will only accept textbooks, workbooks and teacher editions with potential limitations on library and other non-curriculum books or similar paper-based book materials under this contract. Follett cannot accept any plastic or metal materials such as CDs, binders, videos, laminated products, learning kits, charts, e-waste, etc. Exceptions may be had for textbooks and/or workbooks that are shrink-wrapped together, but will be made at the discretion of the local Purchasing Account Executive (AE) at time of evaluation to see if the material has market resale value.

5.2 Will the respondent accept weeded library books?

Follett will accept weeded library books.

5.3 Will the respondent accept A/V materials such as compact disks, DVDs, and/or VHS tapes?

Follett is unable to accept A/V materials such as CDs and other learning materials that comprise of or include plastics or metals. We work with recyclers who exclusively deal with paper-based materials and they will not be able to accept anything non-paper such as metals, plastics, e-waste, or other trash.
6. Respondents should include a detailed description of their collection process and timeline once notified or scheduled for removal.

The Textbook Buyback and Textbook Recycling Services detailed in our proposal will be managed by the local Purchasing Account Executive (AE) and the Textbook Removal & Sustainability Service (TRSS) team with the support of other Follett representatives.

**STEP 1: EVALUATION OF MATERIAL**

Upon notification of district preparedness, the AE will schedule an evaluation of the material. There is no minimum or maximum amount of material required to request an evaluation. During this evaluation, all materials will be sorted into “VALUE” and “NO VALUE” categories. Follett purchases textbooks, workbooks, and teacher's editions based upon current supply and market needs. We utilize an exclusive handheld technology that allows for onsite automated sorting of textbooks, and expedites the segregation for purchase, reuse, and recycle. Books undergo a comprehensive inspection and each used textbook must meet Follett's conditioning requirements.

**TEXTBOOK AND WORKBOOK CONDITION CHECKLIST**

1. **Ensure the covers are in good condition. This excludes:**
   - Publisher samples (labeled “review copy not for sale” on the cover)
   - A watermark on one or more pages of the text stating that the book is a sample, review, or exam copy
   - Books with review/sample labels (unless the labels are removed)
   - Embossed or cut corners (unless rebound)
   - First printing of any state specific edition title
   - Any state specific edition textbooks with cut corners
   - Excessive peeling or frayed corners
   - Dirt, dust, grease, or sticky residue on cover (unless properly cleaned)
   - Improper lamination

2. **Ensure the spines are in good condition. This excludes:**
   - Damaged spines or book blocks
   - Excessive writing on cover or spine
   - Excessive discoloration/fading
   - Improperly rebound books

3. **Ensure the insides of the textbooks or workbooks are in good condition. This excludes:**
   - Missing pages
   - Unrepaired or improperly repaired torn pages
   - Profanities and gang insignias that cannot be erased or repaired
Excessive use of labels to cover markings
Excessive highlighting, notes, or underlining
Water damage beyond acceptable standards
Excessive number of wavy pages

STEP 2: GENERATION OF SHIPMENT REPORT

Follett utilizes proprietary software to record the textbooks purchased, calculate payment, and record the tracking information for the shipment to our distribution facility. At the time of purchase, your AE can provide the district office a complete listing of all the textbooks purchased. The software used by our field purchasing team automatically generates a “Shipment Report” at the end of each purchase that details: Follett Book ID, ISBN, EAN, Publisher, Title, Copyright Year, Unit Price, Quantity, and Extended Price.

STEP 3: PAYMENT TO DISTRICT

Follett will deliver to the District a monetary payment for each textbook deemed to have market value, based on Follett’s pricing structure at time of textbook evaluation. Follett utilizes an internal buying guide that is based on supply and demand to establish market value. We will provide a detailed list of books of value and we will provide payment in the form of a check at the end of an evaluation.

In addition, Follett can create a FCPS Consignment Lot for textbooks that may have future value beyond our immediate need. We will monitor these Consignment Lots against our daily needs and should textbooks be pulled from this inventory; a payment will be made to FCPS.

(For more information on Follett’s pricing structure, please see Section 3.5 Price/Cost of this response.)

STEP 4: RECYLING OF “NO VALUE” MATERIALS

Once the AE has sorted, purchased, and removed the material deemed to have “VALUE,” the remaining material that is deemed “NO VALUE” will be staged to await removal, with the end goal of being sent to a recycler.

If the textbook recycling needs to be performed by our TRSS team, Follett requires that the books are positioned or staged in one location at the perimeter of the school with pallet access (double-door access with center bar removal). A site’s receiving area is typically the best location. Our team must be able to get pallets immediately adjacent to the materials.

Please note: Follett reserves the right to refuse site pickup if items are not staged correctly or excessive items excluded from pickup are mixed in.
PROJECT RESPONSIBILITIES

FOLLETT TEAM RESPONSIBILITIES:

- Dedicate Account Executive to supervise and manage the execution of services.
- Removal all surplus/unwanted textbooks, workbooks, teacher's editions, and other instructional materials.*
- Utilize necessary supplies and equipment to remove instructional materials from school locations (e.g. pallets, gaylords, pallet jacks).
- Follett will need access to a forklift at the District warehouse for gaylords/pallets being picked up at the warehouse.
- Disposal of all collected instructional materials in an environmentally friendly manner, including using charitable donations or certified recycling facilities, as appropriate.

*Please note: Additional fees will be assessed if number of pallets exceeds stated limits for pricing at the service levels.

FCPS TEAM RESPONSIBILITIES:

- Confirm project needs no less than three (3) weeks in advance of project to ensure availability of Follett resources to complete the project.
- Follett will NOT remove the following items: plastics, metals, woods, vinyl folders, eWaste, toxic or flammable items. The District must ensure these items are not mixed in with the instructional materials to recycle.

7. Respondents should include detailed information regarding the reclamation process including, but not limited to:

7.1 Are reclaimed materials re-sold or transferred to charity?

Follett will take the discarded textbook materials to the Books For Africa warehouse to sort and determine market value. Follett will then provide a voucher or check to the Fulton County Public Schools Textbook Coordinator for any textbooks deemed of marked value. All other textbooks are donated or recycled.

Books For Africa is the largest shipper of donated text and library books to the African continent. Follett works with this charity to help get textbooks in the hands of students in all countries across the African continent. For a detailed description of the Book For Africa charity please visit their website at www.booksforafrica.org.

7.2 Are reclaimed materials cleaned or markings removed; if not, is that the responsibility of the school?

Yes, the books purchased are sent to our service center in Woodridge, Illinois to be conditioned. Materials that are recycled are not cleaned and markings are not removed.

7.3 If re-sold, how is the resale value determined?
Follett utilizes sophisticated pricing models that enable us to offer the most competitive, timely prices for titles in need. Supply and demand establish market value and is one of many factors contributing to the titles and pricing updated daily in Follett’s internal “Buying Guide.”

8. Respondents must submit a cost plan detailing the cost for the services as defined in this RFP and their proposal.

8.1 Cost plans should be in line item format detailing optional charges for services.

8.2 Cost plans should be comprehensive in nature and applicable to the District as a whole, not delineated by the school.

8.3 The respondent must detail if and/or how the volume of material is a determining factor in total cost.

Please refer to our Cost Proposal in Section 3.5 Price/Cost.
SECTION 3.3: QUALIFICATIONS AND EXPERIENCE

Follett’s staff of Field Purchasing Account Executives and Regional Directors provide Textbook Buyback services nationwide. Our Account Executives provide customer service, review of the textbooks, and issue real-time customer payments while purchasing Follett inventory.

Our Field Purchasing team is focused on purchasing surplus and obsolete textbook inventory from schools so we can place the books into the hands of a student in another district. Our Field Purchasing team is complemented by the Textbook Removal & Sustainability Services (TRSS) team which offers a wide-range of custom-fit solutions geared towards providing excellent service for handling excess and obsolete textbooks.

YOUR DEDICATED TEAM

The following Follett employees will be the main team working together to make sure every aspect of this contract and its resulting projects are met. Direct contact information can be provided when/if Follett is awarded this contract.

RISHARD BOOKER – PURCHASING ACCOUNT EXECUTIVE (AE)

Rishard will be the District's first point of contact for any services related to this contract. Rishard started his career at Follett in 2005 as a Purchasing Account Executive. To accommodate his regional customers’ needs Rishard’s role expanded to focus on sales and project management. Rishard has managed some of Follett’s highest volume accounts and has been responsible for acquiring the most textbooks in Follett's history.

MICHAEL OLIVER – TRSS MANAGER

Michael began his career at Follett in 1992 as Purchasing Account Executive and due to his region’s numerous pick-up and recycle (PUR) projects, he transitioned to Project Manager for the TRSS groups and works around the country executing many of TRSS’ high-volume PUR projects.

D.J. FAULKNER – TRSS SPECIALIST

D.J. has been conducting PUR projects for Follett for almost a decade. He primarily works out of the Southeast region, but works on projects all over the country when additional services and personnel are needed.

JACKIE LEACH – DIRECTOR OF REGIONAL TEXTBOOK SALES AND PURCHASING

Jackie started with Follett in 2005 as the Business Development Manager in the Marketing department. In 2006, Jackie transitioned to the Purchasing team where her years of experience in sales and management are intrinsic to managing our Midwest region of Purchasing AEs, with Rishard directly reporting to her.
JOHN RUDAK – SENIOR BID ANALYST, PURCHASING

John has been with Follett for a decade and is the Senior Analyst for bids pertaining to schools selling or disposing of their surplus and obsolete textbooks.

ANTJE MILLER – SENIOR ACCOUNT MANAGER

Antje has been with Follett since 2006 and is the internal manager for TRSS projects. She works closely with many of the other Follett team members listed here to make sure PUR projects are executed to their best potential.

Professional Licenses:

- Project Management Professional Certification 2015
- Graduate of EDS Leadership Intern Program
- Graduate of EDS Systems Engineering Development Program

ASHLEY RONEY – TRSS LOGISTICS COORDINATOR

Ashley has been with Follett since 2021 and is the TRSS Logistics Coordinator. Ashley has four years of logistics experience. Ashley works closely with the schools to ensure efficient routing for the Textbook Recycling pickups and coordinates all timely communication for the project.

CHRIS WARD – INSIDE SALES PARTNER, TEXTBOOK AND CLASSROOM SOLUTIONS

Chris has been with Follett since 2014. He is the dedicated inside sales representative that can work with the district and schools in Georgia to help them procure textbooks, workbooks, and other classroom materials.
SECTION 3.4: REFERENCES / LETTERS OF RECOMMENDATION

1. The respondent must include a minimum of two (2) letters of recommendation dated within the previous three (3) calendar years.

2. Letters must be from clients/customers who have engaged the respondent in previous services and must include details such as a description/scope of work, timeline and budget parameters, and assessment of the respondent’s ability to complete work/service as specified.

3. Each letter must contain contact information including organization/firm, contact name, telephone, and email.

4. Letters from organizations and projects similar to the scope and size of Fayette County Public Schools are preferred.

Follett has been in the textbook business for 149 years* and our team has facilitated hundreds of Textbook Buyback and TRSS projects over the last 20 years. We provide these services to numerous sites and districts annually, successfully executing both site-by-site and centralized or warehouse pick-ups. From logistics to execution, we manage the entire scope of the Buyback project.

We have the resources, manpower, experience, and technology to successfully manage and execute the Textbook Buyback, pick-up, and recycling process. Follett has provided these services to many school districts within Georgia. Below are three Georgia customers utilizing said contract. Letters of Recommendation can be found on the following pages.

*Follett Content Solutions, LLC has been in business since January 1, 2022. Follett School Solutions, Inc. was acquired by a private equity firm, Francisco Partners, on August 31, 2021. On January 1, 2022 Follett split the financial data into two separate business lines: Follett Content Solutions, LLC and Follett School Solutions, LLC.
## LETTER OF RECOMMENDATION

<table>
<thead>
<tr>
<th><strong>District Name:</strong></th>
<th>Fulton County Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Person:</strong></td>
<td>Altheia Hussey, Specialist II, Textbooks</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:husseya@fultonschools.org">husseya@fultonschools.org</a></td>
</tr>
<tr>
<td><strong>Phone No.:</strong></td>
<td>470.254.4909</td>
</tr>
<tr>
<td><strong>Budget:</strong></td>
<td>94,000</td>
</tr>
<tr>
<td><strong>Project Start Date:</strong></td>
<td>04/25/2022</td>
</tr>
<tr>
<td><strong>Project End Date:</strong></td>
<td>05/27/2022</td>
</tr>
</tbody>
</table>
| **Scope of Work:** | Scope of Services includes:  
Follett Responsibilities: • Dedicated Project Manager(s) to supervise and manage the execution of Services • Removal of surplus instructional materials, unwanted library materials, textbooks, workbooks, teacher’s editions, and other instructional materials |
| **Follett’s ability to complete specified work:** | Follet provided an excellent service in discarding the unwanted and surplus textbooks for Fulton County Schools. |

**Name:** Altheia Hussey  
**Date:** 06/09/2022  
**Signature:** [Signature Image]
## LETTER OF RECOMMENDATION

<table>
<thead>
<tr>
<th>District Name:</th>
<th>Cobb County School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Kevin Long, Textbook Coordinator</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:kevin.long@cobbk12.org">kevin.long@cobbk12.org</a></td>
</tr>
<tr>
<td>Phone No.:</td>
<td>770.426.3496</td>
</tr>
<tr>
<td>Budget:</td>
<td>N/A</td>
</tr>
<tr>
<td>Project Start Date:</td>
<td>Annual Contract</td>
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<td>Project End Date:</td>
<td>Annual Contract</td>
</tr>
<tr>
<td>Scope of Work:</td>
<td>Annual Contract</td>
</tr>
<tr>
<td>Follett’s ability to complete specified work:</td>
<td>Follett continues to go above and beyond any request. Highly recommend.</td>
</tr>
</tbody>
</table>

Name: Kevin Long  
Date: 6/7/2022  
Signature: [Signature]
## LETTER OF RECOMMENDATION

<table>
<thead>
<tr>
<th>District Name:</th>
<th>Dekalb County School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Dr. Ron Adams</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Ronald.Adams@dekalbschoolsga.org">Ronald.Adams@dekalbschoolsga.org</a></td>
</tr>
<tr>
<td>Phone No.:</td>
<td>678.676.1471</td>
</tr>
<tr>
<td>Budget:</td>
<td>na</td>
</tr>
<tr>
<td>Project Start Date:</td>
<td>2022</td>
</tr>
<tr>
<td>Project End Date:</td>
<td>2023</td>
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<tr>
<td>Scope of Work:</td>
<td>Retrieve discards from district.</td>
</tr>
<tr>
<td>Follett’s ability to complete specified work:</td>
<td>Satisfactory. Follett completes tasks as scheduled and provides good customer service.</td>
</tr>
</tbody>
</table>

Name: Dr. R. Adams  
Date: 13 June 2022  
Signature: R. Adams
SECTION 3.5: PRICE/COST

As the leader in wholesale K-12 textbook buying, Follett has the sophisticated pricing models that enable us to offer the most competitive, timely prices for titles in need.

Follett will deliver to the District a monetary payment for each textbook deemed to have market value, based on Follett’s pricing structure at time of textbook evaluation. Follett utilizes an internal buying guide that is based on supply and demand to establish market value. We will provide a detailed list of books of value and we will provide payment at the end of the evaluation.

To further increase value, the District may choose payment in the form of a Follett credit voucher, adding an additional 10% value to payment and providing for the redemption on any of our product lines (Textbooks, Supplemental Books, Library Books, or Software Products/Services and Textbook Removal Services). The credit voucher must be redeemed within two years of issuance.

In addition, Follett can create a FCPS Consignment Lot for textbooks that may have future value beyond our immediate need. Books meeting consignment criteria will be captured during our sorting process. These books will be held at our facility at no cost or risk to FCPS. We will monitor these consignment lots against our daily needs and should textbooks be pulled from this inventory; a payment will be made to FCPS.

Please refer to the following page for our Cost Proposal.
COST PROPOSAL

Please note: The following pricing is strictly confidential, and is valid until September 1, 2022, after which it is subject to change by Follett Content Solutions, LLC. The pricing enclosed in this proposal is based on our understanding of the requirements put forth in the RFP issued by Fayette County Public Schools (“FCPS”). If awarded, Follett Content Solutions, LLC. reserves the right to adjust pricing to more accurately reflect the level of effort required to fulfill FCPS requirements, once Follett is able to have a more thorough analysis of those requirements.

### Year 1 Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gaylords – Up to 3 per school/location</td>
<td>$750 per school/location</td>
</tr>
<tr>
<td>Additional gaylords above the 3 per location</td>
<td>$135 per gailand</td>
</tr>
</tbody>
</table>

### Services for Year 2 and Ongoing*

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gaylords – Up to 3 per school/location</td>
<td>$750 per school/location**</td>
</tr>
<tr>
<td>Additional gaylords above the 3 per location</td>
<td>$135 per gailand**</td>
</tr>
</tbody>
</table>

*Pricing options for the additional four annual renewals are based on an "as needed" basis. A minimum of six gaylords is required to schedule a pick-up.

**Following the initial textbook removal (Year 1 cost above), the fees for subsequent textbook removal services may be increased, in Follett’s sole discretion; provided that (i) in no event shall an increase in any given year exceed the greater of (x) 5% or (y) CPI (“CPI” refers to the All Items Consumer Price Index, All Urban Consumers, as published by the U.S. Bureau of Labor Statistics in each case relative to the fee for the immediately preceding textbook removal period) and (ii) Follett shall provide written notice to Customer of any such change in price at least ninety (90) days prior to the effective date of such change.

**SCAPE OF SERVICES:**

Follett Content Solutions, LLC (“Follett”) shall provide the following services to Fayette County Public Schools, GA (“FCPS”):

A concentrated effort in July 2022 for Follett to remove approximately 50 – 60 packed gaylords from the schools. Remaining time on the contract is on an as needed basis with the option to pick up at schools for a fee.

**Follett Responsibilities:**

- Dedicated Project Manager(s) to supervise and manage the execution of Services
- Removal of surplus instructional materials:
Materials Follett will remove include: all unwanted library materials, textbooks, workbooks, teacher's editions, and other instructional materials ("Instructional Materials").

Items Follett will NOT remove: plastics, metals, woods, vinyl folders, toxic or flammable items.

Please ensure these items are not mixed in with the Instructional Materials to recycle.

- All necessary supplies and equipment to remove Instructional Materials from buildings (e.g. pallets, gaylords, pallet jacks)
- Follett takes the discarded textbook materials to the Books for Africa warehouse to sort and determine market value. Follett will then provide a voucher or check to FCPS Textbook Coordinator for any textbooks deemed of marked value. All other textbooks are donated or recycled.
- In addition, Follett will create a FCPS Consignment Lot for textbooks that may have future value beyond our immediate need. Books meeting consignment criteria will be captured during Follett’s sorting process. These books will be held at our facility at NO COST or risk to FCPS. Follett will monitor the FCPS Consignment Lot against our daily needs and should textbooks be pulled from this inventory a payment will be made to FCPS.

**District Responsibilities:**

- Provide a site list with school name, address, contact person, book count and location three (3) weeks prior to execution date.
- For each school on the pickup list, site personnel must position instructional material in one location at the perimeter of the school with pallet access (double door access with center bar removal). Site receiving area is typically best location.
- Allow enough space around materials to allow placement of pallet next to instructional materials (if materials are not already in gaylords or on pallets).
- Verify there are no items excluded from pickup mixed in with the items to remove (see list above).
- Follett reserves the right to refuse site pickup if site personnel do not provide perimeter placement with appropriate access or excessive items excluded from pickup are mixed in.
- Allow strategically located trailer drops at schools throughout the district (estimated 3 trailer drops).
APPENDIX A: REQUIRED FORMS AND SUBMISSIONS

☒ Cost Proposal – Please refer to Section 3.5 Price/Cost of our response
☒ Letters of Recommendation – Please refer to Section 3.4 References of our response
☒ Solicitation Response Form – Please refer to Page 1 of our response
☒ Certificate of Insurance
☒ W-9 Form
☒ E-Verify Documentation
☒ Business Capability Information Questionnaire
☒ Reference Form
CERTIFICATE OF LIABILITY INSURANCE

Client#: 1928474  FSSCON  DATE (MM/DD/YYYY): 1/26/2022

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
8000 Norman Center Drive
Suite 400
Bloomington, MN 55437

INURED
Follett Content Solutions, LLC
1340 Ridgeview Drive
McHenry, IL 60050

INURED A: Liberty Mutual Fire Insurance Company 23035
INURED B: Liberty Insurance Corporation 4204
INURED C: North American Capacity Insurance Co. 25038
INURED D:
INURED E:
INURED F:

COVERAGES
CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>VEH</th>
<th>TYPE OF INSURANCE</th>
<th>ACO / BUSN</th>
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<td>CLAIMS MADE</td>
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<td>Tech E&amp;O/Cyber</td>
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<td>08/31/2021</td>
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<td>OCCUR</td>
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</tbody>
</table>

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.

CERTIFICATE HOLDER
Follett Content Solutions, LLC.
1340 Ridgeview Dr
McHenry, IL 60050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1998-2015 ACORD CORPORATION. All rights reserved.
W-9 FORM

W-9 Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.

2. Business name/described entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification. (C: Corporation, S: S corporation, P: Partnership)
- Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

   Applies to accounts maintained outside the U.S.

5. Address (number, street, and apt. or suite no.) See Instructions.

6. City, state, and ZIP code

   P.O. Box 7410597
   Chicago, IL 60674-0597

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your Social Security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see “How to get a TIN,” later.

Social security number

or

Employer Identification number

Part II Certification

Enter your full name and title (if any) for the person certifying this W-9.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here

Signature of U.S. person

Date: June 7, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your Social Security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
E-VERIFY DOCUMENTATION

Fayette County School District - Purchasing Department
LaFayette Educational School Center
205 LaFayette Avenue, Building A
Fayetteville, GA 30214
(770) 460-3535 ext. 1043 or purchasing@mail.fcboe.org

FAYETTE COUNTY SCHOOL DISTRICT - PURCHASING DEPARTMENT
GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTATION
(Rev. 4/18/2019)

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006, AS AMENDED BY
THE ILLEGAL IMMIGRATION REFORM ACT OF 2011, OCGA 13-10-90, ET SEQ.

TO ALL PROSPECTIVE CONTRACTORS:
If you are providing services to the Fayette County School District, this completed document, as well as
the applicable Georgia Security and Immigration Compliance forms and affidavits referenced herein
must be completed, signed, notarized and submitted with your bid, proposal or contract.

The Fayette County School District shall comply with the Georgia Security and Immigration Compliance
Act, as amended, O.C.G.A., -13-10-90 et seq. In order to ensure compliance with the Immigration
et seq. (collectively the “Act”) the contractor (“Contractor”) MUST INITIAL the statement applicable to
Contractor below:

X (Initial here) Contractor represents and warrants that Contractor has registered at
https://e-verify.uscis.gov/enroll/ to verify information of all new employees in order to comply with the
Act; is authorized to use and uses the federal authorization program; and will continue to use the
authorization program throughout the contract period. Contractor further represents, warrants and
agrees that it shall execute and return any and all affidavits required by the Act and the rules and
regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et seq. In
accordance with the terms thereof; (Complete and submit the Contractor Affidavit and Agreement); OR

_____ (Initial here) Contractor represents and warrants that it has no employees and does not intend to
hire employees to perform contractual services, and that Contractor has therefore provided a
U.S. state-issued Driver’s license or ID card in lieu of an affidavit and that such license or ID card was
issued by a State that verifies lawful Immigration status before issuing the license or ID card. If my
status changes I will, before hiring any employees, immediately notify the School District in writing and
provide all affidavits required under the Act; OR

_____ (Initial here) Contractor represents and warrants that it does not physically perform any service
within the State of Georgia as defined in the Act and thus does not have to comply with foregoing
Georgia law; OR

_____ (Initial here) Contractor is a foreign company and therefore not required to provide the affidavit as
required by the Act. The Contractor must comply with any other laws required to perform services in the
United States, including but not limited to having an appropriate visa.
USE OF SUBCONTRACTOR(S) and COMPLIANCE AS ABOVE

__(Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, is authorized to use, and uses the Federal Work Authorization Program and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of labor as set forth at Rule 300-10-01 et seq.

__(Initial here) Contractor covenants and agrees that, if Contractor employs or contracts with any Subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-02, then in such event Contractor will secure from each subcontractor at the time of the subcontract, the subcontractor’s name and address, the employer identification number/taxpayer identification number applicable to the subcontractor; the date the authorization to use the Federal Work Authorization Program was granted to subcontractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor’s agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the Federal Work Authorization Program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et seq. (Complete and submit the Subcontractor Affidavit and Agreement)

__(Initial here) Contractor agrees to provide the Fayette County School District with all affidavits of compliance as required by the Act and Georgia Department of Labor Rule 300-10-1-02, 300-10-1-03, 300-10-1-07 and 300-10-1-08 within five (5) business days of its receipt of any such documents.

Company Name: Follett Content Solutions, LLC

SIGNATURE: ____________________________

DATE: June 13, 2022
FAYETTE COUNTY PUBLIC SCHOOLS
RFP # 22-040-074 | SURPLUS TEXTBOOK RECLAMATION SERVICE

FAYETTE COUNTY SCHOOL DISTRICT - PURCHASING DEPARTMENT
CONTRACTOR AFFIDAVIT PROVIDED PURSUANT TO O.C.G.A. § 13-10-91(b)(2)
(Rev. 4/19/2018)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with the Fayette County School District, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned contractor will contract for the physical performance of services in the performance of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b), and that the contractor shall forward any subcontractor’s affidavit to the School District within five (5) days of its receipt of the same.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>EEV User Identification Number</td>
<td>1769304</td>
</tr>
<tr>
<td>Date of Authorization</td>
<td>12/15/2021</td>
</tr>
<tr>
<td>Contractor/ Company</td>
<td>Follett Content Solutions, LLC</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:contentbids@follett.com">contentbids@follett.com</a></td>
</tr>
<tr>
<td>Telephone Number</td>
<td>877.899.8550</td>
</tr>
<tr>
<td>Name of Project</td>
<td>Surplus Textbook Reclamation Project</td>
</tr>
<tr>
<td>Project Number</td>
<td>22-040-074</td>
</tr>
<tr>
<td>Name of Public Employer</td>
<td>Fayette County Public Schools</td>
</tr>
</tbody>
</table>

I hereby declare under penalty of perjury that the foregoing is true and correct.


Signature of Authorized Officer or Agent

Sarah Eisenhauer
Printed Name of Authorized Officer or Agent

Director, Bids, Proposals & Pricing
Title of Authorized Officer or Agent

OFFICIAL SEAL
TAYLOR L. HOBSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/10/24

Notary Public Signature

My Commission Expires: 3-10-2024
NOT APPLICABLE

FAYETTE COUNTY SCHOOL DISTRICT - PURCHASING DEPARTMENT
SUBCONTRACTOR AFFIDAVIT PURSUANT TO O.C.G.A. § 13-10-91(b)(3)
(Rev. 4/18/2019)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with __________________, which has a contract with the Fayette County School District, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned subcontractor will contract for the physical performance of services in the performance of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b), and that the subcontractor shall forward any sub-subcontractors affidavit to the contractor and School District within five (5) days of its receipt of the same.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

EEV User Identification Number (4 to 6 Digit Number) ___________________________________

Date of Authorization ___________________________________

Subcontractor/Company ___________________________________

Email Address ___________________________________

Telephone Number ___________________________________

Name of Project ___________________________________

Project Number ___________________________________

Name of Public Employer ___________________________________

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in ______ (city), ______ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

NOTARY INFORMATION
Sworn to before me this day of _____, 20__.

Affix Notarial Seal Here

Notary Public Signature

My Commission Expires: ___________________
BUSINESS CAPABILITY INFORMATION QUESTIONNAIRE

Please answer all questions fully. Additional pages for responses must be clearly marked to identify the respondent’s name and solicitation number. Utilize a separate piece of paper as necessary.

1. How long has your company been in business?

Follett has been in business for 149 years.*

*Follett Content Solutions, LLC has been in business since January 1, 2022. Follett School Solutions, Inc. was acquired by a private equity firm, Francisco Partners, on August 31, 2021. On January 1, 2022 Follett split the financial data into two separate business lines: Follett Content Solutions, LLC and Follett School Solutions, LLC.

2. What was your annual gross revenue in 2018?

Follett Content Solutions, LLC annual revenue for 2022 is $280M.

3. Please indicate current contracts in hand similar to the scope of this project and attach a separate document indicating the name, telephone, and email of each owner/controlling firm; and the status and completion date of each. (Must Include Attachment).

Please refer to the Letters of Recommendation in Appendix A of our response.

4. Has your company ever completed a project more than one month behind schedule? If so, please identify the project and explain the circumstances. (If applicable, must include an attachment.)

Follett has not had any textbook reclamation projects delayed by more than one month. Detailed projects plans are developed prior to the start of each Textbook Buyback project and each stage of the project is closely monitored to ensure that the project stays on track.

5. Has your company ever failed to complete any work awarded to it? If so, please explain. (If applicable, must include an attachment.)

Follett has not failed to complete any Textbook Buyback work that has been awarded to the company.

6. Has your company ever defaulted on a contract? If so, please explain. (If applicable, must include an attachment.)

Follett has not been in default on a Textbook Buyback contract due to failure to complete or deliver work during the prior 10 years.

7. Please indicate your company’s bonding capacity.

Follett Content Solutions, LLC is a privately held company and does not disclose financial and bonding information publicly. If your district selects Follett as the vendor of choice, we are confident that we will be able to provide you with information regarding our financial stability through other means. We have the
personnel, materials, equipment, facility resources, and expertise to perform under the requirements of this RFP—and are a solid and dependable partner for the FCPS.

8. Please indicate your company’s insurance carrier.

Follett’s insurance carriers are as follows:

- Liberty Mutual Fire Insurance Company
- Liberty Insurance Corporation
- North American Capacity Insurance Company

9. Please indicate whether any insurance claim has been made against or by your company in the past seven (7) years, the circumstances surrounding such claims, and the outcome. (If applicable, must include an attachment.)

Follett believes information regarding insurance claims to be confidential and proprietary and does not release this information.

10. Please indicate whether any legal claim has been made against your company in the past seven (7) years, the circumstances surrounding such claims, and the adjudicated outcome. (If applicable, must include an attachment.)

In the prior 7 years, there have been no lawsuits filed relating to the services contemplated hereunder. The enterprise has been, and continues to be, subject to ordinary course litigation, none of which we deem material to our operations or services we provide.

11. Has your company ever had a bankruptcy petition, arbitration demand, or lien filed against it in the previous seven (7) years? If so, please explain. (If applicable, must include an attachment.)

In the past 7 years, there have been no bankruptcy petitions, arbitration demands or liens filed relating to the services contemplated hereunder.

12. Has your company, any principal officers, or project managers had any criminal investigations or proceedings brought against them in the previous ten (10) years? If so, please explain. (If applicable, must include an attachment.)

In the prior 10 years, there have been no lawsuits filed relating to the services contemplated hereunder. The enterprise has been, and continues to be, subject to ordinary course litigation, none of which we deem material to our operations or services we provide. To the best of our knowledge, there have been no lawsuits filed against any of the executive officers of Follett Content Solutions, LLC as it relates to them acting in their official capacities.

13. Please attach a separate list of all employees who will be assigned to work on the project described herein and include any professional licenses or certifications they hold. (Must Include Attachment)

Please refer to Section 3.3 Qualifications and Experience in our response.
The respondent attests that the information included as attachments and responses are true and accurate as of the date of submission. Respondent also agrees by submission to allow the Purchasing Department to review or investigate any response contained herein. Failure to indicate or answer questions may deem the proposal non-responsive.
**Fayette County School District - Purchasing Department**  
LaFayette Educational Center  
205 LaFayette Avenue, Building A  
Fayetteville, GA 30214  
(770) 460-3535 ext. 1043 or purchasing@mail.fcboe.org

**Reference Form**  
The FCSD is interested in current/previous contracts with school systems or like educational organizations that are similar in scope to this solicitation. The FCSD is interested in securing information for projects that have occurred in the past 24 months. The respondent should refer to solicitation documents for reference requirements. In order for references to be considered they must be completed on this form; no other formats will be accepted.

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<th>Requested Information</th>
<th>Response</th>
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<tbody>
<tr>
<td>Reference Name</td>
<td>Fulton County Public Schools</td>
</tr>
<tr>
<td>Contact for Reference</td>
<td>Altheia Hussey</td>
</tr>
<tr>
<td>Street Address</td>
<td>6201 Powers Ferry Road, NW</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Atlanta, GA 30339</td>
</tr>
<tr>
<td>Phone Number</td>
<td>470.254.4909</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:husseya@fultonschools.org">husseya@fultonschools.org</a></td>
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<td>Reference Name</td>
<td>Cobb County School District</td>
</tr>
<tr>
<td>Contact for Reference</td>
<td>Kevin Long</td>
</tr>
<tr>
<td>Street Address</td>
<td>514 Glover Street</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Marietta, GA 30060</td>
</tr>
<tr>
<td>Phone Number</td>
<td>770.426.3496</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:kevin.long@cobbk12.org">kevin.long@cobbk12.org</a></td>
</tr>
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<th>Response</th>
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</thead>
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<tr>
<td>Reference Name</td>
<td>Dekalb County School District</td>
</tr>
<tr>
<td>Contact for Reference</td>
<td>Dr. Ron Adams</td>
</tr>
<tr>
<td>Street Address</td>
<td>1701 Mountain Industrial Blvd</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Stone Mountain, GA 30083</td>
</tr>
<tr>
<td>Phone Number</td>
<td>678.676.1471</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Ronald.Adams@Dekalbschoolsga.org">Ronald.Adams@Dekalbschoolsga.org</a></td>
</tr>
</tbody>
</table>

(Rev. 4/18/2019)
APPENDIX B: EXCEPTIONS TO TERMS AND CONDITIONS

Follett Content Solutions, LLC substantially agrees with the terms and conditions of this RFP, including but not limited to the exceptions listed below. Follett expects that a mutually agreed definitive contract can be quickly reached between the parties.

Terms and Conditions, page 3, Response Declinations, Disputes and Protests, 6. Contract Termination. Please revise as follows:

6.1 Each party reserves the right to terminate any contract resulting from the solicitation at any time and for any reason upon giving a written notice thirty (30) days in advance to the other party.
6.2 If said contract should be terminated for convenience, each party will be relieved of all obligations under said contract and will only be required to pay the awarded respondent the amount of the contract performed to the date of termination.

Terms and Conditions page 8, Coverage as Additional Insured: Please revise as follows:

2.1 FCPS shall be covered as an additional insured by blanket endorsement under all insurance required by the response. Confirmation of this shall appear on all certificates of insurance and all applicable policies.
2.2 FCPS shall be given no less than 30 days’ notice of any insurance cancellation, changes or renewals.

Terms and Conditions page 8, Insurance Requirements. 6. Commercial General Liability Insurance Requirements. Please revise as follows:

6.1 The respondent shall procure and maintain comprehensive insurance in an amount not less than $1,000,000 for bodily injury and property damage each occurrence and $2,000,000 per aggregate combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:
6.1.1 Commercial general liability
6.1.2 Premises operations
6.1.3 Completed Operations
6.1.4 Contractual liability insurance (to cover breach of response)
6.1.5 Personal injury

Terms and Conditions page 8, Insurance Requirements. 8. Automobile Liability Coverage Requirements. Please revise as follows:

8.1 Automobile liability must include any auto, hired autos, and non-owned autos with a combined single limit of $1,000,000.00 per occurrence. Aggregate must be a minimum of $1,000,000.00.

Terms and Conditions page 9, Insurance Requirements. 10. Liability. Please revise as follows:
10.1 Subject to the limitations described in Section 10.2, respondent shall be liable for any damage or loss to FCPS incurred in the completion of respondent’s contract or obligations as a result of their response.

10.2 To the maximum extent permitted by applicable law, in no event shall respondent, its affiliates, or their respective directors, shareholders, employees, agents and representatives (collectively, the “respondent parties”) be liable to FCPS for any incidental, consequential, indirect, reliance special or punitive damages (including, but not limited to lost profits, business interruptions, loss or inaccuracy of data, loss or interruption of use or cost of procuring substitute technology, goods or services, loss of business information or other pecuniary loss) arising out of the use of the services, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, breach of warranty, failure of essential purpose, or otherwise, and even if the party has been advised of the possibility of such damages. The respondent parties’ total liability for any claims brought by FCPS regarding the services is limited to the amount of payments made by FCPS during the twelve months preceding FCPS’s notice of the claim to respondent. These limitations shall apply notwithstanding the failure of any remedy provided herein. Notwithstanding the foregoing, the liability herein shall be limited to $10,000,000 and the respondent recognizes that the resulting agreement will receive consideration for indemnification provided herein.

Terms and Conditions page 9, Insurance Requirements. 11. Indemnification. Please revise as follows:

11. Respondent hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless members of the Fayette County School District, Fayette County Public Schools, and Fayette County Board of Education and its officers, agents, and employees (hereinafter collectively referred to as “Indemnities”), of and from all third-party claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys’ fees) growing out of, or otherwise occurring in connection with this response, due to any act or omission willful misconduct on the part of the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf; or due to any intentional breach of this response by the respondent, or due to the application or violation of any pertinent Federal, State, or local law, rule or regulation by the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf.

Terms and Conditions, page 9, Subcontracting. Please revise as follows:

Subcontracting Guidelines

1.1. FCPS acknowledges that the respondent may use subcontractors to perform the services described in this response. Respondent shall be liable for failures by such subcontractors to adhere to the terms of any contract between the parties. Except as may be generally or specifically permitted by the solicitation, the respondent shall not delegate, subcontract, assign, or otherwise permit anyone other than respondent personnel to perform any of the work and/or
provide any of the services required of the respondent under this response or resulting contract or assign any of its rights or obligations herein. As such the following applies:

1.1.1. Consent of FCPS to use subcontractors must be obtained, which may be granted or withheld by FCPS at its sole discretion.

1.1.2. The respondent must notify FCPS of all subcontractors used to fulfill the submitted response, including those contracted by their agents (such as delivery services).