



**COUNTY OF HENRICO  
DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
CONTRACT EXTRACT  
NOTICE OF RENEWAL**

DATE:	June 30, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Library Databases for Henrico County Public Schools
CONTRACT NUMBER:	2326A
COMMODITY CODE:	956.38
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025
RENEWAL OPTIONS:	Two(2) one-year renewal options through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-642-3640
Email Address:	Kwvenaglia @henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Cengage Learning, Inc.
Address:	27555 Executive Dr. Suite 350
City, State:	Farmington Hills, MI 48331
Contact Name:	Pamela LeBlanc
Phone Number:	248-699-8465 Fax 800-414-5043
Email address:	pamela.leblanc@cengage.com
ORACLE SUPPLIER NUMBER:	10332
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Procurement Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

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.

**PRICE SCHEDULE  
See Exhibit G**



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

**Non-Professional Services Contract**  
**Contract No. 2326A**

This Non-Professional Services Contract (this “Contract”) entered into this 26 day of September 2022, by Cengage Learning, Inc. (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. 22-2326-3EMF, dated May 27, 2022 (the “Request for Proposals”), for Library Databases 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 G.

**CONTRACT TERM:** The Contract term shall be upon execution of this contract through June 30, 2023. 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. Virginia School Data Privacy Agreement (Exhibit B);
4. Cengage Agreement for Gale Products and Services (Exhibit C);
5. Gale Terms of Use updated May 2022 (Exhibit D);
6. Cengage Privacy Notice dated November 1, 2020 (Exhibit E);
7. The Negotiated Modifications (Exhibit F);
8. The General Contract Terms and Conditions included in the Request for Proposals
9. Contractor’s Best and Final Offer dated July 25, 2022(Exhibit G);
10. Contractor’s Original Proposal dated June 10, 2022 (Exhibit H); and
11. 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.

**NON-EXCLUSIVE CONTRACT:** Nothing in this Contract constitutes an offer from or promise by HCPS to purchase any goods or services exclusively from the Contractor. HCPS reserves the right to purchase goods and services like, or the same as, the goods and services that are subject of this Contract from other sources.

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

Cengage Learning, Inc.  
27555 Executive Drive, Suite 350  
Farmington Hills, MI 48331

  
\_\_\_\_\_  
Signature

Jennifer Fritsch, VP School Sales  
\_\_\_\_\_  
Printed Name and Title

9/26/2022  
\_\_\_\_\_  
Date

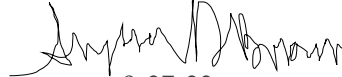
County School Board of Henrico County,  
Virginia  
406 Dabbs House Road  
Henrico, VA 23223

\_\_\_\_\_  
Signature

Oscar Knott, CPP, CPPO, VCO  
Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

September 28, 2022  
\_\_\_\_\_  
Date

Approved as to form by  
Assistant County Attorney

  
9-27-22

## EXHIBIT A

### LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and Cengage Learning, Inc., a Ohio corporation, (“**Licensor**”), are entering into an agreement for "Library Databases for Henrico County Public Schools" (“**Agreement**”). Licensor has requested that its "Cengage Agreement for Gale Prodcuts and Services (“**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.
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.

Cengage Learning, Inc.

County School Board of Henrico County,  
Virginia

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jennifer Fritsch, VP School Sales  
\_\_\_\_\_  
Printed Name and Title

Oscar Knott, CPP, CPPO, VCO  
\_\_\_\_\_  
Purchasing Director

9/26/2022  
\_\_\_\_\_  
Date

September 28, 2022  
\_\_\_\_\_  
Date

Approved as to form by  
Assistant County Attorney

  
9-27-22

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the  
 County School Board of Henrico County, Virginia (hereinafter referred to as “Division”) and  
 Cengage Learning, Inc. (hereinafter referred to as “Provider”) on  
 September 26, 2022 \_\_\_\_ The Parties agree to the terms as stated herein.

### RECITALS

**WHEREAS**, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

**WHEREAS**, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

**WHEREAS**, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*.

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**WHEREAS**, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

### ARTICLE I: PURPOSE AND SCOPE

**1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

**2. Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

N/A We do not collect Student Data

3. **Division Data to Be Provided.** In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

N/A We do not collect Student Data

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

### **ARTICLE III: DUTIES OF DIVISION**

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

- 1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
  - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In no event shall provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
  - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
  - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
  - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
  - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
  - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
  - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
  - i. date, estimated date, or date range of the loss or disclosure;
  - i. Division Data that was or is reasonably believed to have been lost or disclosed;
  - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

### **ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS**

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.



# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

**a. Designated Representatives**

The designated representative for the Provider for this Agreement is:

Name:	Heather Hayes
Title:	Executive Education Sales Consultant
Address:	27555 Executive Dr., Suite 350, Farmington Hills, MI. 48331
eMail:	Heather.Hayes@Cengage.com
Phone:	804-437-4516

The designated representative for the Division for this Agreement is:

Name:	Brian Maddox
Title:	Director of Technology
Address:	3820 Nine Mile Road
eMail:	bemaddox@henrico.k12.va.us
Phone:	804-328-5200

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**


is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name: Heather Hayes  
Title: Executive Education Sales Consultant  
Address: 27555 Executive Dr., Suite 350, Farmington Hills, MI. 48331  
eMail: Heather.Hayes@Cengage.com  
Phone: 804-437-4516

*[Signature Page Follows]*

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**IN WITNESS WHEREOF**, the parties have executed this Virginia Student Data Privacy Agreement as of the last day noted below.

Provider Signature 

Date: 9/16/2022

Printed Name: Jennifer Fritsch

Title: VP, School Sales

Division Signature 

Date: 09/28/2022

Printed Name: John B. Wack

Title: Chief Financial Officer

Approved as to form by  
Assistant County Attorney

  
9-27-22

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT “A”**

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Gale In Context: High School - Cross-curricular content that supports national and state curriculum standards and reinforces the development of skills such as critical thinking, problem solving, communication, collaboration, creativity and innovation. Exploring topics within business and economics, geography, government, history, literature, science and health, social issues and more.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "B"

### SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information- Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information- Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student	<input type="checkbox"/>

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

	work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

No Student Data Collected at this time .  
 \*Provider shall immediately notify LEA if this designation is no longer applicable.

**OTHER:** Use this box, if more space needed.

We do not collect Student Data.



# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT “C”

### DEFINITIONS

**Data Breach** means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

**Division Data** includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, *i.e.*, twenty students in a particular grade or less than twenty students with a particular disability.

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

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- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

**Securely Destroy:** Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

**Student Generated Content:** Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

**Subscribing Division:** A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Third Party:** The term "Third Party" means an entity that is not the Provider or Division.

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is Complete. Disposition extends to all categories of data.

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

2. Nature of Disposition

Disposition shall be by destruction or secure deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable

By (Insert Date)

4. Signature of Authorized Representative of Division

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

5. Verification of Disposition of Data

BY: J. Fritsch

Date: 9/26/2022

Printed Name: Jennifer Fritsch

Title/Position: VP School Sales

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

### **1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

### **2. Subscribing Division**

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

### **TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Email Address \_\_\_\_\_

**CENGAGE AGREEMENT FOR GALE PRODUCTS AND SERVICES**

This Agreement and the attached Terms and Conditions (collectively referred to as the “Agreement”), made effective on the date of last signature below (the “Effective Date”), is by and between Cengage Learning, Inc. (collectively with its affiliates, subsidiaries, assigns, partners and designees, “Cengage”) and the “Customer” identified below. In consideration of the fees identified below, and subject to and in accordance with the Terms and Conditions, Cengage shall provide the products and services described in this Agreement (the “Products” and/or “Services”) to Customer throughout the Term (defined below).

**Name and Address of Customer:**

**Term:** Beginning on **MM/DD/YYYY** and ending **MM/DD/YYYY** (the “Term”).

**Gale Products and/or Services and fees:**

**TOTAL: \$**

All payments shall be made in United States’ Dollars. Customer shall remit payment within thirty (30) days upon receipt of an invoice.

<b>CUSTOMER</b>	<b>CENGAGE LEARNING, INC.</b>
<p><b>Signature:</b> _____ <b>Date:</b> _____</p>	<p><b>Signature:</b> _____ <b>Date:</b> _____</p>

**CENGAGE AGREEMENT FOR GALE PRODUCTS AND SERVICES**  
**TERMS & CONDITIONS**

**1. Product and Services, Uptime.** Subject to the timely receipt of all required fees and conformance to the terms herein, Cengage shall make the Products and/or Services available for use by Customer's Authorized Users. An "Authorized User" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Products and/or Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Products and/or Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. The term Authorized Users excludes persons associated with corporate affiliates of the Customer unless those users are expressly identified in this Agreement. Cengage may with, or without notice, add, change, or remove features of the Products and/or Services, at any time. Cengage will use reasonable commercial efforts to ensure that the Products and/or Services are available on a monthly basis not less than 98.0% of the time, exclusive of scheduled outages, maintenance, and downtime that is outside of Cengage's reasonable control. As Customer's sole remedy for Cengage's failure to meet the monthly uptime requirement, at Customer's request, Cengage may provide a credit of the fee pro-rated for the month where service was interrupted, in Cengage's sole discretion.

**2. Use of the Products and/or Services.** Customer may permit its Authorized Users to access and use the applicable Products and/or Services for their individual, personal, non-commercial, educational, academic, and instructional use, only. Customer shall not use or transmit the Products and/or Services in any manner except as specifically authorized herein. Customer acknowledges and agrees that Authorized Users access to the Products and/or Services are conditioned upon their acceptance of, and subject to the Gale Terms of Use ("Terms of Use") and the Cengage Privacy Policy then in effect (each found at <https://www.cengage.com/legal/terms-gale>), and that failure or refusal to accept or abide by the Terms of Use will disenable access to the Products and/or Services. Customer shall take all reasonable precautions necessary to safeguard against unauthorized access and/or use of the Products and/or Services and prevent the "Prohibited Uses" defined in the Terms of Use and shall cooperate with Cengage to identify the source(s) of and, whenever possible, disable unauthorized access and/or Prohibited Uses promptly upon Cengage's request. Cengage may suspend Customer's and/or any Authorized User's access to the Products and/or Services without liability if: (i) Cengage reasonably believes that the Products and/or Services are being used in violation of this Agreement or the Terms of Use; (ii) Customer fails to cooperate with Cengage's reasonable investigation of a suspected violation of this Agreement or the Terms of Use; (iii) there is an attack on the Products and/or Services or either is accessed or manipulated by a third party in violation of this Agreement or the Terms of Use; (iv) Cengage is required by law, or a regulatory or government body to suspend access to the Products and/or Services; or (v) there is another event for which Cengage reasonably believes that the suspension of access to the Products and/or Services is necessary to protect the Products and/or Services or Cengage's other customers from imminent and significant operational, legal, or security risk. Cengage will give Customer advance notice of a suspension under this section of at least thirty-six (36) hours unless Cengage determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Products and/or Services or Cengage's other customers from imminent and significant operational, legal, or security risk. Cengage will not suspend access to the Products and/or Services if the grounds on which the suspension are based are cured during the forgoing notice period.

**3. Intellectual Property.** Cengage has the proprietary rights in and to the Products and/or Services and Cengage owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. Cengage reserves the right, without notice to Customer, to modify, alter, add, remove, cancel or otherwise change the materials embodying the Products and/or Services, in its sole discretion. Customer shall not, by virtue of this Agreement or by virtue of its access to the Products and/or Services obtain any proprietary rights in or to the Products and/or Services.

**4. Warranties & Indemnities.** Customer represents and warrants that: (i) Customer has full power and authority to enter into this Agreement and to grant the rights granted hereunder; and (ii) Customer shall not use the Products and/or Services in any manner except as expressly authorized in this Agreement. To the extent allowable by law, Customer shall defend, indemnify, and hold Cengage and its distributors and service providers, and their respective officers, directors, employees and agents harmless against all claims, demands, suits, losses, costs, damages, and expenses (including attorneys' fees and costs) that Cengage may sustain or incur by reason of any breach or alleged breach of the aforesaid warranties of Customer or any of Customer's other obligations under this Agreement.

**5. Term and Termination.** This Agreement shall commence as of the date specified in this Agreement and shall continue in full force and effect for the duration of the Term.

**6. Payments and Fees.** In consideration of the Products and/or Services provided by Cengage to Customer, Customer agrees to pay the fee provided on this Agreement, plus any applicable shipping and handling fees, service fees, and applicable taxes. Customer shall remit payment within thirty (30) days of receipt of an invoice. Purchases are nonrefundable and cannot be exchanged. If Customer fails to make payment, Cengage may, without prejudice to its other rights and remedies suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Products and/or Services. Customer shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated service.

**7. Limited Liability.** Neither Cengage nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Products and/or Services, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees paid by Customer for use of the Products and/or Services at issue during the immediately preceding twelve (12) month period.

**8. Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Agreement.

**9. Confidentiality.** The Customer shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of performing its obligations herein, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the Customer shall notify Cengage before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Customer as part of the normal reporting or review procedure to the Customer's accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential.

**10. Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes all other oral or written proposals, negotiations and other communications relating thereto. In the event of a conflict between this Agreement, the terms, or other attachment hereto, the terms and conditions of this Agreement shall prevail. No amendment of this Agreement will be effective unless it is in writing and signed by both parties. No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement will remain in effect until fulfilled. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. This Agreement will be considered signed when the signature of a party is delivered by scanned image (e.g. as a "portable document format" or "PDF" file) as an attachment to electronic mail (email), and any such scanned signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures.

## Gale Terms of Use

**Last Updated: May 2022**

This Terms of Use document governs the use of Gale products.

For the Cengage Higher Education terms of use: <https://www.cengage.com/legal/#terms>

For Cengage School terms of use: <https://www.cengage.com/legal/terms-school/>

### Introduction

Thank you for using the Gale web-based services and related apps and technologies provided by Cengage Learning, Inc. and its affiliates (“Cengage”). The term “Services” as used in these Gale Terms of Use (“Terms”) refers to the products, services, websites, content, databases, software, technologies, and tools delivered by Cengage and that link or otherwise refer to these Terms, or that are delivered through a website or service that links or refers to these Terms.

Cengage is willing to provide the Services to you only on the condition that you first accept these Terms. By accessing, and using the Services, you agree to these Terms. You may also agree to these Terms by physically or electronically signing an Order (as defined below) that incorporates these Terms. These Terms along with any Order form a legally binding agreement between you and Cengage.

Your use of certain Services may be subject to additional terms, which may be presented to you for acceptance when you sign up for those Services, or may otherwise be accessible through the Services (“Supplemental Terms”). Such Supplemental Terms will be considered part of these Terms. In the event of any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to your use or access of the Services associated with such [Supplemental Terms](#).

Please read these Terms carefully and, if you wish, print or save a copy for your records. If you do not agree with these Terms, you may not access or use the Services.

***If you are accepting these Terms on behalf of an organization or entity, you represent that you are duly authorized to bind that organization or entity to these Terms.***

### Minors

If you are entering into these Terms on your own behalf, you represent that you are at least 18 years of age and have the legal capacity to enter into these Terms. If you are under 18 years of age, your parent or guardian must enter into these Terms on your behalf. **If you are a student, please contact your parent and guardian before entering into these Terms.**

Certain Gale products are intended for use by children and classroom teachers and administrators in primary, and secondary schools. Cengage only collects and processes information pertaining to children as a processor for the educational institutions when delivering products for primary and secondary school libraries. Cengage does not use identifiable student information for its own purposes. For information on your school’s privacy policies, please contact the school’s administration. See Cengage’s [Privacy Notice](#) for additional information on Cengage’s privacy and data collection and usage practices.



Your Institution may be required to accept these Terms on your behalf with the approval of you, or if you are under 18, your parent or guardian.

## **Orders and Services**

You may be gaining access to the Services through your acceptance of an online or printed order form or other ordering document that references these Terms, including access through an access code or card (an "Order"). An Order may specify applicable fees, how long you are authorized to use the Services, and other terms. In the event of a conflict between these Terms and the terms of an Order (excluding these Terms), these Terms shall control except only to the extent that the Order identifies the specific provision(s) in these Terms to be varied.

If an applicable Order specifies that you are acquiring a Gale product subscription for an institution, subject to the Terms and the Order and payment of applicable fees, Cengage grants the institution a limited, non-exclusive, non-transferable license to access and authorize its "Authorized Users" to access the Services specified in the Order for the subscription period defined in the Order, at its principal location and other locations that may be identified in the Order.

"Authorized Users" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. Authorized Users excludes corporate affiliates of the subscriber institution, academic bookstores, and alumni unless those users are expressly included in the Order. Posting or sharing passwords or enabling access by non-subscribing institutions or users is prohibited.

All access and use of the Services must be made via a secure network and authentication method. Unless provided otherwise in the Order, Authorized Users may access the Services remotely provided such access is authenticated by commercially reasonable authentication methods. You will promptly notify Cengage if you suspect unauthorized users are accessing the Services.

## **Purchased Content**

For perpetual license content, as provided in the Order, you agree to pay a one-time fee and an annual hosting services fee for a perpetual license to certain content hosted by Cengage for access by Authorized Users ("Purchased Content"). The license to the Purchased Content and any updates thereto (if included) is perpetual and may only be revoked if Customer materially breaches these Terms or if the Purchased Content contains errors or is subject to an infringement or adverse claim by a third party. In consideration of the annual hosting services fee, Cengage will provide you with online access to the Purchased Content and updates (if included) on a Cengage website. If you lose the ability to access the Purchased Content on the Cengage website (if Cengage discontinues its hosting services), you may obtain a digital copy upon certifying that you will restrict use and provide a secure environment, subject to commercially reasonable DRM protocols for the Purchased Content as contemplated under the Terms and the Order. All use of the Purchased Content delivered shall be subject to these Terms. File transfer costs, if any, shall be your sole responsibility.

## **Changes to the Services**

The content provided as part of the Services is primarily owned and supplied to Cengage under agreement with third party licensors and is subject to the terms of such licenses. Cengage may, with or without notice, add features and content to the Services, or change or remove features and content from of the Services, at any time in its sole discretion.

## **Fees and Payments**

Some Services and associated Content may be available only if an associated fee has been paid. Unless otherwise specified in the applicable Order, all fees are payable in U.S. dollars. All fees paid are nonrefundable and non-creditable and are payable prior to the delivery of the Service and within 30 days of Cengage's invoice.

Cengage will disclose the applicable payment options at the time you place your Order. You shall select a payment method to pay Cengage for purchases you make for and/or from the applicable Services. Cengage or Cengage's billing agent may charge your payment method for all amounts due to Cengage without additional notice or consent unless otherwise required by law. Cengage may, in its discretion: (1) post charges to your payment method individually, or (2) aggregate your charges with other purchases you make within the Services and apply those charges to your next billing cycle.

If credit card is selected, Cengage will bill your credit card (for purposes of these Terms, the term "credit card" includes a credit card or a debit card) for all applicable fees in advance of Service delivery. You shall provide Cengage with accurate and complete billing information, including your name, address, telephone number, and valid credit card information, and shall promptly notify Cengage of any changes in that information. You acknowledge that the agreement between you and the applicable credit card issuer governs use of your credit card for payment of amounts owed to Cengage, including your rights and obligations as a holder of that card. If Cengage does not receive payment from your credit card issuer, upon demand you shall pay all overdue amounts by other means acceptable to Cengage. Cengage may accept other forms of payment, and if Cengage invoices you for Services, you shall pay to Cengage the amount indicated in each invoice by the due date reflected on the invoice.

Except for taxes based on Cengage's net income, if any authority imposes a tax, duty, levy, or fee upon your use of or orders for any Services, you shall pay that amount as specified in the Order or Cengage's invoice or supply Cengage with exemption documentation. You are also responsible for paying all administrative fees (such as PayPal fees) associated with the Services and any transactions you entered into in connection with the Services.

If you believe that a billing discrepancy has occurred, unless you notify Cengage in writing within 60 days after the date on which that discrepancy first appeared on your credit card account statement or invoice, as applicable, you waive your right to claim that discrepancy.

Service purchases and subscriptions are nonreturnable and cannot be exchanged. Until your Service is terminated, you will continue to accrue charges for which you remain liable, even if you do not use the Service.

If you fail to pay according to these Terms, Cengage may, without prejudice to its other rights and remedies: (1) charge interest on any unpaid amounts on a daily basis from the original due

date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate your use and/or access to Services, or both (1) and (2). You shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated accounts.

In addition, if you fail to pay according to these Terms, unless otherwise prohibited by applicable law, you consent and agree that Cengage or its designated third party collection agency may contact you by: (1) phone at one or more of your telephone numbers, including your wireless telephone numbers (in which case you might incur wireless telephone charges under your wireless device plan), (2) text messages (in which case you might incur message and data charges under your wireless device plan) or emails, and/or (3) any other method of contact, including pre-recorded and/or artificial voice messages or an automatic dialing device.

Cengage may from time to time offer Service promotions and discounts for which you may be eligible, including promotions available for a limited time. Unless otherwise specifically noted, Service promotional offers and discounts apply to first-time purchasers only. Separate terms and conditions may apply to promotional offers and discounts.

## **Content**

The Services may allow you to upload or otherwise add through the Services information, text, graphics, photos, audio, video, and/or other materials and content ("Content"). You represent and warrant that you own or have the full right to provide all Content that you provide through the Services for use with the Services ("Your Content"), and that Your Content does not infringe any third-party rights, including any intellectual property, publicity or privacy rights.

Cengage does not obtain ownership of Your Content. You hereby grant Cengage a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable and transferable license to use, distribute, reproduce, modify, prepare derivative works of, perform and display Your Content in connection with the Services and Cengage's business, including for promoting the Services, in all media now known or hereafter devised, and through any media channels. In the event that perpetual license terms are not allowed by law, the term shall be for the longest period allowed by applicable law.

Cengage does not adopt, endorse, or accept responsibility for Your Content or any third-party Content. You agree that Cengage will not be liable for any loss or damage resulting from your reliance on Your Content or any third-party Content available through the Services.

Cengage reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove Content from the Services.

After termination of your use of any Services, except as required by applicable law, Cengage does not have any obligation to destroy, return or retain Your Content relating to your use of such Services. It is your sole responsibility to backup and export Your Content prior to termination.

## **Your Use of the Services**

You may only access the Services and related Content through the interface provided by Cengage and for lawful purposes. During the applicable term of your subscription for use of the

Services if specified in an Order, Cengage grants you a limited, non-exclusive, non-transferable license only to access and to use the Services for the Permitted Use (as defined below), subject to your compliance with these Terms. You may not use the Services for any other purpose, or after the end of the applicable term, or after termination of your rights to use the Services under these Terms.

You shall provide, at your own expense, suitable equipment, software, and internet access as necessary to access and use the Services and facilitate access and use of the Services by your Authorized Users.

### **Machine Translations.**

You may have the opportunity to use machine translation functionality of selected Cengage Content. Your use of the translations is subject to these Terms. This functionality is provided solely for your convenience and is in no way intended to replace human translation. Cengage, its licensors, and third-party service providers make no representations or warranties with respect to the translations. The translations are automatically generated "AS IS" and "AS AVAILABLE" and are not retained by Cengage.

### **Permitted Uses.**

For your personal, internal research and educational purposes only, provided such use does not violate the Terms, and there are no restrictions prohibiting such use, you may:

- Display and use reasonable portions of content contained in the Services.
- Download or make printed copies of reasonable portions of content contained in the Services, provided such downloaded or printed copies retain the Cengage and its licensor's copyright notice or if no such notice is included in the copy, a credit to Cengage and its licensor is included with the copy. Users are restricted to a total of 50 downloads per session.
- Include hyperlinks to content contained in the Services in electronic reserves, online course packs, and/or intranet sites, accessible to Authorized Users only, provided the links do not circumvent any functionality of the Services.
- Extract and compile data from the content comprising the Services.

### **Prohibited Uses**

You represent, warrant, and agree that you will not:

- Use the Services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations. Without limiting the foregoing, you agree that you will not use the Services in connection with the development, design, manufacture or production of nuclear, missile, or chemical or biological weapons;
- Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable Content;
- Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;

- Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that contains any malware, viruses, spyware, worms, or other malicious code or files;
- Disrupt the normal flow of communication in the Services or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the Services;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or violate any requirements, procedures, policies, or regulations of networks connected to the Services;
- Access (or attempt to access) any part of the Services or Content through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the Services;
- Use the Services for any phishing, trolling, or similar activities, or to redirect users to other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the Services by automated or other means;
- Impersonate or attempt to impersonate Cengage or a Cengage employee, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of you or any other person, including the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;
- Frame or mirror any part of the Services;
- Use metatags or code or other devices containing any reference to Cengage or the Services in order to direct any person to any other website or services for any purpose;
- Use the Services in a manner contrary to the educational purpose of the Services, such as by posting answers to test or assessment questions provided through the Services;
- Exploit or otherwise use the Services for any commercial purpose without Cengage's prior written consent.
- Frame or utilize framing techniques to enclose any Mark (defined below) or other proprietary information (including images, text, page layout and form) of Cengage or its licensors without Cengage's prior written consent.
- Use any meta tags or any other "hidden text" using Cengage's Marks without Cengage's prior written consent.
- Download all or parts of the Services as to create a collection of materials in any form.
- Otherwise use the Services in violation of these Terms.

### **Cengage Materials and Intellectual Property**

Cengage and its licensors own and retain all right, title, and interest in and to the Services, all underlying technology used with or otherwise enabling the Services, and all software and Content (other than Your Content, which you own subject to the license set forth herein) available within the Services (collectively, "Cengage Materials"), including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these Terms transfers any such rights, title or interest to you or any other user, and Cengage reserves all rights not expressly granted to you. All software and apps provided to you under these Terms are licensed, not sold.

You agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the Cengage Materials. You may not (and you may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the

Services or any part thereof, except to the extent allowed by law notwithstanding this restriction.

All trademarks, service marks, trade names, logos and graphics included within the Services ("Marks") are trademarks of Cengage and its licensors. You may not use any Marks without the prior written consent of Cengage.

Any unauthorized use by you of Cengage's Marks or other intellectual property automatically terminates the license granted by Cengage under these Terms and your right to use the Services. You agree that any breach of your obligations with respect to Cengage's and its licensors' proprietary or intellectual property rights will result in irreparable injury to Cengage and its licensors for which money damages are inadequate, and you therefore agree that Cengage and its licensors shall be entitled to seek injunctive relief to address such breach, without the requirement of posting a bond, in addition to any other relief that a court may deem proper.

Federal Government customers obtain only the limited rights specified in these Terms and on other rights. The Government acknowledges that (i) all software and related documentation incorporated into the Services is existing commercial computer software within the meaning of FAR 27.405(b)(2); and (2) all other data delivered in whatever form, is limited rights data within the meaning of FAR 27.401. The restrictions in this section are acceptable as consistent with the Government's need for software and other data.

### **Open Content**

Certain Services may contain Content made available through a Creative Commons license (such as Attribution 4.0 International) or similar "open"-style license ("Open License"), as clearly and expressly specified within the Services ("Open Content"). You will have the rights to use Open Content solely as specified in the associated Open License. Nothing in these Terms shall restrict your rights under any Open License to Open Content provided through the Services.

### **Third-Party Services**

The Services may include services or other technology provided by third parties ("Third-Party Services"). The applicable supplier of any Third-Party Services is an intended third-party beneficiary of these Terms and may enforce these Terms directly against you with respect to such Third-Party Services. Alternately, an Order (or activation process) for a Third-Party Service may include or be accompanied by a separate service, license, or other agreement ("Third-Party Agreement"), in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement.

Cengage may also provide you with certain "Third-Party Supplier Notices" in connection with the provision of Third-Party Services. The applicable Order (or activation process) for a Third-Party Service may include or be accompanied by Third-Party Supplier Notices.

Placing an Order for a Third-Party Service that includes a separate Third-Party Agreement and/or Third-Party Supplier Notices, or activating a Third-Party Service for which the activation process includes a Third-Party Agreement and/or Third-Party Supplier Notices, constitutes your acknowledgment that you have read and agree to all applicable Third-Party Agreements and Third-Party Supplier Notices. Cengage is not a party to, and is not liable for breaches of, any Third-Party Agreement.

Cengage assumes no obligation or liability for: (1) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (2) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. You acknowledge that a Third-Party Agreement might give the applicable third-party supplier rights with respect to your data beyond those allowed by these Terms or Cengage's Privacy Notice. Cengage does not guarantee that a third-party supplier will comply with its agreement with Cengage or its Third-Party Agreement with you, and Cengage is not required to enforce its agreement with a supplier of Third-Party Services.

### **Collaboration Tools**

The Services may include comment areas, message forums, chat areas and other collaboration tools ("Collaboration Tools"). You agree to use all Collaboration Tools in good faith and not in support of any business venture or entity. Cengage disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in any Collaboration Tools. Cengage is not responsible for any errors or omissions in Content provided through Collaboration Tools, including any hyperlinks embedded in any such Content. Under no circumstances will Cengage, or its affiliates, suppliers or agents be liable for any loss or damage caused by the Collaboration Tools, including your reliance on information obtained through the Collaboration Tools. The opinions expressed in or through any Collaboration Tools are solely the opinions of the participants, and do not reflect the opinions of Cengage.

### **Internet Links**

Some links within the Services may lead to websites controlled by third parties. Because Cengage has no control over these websites, Cengage is not responsible for such websites' content or accessibility via the internet and does not endorse products, services, or information provided by such websites. Cengage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any Content, goods, or services available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Cengage and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Cengage would be responsible for the actions of their respective owners.

### **Privacy and Your Information**

Cengage processes personal information as defined by the applicable law where you live ("PI") in our Services for several reasons, and only when Cengage has a legal basis for doing so, such as fulfillment of a contractual obligation or with consent.

Cengage may process PI under legitimate interest as long as such legitimate interest does not outweigh or infringe on the rights and freedoms of its customers.

Cengage may use profiling or analytics in the Services such as usage data and engagement; please note that human intervention is always possible to override any automated decision making.



Cengage may also use customer activity reports, analytics data, usage logs, and other similar information to determine how customers interact with Cengage's Services and make improvements to the Services.

Cengage respects the rights of European Economic Area (EEA) residents to access, correct and request erasure or restriction of their personal information as required by law. If you are a resident of the EEA, you generally have a right to know whether or not Cengage maintains your PI. If your information is incorrect or incomplete, you have the right to ask Cengage to update it. You have the right to object to Cengage's processing of your PI. You may also ask Cengage to delete or restrict your PI.

To exercise these rights, please contact Cengage via email at [privacy@cengage.com](mailto:privacy@cengage.com) and a member of Cengage's Privacy Team will assist you. Please understand that Cengage may need to verify your identity before processing your request.

If you are an educator, parent, or student, Cengage is a service provider to your school or organization; please reach out to the appropriate contact at your school or organization with questions or inquiries. This notice does not cover other organizations' websites that may be accessible via links through our Services. These websites have their own privacy policies and we encourage you to read them.

Cengage occasionally may notify users of its Services of significant announcements regarding the operation of the Services (whether or not they have opted out of receiving marketing communications from Cengage as further described in Cengage's Privacy Notice).

Some activities within the Services might request you and other users to submit information that is tabulated and stored in a database and used to produce statistics that are integral to the educational value of these activities. If the requested information is personally identifiable, your specific responses remain confidential and Cengage will not associate those responses with your name, email address, or other personally identifiable information. You hereby consent to including in (and Cengage's disclosure of) any such statistical analysis the information that you submit while participating in any such activity.

For further information about Cengage's privacy and data protection practices, please read Cengage's [Privacy Notice](#). This Privacy Notice explains how Cengage treats your personal information when you use the Services. You agree to the use of your personal data in accordance with Cengage's Privacy Notice.

To the extent that any third-party website accessible through the Services has different privacy practices, terms or conditions, those practices, terms or conditions will be explained at that website and will apply to that website, in lieu of these Terms and Cengage's Privacy Notice.

## **Accessibility**

Cengage provides a variety of programs and services to help make its educational materials accessible to users of all abilities. For additional information regarding Cengage's accessibility initiatives, see <https://www.cengage.com/accessibility>.

## **Digital Rights Management**

A Service might contain or be accompanied by digital rights management technology or similar



security technology designed to protect digital information against piracy and other misuse. You acknowledge that any such technology is not a defect in the Service. While accessing a Service, your internet-accessible device may be directly connected to an internet site operated by or on behalf of Cengage in order to upgrade that security technology. You hereby consent to the use and automatic upgrading of that security technology. You shall not circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the security technology contained in or accompanying any Service.

### **General Practices Regarding Use of Services and Storage of Your Content**

Cengage may establish general practices and limits applicable to your use of the Services, including the maximum number of days that Your Content is retained in connection with the applicable Service, the maximum storage space allotted on your behalf for such Service, and the maximum number of times (and the maximum duration for which) you are allowed to access the Service in a given period of time. Cengage may suspend or terminate user accounts for which applicable fees are unpaid, or that are inactive for an extended period of time, with or without notice. Cengage may establish and change these general practices and limits at any time, with or without notice.

You acknowledge that the Services are not designed or intended to be used as part of a disaster recovery facility or an emergency data storage facility. Although Cengage takes reasonable precautions to preserve and protect Your Content, you shall not rely on the Services as your only storage means. You should make and preserve your own backup copies of Your Content. Cengage is not liable for damage to, deletion of, or failure to store, Your Content.

### **Disclaimer of Warranties**

**The Services and Cengage Materials are provided by Cengage on an "as is" and "as available" basis. Cengage makes no representations or warranties of any kind, express or implied, as to the Services, Cengage Materials, or other information, content or materials made available through the Services, including the Cengage Materials, the Content, Open Content, Third-Party Services, or Collaboration Tools (collectively, the "Services Items"). You agree that your use of the Services, Cengage Materials, and Services Items is at your sole risk. The Services, Cengage Materials and Services Items could include inaccuracies or typographical errors. Advice received via the Services, Cengage Materials, and Services Items is informational only, does not constitute medical, legal, tax, financial, or other professional advice, and should not be relied upon for personal, medical, legal, or financial decisions. You should consult an appropriate professional for specific advice tailored to your situation. Cengage does not warrant or make any representations regarding the use of or the result of the use of any Services, Cengage Materials or Services Items in terms of their correctness, accuracy, reliability, or otherwise, and you (and not Cengage) assume the entire cost of all necessary servicing, repair and correction.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENGAGE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CENGAGE DOES NOT WARRANT THAT THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF**

## **VIRUSES OR OTHER HARMFUL COMPONENTS.**

### **Limitation of Liability**

Neither Cengage nor its suppliers, nor their respective directors, employees, officers or representatives will be liable for any damages of any kind arising from the use of or inability to use the Services, Cengage Materials, or Services Items including, but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any lost profits, lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees you have paid to Cengage for the Services at issue during the prior three (3) months. The limitations in this paragraph shall apply to the extent permitted by applicable law.

You agree that Cengage is in no way responsible or liable for any grade or assessment you may receive through or otherwise related to any Services.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENGAGE, ITS AFFILIATES AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS; ANY CLAIMS RELATED TO YOUR CONTENT; OR YOUR VIOLATION OF ANY OF THESE TERMS. This paragraph shall survive any expiration or termination of these Terms.

### **Responsible Disclosure Surrounding Security**

If you are a security researcher and have discovered a vulnerability in one of our Services, Cengage appreciates your help in reporting it to Cengage in a responsible and private manner.

Any identified vulnerability in our Services should be reported to [security@cengage.com](mailto:security@cengage.com). Reported vulnerabilities will be triaged by Cengage's Compliance and Security Team. To allow Cengage to best analyze the vulnerability, please include the following:

- URL of the vulnerable endpoint
- Type and description of vulnerability
- Steps to reproduce the vulnerability
- Your email address and any other pertinent contact information

Cengage does not want to limit the visibility we have into security risks in our Services. However, to protect our users and systems, you are prohibited from:

- Accessing, downloading, modifying, or removing data of accounts that do not belong to you;
- Performing any penetration testing on the sites in which the Services are provided or accessed;
- Performing any denial of service (DoS) attack, including a distributed DoS (DDoS) attack or other attack that would degrade the Services;
- Uploading or posting malicious software;
- Engaging in social engineering of other users, Cengage employees, or Cengage

- partners, of any kind, including phishing;
- Sending unsolicited communications, including emails, in-application chats, and SMS;
- Testing any third-party applications, websites, or services that integrate or link to the Services. and
- Physical attempts to access Cengage property or any data centers used to provide the Services.

Cengage does not currently participate in or offer a bug bounty program. You agree that you are not entitled to any compensation in relation to vulnerability identification or disclosure.

If you identify a valid vulnerability and comply with these Terms, Cengage will:

- Acknowledge the receipt of your vulnerability report;
- Work with you to understand and document the issue;
- Address the risk as deemed appropriate by Cengage;
- Not suspend or terminate your account; and
- Not pursue legal action against you.

## **Termination**

You agree that Cengage may terminate, suspend, or block your use of all or part of the Services, without liability or refund, if in Cengage's sole determination you have breached these Terms. You agree that upon termination of your participation in the Services for any reason, Cengage may delete all information related to you on or within the Services and may prevent your continued access to and use of the Services.

In order to protect the integrity of the Services, Cengage reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Services.

## **Feedback**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Cengage relating to modifying or improving the Services ("Feedback"), whether solicited or unsolicited, are non-confidential. Cengage may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant to Cengage a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

## **Changes to These Terms**

Cengage may change these Terms from time to time. When these changes are made, Cengage will make a new copy of these Terms available through the Services. You understand and agree that your use of the Services after the date on which these Terms have changed constitutes acceptance of the updated Terms.

## **Miscellaneous**

All disputes arising out of or relating to these Terms, including all intellectual property issues and your rights and obligations, shall be governed by the laws (without regard to any conflicts of laws rules) and shall be subject to exclusive jurisdiction as set forth in the following paragraphs,

based on your country of residence. Each party waives any objection to the identified venue or jurisdiction:

If you reside in the United States of America or any other country not stated below:

- The laws of the United States of America and the State of New York shall apply, with exclusive jurisdiction in the state or federal courts of New York County, New York.

If you reside in the United Kingdom or in EMEA or India:

- The laws of England shall apply, with exclusive jurisdiction of the English courts.

If you reside in Australia or Asia (excluding India):

- The laws of Australia shall apply, with exclusive jurisdiction in Australia courts.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply these Terms and is expressly excluded.

Services and Content are not available in all languages or in all countries. Cengage makes no representation that the Services, Cengage Materials, or Services Items are appropriate or available for use in any particular location. To the extent you choose to access the Services, you do so at your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These Terms are personal to you and you may not assign them or your rights or obligations under them to anyone. If any provision of these Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Cengage may assign its rights and obligations, or these Terms, in whole or in part.

The failure of Cengage to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. No waiver of any term of these Terms by Cengage shall be deemed a further or continuing waiver of such term or any other term.

You and Cengage acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between you and Cengage by your use of the Services, and neither you nor Cengage have the power or the authority to obligate or bind the other.

Cengage shall not be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These Terms along with any applicable Order and Supplemental Terms constitute the entire understanding between the parties pertaining to their subject matter, and any prior or other contemporaneous written or oral agreements between the parties are expressly superseded.

Any FAQs or similar documents included in or associated with the Services are for informational purposes only and are not deemed to be part of these Terms.

If Cengage provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term “including” is used in these Terms, it shall be interpreted to mean “including, without limitation,” so that the items after the term “including” are understood to be illustrative only and not a complete list.

### **Notice and Procedure for Making Claims of Copyright Infringement**

Note: the following information is provided exclusively for notifying Cengage that your copyrighted material might have been infringed. All other inquiries, such as requests for technical assistance, will not receive a response through this process.

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c), to be effective, written notification ("Notification") of claimed copyright infringement must be submitted to the following **Agent Designated to Receive Notification of Claimed Infringement:**

Laura Stevens  
Legal Department, Cengage Learning, Inc.  
200 Pier Four Blvd  
Boston, MA 02210  
Phone: (617) 289-7700  
**infringements@cengage.com**

To be effective, the Notification must include the following:

- 1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2 Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- 4 Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- 5 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Supplemental Terms For Gale Products**

### **Gale Digital Scholar Lab**

## 1.0 Definitions

- 1.1 “**Authorized Sites**” means Internet websites or any other remote sites operated by Licensee with secure access from which Licensee’s Authorized Users can obtain access to Digital Scholar Lab.
- 1.2 “**Authorized Users**” means individuals whom Licensee has granted access to Digital Scholar Lab and who have agreed to the Digital Scholar Lab Terms and Conditions.
- 1.3 “**Session**” means the cycle of activities by an Authorized Users that starts when the Authorized User connects to a database and ends when the Authorized User connects to another database or exits Digital Scholar Lab either by logging out or by timeout due to inactivity.
- 1.4 “**Setup Fee**” means the fee paid to Cengage by Licensee for setting up and configuring Licensee’s access to Digital Scholar Lab.
- 1.5 “**Source Content**” means the primary source texts purchase from Cengage by Licensee and which is made available for access and analysis through Digital Scholar Lab.
- 1.6 “**Subscription Fee**” means the fee paid to Cengage by Licensee for Subscription Access to Digital Scholar Lab.

### Digital Scholar Lab Services.

Subject to the timely payment of set up and subscription fees, as more fully detailed in an Order, and compliance with the Terms and Digital Scholar Lab Services Terms below, Cengage grants to You a non-transferable, non-exclusive, limited license during the term, as provided in an Order, to access and use, and to permit the Authorized User, as identified in an Order to access and use, Digital Scholar Lab for purposes of personal, non-commercial, academic Text and Data Mining of the Gale content, as identified in an Order (the “Source Content”). “Text and Data Mining” means the performance of automated searches of Source Content, the sorting, parsing, addition or removal of linguistic structures, and the selection and limited inclusion of content into an index or database for purposes of classification or recognition of relationships and associations for non-commercial research purposes only.

### Digital Scholar Lab Services Terms:

- a. Use of and access to Digital Scholar Lab shall be limited to Authorized Users and shall not include providing access to other libraries or third parties, unless specifically authorized by Cengage. Non-subscribing libraries and other third parties are required to enter into a separate agreement with Cengage for access and may not access Digital Scholar Lab remotely through Your website(s) or use Your remote access to gain access without the prior express written permission of Cengage.
- b. You may only access Digital Scholar Lab using the authentication credentials provided to You by Cengage. You may not share Your authentication credentials with others or access Digital Scholar Lab as an Authorized User other than via a secure website approved by Cengage.

- c. You shall take all reasonable precautions to limit the usage of Digital Scholar Lab to You and Your Authorized Users, who shall agree to the Terms and these Supplemental Terms. You agree to notify Cengage if it becomes aware of any of the following: (i) any loss or theft of Your authentication credentials; (ii) any unauthorized use of any of Your authentication credentials or of Digital Scholar Lab; or (iii) any breach by an Authorized User of the Terms. Upon becoming aware of any breach of the terms of this Agreement by an Authorized User, You shall work with Cengage to cure such breach. Notification of claims of copyright infringement regarding materials available or accessible on, through or in connection with Cengage's services may be sent to Cengage Learning, Inc., 200 Pier Four Blvd., Boston MA 02210, Attention: General Counsel.
- d. All rights in and to Digital Scholar Lab not specifically provided to You hereunder shall remain the exclusive property of Cengage and its licensors.

#### Limitations on License.

- a. You may download, view and print and/or make paper or electronic copies of citations, abstracts, full text or portions of Source Content for educational research and personal non-commercial use only; provided, however, that You may download no more than One Thousand (1,000) Source Content documents per Session.
- b. You shall not use Digital Scholar Lab or any output generated by Digital Scholar Lab as a component of, or a basis for, a directory, database or other publication prepared for sale, exchange, barter or transfer, rent, lease, loan, resold for profit, distributed, altered or in any other manner commercially exploiting any data or documentation derived from Digital Scholar Lab or the Source Content.
- c. You may distribute the outputs of Text and Data Mining, provided, however, that (i) where snippets and/or bibliographic metadata are distributed, they must be accompanied by a DOI link that points back to the individual full text article or book chapter, (ii) where images or text excerpts are used, You are solely responsible for securing any intellectual property or other rights for reuse from the relevant rights holder, and (iii) the distributed outputs must include a proprietary notice stating:

"Some rights reserved. This work permits non-commercial use, distribution, and reproduction in any medium, provided the original author and source are credited."

- d. You are not authorized to:
  - (i) Use snippets of text from individual full text articles or book chapters of more than 200 characters (excluding text entity matches or bibliographic metadata);
  - (ii) Abridge, modify, translate or create any derivative work based on the Source Content included in the Digital Scholar Lab;

- (iii) Remove, obscure, or modify in any way any copyright notices, other notices or disclaimers as they appear in the dataset;
  - (iv) Substantially or systematically reproduce, retain or redistribute the dataset;
  - (v) Extract, develop or use the dataset in any direct or indirect commercial activity;
  - (vi) Utilize the Digital Scholar Lab output to enhance institutional or subject repositories in a way that would compete with Cengage database products or any other Cengage product, service, and/or solution, or have the potential to substitute and/or replicate any other existing Cengage database product or any other Cengage product, service and/or solution;
  - (vii) Use any robots, spiders or other automated downloading programs, algorithms or devices to search, screen-scrape, extract, or index any Cengage website or web application
- e. You may provide electronic links to Digital Scholar Lab from Your web page(s) providing that You shall not allow non-subscribing institutions or any other third party to link directly or indirectly to Source Content made available through Digital Scholar Lab.
- f. Remote access to Digital Scholar Lab must not be made available online or via a workplace computer, except as authorized herein. Subject to Cengage approval as set forth in an Order, Remote access may be available, where You have undertaken proper security procedures preventing remote access by unauthorized users. No provision of these Terms are intended to constitute a substitution for an institutional license by a non-subscribing institution or any third party. Remote access rights are designed for the provision of services to licensed Authorized Users only and not rights for the users of a non-subscribing institution.



## Cengage Privacy Notice

This Privacy Notice is effective as of November 1, 2020.

[Click here for previous versions.](#)

Cengage Learning, Inc. and its affiliates (collectively referred to as “Cengage”, “we”, “us”) are committed to protecting Personal Information. We have an internal Global Privacy Policy that protects all of the Personal Information we collect and helps ensure that Personal Information is handled properly.

This Privacy Notice explains our practices with regard to the “Personal Information” we collect from educational professionals (such as teachers, instructors, school administrators, authors, editors, and contributors), students at post-secondary schools, adult learners, website visitors and others with whom we interact. For information about how we protect the privacy of children and K-12 students, please read our [Privacy Statement regarding K-12 Students and Children’s Data](#).

This Privacy Notice explains how we collect, use and share your Personal Information and how you can exercise your privacy rights. We recommend that you read this Privacy Notice to be fully informed.

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## 1. Collection of Your Personal Information

**Personal information** is any information that can be used to identify, locate or contact you. It also includes other information that may be associated with your Personal Information. The Personal Information that we may collect when you visit our websites or use our products generally falls into the following categories:

- **Contact Information** that allows us to communicate with you, such as your name, username, mailing address, telephone numbers, email address or other addresses that allow us to send you messages.
- **Identifiers** that allow us to recognize you or your devices, such as a school ID, the account number that we assign you, or your device and advertising identifiers.
- **Relationship Information** that helps us do business with you. For students, this may include your school affiliation, expected degree and graduation date, your courses of study, grades, learning style and how you engage with our products and content, and similar information that can help us tailor our content and offer you personalized instruction. For professionals, this may include your professional credentials and affiliations and the products and services that may interest you or your school. If you are an instructor, we may also collect information about the types of courses you teach, your teaching style and student engagement, and similar information that can help us tailor our content and improve your effectiveness in the classroom.
- **Transaction Information** about how you interact with Cengage Learning, including your purchase history, information about your use of our content (including time spent on material and results of in-product assessments), customer account information and information about how you use our websites and applications. If you purchase products from us online, we also collect payment card information as needed to process your payment.

In many cases, we collect Personal Information directly from you. We will ask you for Personal Information when you interact with us, such as when you register on our websites, signup to receive materials electronically or make a purchase. We may collect additional information about you from your school, such as information about the classes you are teaching, and from third party data suppliers who enhance our files and help us better understand our customers. We may also collect information from publicly-available social media sites, such as Twitter.

When you use our websites, products and applications, we collect Transaction Information about your session and your activity. In addition to any information that you submit during these sessions, we use cookies and other technological tools to automatically collect information about your computer and your use of our website and applications. We may collect or infer information about you, such as your engagement with our products and with others in your classes. We treat this information as Personal Information when it is associated with other data elements that allow us to identify you. For more information about cookies and other technologies, please see the section Cookies and Other Data Collection Technologies below.

We also collect Personal Information when you contact us, such as for customer service purposes. Additionally, we may obtain content that is captured and recorded when taking a course, such as video or audio recordings for use in language courses.

We also obtain Contact Information and Relationship Information about prospective customers from other members of the Cengage group and from other third party lead providers. We will respect your preferences and as described in this Privacy Notice.

## 2. Uses of Your Personal Information

We use your Personal Information for the following purposes:

- Providing you with the products, content or services selected by you or your institution and for related activities, such as customer service, account management, support and training, reporting and to provide other services related to your school's account,
- Ensuring the security and integrity of our websites, apps, products, services, systems, networks and facilities, including physical security, cybersecurity, fraud detection and prevention and intellectual property protection
- Providing you with marketing communications and offers for products and services from Cengage group companies and our partners, including personalized offers based on your usage of our products and to manage your communications preferences,
- Providing you with additional information that may be of interest, such as news and announcements, study tips for students or teacher guides for professionals,
- Administering surveys and other promotional events,
- Determining if you are eligible for certain products, services or offers, such as rebates or content guides offered to professionals and students for certain courses,
- Understanding how you use our products, content and services, including associating you with the different devices you may use to access our content, for analytics and product development purposes as well as to improve your user experience and to personalize offers that we make to you, and
- Managing our everyday business needs, such as payment processing and financial account management, contract management, website administration, business continuity and disaster recovery, security and fraud prevention, corporate governance, reporting and legal compliance.

## 3. Sharing Your Personal Information

**Cengage does not sell any student information or other Personal Information that we collect from website visitors or the users of our products.** We may disclose your Personal Information with the following categories of third parties as permitted by law:

- If you are affiliated with an educational institution, with your school and (if you are student) with your instructors. For example, we provide our institutional clients with reports about how their instructors and students use our products, including information that compares instructors and students within a school. If you are a student, your instructors will have access to the information generated by your use of the products for a class. We may also provide Personal Information to your school, as needed, to investigate possible academic fraud or cheating. Your school uses your Personal Information in accordance with its own privacy policies.
- With our affiliates, which may use your Personal Information for the purposes listed above.
- With our service providers, who are bound by law or contract to protect your Personal Information and only use your Personal Information in accordance with our instructions.

- With authorized partners that provide services to you through My Cengage, MindTap and similar platforms but only to the extent that you have authorized the sharing. For example, you may request that Cengage share information about the courses you've taken with partners to enable the partner to provide you with resume creation, skills assessment or other services. Additionally, we may share certain transactional information with our partners as needed to validate referrals and operate the platforms.
- With third parties based on your consent, such as if you enroll in a co-branded marketing program or if you explicitly accept our use of third-party advertising cookies.
- With other third parties, as permitted by law, such as when needed to affect the sale or transfer of business assets, to enforce our rights, including Terms of Use or Service, protect our property, or protect the rights, property or safety of others, or as needed support external auditing, compliance and corporate governance functions.
- To law enforcement agencies and courts in the United States and other countries where we operate, when required to do so by law, such as in response to a subpoena or court order.

Please note that we may also use and disclose information about you that is not personally identifiable. For example, we may publish reports that contain aggregated and statistical data. These reports do not contain any information that would enable the recipient to contact, locate or identify you.

#### **4. Gale Directory Products**

Gale, a Cengage Company, publishes business directories. These directories contain publicly-available business contact information about corporate executives, academics and professionals obtained from third party sources, such as company websites, publications, public records providers and other commercial sources. These directories do not contain any information collected from users of our products or websites.

These directories are used by students, researchers and other professionals to identify relevant corporate contacts, experts and sources. We respect the rights of professionals to opt-out of having their business contact information included in these directories. If you would like to remove your information from our professional directories, please [complete this form](#).

#### **5. Cookies and Other Data Collection Technologies**

When you visit our website or use our mobile applications, we collect information by automated means, using technologies such as cookies, pixel tags, browser analysis tools, server logs and web beacons. In many cases, the information we collect using cookies and other tools is only used in a non-identifiable way, without any reference to your Personal Information. For example, we use information we collect about all website users to optimize our websites and to understand website traffic patterns.

In some cases, we do associate the information collected using cookies and other technology with your Personal Information. This Privacy Notice governs how we use that information when we associate it with your Personal Information.

Please refer to our [Cookies Notice](#) for more information on our use of cookies and other data collection technologies, how you can manage cookies.



### ***Third Party Advertising Companies***

We have relationships with third party advertising companies to place advertisements on this website and other websites, and to perform tracking and reporting functions for this website and other websites. These third-party advertising companies may place cookies on your computer when you visit our website or other websites so that they can display targeted advertisements to you.

These third-party advertising companies do not collect Personal Information in this process, and we do not give any Personal Information to them as part of this process. However, this Privacy Notice does not cover the collection methods or use of the information collected by these companies. For more information about third party advertising, please visit the Network Advertising Initiative (NAI) at [www.networkadvertising.org](http://www.networkadvertising.org). To opt out of being targeted by many third party advertising companies by visiting [www.networkadvertising.org/consumer/opt\\_out.asp](http://www.networkadvertising.org/consumer/opt_out.asp) or <http://preferences.truste.com/truste/>.

### ***Social Media Interactions and Interest-based Ads***

Our websites may enable you to interact with us and others via social media platforms, such as Facebook, Twitter, Pinterest and Instagram. If you use these platforms, we may collect Personal Information about you and your friends, as permitted by the platform's privacy policies. For example, we may allow you to sign into Cengage websites and applications using Facebook Connect. If you choose to do this, we may collect information about you and your friends as needed to facilitate an interactive social experience.

We may display interest-based ads to you when you are using social media platforms. These platforms allow us to personalize the ads that we display to you. We do not share any of your Personal Information with these platforms, although we may convert your email address or other identifier into a unique number which can be matched by the platform with its user to allow delivery of the advertising. Although we do not provide any Personal Information to these platforms, they may gain insights about individuals who respond to the ads we serve.

### ***Browser Do Not Track Signals***

Our websites currently do not have a mechanism to recognize the various web browser Do Not Track signals, but we do offer our customers choices to manage their cookie preferences as described above. To learn more about browser tracking signals and Do Not Track please visit <http://www.allaboutdnt.org/>

## **6. Mobile Applications**

We offer mobile applications that allow you to access your account, interact with us online and receive other information via your smartphone. When you download our mobile applications, you may choose to allow us to obtain your precise location from your mobile device. We use this information to deliver personalized content to you for our internal analytics purposes. We may also offer automatic (or "push") notifications. We will provide push notifications only to those individuals who opt-in to receive such notifications from us. You do not have to provide location information to us or enable push notifications to use any of our mobile apps. If you have questions about location and notification privacy, please contact your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

## **7. Forums and Other Public Areas**

Our products may provide forums and other public areas where instructors and students can communicate. Prior to posting in these areas, please read our Terms of Service carefully. All the

information you post will be viewable to anyone with access to the area, and any Personal Information you include in your posting may be read, collected, and used by others. For example, if you post your mobile telephone number, you may receive unsolicited calls.

Please use caution when posting any Personal Information. Cengage is not responsible for the Personal Information or any other information you choose to submit in these forums. To request removal of your Personal Information from the forums, [Contact Us](#).

## 8. Tell-A-Friend Functions

We may offer “tell-a-friend” functionality on our websites. If you choose to use this function, we will collect contact information for your friend. We will automatically send your friend a one-time email with the information you specified or inviting him or her to visit the site. We use this information for the sole purpose of sending this one-time email and do not retain the information.

## 9. Your Choices and Rights

You have many choices about how we use your Personal Information.

- In most cases, you can choose what Personal Information to provide to us. You are not required by law to provide any Personal Information to Cengage. Our data collection forms indicate what Personal Information is required for the particular service.
- If you have an online account with Cengage, you can access and update your Personal Information at any time by logging into the platform. You can also update your communications preferences.
- If you would like to request that Cengage delete your Personal Information, please use our [automated deletion request](#) form.
- You can always opt-out of receiving marketing communications from us. Every commercial electronic message we send includes an opt-out link. You can also have your name removed from our email marketing lists any time by contacting our Customer Service department by email at: [cengagebrain.support@cengage.com](mailto:cengagebrain.support@cengage.com) or phone at +1 800.354.9706 (M -F, 8:00 am -6:00 pm ET).

Please note that even if you opt-out of commercial emails, we may still need to contact you with important information about your account. For example, even if you opt-out of marketing emails, we may still send you activity or billing confirmations.

We also respect your rights as required by law. Depending on where you reside, you (or your agents) may have an explicit right:

- To be informed about our collection, use and disclosure of your Personal Information
- To know if we maintain your Personal Information, and, if we do, to receive a copy (subject to the rights of others) and to us to update it if it is inaccurate or out of date.
- To object to our processing of your Personal Information, and, if we are processing your Personal Information based on your consent, to withdraw your consent at any time.
- To ask us to delete or restrict your Personal Information.
- To not receive discriminatory treatment for the exercise of your privacy rights.

Please read our [Additional Privacy Statements](#) or [Contact Us](#) to learn more and to exercise your rights. We will need to confirm your identity before we can fulfill most requests, as we need to be sure that your Personal Information is not disclosed to an unauthorized recipient.

Please understand that these rights are subject to some limitations, such as when we are processing or retaining data to comply with our own legal obligations.

#### **10. Retention of Data**

We will retain your Personal Information in accordance with our retention policies for as long as is reasonably needed to accomplish the purpose for which it was collected period that may be required or permitted by law, such as for business, legal, accounting, or reporting requirements. If you would like us to delete your Personal Information, please [Contact Us](#). If we do not have a legal basis for retaining your information, we will delete it as required by applicable law.

#### **11. International Transfers**

Your Personal Information may be transferred to, stored at or processed in the United States and other countries which may not have equivalent privacy or data protection laws. However, regardless of where your Personal Information is transferred, we will protect it in accordance with this Privacy Notice and applicable laws.

We generally use approved Standard Contractual Clauses to assure that Personal Information is adequately protected when it is transferred to countries without an adequate level of data protection, but we may also make transfers to recipients using other approved data transfer mechanisms. To learn more about our cross-border transfers of Personal Information, please [Contact Us](#).

#### **12. Information Security**

We use physical, technical, organizational and administrative safeguards to help protect your Personal Information against unauthorized or unlawful processing of Personal Information and against damage to, accidental loss or destruction of, your Personal Information. We also contractually require that our service providers protect our information from unauthorized access, use, and disclosure.

#### **13. Privacy Policies of Third Parties**

This Privacy Notice only addresses the use and disclosure of information by Cengage and its affiliates and does not apply to your use of a third party site. Other websites that may be accessible through this website have their own privacy policies and data collection, use and disclosure practices. We encourage you to familiarize yourself with the privacy statements provided by all third parties prior to providing them with information or taking advantage of an offer or promotion. For example, our MindTap product uses the YouTube API Services. MindTap uses these Services to allow instructors to add videos and the information collected and shared includes meta data that is used to describe the content of the videos delivered in the search results. Refer to the Google privacy policy for more information:

<https://www.google.com/policies/privacy>.

You may revoke access to your data via the Google security settings page at

<https://security.google.com/settings/security/permissions>.

#### 14. Job Applicants

If you have applied for employment with Cengage, the Personal Information submitted with your job application will be used only for recruitment and other customary human resources purposes. Please visit our [Applicant Privacy Notice](#) for more information.

#### 15. Changes to this Privacy Notice

From time to time, we may update this Privacy Notice to reflect new legal requirements or changes to the way we operate our business. We will place a notice online if we make significant changes to this the Privacy Notice. Additionally, if the changes will significantly affect the way we use or disclose previously-collected Personal Information, we will notify you about the change by sending a notice to the primary email address associated with your account.

#### 16. How to Contact Us

Please contact the Cengage Privacy Office if you have any questions or comments about our privacy practices, this Privacy Notice, or if you wish to exercise your rights. We will also investigate and attempt to resolve complaints and disputes, as quickly as possible, and in any event, as required by law.

Mail: Cengage Learning, Inc.  
Privacy Office  
200 PIER 4 Blvd., Suite 400  
Boston MA 02210

Email: [privacy@cengage.com](mailto:privacy@cengage.com)



**EXHIBIT F**  
**NEGOTIATED MODIFICATIONS TO**  
**CONTRACT No. 2326A**

These Negotiated Modifications are hereby incorporated into Contract 2326A (the "Contract") for Library Databases for Henrico County Public Schools as of the effective date of the Contract.

**WHEREAS**, HCPS and Cengage Learning, Inc. 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 in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals ("RFP") are modified as follows as of the effective date of the Contract.

1. The following replaces the text in Sec. V. N. - Indemnification (page 11):  
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 from any third party claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by 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 County's sole negligence.
  
2. The following replaces the text in Exhibit A – License Agreement Addendum Item #3 (page 3)  
Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any **third party** 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.



**A proposal from Gale  
part of Cengage Group**

**Library Databases for  
Henrico County Public Schools**

**July 25, 2022**

**Gale Representative:**

**Heather Handy Hayes**

**Executive Education Consultant**

**phone: 804-437-4516**

**email: [Heather.Hayes@Cengage.Com](mailto:Heather.Hayes@Cengage.Com)**





July 25, 2022

Eileen Falcone  
Assistant Division Director  
County of Henrico  
8600 Staples Mill Road  
Henrico, Virginia 23228

Dear Ms. Falcone,

Cengage Learning is pleased to provide our best and final offer pricing for Henrico County Public Schools (HCPS) RFP No. 22-2326-3EMF, Library Databases for Henrico County Public Schools.

As part of our BAFO pricing, we waved the training costs.

Please find our pricing outlined below, including our revised Attachment H pricing schedules.

We look forward to our continued business relationship with Henrico County Public Schools. If you should require any further information, please do not hesitate to contact me.

Kind regards,

Heather Hayes  
Executive Education Consultant  
v: (804) 437-4516  
e: heather.hayes@cengage.com



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Attachment A  
RFP 22-2326=3EMF  
Library Databases for Henrico County Public Schools Offeror:  
Cengage Learning, Inc.  
July 20, 2022

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*Currently HCPS is paying a \$50.00 Hosting Fee. Has this already been factored into the pricing you are providing so that if awarded the contract there would not be an additional charge?*

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Response from Gale:

Gale's Hosting Fee at Henrico County Public Schools is unrelated to the Gale database services and is for the *Gale eBooks* platform in place at HCPS. The \$ 50.00 fee is an annual cost that covers all users at HCPS for unlimited simultaneous-user access from any location; all enhancements made during the year to the *Gale eBooks* platform, and cover any new eBook titles added during the course of the year.



**Gale Pricing Overview for All Products Being Offered and Costs for Each Database (July 2022) RFP No. 22-2326-3EMF**

Gale Resource	High Schools Only	Middle Schools Only	High & Middle Schools	Elementary Schools
<i>Gale In Context: High School (BAFO)</i>	\$ 34,902.00	N/A	N/A	N/A
<i>Gale In Context: Middle School</i>	\$ 6,000.00	\$ 8,995.00	\$ 13,500.00	N/A
<i>Gale In Context: Biography</i>	\$ 21,000.00	\$ 12,000.00	\$ 27,000.00	N/A
<i>Gale In Context: Opposing Viewpoints</i>	\$ 21,000.00	\$ 12,000.00	\$ 27,000.00	N/A
<i>Gale In Context: Global Issues</i>	\$ 21,000.00	\$ 12,000.00	\$ 27,000.00	N/A
<i>Gale In Context: U.S. History</i>	\$ 21,000.00	\$ 12,000.00	\$ 27,000.00	N/A
<i>Gale In Context: World History</i>	\$ 21,000.00	\$ 12,000.00	\$ 27,000.00	N/A
<i>Gale In Context: Science</i>	\$ 21,000.00	\$ 12,000.00	\$ 27,000.00	N/A
<i>Gale In Context: Environmental Studies</i>	\$ 21,000.00	\$ 12,000.00	\$ 27,000.00	N/A
<i>Gale In Context: For Educators*</i>	\$ 166,708.50	\$ 120,666.00	\$ 287,374.50	N/A
<i>Gale Literature Resource Center</i>	\$ 25,000.00	N/A	N/A	N/A
<i>National Geographic Kids</i>	N/A	N/A	N/A	\$ 13,690.00

\**Gale In Context: For Educators* includes access to all of the *Gale In Context* databases.

Gale is pleased to waive all initial training / professional learning fees with the adoption of any of the above resources.

All Gale resources listed provide unlimited simultaneous-user access from any location and are fully integrated with the Schoology LMS as well as Google and MS OneDrive.

**Your Richmond-Area Gale Team:**

Heather Hayes  
 Executive Education Consultant  
 v: (804) 437-4516  
 e: [heather.hayes@cengage.com](mailto:heather.hayes@cengage.com)

Geoff Thieke  
 Strategic Account Manager  
 v: (609) 577-5742  
 e: [geoffrey.thieke@cengage.com](mailto:geoffrey.thieke@cengage.com)

Gale, here for **everyone.**

Attachment H  
Gale In Context: Biography  
BAFO Pricing Scenario

<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9-12</u></b>	<b>Name of Program: <u>Gale In Context: Biography</u></b>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed under Pricing Options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 21,000.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.32 per student (High Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.32
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,100.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge



Attachment H  
Gale In Context: Environmental Studies  
BAFO Pricing Scenario

<b>Name of Offeror:</b> <u>Gale, part of Cengage Group</u>  <b>Grades Submitted for:</b> <u>9-12</u>	<b>Name of Program:</b> <u>Gale In Context: Environmental Studies</u>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed on Pricing Options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 21,000.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.32 per student (High Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.32
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,100.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge

Attachment H  
 Gale In Context: For Educators  
 BAFO Pricing Scenario



<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>6-12</u></b>	<b>Name of Program: <u>Gale In Context: For Educators</u></b> <b>Includes: <i>Gale In Context: High School; Gale In Context: Middle School; Gale In Context: Biography; Gale In Context: Opposing Viewpoints; Gale In Context: Global Issues; Gale In Context: Science; Gale In Context: Environmental Studies; Gale In Context: U.S. History; and Gale In Context: World History</i></b>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	N/A	Listed on Pricing Options (Attachment I)
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	N/A	Not being proposed for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>\$ 120,666.00</b>	Pricing based on Middle Schools FTE numbers provided at left.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 166,708.50</b>	Pricing based on High Schools FTE numbers provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 287,374.50</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 10.50 per student (High &amp; Middle Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 10.50
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 13,062.00 (All <i>Gale In Context</i> databases along with <i>For Educators</i> resource)
Price for District License PreK-5	N/A
Price for District License PreK-8	N/A
Price for District License PreK-12	N/A
Price for District License 6-8	\$ 120,666.00
Price for District License 6-12	\$ 287,374.50
Price for District License 9-12	\$ 166,708.50
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	No Charge



Attachment H  
 Gale In Context: High School  
 BAFO Pricing Scenario

<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9 –12</u></b>	<b>Name of Program: <u>Gale In Context: High School</u></b>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	N/A	Not proposed for K-8
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	N/A	Not proposed for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	N/A	Not proposed for Middle Schools
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ 34,902.00	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	No Charge	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	No Charge	N/A
<b>Grand Total</b>	\$ 34,902.00	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 2.19 per student (High Schools)</b>	

**ATTACHMENT I**

*BAFO PRICING OPTIONS*

<b>Provide pricing as it relates to the proposed solution</b>	<b>Price</b>
Price per Student	\$ 2.19
Price per Teacher	N/A (included)
Price per Classroom	N/A (included)
Price per Site	\$ 3,490.20
Price for District License PreK-5	N/A
Price for District License PreK-8	N/A
Price for District License PreK-12	N/A
Price for District License 6-8	N/A
Price for District License 6-12	N/A
Price for District License 9-12	\$ 34,902.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge



Attachment H  
 Gale In Context: Global Issues  
 BAFO Pricing Scenario

<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9-12</u></b>	<b>Name of Program: <u>Gale In Context: Global Issues</u></b>	
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed on pricing options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 21,000.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.32 per student (High Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.32
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,100.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge



Attachment H  
Gale In Context: Middle School  
BAFO Pricing Scenario



<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>6-8</u></b>	<b>Name of Program: <u>Gale In Context: Middle School</u></b>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ N/A	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>\$ 8,955.00</b>	Pricing based on Middle Schools FTE figures provided at left.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>N/A</b>	Model for 6-12 pricing listed in Pricing Options (Attachment I)
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 8,955.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ .78 cents per student (Middle Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ .78 cents
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 746.25
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 8,955.00
Price for District License 6-12	\$ 13,500.00
Price for District License 9-12	\$ 6,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge

Attachment H  
 Gale In Context: Opposing Viewpoints  
 BAFO Pricing Scenario



<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9-12</u></b>	<b>Name of Program: <u>Gale In Context: Opposing Viewpoints</u></b>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed under Pricing Options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 21,000.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.32 per student (High Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.32
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,100.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge



Attachment H  
Gale In Context: Science  
BAFO Pricing Scenario

<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>	<b>Name of Program: <u>Gale In Context: Science</u></b>	
<b>Grades Submitted for: <u>9-12</u></b>		
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed under Pricing Options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 21,000.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.32 per student (High Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.32
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,100.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge

Attachment H  
 Gale In Context: U.S. History  
 BAFO Pricing Scenario



<b>Name of Offeror:</b> <u>Gale, part of Cengage Group</u>  <b>Grades Submitted for:</b> <u>9-12</u>	<b>Name of Program:</b> <u>Gale In Context: U.S. History</u>	
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed under Pricing Options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 21,000.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.32 per student (High Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.32
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,100.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge



Attachment H  
 Gale In Context: World History  
 BAFO Pricing Scenario



<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9-12</u></b>	<b>Name of Program: <u>Gale In Context: World History</u></b>	
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed under Pricing Options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 21,000.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.32 per student (High Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.32
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,100.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge

Attachment H  
Gale Literature Resource Center  
BAFO Pricing Scenario

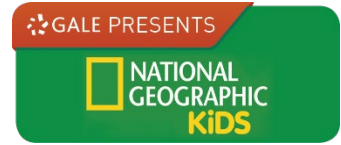


<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9-12</u></b>	<b>Name of Program: <u>Gale Literature Resource Center</u></b>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	N/A	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	N/A	Not age appropriate for Middle Schools
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 25,000.00</b>	Pricing based on High Schools FTE figures provided at left.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	No Charge
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	No Charge
<b>Grand Total</b>	<b>\$ 25,000.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.57 per student (High Schools)</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.57
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,500.00
Price for District License PreK-5	N/A
Price for District License PreK-8	N/A
Price for District License PreK-12	N/A
Price for District License 6-8	N/A
Price for District License 6-12	N/A
Price for District License 9-12	\$ 25,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	No Charge

Attachment H  
National Geographic Kids  
BAFO Pricing Scenario



<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>K-5</u></b>	<b>Name of Program: <u>National Geographic Kids</u></b>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	N/A/	Listed under optional pricing (Attachment I) for PreK-12
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>\$ 13,690.00</b>	Pricing is based upon Elementary Schools FTE figures provided at left.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	N/A	N/A
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	N/A	N/A
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>No Charge</b>	N/A
<b>Grand Total</b>	<b>\$ 13,690.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ .59 cents per student</b>	

Attachment I  
BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ .59 cents
Price per Teacher	\$ N/A - included
Price per Classroom	\$ N/A - included
Price per Site	\$ 297.60
Price for District License PreK-5	\$ 13,690.00
Price for District License PreK-8	\$ 16,000.00
Price for District License PreK-12	\$ 22,000.00
Price for District License 6-8	\$ 5,700.00
Price for District License 6-12	\$ 10,000.00
Price for District License 9-12	\$ 4,500.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	No Charge
1 day of Professional Development - price per teacher/librarian	No Charge
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	No Charge



**PROPOSAL FROM**  
**CENGAGE LEARNING, INC.**

**Henrico County Public Schools**

**School Library Databases**

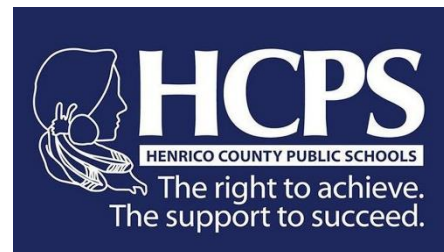
**Gale Representatives:**

**Heather Hayes**

Executive Education Sales Consultant

P > 804-437-4516

E > heather.hayes@cengage.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. 22-2326-3EMF Library Research Databases 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):	
Cengage Learning, Inc.	
ADDRESS:	
27555 Executive Drive, Suite 350, Farmington Hills, MI 48331	
FEDERAL ID NO:	59-212449
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Jennifer Fritsch
TITLE:	Vice President Sales, K-12
TELEPHONE:	281-923-2695
FAX:	N/A
EMAIL ADDRESS:	bidteam@cengage.com
DATE:	6/10/22



## ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Cengage Learning, Inc.

This form completed by: Signature:  Title: Vice President of Sales, K-12

Date: 6/10/22

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** 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
- 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.

\_\_\_\_\_ NUMBER \_\_\_\_\_ 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 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:**

is a corporation or other business entity with the following SCC identification number:  
F1540691 **-OR-**

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

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-**

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:

**ATTACHMENT D**  
**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF OFFEROR: Cengage Learning, Inc.

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
N/A		

**ATTACHMENT F**  
**DIRECT CONTACT WITH STUDENTS**

Name of Offeror: Cengage Learning, Inc.

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:**

- X  **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*

Jennifer Fritsch  
*Printed Name of Authorized Representative*

Cengage Learning, Inc.  
*Printed Name of Vendor*  
*(if different than Representative)*

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June 15, 2022

Cecelia Stowe, Purchasing Director  
County of Henrico  
8600 Staples Mill Road  
Henrico, Virginia 23228

Dear Ms. Stowe,

Cengage Learning is pleased to respond to Henrico County Public Schools (HCPS) RFP No. 22-2326-3EMF, Library Databases for Henrico County Public Schools, with a recommendation of Gale databases that empower teachers and librarians to engage learners. Our response includes all required forms and attachments.

Our school partners enjoy accurate and essential content in Gale databases with an unparalleled collection of informational text, primary sources, and multimedia content accessible to students and teachers anytime, anywhere, and on any device. With ease of access, accessibility tools, and integration with existing platforms like Schoology, Gale content becomes a daily curriculum supplement that supports research, project-based learning, and diverse educational styles. Our services go beyond providing a product—we work with you to achieve the ultimate goal of student success. More information about our company, products, and services is available at [www.gale.com](http://www.gale.com).

Gale is a part of Cengage Learning, a leading provider of innovative teaching, learning and research solutions for schools and districts throughout the Commonwealth and across the U.S. Gale's products and services are designed to foster academic excellence, increase student engagement, improve learning outcomes and deliver authoritative information to students and educators whenever and wherever they need it.

Gale has a 60-year history and partnerships with hundreds of School Districts that have informed and shaped our award-winning library resources and services. Gale continually develops technology enhancements to support diverse learning needs and allow teachers to meet students where they are.

### *Gale Online Databases*

The quality of Gale Online Resources is derived through direct investment in proprietary publishing with content partners like *The New York Times*, *The Washington Post*, *NPR*, *The Economist*, *Newsweek*, *PBS*, *National Review*, *Smithsonian*, *The New Yorker*, and many other outstanding sources. Our e-resources have received more than 123 awards in the last ten years. Please see the enclosed Gale Learning Resources for K-12 attachment that provides a brief profile of our most popular resources.

Gale's databases provide seamless integration with Schoology, Clever, and Google Drive, allowing teachers and students easy access and excellent instructional capabilities in leveraging the resources.

### *Customized Service and Support*

Gale resources include exceptional services at no additional charge, including:

- > Online ordering, tracking and invoicing
- > Renewal and product access
- > Electronic search assistance
- > Web portal development
- > Collection development tools
- > Training and technical resources
- > Product documentation
- > Online help and Webinars
- > Content support
- > Usage analytics

Additional support information and resources may be found at <https://support.gale.com>

### *Consultation and Quotations*

We welcome your questions and conversation about how Gale library resources be used to support daily instruction and provide easy access for teachers to leverage outstanding content. For any further information, please contact Heather Handy Hayes, your Executive Education Consultant, her contact information is below:

cell: 804-437-4516 email: [Heather.Hayes@Cengage.Com](mailto:Heather.Hayes@Cengage.Com)

Thank you in advance for the opportunity to assist your information collection processes. We hope to support your goals and future success.

*Regards,*



*Jennifer Fritsch*  
Vice President of Sales, K - 12

*Attachments*

## TAB 2 – STATEMENT OF SCOPE

### A. General Requirements

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Response to Scope of Services –The Offeror shall address each section of the Scope of Services, Sec. II. A-I, with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a subsection titled “Exceptions”

As required, Gale’s response to the Scope of Services is provided below.

1. A solution for PK-12 coverage for general encyclopedia databases including, but not limited to dictionary, thesaurus, almanac and atlas.

The Gale digital products proposed herein for HCPS provide a wide range of engaging cross-curricular resources for elementary, middle, and high school students, all fully integrated with Schoology for teachers to easily leverage any of the content in learning activities. We welcome the opportunity to further support HCPS students and teachers with award-winning databases that will meet and exceed the needs of those who seek online information and empower teachers with outstanding digital resources they can easily use for instruction. To continue and expand upon our existing partnership with HCPS and the Gale resources which have been used by HCPS for years, Gale recommends the outstanding resources to strengthen teaching and learning in Henrico County Public Schools:

- *Gale In Context: For Educators*
- *Gale In Context: Middle School*
- *Gale In Context: High School*
- *Gale In Context: Opposing Viewpoints*
- *Gale In Context: Biography*
- *Gale In Context: Global Issues*
- *Gale In Context: Science*
- *Gale In Context: Environmental Studies*
- *Gale In Context: U.S. History*
- *Gale In Context: World History*
- *Gale Literature Resource Center*
- *National Geographic Kids*

The proposed Gale resources reflect Gale’s core offerings for K-12 Schools and are used by hundreds of School Districts throughout the Country. Gale has been providing rich and diverse online content to Schools for years, giving teachers dynamic options to leverage high-quality, current resources and culturally responsive content beyond anything traditional textbook providers can offer. With a full integration with Schoology, teachers can easily leverage Gale content in any learning activity (assignments, pages, discussions, or quizzes). Gale’s integration with Schoology is a full LTI integration (not simply links to an external tool) which makes the resources fully authenticated in the LMS (no users ever need credentials) and content can be embedded in learning activities with all accessibility tools (translation, text-to-speech, visual display, Google Drive downloads) all fully functional for all students.

---



Please refer to the product descriptions that follow, which briefly describe the content areas and other relevant features of each proposed Gale resource. As current subscribers, you have first-hand the quality and breadth of the proposed Gale products.

### *Gale In Context: For Educators*

The ultimate option for using library database resources to support teaching and learning is *Gale In Context: For Educators*. This award-winning resource builds on the foundation of *Gale In Context* student databases (all of which are included) to help all stakeholders (librarians, teachers, curriculum teams, technology integration staff, literacy coaches – everyone) collaborate more effectively; and fostering an equitable and culturally responsive classroom with up-to-date diversity, equity, and inclusion (DEI) and social and emotional learning (SEL) resources. With a single point of access to all of the *In Context* resources with curriculum alignments and lesson plans, *Gale In Context: For Educators* saves teachers time and delivers dynamic instructional options to students – all delivered in the Schoology LMS. *Gale In Context: For Educators* lives within and outside of the LMS, so any stakeholder (even one who does not use Schoology) can collaborate with any teachers who work with students in the LMS.

DISCOVER curriculum-aligned, learner-focused resources:

- Browse up-to-date Virginia Curriculum Frameworks and Standards of Learning (as well as National Authorities like NGSS, NCSS, CASEL) to find aligned resources – content as well as lesson plans and activities.
- Browse by discipline and course to find curated instructional content, along with related lesson plans, activities, and project plans that are aligned to standards and tied to resources.
- Search across subscribed *Gale In Context* databases by subject or keyword.
- Support all learners. Access the Lexile framework for reading on all *Gale In Context* content, find leveled content for our most high-demand topics, and get support to differentiate every lesson plan and activity for struggling and advanced learners.

CUSTOMIZE resources for the classroom:

- Organize classroom materials by putting resources into content sets for easier lesson planning and collaboration with co-teachers and other colleagues.
- Label and annotate documents and content sets to assign as reading lists or text sets to students as textbook supplement or replacement
- Create customized, interactive digital resources for students using *Gale In Context: For Educators* exclusive tools. –
- Easily build content sets to share with any colleagues supporting core courses, electives, and new courses such as African-American History.

COLLABORATE with colleagues and share with students:

- Establish a personal account to continue work beyond a single session. Teachers can work in tandem with librarians, literacy coaches, ELL teams, instructional technology staff, anyone who touches teaching and learning.
- Create content sets from not only the vast resources within Gale but also bring in outside resources from the open web, other online resources in the District, or resources created by teachers.
- Support new teachers by easily sharing content sets for lessons and courses
- Share a single document, an annotated document, or a content set with students using Google Classroom, Drives, or the Schoology LMS.
- Send resources to other educators or set up a shared folder to collaborate with colleagues. Create folders to plan new Units, electives or courses for internal instructional use and future planning.

Gale would be happy to discuss additional differentiators for all of our *In Context* databases offered within the *For Educators* program. This award-winning resource offers the most comprehensive and qualitative academic solution available today, combined with an award-winning, easy-to-use, end-user platform. Future developments with *For*

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*Educators* (launching in the 2022-23 School Year) include a doubling of Lesson Plans to nearly 1,000 across instructional levels and subject areas, the inclusion of assessment components, and additional administrative options in managing Class Resource Folders.

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*This means less time learning how to use the products, and more time developing critical thinking skills. Tools like translation, text size adjustment, and text-to-speech help users with comprehension, while Lexile and content levels help guide users to appropriate information.*

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### *Gale In Context: Middle School*

Created specifically for middle school students, *Gale In Context: Middle School* combines the best of Gale's reference content with age-appropriate videos, newspapers, magazines, primary sources, and much more. Categories cover a range of the most-studied topics including cultures, government, people, U.S. and world history, literature, and many more.

This middle school database provides engaging reference, periodical, and multimedia content supporting national and state curriculum standards for grades 6 to 12 in language arts, social studies, and science. Middle school students will benefit from an interface that delivers a combination of the highly visual design and navigation preferred by younger users as well as the authoritative content and user-focused tool set needed to support middle school assignments and coursework.

*Gale In Context: Middle School* is designed to bridge the gap between *Gale In Context: Elementary* (provided via the Library of Virginia) and the subject-specific *Gale In Context* student research databases, developed primarily for high school students.

### *Gale In Context: High School*

Gale's most robust database, *Gale In Context: High School* offers cross-curricular content aligned to national and state curriculum standards and reinforces the development of skills such as critical thinking, problem solving, communication, collaboration, creativity, and innovation. Explore topics within business and economics, geography, government, history, literature, science and health, social issues, and more.

Integrating reference content, biographies, primary sources, multimedia, critical essays, news, academic journals and more, *Gale In Context: High School* is updated daily, offering nearly 1,000 issue, topic, and geographic pages across the curriculum. Top sources such as *The New York Times*, *The Washington Post*, NPR, *The Economist*, *The New Yorker*, *National Review*, *Newsweek*, PBS, *Smithsonian*, and many more are delivered in this powerful resource. Content comes together to provide background and guidance on topics like Government and the Economy, Human Population, topics in history, science, American Literature, and more. *Gale In Context: High School* is a powerful cross-curricula resource with strong content support for Science, Social Studies, English Language Arts, and Health – while also delivery outstanding content options to support many elective programs from Psychology and Sociology to Business and Entrepreneurship.

### *Gale In Context: Opposing Viewpoints*

Gale's most popular database among Schools in the United States, *Gale In Context: Opposing Viewpoints* is the premier online resource covering today's hottest social issues, from capital punishment to immigration to marijuana. This cross-curricular resource supports science, social studies, current events, and language arts classes. Informed, differing views help learners develop critical-thinking skills and draw their own conclusions. Information on myriad issues is presented in a sound and informative manner as opposed to overly simplistic polarized perspectives, as most issues are not comprised of 'two' sides but entail a spectrum of many perspectives and viewpoints. Background information provides critical details on what a given issue entails, devoid of any positions expressed.

*Gale In Context: Opposing Viewpoints* is a rich resource for debaters and includes viewpoints, reference articles,

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infographics, news, images, video, audio, and more. A category on the National Debate Topic provides quick and easy access to content on frequently studied and discussed issues. Periodical content covers current events, news and commentary, economics, environmental issues, political science, and more.

### *Gale In Context: Biography*

*Gale In Context: Biography* is an engaging experience for those seeking contextual information on the world's most influential people. Organized into a user-friendly portal experience, it merges Gale's authoritative reference content with periodicals and multimedia. Users can browse to find people based on occupation, role, or historical period, or search based on name, occupation, nationality, ethnicity, birth/death dates and places, or gender, as well as by keyword and full text.

*Gale In Context: Biography* is built on a foundation of more than 600,000 biographical entries covering international figures from all time periods and areas of study. *Gale In Context: Biography* includes over 5,000 portal pages on contemporary and historical figures.

Reference content is offered alongside videos, audio selections, images, primary sources, and magazine and journal articles from hundreds of major periodicals and newspapers. This resource is continuously updated to ensure users have access to the latest information. *Gale In Context: Biography* is the ultimate solution for providing information on persons of note – be they historical figures from Centuries past or contemporary and emerging figures in the news.

### *Gale In Context: Global Issues*

*Gale In Context: Global Issues* supports global awareness and provides a global perspective while tying together a wealth of authoritative content, empowering learners to critically analyze and understand the most important issues of the modern world. Explore issues within government, law, health, science and technology, society, and culture, and more. Integrating national and international news, global viewpoints, reference materials, country information, primary source documents, videos, statistics, and more, *Gale In Context: Global Issues* is updated daily and offers 250 country pages and more than 400 issue pages. Exclusive to *Gale In Context: Global Issues*, thousands of viewpoint commentaries provide background and guidance on significant topics like Food Security, Genocide, Human Rights, Extreme Weather, and more. *Gale In Context: Global Issues* pulls in daily updates from news sources national and international – giving teachers and students unique insights to events in the world and how they are being reported by State and independent news agencies throughout the world. A top resource in IB Programs and unique among School Library resources, *Gale In Context: Global Issues* brings in hundreds of International sources updated daily so users can have a truly global perspective on events and developments taking place in the world.

### *Gale In Context: Science*

*Gale In Context: Science* is an engaging resource that provides contextual information on hundreds of today's most significant science topics. Drawing students in with captivating subject matter, *Gale In Context: Science* showcases how scientific disciplines relate to real-world issues ranging from bacteria to obesity and weather.

Integrating millions of full-text articles that include national and global publications, 200+ science experiments, 300+ interactive simulations, other multimedia, and top reference content, *Gale In Context: Science* is updated daily and offers over 600 pages on topics across the curriculum, covering biology, chemistry, earth and environmental science, physics, and more. With daily updates, *Gale In Context: Science* supports ongoing developments in the Sciences and provides critical supplemental information to core Science curriculum courses – which usually adopt textbooks every 5-7 years. *Gale in Context: Science* also provides information to support Engineering and Mathematics – making it a strong asset to support all STEM programs and initiatives.

### *Gale In Context: Environmental Studies*

From climate change to automobile emissions, today's environmental issues determine the destiny of tomorrow's world. *Gale In Context: Environmental Studies* provides users with comprehensive information, empowering learners to

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critically analyze and understand important topics that affect people around the world. Explore topics and events within Earth systems, global change, pollution, populations, and more.

Integrating case studies, news, reference materials, academic journals, videos, and more, *Gale In Context: Environmental Studies* is updated daily with relevant information. The resource offers over 450 topic, state, and province pages across the science, social studies, and humanities curriculum, including Water Privatization, Ecotourism, Air Pollution, Green Economy, and more. *Gale In Context: Environmental Studies* is an outstanding resource to support High School courses around environmental science (standard or AP) and brings critical information into the classroom (with all the great Gale tools for integration) that no textbook can match.

### [\*Gale In Context: U.S. History\*](#)

*Gale In Context: U.S. History* is an engaging experience for those seeking contextual information on hundreds of the most significant people, events, and topics in U.S. history. The comprehensive, contextual, media-rich collection empowers learners to develop information literacy and critical thinking skills. Topics range from the arrival of Vikings in North America all the way to the first stirrings of the American Revolution and on through the Civil Rights movement, 9/11, and the War on Terror.

Reference content, millions of news and periodical articles, and more than 5,500 rare and vital primary source documents that range from slave journals to presidential papers are aligned to curriculum and provide many options for an exploration of U.S. history. *Gale In Context: U.S. History* is a dynamic and outstanding resource to support core Social Studies courses in Virginia such as Virginia and United States History as well as Virginia and United States Government. Full Schoology integration makes this a powerful resource for Social Studies teachers.

### [\*Gale In Context: World History\*](#)

*Gale In Context: World History* reaches back to the ancient world—and forward to today's headlines—to deliver a chronicle of the people, cultures, events, and societies that have formed the history of humanity. A range of topics such as Aztecs, Industrial Revolution, Silk Road, the Buddha, Space Race, and more provide a wide perspective across the globe. Rare primary sources, reliable reference, and multimedia content are aligned to curriculum and put this vast subject into context for students. With strong coverage of the scope of world history and rich coverage of current events, teachers can pull today's news into classroom discussions and draw historical parallels among past events in history and issues in our world today. This one resource can provide strong support for World History programs in Virginia covering both the time period up to 1500, as well as modern world history from 1500 to the present. As with all the other Gale resources, this is fully integrated with Schoology so teachers can easily leverage content for learning activities with no access credentials needed for them or their students.

### [\*Gale Literature Resource Center\*](#)

Gale's flagship literary resource, *Gale Literature Resource Center* provides current, comprehensive, and reliable online literature coverage, offering the broadest and most representative range of authors and their works, including a deep collection of full-text critical and literary analysis for literary studies. The resource provides researchers with unbounding literary resources to support their literary responses, literary analysis, and thesis statements through a diversity of scholars and critics that ensure all views and interpretations are represented. *Gale Literature Resource Center* can be found in every major College and University Library and those High School students who move on to College will find it wherever they go.

Researchers can find up-to-date analysis, biographical information, overviews, full-text literary criticism, and reviews on more than 130,000 writers in all disciplines, from all time periods, and from around the world. *Gale Literature Resource Center* brings together materials that support interdisciplinary approaches, information literacy, and the development of critical thinking skills. Researchers with a literature, history, arts, gender studies, or cultural studies focus can use this resource to analyze authors and works throughout time.

### [\*National Geographic Kids\*](#)

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Engage young students and broaden their horizons with reputable, authoritative, age-appropriate digital content that brings them the world in a way they've never seen before. *National Geographic Kids* will take them on amazing adventures in science, nature, culture, archaeology, and space.

*National Geographic Kids* includes the complete run of the magazine from 2009 to the present, as well as books, videos, and images. High-quality informational texts are available for primary, upper elementary, and middle school English Language Arts, social studies, and science classrooms. This unique resource will support the Elementary curriculum while also providing a rich source for students to individually explore topics of interest and read for pleasure.

*National Geographic Kids* is part of the National Geographic Virtual Library, which brings together a complete archive of National Geographic magazine—every page of every issue—along with a cross-searchable collection of hundreds of National Geographic eBooks, maps, images, and videos.

2. The ability to print and/or email and/or transfer to Google Drive accounts of full text, abstracts, and graphics and does not require email access on the searching computer.

Gale confirms. Students, teachers, and parents will have full access to print, email and/or transfer full text, abstracts, and graphics. We even have Share Link buttons to automate the process:



Figure 1- Share links button

3. Lesson plans and/or resources tied to Virginia SOL.

### *Gale In Context: For Educators*

*Gale In Context: For Educators* provides a single point of access to all the Gale In Context resources including the means to search by the Virginia Curriculum Frameworks or Standards of Learning. This will link to aligned content with related lesson plans and instructional resources in the classroom. *For Educators* gives all stakeholders a specialized toolkit to collect, organize, customize, and share classroom instructional materials for lessons by easily integrating them into their workflow. Classroom teachers and school librarians continuously collaborate to ensure middle and high school students successfully meet learning objectives. Their shared goal is to create a positive environment where students can develop a joy in learning, but also have time to achieve standards and give personal attention to all students.

*Gale In Context* databases aid instruction by providing authoritative information in key subject areas to make it easier for educators to support students in lasting ways. While access is a pivotal starting point, educators have asked for ways to connect these digital resources to their curriculum or teaching style.

*Gale In Context: For Educators* helps teachers, librarians, and technology specialists be most effective in creating lesson plans using databases that come alive in the classroom. Awarded “Best of Show, ISTE 2019” by Tech & Learning, as well as *Product of the Year 2022* by the Modern Library Association - *Gale In Context: For Educators* provides a single access point for teachers, librarians, and others to search across Gale’s *In Context* resources to identify and curate resources to support lessons and still deliver the results to students in the Schoology. *Gale In Context: For Educators* was developed with the intent of keeping the existing teacher workflow intact, while providing more power and collaboration prior to delivery. This powerful resource enables educators to give students customized instruction with engaging materials that develop a strong foundation in core subjects, foster engagement, support differentiated learning, and meet assessments.

4. Copy ready citations, format tools, compatible with citation builder such as Noodle Tools.

Gale confirms. At the bottom of each article is a source citation box where students can choose the citation style and easily export it to a variety of platforms.

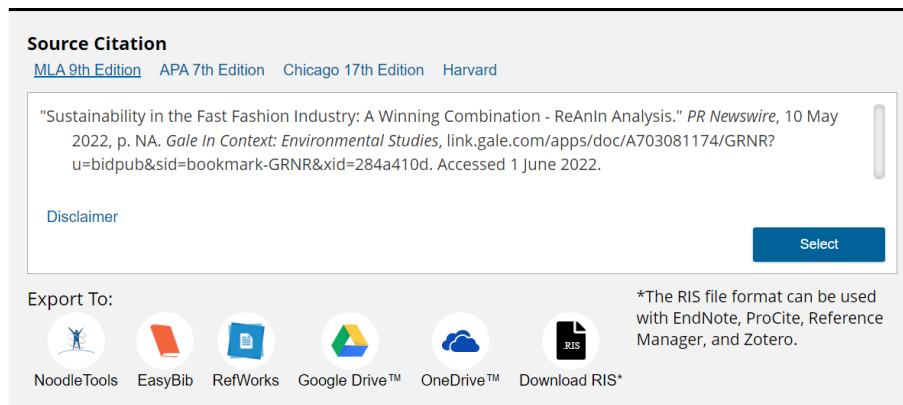


Figure 2 – Gale's easy to use citation function

5. Translation for ELL students and language classes and audio for students.
6. A variety of formats (video, audio, ebook, reference, periodical, transcript, etc.) which include primary and secondary source documents.
7. Reading, vocabulary, and conceptual level appropriate for age level of students.

Gale resources offer many tools to support individualized instruction from searching for content by reading level, leveled entries, providing text-to-speech of content for audio learners, translation capability (and translated text-to-speech) for English language learners, as well as audio and video content to support different learning modalities. Teachers can easily identify content assets to support various reading levels or learning modalities. As Gale resources all deliver unlimited simultaneous user access—all personnel can use these with students. With Gale's integrated options to cloud environments like Google Drive or Microsoft OneDrive also help collaboration. *Gale In Context: For Educators* is designed so classroom teachers can collaborate with librarians, resource room teachers, reading coaches, and other colleagues to meet the needs of students they collectively work with.

As a Google for Education Partner, Gale is integrated with G Suite for Education and Microsoft Office 365 tools which enable users to share, save, and download content—including highlights and notes.

8. Articles that can be linked to Schoology and/or other district platform programs.

Gale Confirms. Gale is IMS Global 1.0 certified and supports deep linking with Learning Management Systems such as Schoology. Embedding content into the curriculum is as simple as identifying which point of integration is most useful to you. Gale's integration is a proper LTI integration where the Gale Apps are fully authenticated (no user – student or teacher would ever need credentials from within Schoology) and allows for full embedding of any content assets within learning activities. This is far more effective than simple links or External Tools within the LMS.

9. Searches multiple encyclopedias/articles/etc.

Gale confirms. Gale’s searching function allows students to search all Gale products available in your library. The Gale resources represent hundreds of thousands of encyclopedia entries, full-text newspaper articles (major sources like *The New York Times* and *The Washington Post*), magazine and journal articles (*Smithsonian*, *The Economist*, *Newsweek*, *National Review*, *The New Yorker*, *American Heritage*, *Nature*), along with thousands of podcasts and videos.

**FIND EXACTLY WHAT YOU NEED**



Figure 3 - Gale search function

10. Ease of access. No more than 3 clicks from initial search to get to information.

Gale confirms. Access to authoritative content is easy with Gale databases. Databases feature hot topic quick search links on the home page, which offer users a one-click access point to relevant content. Users may also use the search platform on the database homepage to quickly find related materials. From the search, users may filter results by content type, or perform additional in-results page limitations such as certain document types, subjects, or title. Users may also sort results by date, relevance, document title, or content level. Regardless of the way users find information, relevant results are less than 3 clicks away from the database home page.

11. Multiple reading levels preferred (single articles that can be leveled for reading ability).

Gale confirms. Teachers can easily identify content assets to support various reading levels or learning modalities. Results can be filtered by Lexile Levels as needed and options exist to simply target leveled reading entries as well. As Gale resources all deliver unlimited simultaneous user access—all personnel can use these with students. Gale's integration with Schoology, Google Drive, and Microsoft OneDrive would allow the use of content in any of these environments.

**CONTENT LEVELS**

Gale In Context documents are assigned content levels on their Lexile measure, or a target audience if there is no Lexile measure on the document.

- Level 1**  
Up to 500L- Generally lower elementary
- Level 2**  
501L-850L- Generally upper elementary
- Level 3**  
851L-1100L- Generally middle school
- Level 4**  
1101L-1300L- Generally high school
- Level 5**  
1301L and Up- Generally high school and above

Figure 4 - Gale Content Level Filters



12. Graphic friendly, colorful interface, and are ADA compliant and comply with the Information Technology Accessibility Act Code of Virginia- 2-2-3500)

Gale confirms. Gale's Online Resources were created with the diverse needs of students in mind. Therefore the page displays are colorful, with age-appropriate graphical interfaces. Expanded accessibility tools include font adjustment, text-to-speech, and display options of text to modify page colorization, fonts (such as Open Dyslexic) or adjust the spatiality of lines, letters, and words to accommodate student needs.

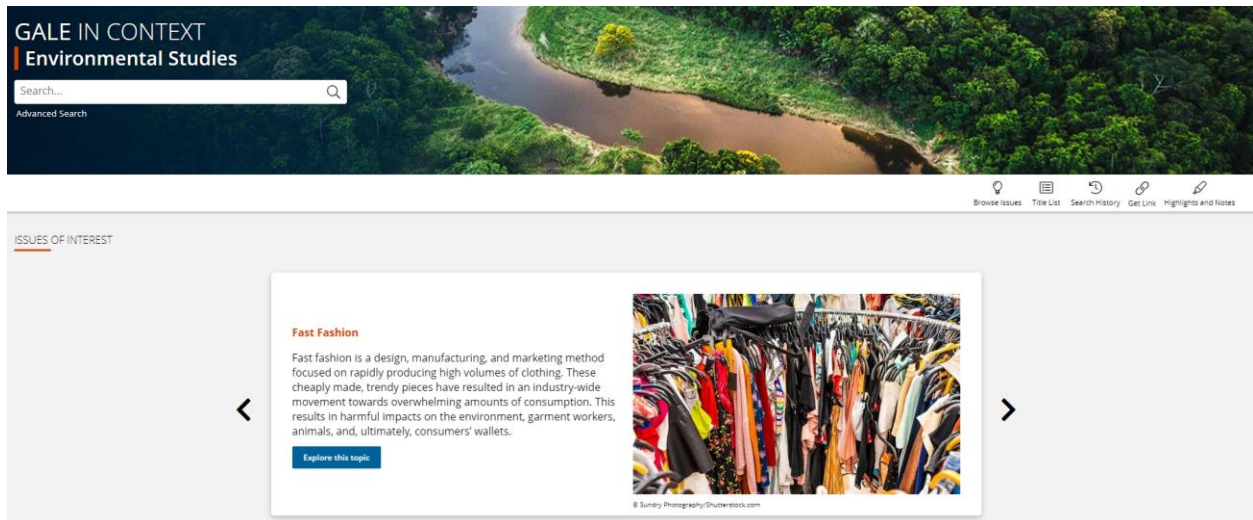


Figure 5 - Gale's Graphics for Gale in Context

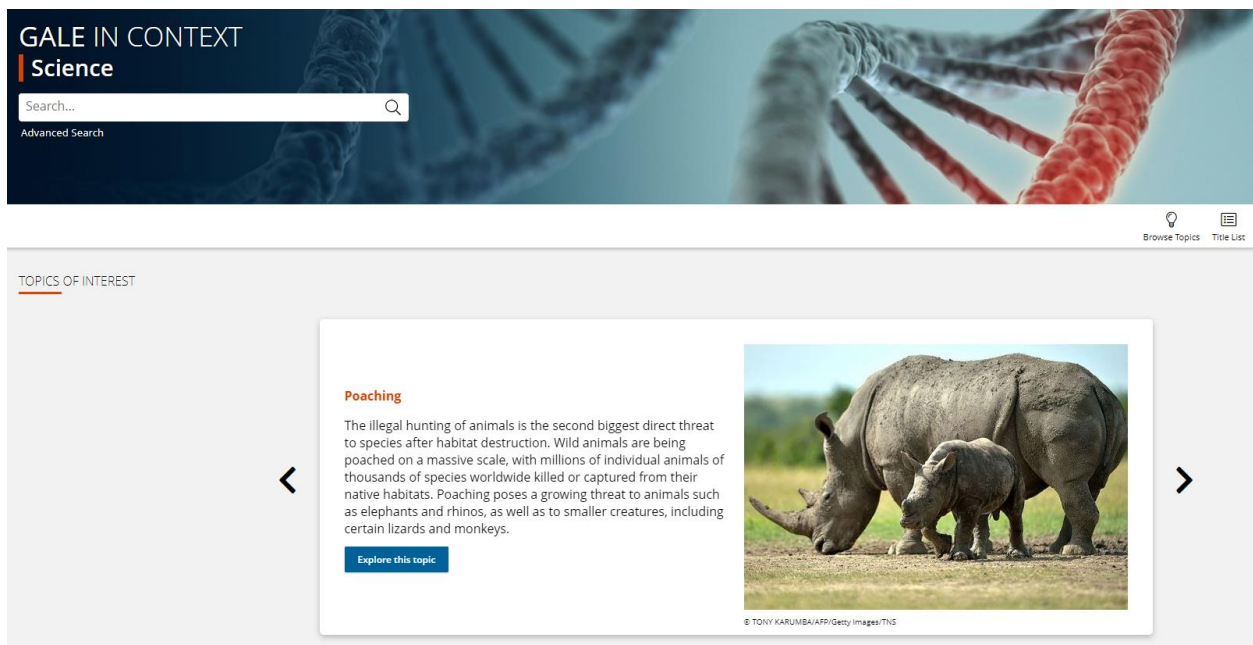


Figure 6 - Gale's Graphics for Gale in Context



All proposed products are available via the Internet both in the school and remotely. Products are hosted by Gale and accessible through a number of authentication methods that can be used on any computer with internet access. We also have a mobile optimized platform allowing students to use the system wherever they are.

#### E. Networking Environment

13. District Internet Bandwidth a. 2x 8 Gbps Comcast ENI circuits to supply a total district bandwidth of 16 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits listed above.

Gale confirms.

#### 14. Firewall Protection

##### a. Firewalls are in use

Gale confirms. These resources are hosted on redundant Gale servers and can be accessed remotely outside the SSA firewall at any time. The robust platforms that host these resources are currently being accessed by more than 300 million users per year and are fully supported by Gale staff in multiple locations.

Many Gale customers need to allow access through firewalls, proxies, caching servers, filtering software, and other security features. Gale maintains a list of URLs that your network will need to have full access to, in order to use PowerSearch and our other products to their fullest extent.

Gale is unaware of any systemic issues with a firewall or proxy access. Gale will work with any individual account having access issues immediately to rectify any situation if one arises.

An easily accessible web page listing firewall/filter configuration can be found at:  
<http://support.gale.com/gale/article.html?article=1164>

## B. Specific Requirements

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At a minimum, the proposed databases should include the following:

#### 1. High School

##### a. Academic coverage including:

Collegiate level for AP and DE students, Literature/English, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts, Technology, Career Education, Mathematics, World Language. Request at least 75% be full text.

Gale's online resources deliver content with rigor from thousands of Academic (and Peer-Reviewed) Journals, to major national Newspapers and Magazines with Pulitzer-Prize winning content and journalists. These include *The New York Times*, *The Washington Post*, *Newsweek*, *National Review*, *The New Yorker*, *the Economist*, *Smithsonian*, *Nature*, and hundreds more. *Gale In Context: High School* offers cross-curricular content that supports national and state curriculum standards and reinforces the development of skills such as critical thinking, problem solving, communication, collaboration, creativity, and innovation. Explore topics within business and economics, geography, government, history, literature, science and health, social issues, and more.

Throughout the United States, Gale databases are a fixture in top-performing Academic schools as well as the most academically prestigious private and preparatory schools.

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Gale Literature Resource Center is found in every major University and College Library in the United States, including the University of Virginia, Virginia Tech, William & Mary, VCU, the University of Richmond, and every Ivy League School. Henrico County students who move on to College after High School will find this resource when they get there.

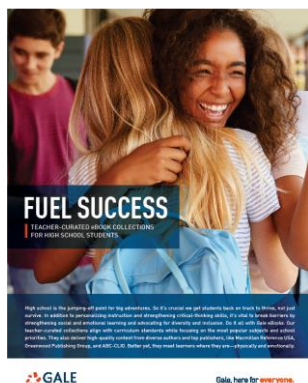


Figure 7 – Gale's High School Collections (If embedded document won't open, [click here for live link](#))

b. Advanced search that allows for:  
Boolean operators, truncation, phrase searching, full-text only searching, proximity searching, topic browsing, publication searching, reading level, content type, peer reviewed, and date range searching.

Gale In Context has search features for advanced user searches. The proposed Gale databases provide all of the above advanced search functionality including multi-field input of search terms with limiters, for simple Boolean searching. The number of multi-field inputs can be increased as needed, when applicable. Depending on the databases and document type, users may limit their search by publication title, source type, subject, or materials held by the local library.

Gale databases offer highlighted search terms in the results of a search. The default highlight is red and bolded. Users may opt to change font options, including the color (red, aqua, green, yellow, magenta, purple or black) and the font style (bold, italic, underline, normal, or bold-italic). Users may also choose to turn off search term highlighting. Search terms are highlighted within the text of the article and the color of the highlighting is configurable. Search strings are also displayed above the tabs on each result set to give the user information on what was used to generate the results list.

Users may limit search results through a variety of limiters, including refereed/peer-reviewed, single publication title, subject, publication date, full-text, and language, when applicable.

Gale products can contain multiple record types including, but not limited to, Text, Image, Video, and Audio. Within these records, subcategories can include, but are not limited to: Reference, Newspapers, Case Studies, Websites, Charts, Diagrams, Photograph, Hosted video, Video links, Audio files.

Types of search commands and qualifiers for relevant Gale resources include phrase, adjacency and proximity searching, searching suggestions, stop lists, searching by media type, date or subject, faceted searching or search limiter, searching within results, revision or reuse of previous searches within a product or imported into another product use of truncation or wild cards, Boolean, Gale's Search Assist supports users in correct spelling of terms.

Topic Finder and Subject Guide features are also offered in Gale periodical databases that assist users with broad searches to help them more quickly isolate content of interest.

Many of the products also offer a Browse option that presents a variety of hot search topics that may be selected. Gale resources allow users to search across *Gale In Context* products and *Gale eBooks* with the Powersearch feature that provides a better cross-search experience by building a web of connections across Gale resources via unique subject indexing and results-ranking algorithms, helping researchers find the content they need, when they need it, without

having to know the specific resource in which to find it. Additionally, Gale supports a traditional cross-search experience through PowerSearch (for periodical and other general reference resources) and Gale Literature (to cross-search Gale's literary databases). These cross-search features are available through the Gale Product Menu, available through a link on every page within Gale resources.

Gale provides superior search indexing that gives users the ability to search by publication date, document type, publication title, publication subject; to documents with full text, to peer-reviewed publications, to documents with images; and by Lexile reading level or Lexile score.

## 2. Middle School

### a. Academic content coverage appropriate for middle school including but not limited to:

English/Literature, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts. Request at least 75% be full text.

*Gale In Context: Middle School* is designed for users in grades six through eight and offers an experience that bridges the gap between *Gale In Context: Elementary* and the more advanced *Gale In Context* high school products. The visual interface lends itself to simple navigation and along with a targeted toolset, enables users to find the content they need through an easy-to-use workflow.

From Ancient Civilizations and Engineering to Asian Heritage and Women's History, collections on Gale eBooks span a variety of subject-specific and culturally relevant topics that kids are trying to understand, often for the first time. To dig deeper, simply click on the collection names to view a description, title list, and more. As always, your Gale education consultant is available to answer questions, offer customized solutions, and show the power of these collections in action.



Figure 8 – Gale's Middle School Collections (If embedded document won't open, click here for live link)

### b. Advanced search should allow for Boolean operators, truncation, phrase searching,

c. full-text only searching, proximity searching, topic browsing, publication searching, reading level, content type, peer reviewed, and date range searching.

Please see our response to Question 1. b above.

## 3. Elementary School a. Academic content coverage appropriate for elementary school including Virginia SOL content areas.

To compliment the *Gale In Context: Elementary* resource which is accessible at present to Henrico County Public Schools via the Library of Virginia, Gale proposes our engaging resource, *National Geographic Kids*. *National Geographic Kids* brings together the archive of National Geographic Magazine along with hundreds of eBooks from National Geographic,

as well as images and video content. This resource provides great curriculum support in the Elementary grades while also offering young readers high-interest content which they can read independently to explore topics of interest to them.

*Gale In Context: For Educators* pulls in the Gale Elementary resources and can be searched by the Virginia Curriculum Frameworks and Standards of Learning for the lower grades, pulling forward relevant content and lesson plans which teachers can leverage for instruction.



Figure 9 - Gale's Elementary Collections (If embedded document won't open, click here for live link)

b. Ease of use for student/teacher/librarian including help pages, lesson plans, dictionary, thesaurus, almanac and atlas.

There are quick links to a dictionary look up any terms in the body of an entry. Users can highlight a term a pop-up will include the ability to take notes (which can be saved to Google Drive or Microsoft OneDrive), or select the 'Define' link to open a definition. Atlas-type information is found in the Gale databases pulling from the award-winning Gale reference sets on States and Nations.

## C Reporting

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Please find the Reporting section in Tab 7.

## D Training and Support

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Please find the Training and Support section in Tab 8.

## C. Infrastructure and System Administration

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a. The solution shall be accessible to persons with disabilities, including: i. Blindness, color blindness, visual impairment

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- ii. Deafness, hearing impairment
- iii. Speech impairment
- iv. Mobility, strength, dexterity or reach impairment

- b. The solution shall support the use of commonly available screen readers.
- c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).
- d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

Gale's online resources have read-aloud features, the ability to change the font size, a translation feature and article information.



Proposed Gale products conform to Section 1194.22 and WCAG 2.0 A & AA priorities with few or no exceptions. Their interfaces support assistive software and devices including large print interfaces, voice-activated input, and alternative keyboard or pointer interfaces. Additionally, these products support Apple and Android mobile assistive technology. For more details, Gale product VPATs are available online at: <https://www.cengage.com/accessibility/vpat/>

Gale conducts monthly usability testing of existing products while they are in the planning, design, or development phases. Representative users are recruited using a variety of techniques including social media, online intercepts, site visits, and established panels. Usability tests are conducted both remotely (with phone conference and screen sharing) as well as in-person (at customer locations). All members of product teams are encouraged to participate in the observation and analysis of usability test sessions.

## D. Computer, Software, and Network Specifications

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1. The proposed solution will provide a secure, web-based system for data in transit and at rest.

All proposed products are available via the Internet both in the school and remotely. Products are hosted by Gale and accessible through a number of authentication methods.

2. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.

For strategic and customer care reasons, Gale takes client privacy very seriously. Access to usage information, the Gale Admin web site, and all other private information is controlled by client-provided Username/Password and is only available to the client. Search histories and results are cleared after every session when a user closes their browser, logs out of the products, or remains inactive for more than 30 minutes. View the complete K-12 privacy policy at: <https://www.cengage.com/privacy/k12-notice/>

Gale does not collect student data; we are in compliance with all local, state, and federal laws related to student data privacy. View the complete K-12 privacy policy at: <https://www.cengage.com/privacy/k12-notice/>

3. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.

Gale confirms. Gale products contain no commercial content and do not serve as a vehicle to market goods and services.

4. The proposed solution shall be able to handle at least 60,000+ concurrent HCPS users with less than 30 ms latency. Offeror(s) must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment.

Gale confirms. Gale resources provide unlimited simultaneous access and usage. This unlimited user model allows every student and teacher to access Gale resources at the same time without restriction. We have over 100,000 library clients with unlimited users with no issues.

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5. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.

Gale resources are on not reliant on LDAP authentication, but LDAP authentication is one of many options available to HCPS. Should HCPS choose LDAP, there will be a defined external IP address to allow Firewall transactions.

6. HCPS shall have the ability to submit requests for an alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

Since Gale aggregates millions of pieces of content, it is sometimes necessary to use finding aids to programmatically govern content. Most of our publishing partners are relatively prolific, so it is not uncommon for individual articles from an approved publisher to fall outside the scope of a database's intended subject matter or audience. To minimize the discovery of these outliers, we leverage technology to help govern content.

Examples of the technology configurations and qualities of Gale resources and services that are significant to ensuring age-appropriate content is displayed include:

- > In Context resources include topic list configurations with options to excludes topics. We've applied a highly critical lens to achieve an exclusion of topics related to sexual behavior and orientation, alcohol and drug abuse.
- > *Gale In Context* resources integrate proprietary K12 algorithms to users' searches executed in these resources to look for inappropriate language or material. The search results then exclude documents that contain mature content. These K12 algorithms are applied based on the classification of participating school and library institutions.
- > Our proprietary K-12 algorithms look for inappropriate language or material to make mature content more difficult to discover.

We recognize that automated processes can over- and under-block the content they aim to govern, so we pair this process with an ongoing manual review by a staff of expert content strategists and acquisition editors. Due to the volume of content available and the subjective nature of content review, articles that could be classified by some audiences as inappropriate can still appear within databases.

Gale also takes your feedback very seriously and reviews content inquiries immediately. If you have concerns or questions about the inclusion of content in our databases, we encourage you to contact [K12.ProductSupport@cengage.com](mailto:K12.ProductSupport@cengage.com) and Heather Hayes, Education Sales Consultant, at 800.877.4253 Ext. 2307 or [heather.hayes@cengage.com](mailto:heather.hayes@cengage.com).

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below).

1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students a. Windows Laptop i. Software 1. OS – 64-bit, Windows 10, 1909 or higher; Win11
  2. Browsers – Google Chrome 98.x or above; Microsoft Edge 98.x or above
    - ii. Hardware: Dell Laptops – All: 1. Specifications: a. Displays: 11" – 14" depending upon model
    - b. Network connections: wireless
  - b. Chromebooks (primary device for Elementary Students; 1st-5th)
    - i. Software 1. Chromium OS 97.x+ or above
    - ii. Hardware: Dell Chromebook 3100 (touch & non-touch): 1. Specifications: a. Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display
    - c. iOS Devices - Elementary and Secondary i. Software 1. iOS version - 15.x
2. Safari browser

- ii. Hardware (Based on iPad MR7F2LL/A) 1. Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology
- 2. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N

Proposed Gale resources are and will remain compatible with the devices and software used by HCPS students and staff (as listed in the RFP).

### TAB 3 - OFFEROR QUALIFICATIONS, EXPERIENCE, RESUMES AND FINANCIAL CAPACITY

Gale's history was established in the 1950s as a publisher of original references, and industry and discipline-specific encyclopedias. As Gale and the information highway evolved, Gale's progressive digitization methods and Thomson Publishing's (educational publisher that acquired Gale) technical infrastructure opened the door for strong publishing partnerships that allowed us to curate highly focused, aggregated databases for discovery, learning, and research.

Within that trajectory, we leveraged close working partnerships with teachers to inform both content and technical functionalities of our virtual collections, along with tools and resources to empower their work. Thomson Publishing's name was changed to Cengage Learning in 2007.

The design of our resources and quality of our content is now unique in the industry due to our place within Cengage, a leader in the ed-tech industry for higher education, K-12, professional, library and workforce training markets worldwide. Gale's quality resources and services have also increased through decades of our experience as a publisher, aggregator, and trusted partner with diverse libraries. This experience has created our decision to advance quality vs. quantity as evidenced by the high ratio of full-text titles and the low embargo rates of our resources, along with custom-curated collections from the authoritative publications (including Gale imprints) that distinguish Gale from its competitors.

Gale has evolved to help Schools and libraries take on change and all its challenges. We help students meet needs for literacy, academic, career, and vocational opportunities that are challenged by convergences and change. We establish powerful collaboration of nonprofit-for-profit strengths for the benefit of our library partners and their communities of service with the introduction of Gale resources. We support our partners' goals with experience that is grounded in engaging learners with resources that are easy to use and exciting to explore, with content that can be trusted to enlighten, inform, and empower, at any age.

Resumes are not applicable to the proposed services.

Please find evidence of our Financial Capacity in Attachment G – Cengage Financial Reports.

### TAB 4 – SERVICE APPROACH AND IMPLEMENTATION

Offerors shall provide a link for committee members to use during evaluations.

Please find a trial link to the proposed databases at: [ww.galepages.com/hcps\\_trl](http://ww.galepages.com/hcps_trl)

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2022

Schools that use an LTI 1.0 certified LMS are able to install Gale products and access them auth-free (no additional login needed) within their LMS. With Gale's LMS integration Gale products will launch and authenticate users into the product, allowing them to navigate, search, and use tools as designed. With Schoology integration, Gale products will also appear in the toolset for generating assignments, discussions, and quizzes. Once opened, the instructor can select an object to be linked or embedded within their course with a single click.

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- b. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)
- c. Any terms and conditions the “end user” is required to accept;

## Terms of Use

Gale offers the content of resources through copyright and license arrangements and does not hold third-parties responsible for copyright, license, and royalty fees or third-party infringement claims under the terms of a subscription agreement.

Gale content is offered for your personal, internal research and educational purposes only, provided such use does not violate the Terms, and there are no restrictions prohibiting such use, you may:

- < Display and use reasonable portions of content contained in the Services.
- < Download or make printed copies of reasonable portions of content contained in the Services, provided such downloaded or printed copies retain the Cengage and its licensor’s copyright notice or if no such notice is included in the copy, a credit to Cengage and its licensor is included with the copy.
- < Include hyperlinks to content contained in the Services in electronic reserves, online course packs, and/or intranet sites, accessible to Authorized Users only, provided the links do not circumvent any functionality of the Services.
- < Extract and compile data from the content comprising the Services.

## Prohibited Uses

- < Use the Services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations. Without limiting the foregoing, you agree that you will not use the Services in connection with the development, design, manufacture or production of nuclear, missile, or chemical or biological weapons;
  - < Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable Content;
  - < Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;
  - < Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that contains any malware, viruses, spyware, worms, or other malicious code or files;
  - < Disrupt the normal flow of communication in the Services or otherwise act in a manner that negatively affects any other users’ ability to use or benefit from the Services;
  - < Interfere with or disrupt the Services or servers or networks connected to the Services, or violate any requirements, procedures, policies, or regulations of networks connected to the Services;
  - < Access (or attempt to access) any part of the Services or Content through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the Services;
  - < Use the Services for any phishing, trolling, or similar activities, or to redirect users to other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the Services by automated or other means;
  - < Impersonate or attempt to impersonate Cengage or a Cengage employee, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of you or any other person, including the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;
  - < Frame or mirror any part of the Services;
  - < Use metatags or code or other devices containing any reference to Cengage or the Services in order to direct any person to any other website or services for any purpose;
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- < Use the Services in a manner contrary to the educational purpose of the Services, such as by posting answers to test or assessment questions provided through the Services;
- < Exploit or otherwise use the Services for any commercial purpose without Cengage's prior written consent.
- < Frame or utilize framing techniques to enclose any Mark (defined below) or other proprietary information (including images, text, page layout and form) of Cengage or its licensors without Cengage's prior written consent.
- < Use any meta tags or any other "hidden text" using Cengage's Marks without Cengage's prior written consent.
- < Download all or parts of the Services as to create a collection of materials in any form.
- < Otherwise use the Services in violation of these Terms.

### Privacy Protection

Gale's user privacy-protection policy is predicated on the fact that we do not collect confidential data. We provide digital products for use by children and educators in K-12 schools, sometimes done through LMS integrations, but without identifiable K-12 student information for our own purposes.

Access to usage information, the Gale Admin web site, and all other private information is controlled by client provided credentials and is only available to the client.

Search histories and results are cleared after every session when a user closes their browser, logs out of the products, or remains inactive for more than 30 minutes. All search data is anonymous.

Our company is also GDPR compliant, inclusive of company-wide training that requires successful completion of a post-training assessment.

Gale's privacy policy is available at: <https://www.gale.com/privacy>

## TAB 5 - TECHNICAL ADMINISTRATION, USER INTERFACE, AND INTEGRATION

### 1. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;

Gale online resources can be accessed through an unlimited number of devices and supports all common platforms, including mobile devices. *Gale Courses* is device agnostic, so users can access their course materials and forums from home, school, on the job, or on the go, 24/7/365.

### 2. How accounts are maintained in their system and how they support automated provisioning of users and accounts;

This is not applicable. Individual student and teacher accounts are not created for access to Gale resources.

Describe the data exchange process in detail;

### 3. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;

There are no limitations to the number of simultaneous users who can access Gale resources.

### 4. Provide per user bandwidth requirements for the proposed solution;

### 5. f. Provide the average bandwidth per student required; and, Gale resources are available online, 24/7/365 without restriction. All

Gale products are run through rigorous performance testing. We have specific response time and transaction counts that have been benchmarked and that we insist are met. Our solution has average response times of <1.5 seconds under a transaction load equivalent to our heaviest traffic +30%. No response times exceed 3 seconds.

### 6. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).

Schools that use an LTI 1.0 certified LMS are able to install Gale products and access them auth-free (no additional login needed) within their LMS. With Gale's LMS integration Gale products will launch and authenticate users into the

product, allowing them to navigate, search, and use tools as designed. With Schoology integration, Gale products will also appear in the toolset for generating assignments, discussions, and quizzes. Once opened, the instructor can select an object to be linked or embedded within their course with a single click.

10. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manual, training materials necessary for the proper and successful use of the software where an installation or configuration on HCPS network or devices are required.

Please find the VPATs of the proposed solutions here: <https://support.gale.com/vpats/>

## TAB 6 - INFRASTRUCTURE AND SYSTEM ADMINISTRATION

Details of the hosting environment including hosting provider, service level agreements between the offeror and the hosting provider, and length of the relationship between the offeror and the hosting provider.

b. Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial of service attacks or other network threats.

As a Cengage company, Gale utilizes Cengage Learning's state of the art servers, which are supported by dual Internet Connections with automatic failover redundancy. In addition, the server configuration provides for uninterrupted access through the use of load-leveling software and redundancy. Servers are configured to run at 50% utilization and when system utilization exceeds 50% additional hardware is installed.

The Cengage Learning Mason Data Center has three separate Internet connections utilizing Tier 1 providers. Each of these connections are high-speed circuits and have a capacity of 622Mbps to 1Gbps each. These connections enter the premises on completely separate SONET rings and an internal DWDM connection. The SONET rings are diverse and travel in opposite directions, one north and one south. The north SONET terminates one carrier in Columbus Ohio and the south SONET terminates one carrier in Cincinnati. The Columbus (North SONET) Tier 1 provider is Qwest. This connection is backhauled on the Qwest network to terminate on the East Coast, where we BGP peer with the provider. The Cincinnati (South SONET) Tier 1 provider is MCI/Verizon/UUNET. This connection is backhauled on the Verizon network to terminate in Chicago where we BGP peer with the provider. The internal DWDM connection is connected through our disaster recovery site and connects with Time Warner. Full Internet BGP routes are accepted from all the providers for best route selection and full redundancy in connectivity.

c. Specifics of security measures in place to ensure that district data is secure during both storage and transit.

Please find details of our security measures in Attachment H – Cengage Security Compliance Overview.

d. SOC 2 compliance status (certification documentation should be provided)

Cengage Learning operations are not subject to the conditions of SOC reports, however, we regularly apply a subset of the Sarbanes Oxley audit with continuous oversight / audits by the Chief Security Officer

e. Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy.

The Gale Cengage Learning Mason Data Center has three separate Internet connections utilizing Tier 1 providers. Each of these connections are high-speed circuits and have a capacity of bursting up to 1Gbps each. These connections enter the premises on completely separate and route diverse SONET rings. The north SONET terminates one carrier in Columbus Ohio and the south SONET terminates one carrier in Cincinnati. The Columbus (North SONET) Tier 1 provider is Qwest/Time Warner. This connection is backhauled on the Qwest network to terminate on the East Coast, where we BGP peer with the provider. The Cincinnati (South SONET) Tier 1 provider is locally Cincinnati Bell with a handoff to Level3 and Verizon. This connection is

backhauled on the Verizon network to terminate in Chicago where we BGP peer with the provider. The third circuit travels through an internal DWDM connection between our redundant data centers and connects to the internet directly through our Level3 Service provider through their Kentucky network segments. Full Internet BGP routes are accepted from all the providers for best route selection and complete redundancy.

**f. Internet Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.**

There is no bandwidth requirement for the Gale resources.

**g. Specifics of the availability of remote access to the district's data outside of the web-based application.**

Gale commonly authenticates users by means of proxy server (IP address of the proxy) for onsite access, and for remote access either by proxy server, student ID bar code, or other provided access credentials.

Gale products are hosted by Gale and accessible through a number of authentication methods, including Athens, cookies, IP filtering, Kerberos, LDAP, NCIP, OASIS SAML 2.0, proxy servers, referring URL, shibboleth, SIP/SIP2, username/password (access credentials), and X.509 authentication certificates.

**h. Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks. Any tools available to measure system responsiveness.**

Gale engineers use real-time assessment tools to measure response time throughout the day to ensure user activities stays in the 14 second range (Jakob Nielsen heuristics suggests that after about 7 seconds users will "click away"). Gale adheres to engineering practices that have a safety factor of 2 or more. This means, that, when serving the design load, our servers ought to be running at about 50% of maximum capacity.

Formal stress or load testing practices on their systems and as part of new software releases

A rigorous server service schedule provides updates to ensure peak performance as well as to ensure our environment is secure from viruses and network or application attacks. We continually assess our capacity, adding and tuning infrastructure to maximize performance under peak loads. We regularly service up to over 400,000 user sessions daily often sustaining over 80,000 active sessions during our peak hours. Our peak periods usually include the months of October/November and March/April.

Gale has established an isolated, full replication of Production for load and performance testing. We have dedicated load generation and automated load testing tools and test against anticipated production loads. Load and performance testing is completed for all releases of new products and material upgrades to existing products.

**j. Any limits on data storage (i.e. user quotas, access to previous year data, database size, etc.).**

**k. Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror.**

Please find details of our security measures in Attachment H – Cengage Security Compliance Overview.

## **TAB 7 – REPORTING AND MONITORING**

**C. Reporting**

**The proposed solution should provide a monthly data metric systems usage report, in a format to be agreed upon.**

Management reports are available at the district and site level. No personally identifiable information is captured by Gale, so individual student-level information is not available. As Gale is fully integrated with Schoology, any Gale content assets can be seamlessly embedded (iFramed) into a Schoology Assignment or Quiz – which the instructor can then apply the built-in grading and progress tools within the LMS itself.

Gale usage reports are available electronically on a Web accessible administrative site for viewing, emailing and downloading (Gale can also automatically send usage reports via email to email addresses supplied by HCPS).

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These reports provide:

- > Usage by IP Address
- > Usage by Location, Date, and Time
- > Usage by Session Time
- > Reports by location, showing usage by database, eBook, or journal for each location in a single report

The following type of data is collected for usage reports:

- > Logins/sessions
- > Connect time
- > Time of day
- > Searches
- > Retrievals/ Record Views
- > Full text units delivered
- > Journal/eBook citation retrieved
- > Result Clicks

Gale usage reports are available in both COUNTER and Gale specified formats. In either type of format, usage is collected and reported according to COUNTER release 5. Gale is proud to be one of the first publishers to meet the OCLC and COUNTER published guidelines for capturing and reporting online usage of networked electronic re-sources. Gale provides usage reports and statistics in conformance to both national (NISO) and International (Project COUNTER) guidelines and standards.

Please find sample reports as Attachment I.

## Tab 8 – Training and Professional Development

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1. Offerors should include a description of the optional or required training for implementation of programs as well as options for continued training (on-site, webinar, and printed materials) for all users. Offerors should provide pricing for training and Professional Development.

Gale is dedicated to working with schools after the acquisition of electronic resources have been made to ensure that the school is getting the greatest impact with these resources and making the most of the investment in them.

Gale's Customer Success Team will be dedicated to customizing services for HCPS to ensure quick and easy implementation, and to also coordinate the technology support, training, marketing, and administration of the account. The focus of this team is to work in partnership with administrators and personnel to optimize the value of your Gale resources, as well as to bring innovative ideas and technology solutions that drive awareness to influence engagement, and ultimately maximize usage of the resources.

Training Services: Gale can provide on-site or remote (Zoom) Training to support selected Gale resources. On-site training may be contingent upon the number of resources acquired and will be scheduled as per mutual agreement based upon in-service dates. Gale's two key contacts for Henrico County Schools—Heather Hayes and Geoff Thieke—both live in Richmond, allowing Gale to provide a level of support which many other resource providers simply cannot.

On-demand training materials are also available 24/7 to all schools and end users on the Gale training site at: [support.gale.com/training/](http://support.gale.com/training/). The extensive library of materials is aimed at ensuring users have a firm understanding of product features, tools, and content in Gale resources. Downloadable tools that build confidence and research skills include resource guides, scavenger hunts, tip sheets, and more. Short video tutorials detail real world application of Gale resources, allowing users to maximize their research experience and accomplish their goals. Downloaded materials can be customized on demand or with the assistance of the Customer Success Team to include branding and access information.

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Live or recorded webinars are hosted by Gale trainers and allow users to delve deeper into products or concepts and become an expert in the subject matter. Live webinars are hosted monthly and available to all customer with unlimited registrations. Sessions cover a variety of topics and resources but are all focused on ensuring a deep understanding of Gale resources and how to maximize their use. Topics can include integration of resources into school programming or curriculum, leveraging Gale products for national holidays and observances, understanding tools and features within Gale products, and more.

2. The Successful Offeror shall offer a toll-free service number for help desk support to HCPS at a minimum from 8:00 am to 5 pm EST, Monday-Friday.

Gale confirms. There is a contact us link at the bottom of the portion of our online resources that will direct users to training material and phone number and email to contact our support center.

For quick support in the U.S. and Canada

1-800-877-4253

[gale.technicalsupport@cengage.com](mailto:gale.technicalsupport@cengage.com)

## TAB 9 – PRICING

Please find our pricing documents in Attachment H

## TAB 10 REFERENCES

	Client One	Client Two	Client Three	Client Four
Name	Fairfax County Public Schools	Loudoun County Public Schools	Virginia Beach City Public Schools	Chesterfield County Public Schools
Contact Name, Address, Phone, Email	Priscille Dando, Coordinator of Library Information Services Fairfax County Public Schools 6732 Industrial Road, Springfield, VA 22151 P: 571-423-4632 Main District FAX: (571) 423-3550 E: pmdando@fcps.edu	Elissa Moritz, Supervisor, Media Services Loudoun County Public Schools 21000 Education Court, Suite 516, Ashburn, VA 20148 P: 571-252-1619 FAX: N/A E: Elissa.Moritz@lcps.org	Kelly Miller, Library Media Services Coordinator Virginia Beach City Public Schools 2512 George Mason Drive; P.O. Box 6308 Virginia Beach, VA. 23456-0038 P: 757-263-6850 District FAX: 757-263-1240 E: kelly.miller@vbschools.com	Lori Donovan, NBCT, M.Ed Library Services Specialist Chesterfield County Public Schools 13900 Hull Street Road Midlothian, VA 23112 P: 804-639-8984/office FAX: 804-739-6239 @LoriDonovan14 VAASL Past President /VAASL SPVS Chair/AASL Board Member-at-Large E: Lori_Donovan@ccpsnet.net
Contract Value	Contract values are the proprietary financial information of our customers, thus we consider this company confidential information.			

## TAB 11 – EXCEPTIONS

After contract review, our legal team has indicated that it would be appropriate to limit third-party claims "...and the County's officers, agents and employees from any **third party** claims, damages..."

**ATTACHMENT H  
Pricing Scenario**

<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9-12</u></b>	<b>Name of Program: <u>Gale In Context: World History</u></b>	
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<p align="center"><b>N/A</b></p>	<p align="center">Not age-appropriate for Elementary Schools</p>
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<p align="center"><b>N/A</b></p>	<p align="center">Listed under Pricing Options below (Attachment I)</p>
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<p align="center"><b>\$ 21,000.00</b></p>	<p align="center">Pricing based on the average FTE of the 9 High Schools at HCPS with a discount applied for the number of campuses</p>
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25 for above.	<p align="center"><b>\$ 1,200.00</b></p>	<p align="center">Travel and lodging costs for Gale Trainer assigned to on-site training</p>
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25 for above.	<p align="center"><b>No Charge</b></p>	<p align="center">Time allocation for a trainer to provide 6 hours of live (virtual) training.</p>
<p align="right"><b>Grand Total</b></p>	<p align="center"><b>\$ 22,200.00</b></p>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<p align="center"><b>\$ 1.40 per student (High Schools)</b></p>	

## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.40
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,466.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	Free (Virtual) with any adoption of 2+ databases; Free Onsite with purchase of District 6-12 license
1 day of Professional Development - price per teacher/librarian	\$ 1,200.00 (Minimum 10 attendees)
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 1,200.00

**ATTACHMENT H  
Pricing Scenario**

<b>Name of Offeror:</b> <u>Gale, part of Cengage Group</u>  <b>Grades Submitted for:</b> <u>K-5</u>	<b>Name of Program:</b> <u>National Geographic Kids</u>	
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:	N/A/	Listed under optional pricing (Attachment I) for PreK-12
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>\$ 13,690.00</b>  (1 year – unlimited simultaneous user access for all 46 Elementary Schools)	Pricing is based upon the average FTE of Elementary sites combined with a discount for the number of campuses (46).
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ N/A	N/A
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ N/A	N/A
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25 for above.	<b>\$ 1,200.00</b>	Travel and lodging costs for Gale Trainer assigned to on-site training
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25for above.	<b>\$ 300.00</b>	Time allocation for a trainer to provide 6 hours of live (virtual) training.
<p align="right"><b>Grand Total</b></p>	<b>\$ 15,190.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ .67 cents per student</b>	



## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	<b>\$ .67 cents</b>
Price per Teacher	\$ N/A - included
Price per Classroom	\$ N/A - included
Price per Site	<b>\$ 331.22</b>
Price for District License PreK-5	<b>\$ 13,690.00 / year</b>
Price for District License PreK-8	<b>\$ 16,000.00 / year</b>
Price for District License PreK-12	<b>\$ 22,000.00 / year</b>
Price for District License 6-8	<b>\$ 5,700.00 / year</b>
Price for District License 6-12	<b>\$ 10,000.00</b>
Price for District License 9-12	<b>\$ 4,500.00</b>
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	<b>\$ 1,200.00 (live, on-site)</b>
1 day of Professional Development - price per teacher/librarian	<b>\$ 1,200.00 (live, on-site)</b>
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	<b>\$ 1,200.00 (live, on-site)</b>

**ATTACHMENT H  
Pricing Scenario**

<b>Name of Offeror:</b> <u>Gale, part of Cengage Group</u>  <b>Grades Submitted for:</b> <u>9-12</u>	<b>Name of Program:</b> <u>Gale In Context: Biography</u>	
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<p align="center"><b>N/A</b></p>	<p align="center">Not age-appropriate for Elementary Schools</p>
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<p align="center"><b>N/A</b></p>	<p align="center">Listed under Pricing Options below (Attachment I)</p>
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<p align="center"><b>\$ 21,000.00</b></p>	Pricing is based on the average FTE of the 9 High Schools at HCPS with a discount applied for the number of campuses
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25 for above.	<p align="center"><b>\$ 1,200.00 (No Charge if the total order is \$ 25k or over)</b></p>	Travel and lodging costs for Gale Trainer assigned to on-site training
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25 for above.	<p align="center"><b>No Charge</b></p>	Time allocation for a trainer to provide 6 hours of live (virtual) training.
<p align="right"><b>Grand Total</b></p>	<p align="center"><b>\$ 22,200.00</b></p>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<p align="center"><b>\$ 1.40 per student (High Schools)</b></p>	

## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.40
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,466.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	Free (Virtual) with any adoption of 2+ databases; Free Onsite with purchase of District 6-12 license
1 day of Professional Development - price per teacher/librarian	\$ 1,200.00 (minimum 10 attendees)
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 1,200.00

**ATTACHMENT H  
Pricing Scenario**

<p>Name of Offeror: <u>Gale, part of Cengage Group</u></p> <p>Grades Submitted for: <u>6-12</u></p>	<p>Name of Program: <i><b>Gale In Context: For Educators</b></i>  <b>Includes:</b> <i>Gale In Context: High School; Gale In Context: Middle School; Gale In Context: Biography; Gale In Context: Opposing Viewpoints; Gale In Context: Global Issues; Gale In Context: Science; Gale In Context: Environmental Studies; Gale In Context: U.S. History; and Gale In Context: World History</i></p>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	N/A	Listed on Pricing Options (Attachment I)
<p>46 Elementary School (PK-5) – the number of students per grade is:</p> <p>PK – 1270            KG – 3551            Gr. 1 – 3526            Gr. 2 – 3668            Gr. 3 – 3586            Gr. 4 – 3576            Gr. 5 - 3640</p>	N/A	Not being proposed for Elementary Schools
<p>12 Middle Schools (6-8) – the number of students per grade is:</p> <p>Gr. 6 – 3700            Gr. 7 – 3840            Gr. 8 – 3952</p>	<b>\$ 126,390.00</b>	Pricing is based on \$ 11.00 per student.
<p>10 High Schools (9-12) – the number of students per grade is:</p> <p>Gr. 9 – 4431            Gr. 10 – 3990            Gr. 11 – 3742            Gr. 12 - 3714</p>	<b>\$ 174,570.00</b>	Pricing is based on \$ 11.00 per student
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25 for above.	<b>No Charge</b>	Travel and lodging costs for Gale Trainer assigned to on-site training
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25 for above.	<b>No Charge</b>	Time allocation for a trainer to provide 6 hours of live (virtual) training.
<b>Grand Total</b>	<b>\$ 300,960.00</b>	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.	<b>\$ 11.00 per student (High &amp; Middle Schools)</b>	

## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 11.00
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 14,331.00 (includes access to all <i>Gale In Context</i> databases along with <i>For Educators</i> resource)
Price for District License PreK-5	N/A
Price for District License PreK-8	N/A
Price for District License PreK-12	\$ 550,000.00
Price for District License 6-8	N/A
Price for District License 6-12	\$ 300,960.00
Price for District License 9-12	\$ 173,800.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	Free (Virtual) with any adoption of 2+ databases; Free Onsite with purchase of District 6-12 license
1 day of Professional Development - price per teacher/librarian	No Charge (Minimum 10 attendees)
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	No Charge

**ATTACHMENT H  
Pricing Scenario**

<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9-12</u></b>	<b>Name of Program: <u>Gale In Context: Global Issues</u></b>	
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	N/A	Not age appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	N/A	Listed on pricing options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing based on the average FTE of the 9 High Schools at HCPS with a discount applied for the number of campuses
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25for above.	<b>\$ 1,200.00 (no charge if total order is \$ 25k or over)</b>	Travel and lodging costs for Gale Trainer assigned to on-site training
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25for above.	<b>No Charge</b>	Time allocation for a trainer to provide 6 hours of live (virtual) training.
<p align="right"><b>Grand Total</b></p>	<b>\$ 22,200.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.40 per student (High Schools)</b>	

## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.40
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,466.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	Free (Virtual) with any adoption of 2+ databases; Free Onsite with purchase of District 6-12 license
1 day of Professional Development - price per teacher/librarian	\$ 1,200.00 (minimum of 10 attendees)
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 1,200.00

**ATTACHMENT H  
Pricing Scenario**

<b>Name of Offeror:</b> <u>Gale, part of Cengage Group</u>  <b>Grades Submitted for:</b> <u>9-12</u>	<b>Name of Program:</b> <u>Gale In Context: High School</u>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	N/A	Not proposed for K-8
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	N/A	Not being proposed for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	N/A	Not proposed for Middle Schools
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 34,902.00</b>	Pricing is based on \$ 2.20 per student
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25for above.	<b>No Charge</b>	Travel and lodging costs for Gale Trainer assigned to on-site training
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25for above.	<b>No Charge</b>	Time allocation for the trainer to provide 6 hours of live (virtual) training.
<b>Grand Total</b>	<b>\$ 300,960.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 2.20 per student (High Schools)</b>	



## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 2.20
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 3,878.00
Price for District License PreK-5	N/A
Price for District License PreK-8	N/A
Price for District License PreK-12	N/A
Price for District License 6-8	N/A
Price for District License 6-12	N/A
Price for District License 9-12	\$ 34,902.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	Free (Virtual) with any adoption of 2+ databases; Free Onsite with purchase of District 6-12 license
1 day of Professional Development - price per teacher/librarian	No Charge (Minimum 10 attendees)
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	No Charge

**ATTACHMENT H  
Pricing Scenario**

<b>Name of Offeror:</b> <u>Gale, part of Cengage Group</u>  <b>Grades Submitted for:</b> <u>6-8</u>	<b>Name of Program:</b> <u>Gale In Context: Middle School</u>	
<b>Scenario</b>	<b>Price</b>	<b>Methodology on how pricing was calculated.</b>
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ N/A	Not age-appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>\$ 8,955.00</b>	Pricing based on the average FTE of 12 Middle Schools with an adjusted discount for the number of campuses
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>N/A</b>	Model for 6-12 pricing listed in Pricing Options (Attachment I)
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25 for above.	<b>\$ 1,200.00 (No Charge if the total order is \$ 25k or more)</b>	Travel and lodging costs for Gale Trainer assigned to on-site training
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25 for above.	<b>No Charge</b>	Time allocation for a trainer to provide 6 hours of live (virtual) training.
<p align="right"><b>Grand Total</b></p>	<b>\$ 10,155.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ .88 cents per student (Middle Schools)</b>	

## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ .88 cents
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 874.58
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 8,955.00
Price for District License 6-12	\$ 13,500.00
Price for District License 9-12	\$ 6,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	Free (Virtual) with any adoption of 2+ databases; Free Onsite with purchase of District 6-12 license
1 day of Professional Development - price per teacher/librarian	\$ 1,200.00 (Minimum 10 attendees)
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 1,200.00

**ATTACHMENT H  
Pricing Scenario**

<b>Name of Offeror: <u>Gale, part of Cengage Group</u></b>  <b>Grades Submitted for: <u>9-12</u></b>	<b>Name of Program: <u>Gale In Context: Science</u></b>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age-appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed under Pricing Options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing is based on the average FTE of the 9 High Schools at HCPS with a discount applied for the number of campuses
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25for above.	<b>\$ 1,200.00</b>	Travel and lodging costs for Gale Trainer assigned to on-site training
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25for above.	<b>No Charge</b>	Time allocation for a trainer to provide 6 hours of live (virtual) training.
<b>Grand Total</b>	<b>\$ 22,200.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.40 per student (High Schools)</b>	

## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.40
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,466.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	Free (Virtual) with any adoption of 2+ databases; Free Onsite with purchase of District 6-12 license
1 day of Professional Development - price per teacher/librarian	\$ 1,200.00 (Minimum 10 attendees)
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 1,200.00

**ATTACHMENT H  
Pricing Scenario**

<b>Name of Offeror:</b> <u>Gale, part of Cengage Group</u>  <b>Grades Submitted for:</b> <u>9-12</u>	<b>Name of Program:</b> <u>Gale In Context: U.S. History</u>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	<b>N/A</b>	Not age-appropriate for Elementary Schools
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	<b>N/A</b>	Listed under Pricing Options below (Attachment I)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	<b>\$ 21,000.00</b>	Pricing is based on the average FTE of the 9 High Schools at HCPS with a discount applied for the number of campuses
Provide pricing for 1 day (6 hours) of on-site professional development training for a staff of 25for above.	<b>\$ 1,200.00</b>	Travel and lodging costs for Gale Trainer assigned to on-site training
Provide pricing for 1 day (6 hours) of virtual professional development training for a staff of 25for above.	<b>No Charge</b>	Time allocation for a trainer to provide 6 hours of live (virtual) training.
<b>Grand Total</b>	<b>\$ 22,200.00</b>	
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 1.40 per student (High Schools)</b>	

## ATTACHMENT H

### PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 1.40
Price per Teacher	\$ N/A (included)
Price per Classroom	\$ N/A (included)
Price per Site	\$ 2,466.00
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ 12,000.00
Price for District License 6-12	\$ 27,000.00
Price for District License 9-12	\$ 21,000.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialists, + 1 additional personnel- total of 20 ±)	Free (Virtual) with any adoption of 2+ databases; Free Onsite with purchase of District 6-12 license
1 day of Professional Development - price per teacher/librarian	\$ 1,200.00 (Minimum 10 attendees)
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 1,200.00