

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

DATE:	July 1, 2024
CONTRACT COMMODITY/SERVICE: (include contracting entity if cooperative)	Middle School Memory Books
CONTRACT NUMBER:	2311A
COMMODITY CODE:	966.66 and 966.67
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025
RENEWAL OPTIONS:	2 remaining one-year renewal periods through 2027
USER DEPARTMENT:	HCPS
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kmvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Varsity Yearbook
Address:	14460 Varsity Brands Way
City, State:	Farmers Branch, TX 75244
Contact Name:	Denise Miller
Phone Number:	804-405-0809
Email address: ORACLE SUPPLIER NUMBER:	djmiller@varsity.com 765187
ONAGEL SOFFEIER NOMBER.	765167
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	As per contract
DELIVERY:	As needed
FOB:	County of Henrico
BUYER: Name:	Jon Creger, VCA, VCO
Title:	Procurement Analyst II
Phone:	804-501-5664
Email:	Cre057@henrico.us

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

No. of Memory Books	<64 Pages	64-96 Pages	>96 Pages
< 250	<\$16.32	\$16.32 - \$21.75	>\$21.75
251-500	<\$15.58	\$15.58 - \$20.89	>\$20.89
501-750	<\$13.40	\$13.40 - \$17.64	>\$17.64

Exhibit A - Price Schedule for Contract 2311A

Delivery Charges Included

Option Costs:

Minor Change, per page – No Charge Major change, per page – No Charge Substitute picture – No Charge New layout or substitute page – No Charge Substitute four-color subject before separation, before or after masking – No Charge

Standard Foil Stamping - \$1.37 per copy Specialty Foil Stamping - \$1.59 per copy Foil Die – Contact plant for quote

Silk Screening, per cover, per color (includes run and setup) Additional silkscreen - \$1.09 per copy Non-standard silkscreen - \$273.00 per order/color

Metalay, per cover (includes dies, foil, run, setup) Metalay - \$1.77 per copy

Embossing/Debossing (Vista Custom Embossed/Debossed) - \$636 + Die Charge

Names Stamps: Submitted by January 27th - \$5 per line Submitted after January 27th – add \$2 per line Returned in alphabetical order - \$6 per line Icon - \$3 each One and Two Lines

Name Plates: Submitted by January 28th - \$5 per line Submitted after January 28th – add \$2 per line Icon - \$3 each One and Two Lines

Thermo Screening - Contact Plant for Quote

Use of Photographs - No Charge

Graphics, color types and line on endsheets: Printed in black, SFB - \$343

May 2020

Printed in black, DFB - \$452 Additional litho ink - \$208 per color Standard litho in lieu of black - \$355 Printing on D or E side (black ink) - \$335 4/C front only (by 11/9) - \$1,255 per order 4/C DFB (by 11/9) - \$1,802 per order Non-standard neon or metallic ink – Contact Plant for Quote

Additional Options:

World Yearbook Insert (Middle & High School Current Events) 16, four color pages Content appropriate for middle and high school students Available in sizes 7, 8 or 9 May be sewn-in or inserted with kleenstick tape

Autograph Supplements 8, blank white pages 8, four color pages in two designs Available in sizes 7, 8 or 9 May be sewn-in or inserted with kleenstick tape

Plastic Dust Jacket Covers Optional plastic cover to protect your book and its longevity

Customized Posters Students order posters customized with their own personal photos of choice Schools order sales posters customized with school photos Schools order READ posters to include photos of faculty/staff reading favorite book to promote literacy

Color supplement: 12, 16, 20 and 24 page – Price dependent on page and copy count 4-page increments from page 4 pages to 48 pages Size 7, 8 or 9 80 lb., 100 lb., matte or gloss or specialty paper Kleenstick for self-application, or sewn into all copies Quantity may match yearbook order or differ All color, quick turn supplements offer a two or three week turnaround time from due date to ship



COMMONWEALTH OF VIRGINIA County of Henrico

Annual Contract for High School Yearbooks Contract No. 2311A Amendment No. 2 April 19, 2024

Whereas, the County School Board of Henrico County, Virginia ("HCPS") and Herff Jones, LLC ("Contractor") entered into Contract No. 2311A (the "Contract") dated July 22, 2022 to provide Middle School Memory Books when needed and requested by the HCPS; and,

Whereas, the original Contract term was from July 1, 2022, to June 30, 2023; and,

Whereas, by Amendment 1 dated May 19, 2023, the parties agreed to renew the contract for an additional term beginning July 1, 2023 and ending June 30, 2024 at new contract pricing; and

Whereas, by letter dated November 28, 2023, Contractor has requested that Contract 2311A be transferred and assigned to Hercules Achievement, LLC dba Varsity Yearbook and any notices required under RFP 23-2311-2KMW be provided to Hercules Achievement, LLC c/o Varsity Brands, LLC at the address provided therein; and

Whereas, the parties wish to renew the Contract for an additional one-year term beginning July 1, 2024 and ending June 30, 2025; and

Whereas, Contractor agreed to renew the Contract with a proposed 3% increase in Contract pricing, (Exhibit A); and

Now, therefore, the parties agree to renew and amend the Contract as follows:

- 1. As soon as this Amendment No. 2 is executed by all parties, Contract 2311A shall be assigned to Hercules Achievement, LLC dba Varsity Yearbook.
- 2. The Contract is hereby renewed for an additional one-year term beginning July 1, 2024 and ending June 30, 2025.
- 3. During the renewal term, Contract pricing will increase by 3% as shown in Exhibit A, which is hereby incorporated by reference.
- 4. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 2 to the Contract to be executed by the following duly authorized individuals:

[Remainder of page intentionally left blank; signature page to follow.]

Hercules Achievement, LLC dba Varsity Yearbook 14460 Varsity Brands Way Farmers Branch, TX 75244

my Signature

John Cox, Vice President - Sales Printed Name and Title

4/19/2024

Date

County School Board of Henrico County, Virginia 3920 Nine Mile Road Richmond, VA 23223

Sear Frot

Oscar Knott, CPP, CPPO, VCO Procurement Analyst II

04/23/2024

Date

APPROVED AS TO FORM:

& 2 manuel

Assistant County Attorney

4/23/2024

Date

m. Provide other value-added options recommended by the Offeror that are not specified in this

HENRICO COUNTY MIDDLE SCHOOLS + HERFF JONES PARTNERSHIP BENEFIT SUMMARY

We estimate that the total annual printing costs across all twelve (12) middle schools of HCPS will be approximately \$85K. The following partnership benefits are available to each Henrico County middle school upon selecting Herff Jones as the partner provider for Yearbooks (Memory Books) for all middle schools:

YEARBOOK-SPECIFIC BENEFITS | up to \$8,500 in total value

We are pleased to offer to each Henrico County middle school the following yearbook program-specific benefits, if selected as printing partner for all twelve (12) middle schools in the district.

GRADUATED ANNUAL REBATE

This benefit can be applied to help defray printing costs or can be used to re-direct equivalent funds to support yearbook program development (workshop tuition, digital camera equipment, printers, etc.)

Baseline year	
4% credit applied to final invoice	
3% credit applied to final invoice	
2% credit applied to final invoice	
1% credit applied to final invoice	*Credit calculated from prior year total
	Baseline year 4% credit applied to final invoice 3% credit applied to final invoice 2% credit applied to final invoice 1% credit applied to final invoice

CHARACTER / MOTIVATIONAL SPEAKER | up to \$7,500 value

A professional platform speaker will be provided for 1 day, booked during the first two (2) years of the contract period, to provide a motivational or character-building educational experience for students or faculty & staff to enrich the campus experience. Henrico County Schools, in collaboration with Herff Jones/Varsity Brands, will determine how to best use this resource.

SCHOOL BRANDING BENEFIT | up to \$3,900 total value

This benefit serves each school as a whole and is not a yearbook-specific benefit. Show your school pride on any table display. (SEE MORE ON PAGE 116).

CAMPUS BRANDING | Branded 8' Tablecloth

BELIEVE IN YOU VIDEO SERIES | up to \$90,000 total value

This character education and emotional well-being video series and accompanying curriculum empowers students to change their world. Functions as a stand-alone program and curriculum for each school or can enhance an existing program already in place to take it to another level. Saves each school time & energy.

(SEE MORE ON PAGE 117).

BELIEVE IN YOU EMPOWERMENT JOURNALS | up to \$45,000 total value

Journals designed to teach students, teachers, and staff social and emotional competencies in a safe, empowering, and healing format. Your SEL requirements and needs will be well-supported by these digital resources. (SEE MORE ON PAGE 118).

HENRICO COUNTY MIDDLE SCHOOLS + HERFF JONES PARTNERSHIP BENEFIT SUMMARY CONT.

TEAM UP FOR ST. JUDE | *add a philanthropy project or enhance what you already do!*

The *Team Up for St. Jude Game Day Program* is centered around raising awareness and funds for St. Jude Children's Hospital. It's a philanthropic initiative for schools that includes school-wide fundraising and awareness activities for St. Jude centered around a middle school sporting event. This program unites students through a service opportunity and teaches them the importance of giving back. St. Jude will work with you directly to determine the date, event type and will provide all fundraising resources. Priceless!

AND....

THE 'KICKER' FLEX GRANT BENEFIT OF \$21,750 IN TOTAL VALUE

FULL PARTNERSHIP WITH HERFF JONES FOR HIGH SCHOOLS AND MIDDLE SCHOOLS KICKS IT UP A NOTCH!

If Herff Jones is selected as the printing partnership provider to Henrico County Schools for **BOTH** high school yearbooks **AND** middle school yearbooks (memory books), the following additional benefit will be provided to <u>each</u> high school and <u>each</u> middle school as a <u>complimentary</u> grant (does not need to be re-paid), to be used for ANY school or student-benefiting need. We call it a *Flex Grant* because each school determines how it's best used!

\$1,750 Flex Grant | per high school

AND

\$500 Flex Grant | per middle school



COMMONWEALTH OF VIRGINIA County of Henrico

Annual Contract for High School Yearbooks Contract No. 2311A Amendment No. 1 May 9, 2023

Whereas, the County School Board of Henrico County, Virginia ("HCPS") and Herff Jones, LLC ("Contractor") entered into Contract No. 2311A (the "Contract") dated July 22, 2022 to provide Middle School Memory Books when needed and requested by the HCPS; and,

Whereas, the original Contract term was from July 1, 2022, to June 30, 2023; and,

Whereas, the parties wish to renew the Contract for an additional one-year term beginning July 1, 2023 and ending June 30, 2024; and

Whereas, by email dated April 27, 2023, Contractor agreed to renew the Contract with a proposed 6% increase in Contract pricing, (Exhibit A); and

Now, therefore, the parties agree to renew and amend the Contract as follows:

- 1. The Contract is hereby renewed for an additional one-year term beginning July 1, 2023 and ending June 30, 2024.
- 2. During the renewal term, Contract pricing will increase by 6% as shown in Exhibit A, which is hereby incorporated by reference.
- 3. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 1 to the Contract to be executed by the following duly authorized individuals:

[Remainder of page intentionally left blank; signature page to follow]

Herff Jones, LLC

4501 W. 62nd Street Indianapolis, IN 46268

Denise Miller

Signature

Denise Miller, Herff Jones Yearbooks Sales Representative

Printed Name and Title

May 12, 2023

Date

County School Board of Henrico County, Virginia 3920 Nine Mile Road Richmond, VA 23223

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Oscar Knott, CPP, CPPO, VCO Purchasing Director

5/19/23 Date

APPROVED AS TO FORM:

Monown

Assistant County Attorney

5/15/23

Date

Exhibit A - Price Schedule for Contract 2311A

No. of Memory Books	<64 Pages	64-96 Pages	>96 Pages
< 250	<\$15.84	\$15.84 - \$21.12	>\$21.12
251-500	<\$15.13	\$15.13 - \$20.28	>\$20.28
501-750	<\$13.01	\$13.01 - \$17.13	>\$17.13

Delivery Charges Included

Option Costs:

Minor Change, per page – No Charge Major change, per page – No Charge Substitute picture – No Charge New layout or substitute page – No Charge Substitute four-color subject before separation, before or after masking – No Charge

Standard Foil Stamping - \$1.33 per copy Specialty Foil Stamping - \$1.54 per copy Foil Die – Contact plant for quote

Silk Screening, per cover, per color (includes run and setup) Additional silkscreen - \$1.06 per copy Non-standard silkscreen - \$265 per order/color

Metalay, per cover (includes dies, foil, run, setup) Metalay - \$1.72 per copy

Embossing/Debossing (Vista Custom Embossed/Debossed) - \$636 + Die Charge

Names Stamps: Submitted by January 29th - \$5 per line Submitted after January 29th – add \$2 per line Returned in alphabetical order - \$6 per line Icon - \$3 each One and Two Lines

Name Plates: Submitted by January 29th - \$5 per line Submitted after January 29th – add \$2 per line Icon - \$3 each One and Two Lines

Thermo Screening - Contact Plant for Quote

Use of Photographs – No Charge

Graphics, color types and line on endsheets: Printed in black, SFB - \$333 Printed in black, DFB - \$439 Additional litho ink - \$201 per color Standard litho in lieu of black - \$344 Printing on D or E side (black ink) - \$325 4/C front only (by 11/9) - \$1,218 per order 4/C DFB (by 11/9) - \$1,749 per order Non-standard neon or metallic ink - Contact Plant for Quote

Additional Options:

World Yearbook Insert (Middle & High School Current Events) 16, four color pages Content appropriate for middle and high school students Available in sizes 8 or 9 May be sewn-in or inserted with kleenstick tape

Autograph Supplements 8, blank white pages 8, four color pages in two designs Available in sizes 8 or 9 May be sewn-in or inserted with kleenstick tape

Plastic Dust Jacket Covers Optional plastic cover to protect your book and its longevity

Customized Posters Students order posters customized with their own personal photos of choice Schools order sales posters customized with school photos Schools order READ posters to include photos of faculty/staff reading favorite book to promote literacy

Color supplement: 12, 16, 20 and 24 page – Price dependent on page and copy count 4-page increments from page 4 pages to 48 pages Size 7, 8 or 9 80 lb., 100 lb., matte or gloss or specialty paper Kleenstick for self-application, or sewn into all copies Quantity may match yearbook order or differ All color, quick turn supplements offer a two or three week turnaround time from due date to ship



COMMONWEALTH OF VIRGINIA County of Henrico

Non-Professional Services Contract Contract No. 2311A

This Non-Professional Services Contract (this "Contract") entered into this 1st day of July 2022, by Herff Jones, LLC (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2311-3KMW (the "Request for Proposals"), for Middle School Memory Books.

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 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 A.

CONTRACT TERM: The Contract term shall be for a period of one year beginning July 1, 2022 and ending June 30. 2023. HCPS may renew the Contract for up to four additional one-year terms 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 B);
- 3. The Virginia School Data Privacy Agreement, included as Attachment H of Exhibit E;
- 4. The General Contract Terms and Conditions included in the Request for Proposals;
- 5. Herff Jones Software Licensing Agreements (Exhibit C);
- 6. Contractor's Best and Final Offer dated June 8, 2022 and June 30, 2022 (Exhibit D).
- 7. Contractor's Original Proposal dated March 9, 2022, excluding any terms and conditions listed on pages 98-100 (Exhibit E).
- 8. The Scope of Services included in the Request for Proposals.

[Remainder of page intentionally left blank; signature page follow]

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

Herff Jones, LLC

4501 W. 62nd Street Indianapolis, IN 46268

unitte a

Signature

Annette Rollyson, Regional Sales Mgr

Printed Name and Title

07/20/2022

Date

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

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Signature

Oscar Knott, CPP, CPPO, VCO

22/22

Date

Approved as to form:

onve

Rachel Hart Jewell Assistant County Attorney

7/19/22

Date

No. of Memory Books	<64 Pages	64-96 Pages	>96 Pages
< 250	<\$14.94	\$14.94 - \$19.92	>\$19.92
251-500	<\$14.27	\$14.27 - \$19.13	>\$19.13
501-750	<\$12.27	\$12.27 - \$16.16	>\$16.16

Exhibit A – Price Schedule for Contract 2311A

Delivery Charges Included

Option Costs:

Minor Change, per page – No Charge Major change, per page – No Charge Substitute picture – No Charge New layout or substitute page – No Charge Substitute four-color subject before separation, before or after masking – No Charge

Standard Foil Stamping - \$1.25 per copy Specialty Foil Stamping - \$1.45 per copy Foil Die – Contact plant for quote

Silk Screening, per cover, per color (includes run and setup) Additional silkscreen - \$1.00 per copy Non-standard silkscreen - \$250.00 per order/color

Metalay, per cover (includes dies, foil, run, setup) Metalay - \$1.62 per copy

Embossing/Debossing (Vista Custom Embossed/Debossed) - \$600 + Die Charge

Names Stamps: Submitted by January 27th - \$5 per line Submitted after January 27th – add \$2 per line Returned in alphabetical order - \$6 per line Icon - \$3 each One and Two Lines

Name Plates: Submitted by January 28th - \$5 per line Submitted after January 28th – add \$2 per line Icon - \$3 each One and Two Lines

Thermo Screening - Contact Plant for Quote

Use of Photographs - No Charge

Graphics, color types and line on endsheets: Printed in black, SFB - \$315 Printed in black, DFB - \$415 Additional litho ink - \$275 per color Standard litho in lieu of black - \$190 Printing on D or E side (black ink) - \$325 4/C front only (by 11/9) - \$1,150 per order 4/C DFB (by 11/9) - \$1,650 per order Non-standard neon or metallic ink – Contact Plant for Quote

Additional Options:

World Yearbook Insert (Middle & High School Current Events) 16, four color pages Content appropriate for middle and high school students Available in sizes 7, 8 or 9 May be sewn-in or inserted with kleenstick tape

Autograph Supplements 8, blank white pages 8, four color pages in two designs Available in sizes 7, 8 or 9 May be sewn-in or inserted with kleenstick tape

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Customized Posters Students order posters customized with their own personal photos of choice Schools order sales posters customized with school photos Schools order READ posters to include photos of faculty/staff reading favorite book to promote literacy

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YEARBOOK-SPECIFIC BENEFITS | up to \$8,500 in total value

We are pleased to offer to each Henrico County middle school the following yearbook program-specific benefits, if selected as printing partner for all twelve (12) middle schools in the district.

GRADUATED ANNUAL REBATE

This benefit can be applied to help defray printing costs or can be used to re-direct equivalent funds to support yearbook program development (workshop tuition, digital camera equipment, printers, etc.)

Baseline year	
4% credit applied to final invoice	
3% credit applied to final invoice	
2% credit applied to final invoice	
1% credit applied to final invoice	*Credit calculated from prior year total
	Baseline year 4% credit applied to final invoice 3% credit applied to final invoice 2% credit applied to final invoice 1% credit applied to final invoice

CHARACTER / MOTIVATIONAL SPEAKER | up to \$7,500 value

A professional platform speaker will be provided for 1 day, booked during the first two (2) years of the contract period, to provide a motivational or character-building educational experience for students or faculty & staff to enrich the campus experience. Henrico County Schools, in collaboration with Herff Jones/Varsity Brands, will determine how to best use this resource.

SCHOOL BRANDING BENEFIT | up to \$3,900 total value

This benefit serves each school as a whole and is not a yearbook-specific benefit. Show your school pride on any table display. (SEE MORE ON PAGE 116).

CAMPUS BRANDING | Branded 8' Tablecloth

BELIEVE IN YOU VIDEO SERIES | up to \$90,000 total value

This character education and emotional well-being video series and accompanying curriculum empowers students to change their world. Functions as a stand-alone program and curriculum for each school or can enhance an existing program already in place to take it to another level. Saves each school time & energy.

(SEE MORE ON PAGE 117).

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HENRICO COUNTY MIDDLE SCHOOLS + HERFF JONES PARTNERSHIP BENEFIT SUMMARY CONT.

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If Herff Jones is selected as the printing partnership provider to Henrico County Schools for **BOTH** high school yearbooks **AND** middle school yearbooks (memory books), the following additional benefit will be provided to <u>each</u> high school and <u>each</u> middle school as a <u>complimentary</u> grant (does not need to be re-paid), to be used for ANY school or student-benefiting need. We call it a *Flex Grant* because each school determines how it's best used!

\$1,750 Flex Grant | per high school

AND

\$500 Flex Grant | per middle school

EXHIBIT B LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Herff Jones, LLC ("**Supplier**"), an Indiana LLC, are this day entering into an agreement for Contract 2308A for High School Yearbooks (the "Agreement") and, for their mutual convenience, the parties are using the standard form contract (<u>"Herff Jones Software Licensing Agreement</u>") provided by Supplier ("Contract"). This License Agreement Addendum ("LAA"), duly signed by the County and Supplier (each a "Party"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "Software") and this LAA.

As used in this LAA, the term "**Contract**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is an Indiana LLC authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

- 1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
- 2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
- 3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 et seq. of the Code of Virginia;
- 4. Requiring the County to maintain any type of insurance for Supplier's benefit;
- 5. Granting Supplier a security interest in any property of the County;
- 6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
- 7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
- 8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
- 9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
- 10. Obligating the County to pay costs of collection or attorney's fees;

- 11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 et seq. of the Code of Virginia;
- 12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
- 13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
- 14. Requiring the County to limit its rights or waive its remedies at law or in equity;
- 15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
- Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
- 17. Limiting the liability of Supplier for property damage, death, or personal injury;
- 18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
- 19. Not complying with the contractual claims provision <u>§ 2.2-4363</u> of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
- 20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
- 21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
- 22. Requiring that the County waive its sovereign immunity or its immunity;
- 23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
- 24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
- Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
- 26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's 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 Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
- 27. Permitting unilateral modification of the Contract by Supplier;
- Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
- 29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;

- 30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
- 31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
- 32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
- 33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
- 34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
- 35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
- 36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
- 37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or
- In addition to the provisions set forth above in this LAA, the Parties further agree as follows:
- 38. Supplier 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 granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
- 39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
- 40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (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.
- 41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.

- 42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
- 43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Herff Jones, LLC

Kallysm nnette By:

Name: Annette Rollyson (Print)

Title: Regional Sales Manager

Date: 07/20/2022

County School Board of Henrico County, Virginia

ly signed by: Oscar Kno $\begin{array}{l} \text{DN CN} = 0 \text{ scar Knott email = kno008@henrico.}\\ \text{is } C = US O = \text{County of Henrico, Virginia OU = }\\ \text{Department of Finance - Purchasing Division}\\ \text{Date: } 2022.08.09 \ 15.01:15 - 04'00' \end{array}$ By: (Signature)

Name: Oscar Knott, CPP, CPPO, VCO (Print)

Title: Purchasing Director

Date: 8/9/22

APPROVED AS TO FORM

Auguator 815/22 ASSISTANT COUNTY ATTORNEY

HERFF JONES SOFTWARE LICENSING AGREEMENTS

Terms of Use

This Agreement governs use of Herff Jones, Inc. eDesign online page creation program. If you have been authorized to access eDesign, this Agreement also governs use of the Herff Jones Web site. "Service" means those parts of eDesign which you may have been authorized to access. Since you selected the "I Accept" button and started using any part of the Service, you agreed to be bound by all of the terms in this Agreement. You should print and keep a copy of this Agreement (see eDesign Help for a printable copy). Herff Jones, Inc. may change the terms in this Agreement. When the terms are changed, Herff Jones, Inc. will notify you by email and/or online postings. The changes also will appear in this document, which you can access at any time by selecting "Legal Terms." By accessing the Service after Herff Jones, Inc. has notified subscribers of a change and this Agreement is posted, you agree to be bound by all of the changes. To use the Service, you must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

Privacy of Information

Since you selected the "I Accept" button, you also agreed that Herff Jones, Inc. may store information you provide as part of the printing process and use such information to inform you about other Herff Jones, Inc. publications, products and services. Herff Jones, Inc. also may deliver additional messages about the Service to you by email. Herff Jones, Inc. will not disclose any of your "Personal Identifying Information" to a third party, as described in the separate eDesign Privacy Agreement.

Yearbook Adviser

The Yearbook Adviser is solely responsible for the immediate deletion of any users who are no longer associated with the use of eDesign to create the school's yearbook. Herff Jones, Inc. retains the right to perform security checks on any user at any time that is connecting to eDesign. Furthermore, Herff Jones, Inc. retains the right to delete any users who are inactive. Any data exchange transactions initiated using the Service are considered binding as long as the user entered a correct password to access the design program.

Disclaimer of Warranties and Liability

Due to the number of sources from which content on the Service is obtained, and the inherent hazards of electronic submission, there may be delays, omissions or inaccuracies in such content and the Service. Herff Jones. Inc. and its affiliates and agents cannot and do not warrant the accuracy, completeness, timeliness, non-infringement, merchantability or fitness for a particular purpose of the Service. Herff Jones, Inc. and its affiliates and agents shall not be liable to you or anyone else for any loss or damage resulting directly from use of the Service, caused on whole or part by contingencies beyond Herff Jones, Inc. control or errors made in procuring, compiling, interpreting, reporting or delivering the Service and any submission through the Service. In no event will Herff Jones, Inc., its affiliates or agents be liable to you or anyone else for any decision made or action taken by you for any submission of materials to be printed in the yearbook. Herff Jones, Inc. and its affiliates and agents shall not be liable to you or anyone else for any indirect damages (including, without limitation, consequential, special, incidental, indirect, or similar damages) even if advised of the possibility of such damages.

Obligations on Termination

In the event either party terminates this Agreement or terminates the Yearbook Printing Agreement, then Herff Jones, Inc. will eliminate access to the eDesign Service. You acknowledge that Herff Jones, Inc., in its sole discretion, may elect to dispose of all materials submitted by you in connection with printing of the yearbook.

Additional Legal Terms and Conditions

You are responsible for all submission made and acts or omissions that occur while your password is being used. You may not use the Service for any unlawful purpose. Herff Jones, Inc. may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive, as solely determined by Herff Jones, Inc. If any provision in this Agreement is invalid or unenforceable under Indiana law, the remaining provisions will continue in full force and effect. This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Indiana, as if the Agreement was a contract wholly entered into and wholly performed within the State of Indiana. All rights not expressly granted herein are reserved by Herff Jones, Inc.

HERFF JONES SOFTWARE LICENSING AGREEMENTS

Subject to this agreement, Herff Jones grants you, the customer, non-exclusive, revocable, limited access to the Herff Jones eBusiness website to merchandise your printed yearbook, advertising and other sales items such as personalization, dust covers and autograph supplements. You may also use eBusiness to track other in school yearbook fundraising projects.

By enrolling in Sales Assist and selecting one of the mailing options, you consent to allow Herff Jones the use of student contact data for the express purpose of mailing yearbook order information to your students' homes. All sales made on your behalf by the Yearbook Order Center for yearbook or ad sales will be displayed in eBusiness. Herff Jones guarantees that all student contact information provided by your school will be used only for the purpose of selling your yearbook. Such labels, lists or order information will not be used for any other purpose, or be released by Herff Jones or copied in any manner for any other use. This guarantee extends to our third party vendor contracted for the sole purpose of printing and mailing said yearbook order information.

Herff Jones uses safe, secure encryption technology designed to protect your information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, Herff Jones cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes. You acknowledge the potential risks inherent in using webbased technology and agree to hold the company harmless if loss or interception of data occurs while transmitting data to and from Herff Jones.

Only your school's Yearbook Adviser will have access to all services available on your eBusiness site through his/her YBAccess login. Maintaining the confidentiality of that password is solely your school's responsibility. The Yearbook Adviser will determine yearbook staff access to eBusiness if desired by activating students and assigning either Business Manager or Staff roles. Should other responsible parties such as your administrator or bookkeeper need access to eBusiness, this can also be requested through your Herff Jones representative.

The YOC will issue refunds up until the actual ship date or the last day of the YOC sale, whichever date is later. After the book has been shipped and invoiced, all school net money collected by the YOC will be applied to the school's deposits to pay the final invoice; the YOC can no longer issue refunds and the school must assume responsibility for all refund requests.

Processing refunds due to duplicate orders, parent/student requests and other reasonable needs are included YOC services. However, refund requests due to incorrect package set-up, errors resulting from the use of Discount Codes or bulk quantity refunds will be charged \$2.50 per refund. Please take special care when setting up package pricing and the use of Discount Codes to ensure accuracy.

EXHIBIT C

HERFF JONES SOFTWARE LICENSING AGREEMENTS

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This Agreement governs use of Herff Jones, Inc. eDesign online page creation program. If you have been authorized to access eDesign, this Agreement also governs use of the Herff Jones Web site. "Service" means those parts of eDesign which you may have been authorized to access. Since you selected the "I Accept" button and started using any part of the Service, you agreed to be bound by all of the terms in this Agreement. You should print and keep a copy of this Agreement (see eDesign Help for a printable copy). Herff Jones, Inc. may change the terms in this Agreement. When the terms are changed, Herff Jones, Inc. will notify you by email and/or online postings. The changes also will appear in this document, which you can access at any time by selecting "Legal Terms." By accessing the Service after Herff Jones, Inc. has notified subscribers of a change and this Agreement is posted, you agree to be bound by all of the changes. To use the Service, you must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

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Since you selected the "I Accept" button, you also agreed that Herff Jones, Inc. may store information you provide as part of the printing process and use such information to inform you about other Herff Jones, Inc. publications, products and services. Herff Jones, Inc. also may deliver additional messages about the Service to you by email. Herff Jones, Inc. will not disclose any of your "Personal Identifying Information" to a third party, as described in the separate eDesign Privacy Agreement.

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Due to the number of sources from which content on the Service is obtained, and the inherent hazards of electronic submission, there may be delays, omissions or inaccuracies in such content and the Service. Herff Jones, Inc. and its affiliates and agents cannot and do not warrant the accuracy, completeness, timeliness, non-infringement, merchantability or fitness for a particular purpose of the Service. Herff Jones, Inc. and its affiliates and agents shall not be liable to you or anyone else for any loss or damage resulting directly from use of the Service, caused on whole or part by contingencies beyond Herff Jones, Inc. control or errors made in procuring, compiling, interpreting, reporting or delivering the Service and any submission through the Service. In no event will Herff Jones, Inc., its affiliates or agents be liable to you or anyone else for any decision made or action taken by you for any submission of materials to be printed in the yearbook. Herff Jones, Inc. and its affiliates and agents shall not be liable to you or anyone else for any indirect damages (including, without limitation, consequential, special, incidental, indirect, or similar damages) even if advised of the possibility of such damages.

Obligations on Termination

In the event either party terminates this Agreement or terminates the Yearbook Printing Agreement, then Herff Jones, Inc. will eliminate access to the eDesign Service. You acknowledge that Herff Jones, Inc., in its sole discretion, may elect to dispose of all materials submitted by you in connection with printing of the yearbook.

Additional Legal Terms and Conditions

You are responsible for all submission made and acts or omissions that occur while your password is being used. You may not use the Service for any unlawful purpose. Herff Jones, Inc. may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive, as solely determined by Herff Jones, Inc. If any provision in this Agreement is invalid or unenforceable under Indiana law, the remaining provisions will continue in full force and effect. This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Indiana, as if the Agreement was a contract wholly entered into and wholly performed within the State of Indiana. All rights not expressly granted herein are reserved by Herff Jones, Inc.

HERFF JONES SOFTWARE LICENSING AGREEMENTS

Subject to this agreement, Herff Jones grants you, the customer, non-exclusive, revocable, limited access to the Herff Jones eBusiness website to merchandise your printed yearbook, advertising and other sales items such as personalization, dust covers and autograph supplements. You may also use eBusiness to track other in school yearbook fundraising projects.

By enrolling in Sales Assist and selecting one of the mailing options, you consent to allow Herff Jones the use of student contact data for the express purpose of mailing yearbook order information to your students' homes. All sales made on your behalf by the Yearbook Order Center for yearbook or ad sales will be displayed in eBusiness. Herff Jones guarantees that all student contact information provided by your school will be used only for the purpose of selling your yearbook. Such labels, lists or order information will not be used for any other purpose, or be released by Herff Jones or copied in any manner for any other use. This guarantee extends to our third party vendor contracted for the sole purpose of printing and mailing said yearbook order information.

Herff Jones uses safe, secure encryption technology designed to protect your information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, Herff Jones cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes. You acknowledge the potential risks inherent in using webbased technology and agree to hold the company harmless if loss or interception of data occurs while transmitting data to and from Herff Jones.

Only your school's Yearbook Adviser will have access to all services available on your eBusiness site through his/her YBAccess login. Maintaining the confidentiality of that password is solely your school's responsibility. The Yearbook Adviser will determine yearbook staff access to eBusiness if desired by activating students and assigning either Business Manager or Staff roles. Should other responsible parties such as your administrator or bookkeeper need access to eBusiness, this can also be requested through your Herff Jones representative.

The YOC will issue refunds up until the actual ship date or the last day of the YOC sale, whichever date is later. After the book has been shipped and invoiced, all school net money collected by the YOC will be applied to the school's deposits to pay the final invoice; the YOC can no longer issue refunds and the school must assume responsibility for all refund requests.

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H

June 8, 2022

Denise Miller Herff Jones Yearbook Representative 9954 Orchard Meadow Road Mechanicsville, VA 23116 djmiller@herffjones.com

RFP No. 22-2311-3KMW Memory Books

Regarding Attachment A - BAFO Pricing

In addition to our Partnership Benefit Offerings found on page 120 and 121 in our response that remains firm, Herff Jones will offer updated BAFO Pricing on Attachment A as indicated.

No. Copies: 250 No. Pages: 80 Total: \$4,427.50 Per Copy Price: \$17.71

No. Copies: 725 No. Pages: 112 Total: \$9,403.25 Per Copy Price: \$12.97

Most sincerely,

Deruse Miller

Denise Miller Herff Jones Yearbooks Sales Representative

HERFF JONES.

DENISE MILLER // 804.405.0809 // DJMILLER@HERFFJONES.COM

BY YOUR SIDE.

Attachment A

BAFO Pricing

Sample Specifications:

All color 8 ½ x 11
250
80
Sewn
Company Designed
By June 1
80#
Online
Macintosh/Dell
On-Line
Personalization on each copy
Die Cut:
2 Color Custom End Sheet

Total cost to school for 250 memory books as specified above	\$ 4,427.50
Cost per book as specified above	\$ 17.71
Delivery charges:	\$ Included

Sample Specifications:

Total cost to school for 725 memory books as specified above	\$ 9,403.25
Cost per book as specified above	\$ 12.97
Delivery charges:	\$ Included



June 30, 2022

Denise Miller Herff Jones Yearbook Representative 9954 Orchard Meadow Road Mechanicsville, VA 23116 djmiller@herffjones.com

RFP No. 22-2311-3KMW

Middle Schools	No. of Copies	No. of Pages		
		<64	64-96	>96
	<250	<\$14.94	\$14.94 - \$19.92	>\$19.92
	251-500	<\$14.27	\$14.27 - \$19.13	>\$19.13
	501-750	<\$12.27	\$12.27 - \$16.16	>\$16.16

Most sincerely,

Deruse Miller

Denise Miller Herff Jones Yearbooks Sales Representative

HERFF JONES.

DENISE MILLER // 804.405.0809 // DJMILLER@HERFFJONES.COM

BY YOUR SIDE.

EXHIBIT E - HERFF JONES REDACTED PROPOSAL

HERFF JONES

DENISE MILLER YEARBOOK SALES REPRESENTATIVE

PROPOSAL FOR

HENRICO COUNTY PUBLIC SCHOOLS MIDDLE SCHOOL MEMORY BOOK SERVICES

RFP NO. 22-2311-3KMW

REDACTED





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TAB 1 - INTRODUCTION & SIGNED FORMS



COVER LETTER

WE'VE BEEN HONORED TO BE THE CHOSEN PARTNER FOR THE MIDDLE SCHOOLS OF HENRICO COUNTY PUBLIC SCHOOLS FOR THE PAST FIVE YEARS. *THANK YOU FOR THIS OPPORTUNITY.*

During this time, we have developed close relationships with our advisers, while supporting them as new advisers, through very difficult times, and with flexibility to meet their specific needs.

We offered diverse book options when unexpected circumstances occurred. We customized our training to virtual, including no cost workshops and curriculum and local service continued to be of the utmost importance. Most importantly, we stood by our schools to ensure the yearbook programs remained successful, profitable, and represented the school community well.

In our enclosed RFP response, we have showcased the benefit of the offerings from Herff Jones. With our online support, the tools and resources you need are at your fingertips. eShare provides a space where the school community can contribute yearbook photos and portraits while eDesign, our award-winning online page design program with Canva, allows schools to create a keepsake book where the history of one year is forever curated and shared. We offer yearbook sales and merchandising support as a solution for every price point in your community, including ship to home options and email marketing.

I encourage you to take a close look at our testimonials from local Henrico County Public School yearbook advisers, and a middle/high school student editor. They speak volumes and provide specific details about what you can expect from Denise and Herff Jones as a yearbook partner with your schools. You can count on us.

Additionally, our Partnership Benefit Summary demonstrates how dedicated we are to supporting the school in more ways than just yearbook services with our Character/Motivational Speaker, School Branding, Character Education, and SEL Support.

If Herff Jones is selected as the printing partnership provider to Henrico County Schools for **BOTH** high school yearbooks **AND** middle school yearbooks (memory books), the following additional benefit will be provided to <u>each</u> high school and <u>each</u> middle school as a <u>complimentary</u> grant (does not need to be re-paid), to be used for ANY school or student-benefiting need. We call it a *Flex Grant* because each school determines how it's best used!

\$1,750 Flex Grant | per high school AND \$500 Flex Grant | per middle school

I assure you that you will continue to experience a superior level of dedicated service to the students and families of Henrico County Public Schools. We look forward to this opportunity to continue to provide our tradition of personal, reliable and trusted service to you and your schools.

Should you have any questions, please contact:

DENISE MILLER

Representing Herff Jones Yearbook Sales Partner 9954 Orchard Meadow Rd., Mechanicsville, VA 23116 804.405.0809 djmiller@herffjones.com

Sincerely,

ANDREW CHECKETTS.

SENIOR VICE PRESIDENT AND GENERAL MANAGER - K-12

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. 22-2311-3KMW- Middle School Memory Books.

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):		
Herff Jones, LLC		
ADDRESS:		
Corporate Headquarters: 4501 W. 62nd Street, Indianapolis, IN 46268		
Local Sales Office: 9954 Orchard Meadow, Mechanicsville,VA 23116		
FEDERAL ID NO:		
35-1637714		
SIGNATURE:		
NAME OF PERSON SIGNING (PRINT):		
Denise Miller		
TITLE:		
Sales Representative, Yearbook		
TELEPHONE:		
804.405.0809		
FAX:		
866.305.2808		
EMAIL ADDRESS:		
djmiller@herffjones.com		
DATE: 3/9/2022		
3/3/2022		

Page 22 of 31

ATTACHMENT B **BUSINESS CATEGORY CLASSIFICATION FORM**

ССТ

Company Legal Name: Herff Jones, LAC		
This form completed by: Signature:	_ Title: <u>Sales Representative</u> , Yearbook	
Date: 3/9/2022		
PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING THE APPROPRIATE BOX(ES) BELOW.		
 (Check all that apply.) SMALL BUSINESS WOMEN-OWNED BUSINESS MINORITY-OWNED BUSINESS SERVICE-DISABLED VETERAN EMPLOYMENT SERVICES ORGANIZATION 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, <u>http://eva.virginia.gov</u> . eVA Registered? X 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.

Page 23 of 31

ATTACHMENT C Virginia State Corporation Commission (SCC) Registration Information

The Offeror:

 \boxed{X} is a corporation or other business entity with the following SCC identification number: <u>T0615569</u> -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:

0

ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Herff Jones, LLC

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE			
Tab 9: Appendices Audited Financials	Appendices: 128-161	Constitutes trade secrets under Code of Virginia Uniform Trade Secrets Act: § 59.1-336			
Tab 3(f) - Customer List	80-83	Protection of client privacy is of paramount importance to Herff Jones.			

ATTACHMENT E COUNTY OF HENRICO INSURANCE SPECIFICATIONS

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

Please be sure and review the Additional Requirements Section

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

Workers' Compensation

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

Commercial General Liability

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

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

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

Umbrella Liability

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

10

Additional Requirements

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

 Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional) Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
 Cyber Liability - \$2,000,000 Per Occurrence Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers, or any other sort of personally identifying information.

Abuse and Molestation Coverage - \$1,000,000 Per Occurrence Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

Pollution Liability - \$1,000,000 Per Occurrence Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

Explosion, Collapse & Underground Coverage (XCU)
 Required of a Contractor in limits equal to the General Liability Limit when the Scope
 includes any operations involving Blasting, any work underground level including but not
 limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling,
 or similar work.

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

Other as Specified Below Publishers Errors and Omissions/Media Liability Coverage

Publishers Errors and Omissions/Media Liability Coverage, minimum limit \$1,000,000 per claim.

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 03/09/2022

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

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

PRODUCER	CONTACT Willis Towers Watson Certificate Center	
Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd	PHONE [A/C, No, Ext]: 1-877-945-7378 [A/C, No): 1-888	-467-2378
P.O. Box 305191	E-MALL ADDRESS: certificates@willis.com	
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURERA: Travelers Property Casualty Company of Ame	25674
INSURED	INSURER B: Travelers Indemnity Company of CT	25682
Herff Jones, LLC 4501 W. 62nd Street	INSURER C: Indian Harbor Insurance Company	36940
Indianapolis, IN 46268	INSURER D :	
	INSURER E :	

INSURER F : COVERAGES CERTIFICATE NUMBER: W24107437

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A						MED EXP (Any one person)	\$ 10,000
		Y	TJ-GLSA-6E004859-TIL-21	07/30/2021	07/30/2022	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	× POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
A	OWNED SCHEDULED AUTOS	Y	TJ-CAP-6E004847-TIL-21	07/30/2021	07/30/2022	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	\$
	X Ded. X \$1,000						\$
A	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB CLAIMS-MADE		CUP-2S905950-21-NF	07/30/2021	07/30/2022	AGGREGATE	\$ 2,000,000
	DED X RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	
в		N/A	UB-6P863791-21-51-K	07/30/2021	07/20/2022	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)		0B-0P003/91-21-51-K	0773072021	0773072022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
с	Cyber Liability		MTP9040017 01	07/13/2021	07/13/2022	Aggregate	\$5,000,000
						Retention	\$1,000,000
				[

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This Voids and Replaces Previously Issued Certificate Dated 03/02/2022 WITH ID: W24074775.

County of Henrico and Henrico County Public Schools are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
County of Henrico	AUTHORIZED REPRESENTATIVE
Risk Management	
PO Box 90775	$\square \square$
Henrico, CA 23273	70
	© 1988-2016 ACORD CORPORATION All rights reserved

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

SR ID: 22312546 BATCH: 2439846 AGENCY CUSTOMER ID:

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Herff Jones, LLC 4501 W. 62nd Street	
POLICY NUMBER		Indianapolis, IN 46268	
See Page 1			
CARRIER	NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ______ FORM TITLE: Certificate of Liability Insurance

for or which may be purchased by Additional Insured(s).

Coverage for Contractual Liability is provided under the General Liability policy.

ACORD 101 (2008/01)

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SR ID: 22312546 BATCH: 2439846 CERT: W24107437

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DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: <u>30</u>

PERSON OR

- ORGANIZATION: Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Endorsement.
- ADDRESS: The address for that person or organization included in such written request from you to us.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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Page 1 of 1

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 90

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS: The address for that person or organization included in such written request from you to us.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

County of Henrico and Henrico County Public Schools Risk Management PO Box 90775 Henrico, VA 23273

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behal f:

- A. In the performance of your ongoing operations; or
- **B.** In connection with your premises owned by or rented to you.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR ORGANIZATION: County of Henrico and Henrico County Public Schools Risk Management

ADDRESS: PO Box 90775 Henrico, VA 23273

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 00 03 01 (00) - 001

POLICY NUMBER: UB-6P863791-21-51-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
ANY PERSON OR	ANY	HI, MI, OK, TX
ORGANIZATION THAT YOU		
AGREE IN A WRITTEN		
CONTRACT TO PROVIDE THIS		
INSURANCE FOR		
BODILY INJURY TO YOUR		
EMPLOYEES WHILE IN THE		
COURSE OF SPECIAL OR		
TEMPORARY EMPLOYMENT BY		
SUCH PERSON OR		
ORGANIZATION, IF SIGNED		

ST ASSIGN:

ATTACHMENT F DIRECT CONTACT WITH STUDENTS

Name of Bidder: Herff Jones, LLC

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

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

As part of this submission, I certify the following:

None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during schoolsponsored 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.).

INSL N

Signature of Authorized Representative

Denise Miller Printed Name of Authorized Representative

Herff Jones, LLC Printed Name of Vendor

(if different than Representative)

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Attachment H

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 Herff Jones, LLC

(hereinafter referred to as "Division") and (hereinafter referred to as "Provider") on

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 <u>et. seq.</u>; 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. <u>Purpose of DPA</u>. 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. <u>Nature of Services Provided</u>. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in <u>Exhibit "A"</u> hereto:

Herff Jones collects only the data required for the creation of the yearbooks. Student and Faculty Names, grade, extra curricular activity participation. Students and parents may also provide address, email address and phone.

3. <u>**Division Data to Be Provided**</u>. 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 <u>Exhibit "B"</u>:

Herff Jones collects only the data required for the creation of the yearbooks. Student and Faculty Names, grade, extra curricular activity participation. Students and parents may also provide address, email address and phone.

4. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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. <u>Parent Access</u>. 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. <u>Separate Account</u>. 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. <u>Third Party Request</u>. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

Virginia School Data Privacy Agreement v. 1.0

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5. <u>Subprocessors</u>. 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

- 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. <u>Parent Notification of Rights</u> 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.** <u>Unauthorized Access Notification</u>. 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) <u>Privacy Compliance</u>. 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) <u>Authorized Use</u>. 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) <u>Employee Obligations</u>. 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 v. 1.0

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 shalt 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 deidentified 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 it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters 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) <u>Advertising Prohibition</u>. 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.

ARTICLE V: DATA PROVISIONS

- 1. <u>Data Security</u>. 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.
- 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 v. 1.0 5 of 19

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. <u>Term</u>. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses any Division Data.
- **B.** <u>Termination</u>. 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. <u>Data Transfer Upon Termination or Expiration</u>. 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 asuccessful 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. <u>Effect of Termination Survival</u>. 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. <u>Priority of Agreements</u>. 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.** <u>Amendments</u>: 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.** <u>Severability</u>. 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.** <u>Governing Law; Venue and Jurisdiction</u>. 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. <u>Authority</u>. Provider represents that it is authorized to bind to the terms of this Agreement, including Virginia School Data Privacy Agreement v. 1.0 7 of 19

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. <u>Waiver</u>. 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.** <u>Successors Bound</u>: 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. <u>Electronic Signature</u>: 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.** <u>Notice</u>. 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:	Sales Partner - Denise Miller				
Title:	Sales Representative, Yearbook				
Address:	9954 Orchard Meadow, Mechanicsville, VA23116				
eMail:	djmiller@herffjones.com				
Phone:	(804) 405-0809				

The designated representative for the Division for this Agreement is:

Name:	
Title:	
Address:	
eMail:	
Phone:	

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

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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:	Sales Partner - Denise Miller
Title:	Sales Representative, Yearbook
Address:	9954 Orchard Meadow, Mechanicsville, VA23116
eMail:	djmiller@herffjones.com
Phone:	(804) 405-0809

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Virginia Student Data

Privacy Agreement as of the last day noted below.

Provide	er Signati	^{are} Samantha Crouse
Date:	3/9/202	2
Printed	Name:	Samantha Crouse
Title:	IT Sec	urity Manager

Division Signature

Date:	
Printed 1	Name:
Title:	

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]

Herff Jones provides a digital platform to create yearbook content and provides printing services of the materials.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system	Conduct	Conduct or behavioral data	
Application Technology	IP Addresses of users, Use of cookies etc. Other application			Date of Birth Place of Birth Gender Ethnicity or	
Meta Data	technology meta data- Please specify:			race Language information (native,	
Application Use Statistics	Meta data on user interaction with application	X	Demographics	preferred or primary language spoken by student)	
	Standardized test scores Observation			Other demographic information- Please specify:	
Assessment	data			Student school enrollment	
	Other assessment data-Please			Student grade level Homeroom	
	specify:			Guidance counselor	
Attendance	Student school (daily) attendance data		Enrollment	Specific curriculum programs	
	Student class attendance			Year of graduation	□×
	data Online communications			Other enrollment information- Please specify:	
Communications			Parent/Guardian Contact Information	Address Email Phone	

	Parent ID			number	
Parent/ Guardian ID	number (created to			State ID number	
Parent/	link parents to students) First and/or			Provider/App assigned student ID number	
Guardian Name	Last			Student app username	
Schedule	Student scheduled courses			Student app passwords	
	Teacher names		Student Name	First and/or Last	X
	English language learner information			Program/appli- cation performance (typing	
	Low income status		Student In	program-student types 60 wpm, reading program-student reads below grade level)	
	Medical alerts /health data		App Performance		
	Student disability information				
Special Indicator	Specialized education				
	services (IEP or 504)	Student		Academic or extracurricular	
	Living situations (homeless/ foster care)		Program Membership	activities a student may belong to or participate in	□×
	Other indicator information- Please specify:		Student Survey Responses	Student responses to surveys or	
Student	Addresse		1	questionnaires	
Student Contact Information	Address Email Phone		Student work	Student generated content;	
Student Identifiers	Local (School district) ID		Student work	writing, pictures etc. Other student	

	work data - Please specify:	
	Student course grades	
	Student course data	
Transcript	Student course grades/perfor- mance scores	
	Other transcript data -Please specify:	
	Student bus assignment	
Transportation	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

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.

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, <u>i.e.</u>, 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: 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 v. 1.0

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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 <u>Exhibit B</u> 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.

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Herff Jones, LLC

[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

[KBy (Insert Date] 1 year post engagment

4. Signature of Authorized Representative of Division

BY:	Date:
Printed Name:	Title/Position:
5. Verification of Disposition of Data	
BY:	Date:
Printed Name:	Title/Position:

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 though 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 statues; (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: Samantha Crouse	Date: 3/9/2022
Printed Name:	IT Security Manager

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:____

Printed Name:_____

Date:_____

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:

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Email Address

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Departi	W-9 Doctober 2018) ment of the Treasury I Revenue Service	Request for Taxpayer Identification Number and Certific Go to www.irs.gov/FormW9 for instructions and the lates			Give Form to the requester. Do not send to the IRS.	
	1 Name (as shown	on your income tax return). Name is required on this line; do not leave this line blank.				
	Herff Jones, LLC					
	2 Business name/d	isregarded entity name, if different from above				
Print or type. Specific Instructions on page 3.	following seven b individual/sole single-membe Limited liability Note: Check t LLC if the LLC another LLC t	proprietor or 🛛 C Corporation 🗌 S Corporation 🗌 Partnership	Trust/estate ship) ► vner. Do not check wher of the LLC is le-member LLC that	certain en instructior Exempt pa	tions (codes apply only to titlies, not individuals; see is on page 3): ayee code (if any) n from FATCA reporting ny)	
eci	Other (see inst			(77	counts maintained outside the U.S.)	
	and a second second second second	, street, and apt. or suite no.) See instructions.	Requester's name a	ind address	dress (optional)	
See	4501 W. 62nd Str	eet				
	6 City, state, and Z					
	Indianapolis, IN 4	46268				
	7 List account num	per(s) here (optional)				
Par	tl Taxpay	er Identification Number (TIN)				
		ropriate box. The TIN provided must match the name given on line 1 to ave		urity numb	ber	
reside entitie	ent alien, sole propr es, it is your employ	individuals, this is generally your social security number (SSN). However, for ietor, or disregarded entity, see the instructions for Part I, later. For other er identification number (EIN). If you do not have a number, see <i>How to ge</i>	ta	_	-	
TIN, la			or			
		more than one name, see the instructions for line 1. Also see What Name a uester for guidelines on whose number to enter.	and Employer	Identificati	ion number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Karla com	Date ► 1/11/2022
	-		

General Instructions

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

3 5

6 3

Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, jater.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

ART1057A(FORM ST-4)6210098(REV.02/08)

COMMONWEALTH OF VIRGINIA DEPARTMENT OF TAXATION CERTIFICATE OF REGISTRATION FOR THE COLLECTION OF Virginia Sales and Use Tax	-	BUSINESS RE	GISTRATION
NAME AND ADDRESS		LOCATION	
HERFF JONES, INC Framing Success, Inc. 2556 HORSE PASTURE RD VIRGINIA BEACH, VA 23453-2963	Virg	inia Beach - 5	1810
	BEGINI	NING LIABILIT	Y DATE
		Nov 2018	
		DATE ISSUED)
DEALER IS HEREBY AUTHORIZED AND EMPOWERED TO SALES OR USE TAX FOR THE COMMONWEALTH OF VIRGINIA	12	06	2018
		TAX CO	MMISSIONER

THIS CERTIFICATE OF REGISTRATION IS NOT ASSIGNABLE AND IS VALID ONLY FOR THE DEALER NAMED, AND FOR THE TRANSACTION OF BUSINESS ONLY AT THE ADDRESS LISTED. IT SHALL BE AT ALL TIMES CONSPICUOUSLY DISPLAYED AT THE ADDRESS LISTED.

Please Fold Here

REFER TO THIS NUMBER IN ALL CORRESPONDENCE REGISTRATION NUMBER 10-351637714F-001

To the Holder of this Certificate of Registration:

This certificate must be at all times conspicuously displayed at the place of business for which it was issued.

If you cease to conduct business at this place of business, the certificate immediately expires. You must notify the Department of Taxation, Registration Unit, P.O. Box 1114. Richmond, Virginia 23218-1114 in writing within 30 days and return this Certificate of Registration.

If you want to move your place of business to another location in the state, notify the Department in writing and return this certificate so a revised certificate may be issued.

Department of Taxation

2022	PHILIP J. KELLAM COMMISSIONER OF THE REVENUE CITY OF VIRGINIA BEACH CERTIFICATE OF BUSINESS LICENSE		3 v.	2022	
NAME AND ADDRESS		CERTIFICATE NUMBER	LOCATIO	ON OF BUS	SINESS
HERFF JONES INC		2022-124803	2556 HORSE P		
T/A FRAMING SUCCESS 4501 W 62ND ST INDIANAPOLIS IN 46268-2587		PLEASE REFER TO THIS NUMBER	- VIRGINIA BEACH VA 23453-2963		3-2963
		IN ALL CORRESPONDENCE	C	ATE ISSUED	
		BUSINESS ORIGINATION DATE	MONTH	DAY	YEAR
		12/09/2008	3	1	2022

CERTIFICATE EXPIRES: December 31, 2022

THIS CERTIFICATE MUST BE AVAILABLE FOR INSPECTION AND IS NONTRANSFERABLE

Dear Taxpayer:

Thank you for your payment on your Virginia Beach Business License. Attached is your Business License Certificate and the amount shown was applied to this license. <u>ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION</u>. If you have questions concerning your business license, contact the Business Taxpayer Division by telephone at 757.385.4515; by facsimile at 757.385.4183; by electronic mail at business@VBgov.com All in-person transactions are conducted by appointment only; to schedule an appointment now, visit www.vbgov.com/cor. Please contact me personally if you have any additional questions or suggestion on how I may

Sincerely,

Philip J. Kellam, Commissioner

Save time visit online at we we com/cor

License #	2022-124803		
Date of Receipt:	03/01/2022		
Amount Paid:	\$18,803.40		
Cumulative Payment(s):	\$18,803.40		
Balance Due:	\$0.00		



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

COMMONWEALTH OF VIRGINIA County of Henrico

RFP #22-2311-3KMW Middle School Memory Books Questions and Answers March 15, 2022

Q1. Section VI. D. states "Reserved" Can Henrico clarify what this means?

A1. Offerors do not need to worry about this. Please disregard this bullet.

Q2. Section VIII. B Tab 3 request a copy of the Offeror's latest audited financial statement. Is this a requirement of privately held firms? If yes, would Henrico County be willing to sign our NDA in advance of the RFP deadline?

A2. Yes, please submit this with your proposal. We ask for both a redacted and full copy of your proposal. Anything marked as "proprietary" cannot be shared with the public. Henrico County is not willing to sign an NDA in advance.

Q3. Can an Offeror obtain copies of previous RFP responses either electronically or by viewing in person?

A3. Henrico County would be more than happy to share responses electronically, please email Kennedy Williams at wil203@henrico.us for assistance.

reptiller

Herff Jones, LLC. 3/17/2022

Denise Miller



TAB 2 - STATEMENT OF THE SCOPE



ITEMS FORMATTED AS **THIS** AND **THIS**.

A. General Requirements

The Successful Offeror shall:

1. Provide experienced representatives who will work on a regular basis on-site with school memory book personnel in order to supply workshops, training sessions, and to answer any questions regarding production or financial matters pertaining to the individual services required. For convenience, it is necessary for the representatives to have a local or toll-free telephone number;

HERFF JONES ACKNOWLEDGES AND AGREES.

Herff Jones representative Denise Miller has more than 15 years of experience in the yearbook industry. She collaborates with administrators, advisers and yearbook staffs to plan, design and sell the schools' yearbooks. With her office and surrounding support, she provides one-day and summer workshops for students and advisers. Denise, along with our Technical Support Advisers, are available to answer questions throughout the yearbook production cycle. Your local support is available at 804.405.0809 with Technical Support available at 1.877.362.7750. (SEE PAGE 76 FOR RESUME).

2. Schedule in-school and in-plant consultation whenever deemed necessary by each individual school. School staff reserves the right to visit any firm's plant to review press runs of their full color, simple plant tour, or final consultation with in-plant personnel for specifications, etc.;

HERFF JONES ACKNOWLEDGES AND AGREES.

In addition to scheduling an in-person school visit and plant tour, schools are able to participate in a virtual tour of the plant. Visit **herff.ly/plant-tour.**

3. Provide representatives who shall be neat and professional when visiting the school. All representatives must check in with the front office of the school every visit;

HERFF JONES ACKNOWLEDGES AND AGREES.

4. Provide background checks on all employees who will be providing services to HCPS. The Successful Offeror must agree to and sign HCPS Direct Contact with Students. (Attachment F);

HERFF JONES ACKNOWLEDGES AND AGREES.

5. Allow the adding of any new school to the resulting contract, as needed and requested by HCPS.;

HERFF JONES ACKNOWLEDGES AND AGREES.

6. Understand that the school administration reserves the right to cancel any order or portion thereof, without recourse, if not received as specified;

HERFF JONES ACKNOWLEDGES AND AGREES.

Prior to production, orders may be cancelled with no penalty. After production begins, a spoilage fee will apply for the cost of goods used.

7. Ensure equivalent services in every school, incentives and free products must be offered to all schools covered under the contract. Each school has the option to purchase special services that are outside of the contractual agreement and;

HERFF JONES ACKNOWLEDGES AND AGREES.

ITEMS FORMATTED AS **THIS** AND **THIS**.

All incentives, marketing kit materials and free products are sent to all school levels. Any additional products are available for purchase. Products available for purchase can be found at **www.yearbookdiscoveries.com**.

8. Maintain the confidentiality of all personal information obtained as a result of providing services under this contract. Personal information includes, but is not limited to: name, address, phone numbers, work/school location, etc. The Successful Offeror shall not release, disclose, sell, distribute, or otherwise use any School Board staff members, teachers, parents and or students' personal information.

HERFF JONES ACKNOWLEDGES AND AGREES.

(SEE OUR FERPA POLICY ON PAGE 64).

B. Specific Requirements

The Successful Offeror shall:

1. Provide software required for the production of the memory books. The software must be compatible with both Dell and Apple laptops;

HERFF JONES ACKNOWLEDGES AND AGREES.

eDesign, Herff Jones' yearbook design program, uses cutting-edge web technologies, HTML, and adjusts accordingly to many screen sizes. In 2022, Canva's best-in-class photo-editing tools were integrated into the eDesign interface, allowing students and advisers to access additional fonts, graphics and backgrounds. eDesign users can cutout backgrounds, add filters to photos and text, and edit images with all of the Canva tools. eDesign is included at no cost to the school. See eDesign in action at herff.ly/edesign. (LEARN MORE ON PAGES 50-55).

Square One, only available from Herff Jones, provides hundreds of pre-designed templates ranging from photo collages to mod-driven coverage arranged on the Swiss Grid. These templates include single-page layouts as well as double-page spreads with plug-and-play mods. Customers can view these templates within the eDesign Catalog, or they can log into the Premium Content section of **yearbookdiscoveries.com** to view and download PDF's. (**SEE MORE ON PAGE 56**).

Book Looks and templates are created each year to include cover designs, endsheet designs, and coordinating templates for the all sections of the book. Templates are offered for all levels. A printed and online catalogue is provided. Templates are classified thematically, by single page, candids, elementary themes, advanced & modular designs, clubs, sports, student life, academics, and ads.

Adobe InDesign is supported by Herff Jones through Creative Cloud. Students and advisers can create their pages in InDesign, upload them to Herff Jones ePage and receive proof files for corrections. Herff Jones provides InDesign Help Menus, training videos and an InDesign-specific curriculum. HJ Extensions automate yearbook-specific tasks such as HJ Name Check, HJ ImageIn, HJ Panel Builder and HJ Index Builder. Cost to use InDesign for yearbook production is included.

ION is a partnership with Herff Jones and Adobe to host InDesign, PhotoShop and Bridge for schools to use remotely. All of the training videos, curriculum and HJ extensions available for InDesign also include ION-specific instructions. Schools upload their files through ePage and may receive proof files, if desired. Subscriptions for ION are purchased in bundles by through the school division's vendor. (**SEE MORE ON PAGE 56**).

Task Manager is the first comprehensive project management system created entirely for yearbook production. This online tool empowers advisers and editors to organize, delegate and monitor yearbook tasks every step of the way. Learn more at herff.ly/task-manager.

ITEMS FORMATTED AS THIS AND THIS.

Yearbook Safe provides a lifetime guarantee to replace a student's yearbook should it ever become lost, damaged or stolen. The optional service is \$6.99 at the time the yearbook is purchased.

Kudoboards: Since collecting signatures from friends, classmates, family and favorite teachers is one of the best things about yearbooks, Herff Jones has teamed up with Kudoboard to come up with something almost as fun – a virtual yearbook signing party, which allows students to post photos, videos and GIFs with their entries on their classmates boards. Learn more at **herff.ly/kudoboard**.

QR Codes: Yearbook staffs of all grade levels can utilize QR codes to include digital video technology into their yearbooks at no additional charge.



Plus One Digital App: Available at no cost to your school or to anyone who has purchased a yearbook, Plus One, Herff Jones' digital yearbook app, provides yearbook buyers with a digital version of the yearbook for easy, on-the-go access. Learn more at **herff.ly/plusone.**



eShare: This application is included for all schools and allows yearbook staffs to crowd source photos and portraits from the anyone in the school community. Available as a website or in the Apple Store or Google Play. Learn more at **herff.ly/ybk-eshare**.

2. Provide an all-color memory book;

HERFF JONES PROVIDES AN ALL-COLOR YEARBOOK.

You may use an unlimited number of color photos per page, and you may use any of the four process colors or any mix of the process colors at no additional charge.

3. Provide various forms of training for the memory book staff and students, including but not limited to in-school and summer workshops, etc.;

WORKSHOPS AND CAMPS ARE AVAILABLE.

We encourage all schools with yearbook staffs to attend a summer workshop to help them get their yearbook started successfully. For summer 2022, the Virginia Herff Jones representatives are hosting a workshop July 26-29 at Westfield High School in Chantilly, Virginia The cost for this workshop is \$225 per school. In addition the Herff Jones' Virginia workshop, Herff Jones offers a free live stream event on July 13-14, 2022 at no cost that is open to all schools, regardless of who you prints your yearbook, which brings together inspirational speakers, new ideas and yearbookers from across the United States and Canada to refresh/re-energize your YBK program. Sessions will also be available on-demand for registrants.

Additionally, in a typical year, HJ hosts two, one-day workshops in the fall to facilitate training and in-person cover artist appointments. Our YBKNVA Fall workshops will be held in September at the Thomas R. Fulghum Center at Chesterfield Career and Technical Center - Hull Campus. The two-day workshop will include one day for staff and one-day for adviser training, along with in-person cover appointments with our Kansas City Art Department. The price is \$30 for each student during the staff training. Adviser training is free.

ITEMS FORMATTED AS THIS AND THIS.

4. Provide merchandising, promotion, advertising and fundraising directly related to the memory books and;

HERFF JONES OFFERS MARKETING AND PROMOTION OF THE YEARBOOK.

Yearbook Order Center offers online payment options for both book and ad sales at no additional cost for the school.

eBusiness site allows schools to track sales, along with controlling price and date changes.

Sales Posters and Materials: Marketing materials are available in a yearbook kit sent to all customers at no additional cost. Other promotional and marketing materials, including lawn signs, vinyl banners, last chance cards and post cards are available for purchase.

Sales Assist: Selling yearbooks can be so much easier with Herff Jones. We run the sales and marketing campaign for you. We take online orders, process payments, credit cards, debit cards and checks. Best of all, it's included in the base price of each yearbook program. See Sales Assist in action at **herff.ly/sales-assist**. (LEARN MORE ON PAGES 61-63).

5. Provide inside delivery of memory books with at least a 72-hour notice.

INSIDE DELIVERY IS INCLUDED AND PLANNED PRIOR TO SHIPMENT

C. Payment/Invoice Requirements

The Successful Offeror shall:

1. The Successful Offeror shall replace all defective products without cost to the school, including shipping cost.

HERFF JONES ACKNOWLEDGES AND AGREES.

Overrun copies are sent to the school to replace any defective or damaged books. In the event that damaged or defective books must be repaired by the company, an expedited process may include, but not limited to:

- Return of damaged books and repaired at Herff Jones expense.
- Crack and peel correction stickers will be printed and delivered to school at Herff Jones expense.
- Tip-in correction pages will be printed and delivered to school at Herff Jones expense.

Credit will be given to school to cover damages that cannot be managed in a timely fashion due to end of school time restraints. In all circumstances, your experienced Herff Jones representatives will mediate the issue with Herff Jones and help with in school replacement of pages, crack and peel stickers, etc.

2. The amount due to the Successful Offeror under each individual contract shall at no time exceed the aggregated perunit amount to be received by the Successful Offeror based on orders taken and funds collected.

HERFF JONES ACKNOWLEDGES AND AGREES.

3. The schools shall NOT be obligated to purchase or pay for materials covered by such contract until they are ordered and delivered unless a deposit or other prepayment agreement is mutually agreed upon.

HERFF JONES ACKNOWLEDGES AND AGREES.

4. Individual schools shall not be obligated to sign sales agreements with the Successful Offeror for more than one year at a time.

OPE OF SERVICES

HERFF JONES ACKNOWLEDGES AND AGREES.

5. Once individual agreements for services and products to be provided have been agreed upon between the Successful Offeror and the school, no changes, including costs, shall be made without written approval by the school administration.

HERFF JONES ACKNOWLEDGES AND AGREES.

Herff Jones representatives will meet with the adviser to create a budget plan for the yearbook at the beginning of each year. If the yearbook adviser and staff make any changes to their yearbook specifications after the order has been setup for each year, the representative will provide the principal with a Modified Base Spec Plan, which will clearly outline the changes being made and the cost. In addition, the representatives will provide budget updates to the adviser throughout the year. (SEE SAMPLES ON PAGES 98-102).

6. Administrators set the maximum price of \$25 that can be charged to student for memory books. Each school's principal has the option to charge students less than the maximum in his/her school.

HERFF JONES ACKNOWLEDGES AND AGREES.

Parents and guardians are the primary direct purchasers of yearbooks. As a contractor for the County, the schools are billed for services delivered. The schools can sell all yearbook related products in-school or through Herff Jones. Those sale prices are set by the school, not Herff Jones. This allows the school to set a price that will cover their cost and create profitable revenue.



JESIGN YEARBOOK DONE RIGHT

OUR ONE-STOP, DRAG-AND-DROP, WIZARD-STYLE WONDER JUST GRANTED YOU CREATIVE SUPERPOWERS.

EDESIGN IS HARNESSING THE POWER OF CANVA TO MAKE YOUR YEARBOOK DREAMS COME TRUE.

Canva's fonts, graphics, backgrounds and photoediting capabilities — all integrated into eDesign. » Improve your view and your organization with the

» Amazing design is more accessible than ever with

- redesigned interface. Menus, toolbars and pop-up panels are all right where they need to be.
- » Google Drive integration provides seamless transfer of photos alongside new, easy-to-use Catalog and Library features.
- » Intuitive and integrated, eDesign and Canva are easy to master and powerful enough to fuel professional-level designs.
- » Even Portrait Flow got an update. Now you can include senior quotes, multiple teachers and more.
- » Rely on safeguards like spell check, name check and DPI warnings to ensure a top-quality book.

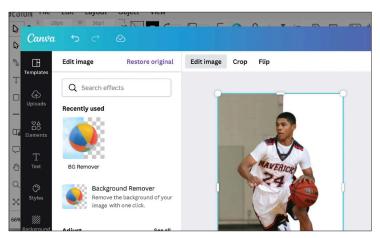


Check it out!

IF YOU CAN DREAM IT, YOU CAN CREATE IT.

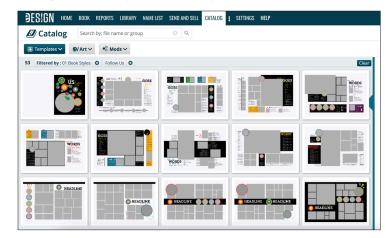






USE CANVA WITHIN eDESIGN

Harness the power of Canva through the eDesign interface without changing applications. Access a vast collection of created content — including illustrations, backgrounds and infographics — to make your yearbook more polished and complete.



NO NEED TO START WITH A BLANK SCREEN.

2

Our new Book Styles help you start with a professionally-designed set of templates, mods, fonts and color blends to build a book with a consistent look. Start with our designs and then customize as much as you wish.

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GRAPHICS & BACKGROUNDS

The eDesign Art Library is packed full of JPG graphics ready for use, but Canva allows you create your own. Add them to a blank canvas as stand-alone art pieces or use backgrounds to create a full-spread look.



JESIGN





FZ

JESIGN

See more at herff.ly/edesign-quicklooks

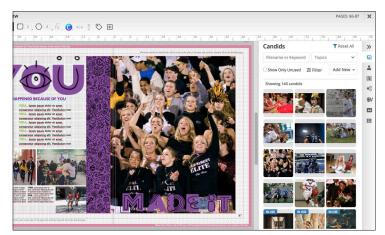
Canva

DESIGN HOME BOOK	REPORTS LIBRARY NAME LIS	T SEND AND SELL	CATALOG : SETTINGS HELP
BE Portrait Flow			Current Page Visibility : 0
Layout		-	
Start Page: Portrait Size:	114 7 x 9	↓ ↓ ↓ ↓ ↓ ↓	
	Larger portrait for Teacher(s)?		
Rows:	6	~	
Columns:	5	~	
Portrait Shape:	Square Corners Rounded Corners		
Text	O Oval	+	
Spacing and Margins			

PORTRAIT FLOW

Δ

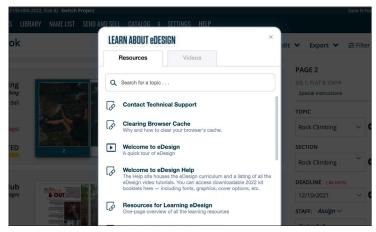
Portrait Flow places the portraits for you on the page, but you can determine the ultimate look of the pages. Flow senior quotes, add grades to names or include two teachers for one class with our Portrait Flow features.





MANAGE PHOTOS

Keeping up with your images can be a difficult part of yearbook, especially preventing duplicate images and low-resolution photos on pages. eDesign helps you prevent both. Not only will it show you when a photo is in use, so you don't repeat it, it also tells you when you are uploading a duplicate photo or when resolution is too low.



NEVER YEARBOOK ALONE

You have all the assistance you need to complete your book. Plus, our online eDesign curriculum and support keep learning hands-on. Packed full of video tutorials, downloads and WalkMe guides, you will have step-by-step instruction a click away.

HERFF JONES | YEARBOOK PROPOSAL FOR HENRICO COUNTY PUBLIC SCHOOLS



EMBEDDED CONSISTENCY

Any level of student can contribute to a beautiful book with our professionally designed Book Styles. Presented in an allnew, intuitive Catalog and Library system, our spread templates, graphics and modular elements are simple to use and organize.



EASY, ACCURATE SPELLCHECK

When you use face tagging, you can create captions for group images in a matter of seconds. Loading a master list of student names enables this function — and even spellchecks names, underlining them in blue. Misspelled words are underlined in red. A right-click lets you make corrections.

JESIGN



PREFLIGHT REPORT

Identify and correct potential problems, including lowresolution images, elements not bleeding properly, and placeholder or overset text.



ELIMINATE LOW-RES PICS

eDesign's automated DPI Warning instantly alerts you when an image is low resolution. The in-use indicator helps avoid duplicating images by identifying pages on which the photo appears.



DRAG AND DROP CONVENIENCE

Drag and drop technology is built into many aspects of the new eDesign — you can drag and drop into your Library and into the Library panel when you're working in Page Design, and that's just one example. We're making it easier to get the work done.



MONITOR WORKFLOW

The clear color-coded system pairs with advanced searching capabilities to help you focus on specific pages, deadlines and students. Staff Activity Reports help with grading and monitoring time on task.



CROP PHOTOS LIKE A PRO

Placing and manipulating photos has never been easier. The new cropping tool is a one-stop shop for placing, adjusting and cropping photos — or even removing a photo without removing the frame.



CHAT WITH STICKY NOTES

Always a favorite feature, our Sticky Notes allow advisers, editors and staffers to make notes on pages in progress. Now, users can respond to each other and close out notes when a comment is resolved. So smart.



ESHARE AIDS A VIRTUAL WORLD

During the pandemic, advisers turned to eShare to seek photos from parents and students. We even upgraded the app so it can accept portraits and pull them right into eDesign. Advisers and editors have easy access to photos, and they are tagged and categorized as they download.



ENHANCED PORTRAIT FLOW

People pages are easy to create with our wizard-style Portrait Flow features. With the new eDesign, you can add senior quotes, add more than one teacher to a class page and include grades with names.



SEND AND SELL

Email custom messages to targeted groups. Include hyperlinks to your own website, or automatically include clickable links to the Yearbook Order Center or eShare. Combine master lists with coverage reports for the most effective sales strategies.



ONLINE AD CREATION

Let parents and businesses submit their ads online and free your staffers to work on the rest of the book. Purchases are made online so you never have to collect money.

POWERED BY CANVA

Canva

Canva is an online photo-editing and creation platform that's opened up a new era of creativity for Herff Jones. With 40 million subscribers worldwide, it adds tested, cutting-edge technology to the redesigned eDesign. Our exclusive, multi-year agreement means only our customers will have integrated access to Canva's amazing capabilities. Learn more at **herff.ly/canva.**

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Molly Bee		
Sacha +	Handwriting	
Sandy	-	
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SPRING	FIELD REGULAR	
Cunnerside	Peantra	

FONTS AT THE READY

With the addition of more than a dozen new typefaces for 2022, our list of free fonts available to all of our customers tops 600.



CUSTOMIZE YOUR COLORS

Improved color palette customization is a big part of why you'll love the new eDesign. Custom CMYK color blends can be added in Settings or Page Design and named, making them easier to find and organize.



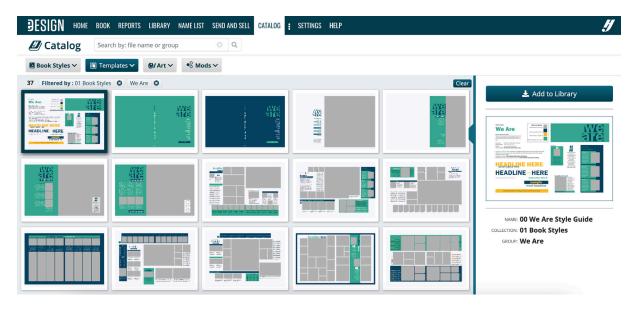
BACKGROUNDS

With the new background tool, it's easy to add colors or photos to the background of a single page or an entire spread. Users can change the transparency of photos and colors, as well, setting the stage for next-level designs.

A FEW CLICKS AND You're ready.

eDESIGN BOOK STYLE CATALOG

The eDesign Catalog is home to our growing array of Book Styles. These covers, templates, mods and art groupings include carefully matched fonts and color palettes. You could build an entire book in one sitting with these helpful resources.



COVERS

Once you adopt a Book Style, completing the cover can be as easy as dropping the design onto the cover template and adding your school name and details.

TEMPLATES

Each Book Style has dozens of templates ready to drop onto spreads and fill with your content. Start with the title page and use the combination of coverage and candids spreads that work for you.

MODS

Modular design pieces allow you to quickly build full spreads. Create your own spread building blocks, like headline and copy packages, and save them as mods for use in making new custom spreads.

KEEP IT SIMPLE OR GO OUT OF THE BOX.

As a Herff Jones customer, you have two choices when it comes to covers: predesigned or custom.

PREDESIGNED COVERS

If you'd rather choose a cover and let us handle the heavy lifting, you can do that easily. We offer more than 100 predesigned covers to choose from. With predesigned, all you do is add your school or book name and you're ready to go.

CUSTOM COVERS

Whether you choose an eDesign Book Look cover and simply fill in the blanks, work with a cover artist for design guidance, or create your own cover from scratch, that's a custom cover. All customers can create custom covers. (It's one of the things that makes us stand out as a company!)





HOW YEARBOOKS TAKE SHAPE

- » Create spreads in seconds.
- » Choose modules by size.
- » Drag and drop the modules on our exclusive grid.
- » Choose from our library or create your own.
- » Fit modules together to create a professional look.
- » It's that easy.





NOW YOU'RE IN YOUR ELEMENT

- » Quick Panel: Manage and edit portraits.
- » Panel Builder: Flow portrait pages.
- » Index Builder: Never tag names again.
- » Template Builder: Create customized page files.
- » Name Checker: Avoid misspelled names.
- » ImageIn: Place images while simultaneously checking resolution and maintaining proportion.
- » ePage: Submit pages and proofs to the plant.

COLORPLUS

AS VIVID AS YOU REMEMBER

- » Readers deserve true skin tones, balanced color and optimal contrast.
- » Our plant experts pass a color-hue perception test conducted each year so what they see on screen is as close as possible to what prints.
- » With Fuji, we developed proprietary facial-recognition and color-enhancement software calibrated to specific settings for our presses.
- » This white-glove service is the hallmark of who we are, and we include these enhancements as a part of your agreement.









SOME YEARBOOKS CAN Have **one deadline**.

KEY PROGRAM Overview

If you have a small school, yearbook club or are volunteered (or volun-told) to help coordinate the yearbook, sit back and relax. We will help you take care of everything by making the process easier and less stressful. We offer affordable pricing with a simple, one-deadline setup and hundreds of options to create the book you want.

THE SPECS:

TRIM SIZE: 8¹/₂" x 11" only

PAGE LIMITATION: 16 to 124 pages in 4-page increments

COPIES: Minimum order 50 copies

ENDSHEETS: White only

BINDING:

Saddle-stitched binding (<52 pages) Perfect binding (>56 pages)

PAPER STOCK: 80# gloss paper included; additional

options available
SUBMISSION:

Our online platform eDesign, with Canva & Google Drive integration

COVER OPTIONS:

Schools can offer soft and hard covers or both, so the buyer can choose.

Herff Jones is the only company to provide schools the option of offering both soft and hard covers, as an affordable option for purchasers.

PROOFS: Self-proofing program in eDesign

ONE DEADLINE:

All materials — pages, cover design, number of books to order and personalization — are due at the same time. All deadlines are Mondays, and books ship four to six weeks depending on desired delivery date.

SHIPPING: Ground shipping included

THE PERKS: INTUITIVE SOFTWARE:

Our online software, eDesign, is easy to use, even for beginners. This one-stop, drag-and-drop wizard gives you access to templates and graphics, with unlimited photo storage and easy portrait flow capabilities Plus, with Canva & Google Drive integrated, designing a yearbook has never been easier.

SALES SUPPORT:

You're here to make a yearbook, so if the business side of it isn't your thing, we'll help you sell yearbooks. We supply a strategic email campaign, a user-friendly online order site and posters, fliers, banners and signs to remind folks in school to buy. Plus, discount codes and payment plans are available when using Yearbook Order Center.

PHOTO SHARING:

You don't have to be everywhere. Let parents, school staff, student, and online community contributors — truly, anyone with a camera or phone — submit photos online or through our app. Our eShare takes the pressure off you and allows the whole community to help. We can accept portraits for virtual students too!

ADVISER SUPPORT:

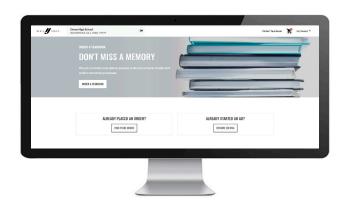
In addition to your local representative, Herff Jones Tech Support and your Customer Service Adviser at the plant are available to answer your questions via phone or e-mail. We are also proud to offer a summer yearbook camp and fall workshop for student and adviser training.

CUSTOM COVER:

The eDesign Catalog is home to our growing array of Book Styles. These covers, templates, mods and art groupings include carefully matched fonts and color palettes. Or, let us handle the heavy lifting with more than 100 predesigned cover options.

QUALITY PRODUCTION:

The quality-focused employees in our plants find joy in making your book as beautiful as possible. In the four-to-six week production cycle, they'll color correct every photo, create your soft or hard cover and carefully assemble the full-color book.



YEARBOOK ORDER CENTER

HANDLING MONEY, LOGGING ORDERS, DEALING WITH BOUNCED CHECKS? PUT THAT ALL BEHIND YOU.

MAKE BOOK SALES EASIER THAN EVER BEFORE.

- » Total control: See every book or ad sale in real-time using your eBusiness portal. Set up pricing, start and end sales, and run reports – everything works together.
- » Flexibility: Choose to sell completely online, or combine in-school sales with online orders.
- » Promo Codes: Provide discounts and special promotions using discount codes. Turn them on and off with a click.
- » Payment Plans: Give parents the option of three monthly installments for book and ad sales. They make the choice when purchasing online and the payments are automatically withdrawn.
- » Marketing Tools: Let us help you make sales with our Sales Assist email marketing program, Send and Sell and free promotional materials.
- » Peace of Mind: Yearbook Order Center's dedicated customer support team ensures assistance is just a call away.

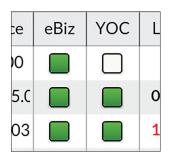
SOMETHING THIS ESSENTIAL COULD ONLY BE DEVELOPED BY HERFF JONES.

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SALES SIMPLIFIED

SALES SUPPORT



GOING ONLINE

- Once you click "eBiz," your in-school sales campaign is active.
- » Once you click "YOC," your online sales activities are live.
- » Parents may bundle their purchases to buy books and ads at the same time with a credit card or by calling the toll-free number.

SETTING UP PACKAGES

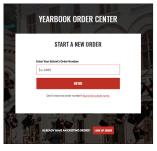
Setting up packages is quick and easy. Enter your sales information, click save and the sale is live. You can even give the packages school-specific names.

ACCEPTING PAYMENTS IN SCHOOL

You can also accept partial payments in school and process them on the "Make Payments" tab. You may print receipts for every transaction and run reports for those who need to make payments. If you choose to accept partial payments, eBusiness allows you to enter each payment, receipt it, date it and keep track of it.

REPORTING FLEXIBILITY

- » Quickly gain a budget update in the reports section.
- » Track packages purchased, the date, the total cost, the individual confirmation number and item description displayed on one screen.
- » Export an Excel file or a PDF at any time for your business team to use in targeted promotional efforts.



FULLY INTEGRATED

- All sales appear in your eBusiness dashboard in real time.
- » Combine in-school sales with online sales if you wish.
- » Our customer support call center answers questions and processes payments over the phone.
- Watch your book sales soar as parents conduct secure transactions.



GET THE WORD OUT

- » Sales posters let students, teachers and parents know it's time to buy a yearbook.
- » "Last Chance" card reminds students to buy a book before it's too late.
- » "You're in the Yearbook" card shows students the pages of the yearbook on which they appear.



REMAIN TOP-OF-MIND

Lawn signs grab attention when placed alongside roadway approaches, school entrances and parking lots. Vinyl banners can be hung anywhere students and parents gather because they are weatherproof.

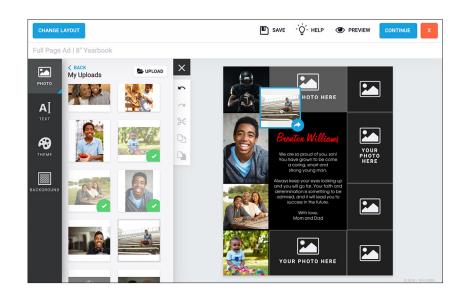
DISCOUNT CODES

Set discount codes in eBusiness and run special sales throughout the year. You're in charge stop and start sales at any time and choose the length of your promotion using the eBusiness dashboard.



PAYMENT PLANS

Herff Jones has partnered with PayPal to provide not only the safest transactions possible but also Pay in 4 payment plans. Through this free service, customers will have the flexibility of breaking payments into four installments. And it's all handled through their PayPal account.



ONLINE AD CREATION

PARENTS SUPPLY THE MEMORIES. ADVISERS CONTROL THE ADS.

SELLING AND COMPLETING YEARBOOK ADS CAN BE SO MUCH EASIER.

- » **Save time:** The buyer is responsible for all images, text and design. You place the finished ads in your book.
- » Stop collecting: All payments are made online at checkout. No need to follow up on late checks or write receipts.
- » Maintain control: You set the fonts, colors and templates so there are no design surprises. The styles you create make it easy for parents to make beautiful ads.
- » Improve accuracy: No need to worry about name spellings or choosing a dominant photo. It's all up to the buyer.

SOMETHING THIS HELPFUL COULD ONLY BE DEVELOPED BY HERFF JONES.



SIMPLIFYING THE PROCESS

We answer the calls and questions, so you don't have to.

We take online and phone orders.

We process payments.

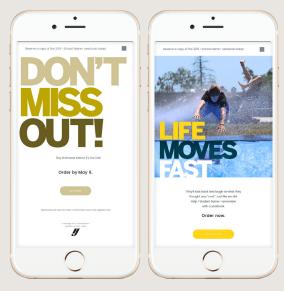
We follow up on delinquent checks as necessary.

Best of all, it's included in the base price of your book. Putting the yearbook together is enough work, so let us help you with the business side.

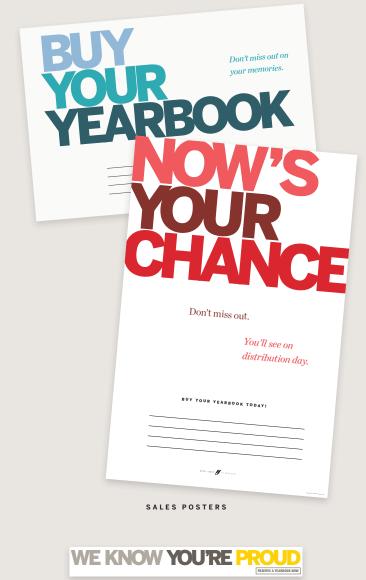
Our online accounting tool, eBusiness, collects your online, phone and in-school book and ad sales in one database.

That makes generating and printing reports to check and share your budget status as easy as a click.

Find out more at herff.ly/sales-assist.



EMAIL CAMPAIGN



WEBSITE GRAPHICS

"Sales Assist allows me to breathe easy, knowing I don't have to be responsible to send out reminders for purchases. I love the feature that sends a message to the families until they buy a book then stops once they have purchased. It's genius!"

MICHELLE HAMON

IRON HORSE MS • CALIFORNIA

"Something is working with the email blasts this year. Our sales have been going extremely well. Each email seems to be generating a spike in book sales. Our sales have grown by 30% during the last four years."

BRIAN HASSEL

DOWNINGTOWN WEST HS • PENNSYLVANIA

WHAT'S INCLUDED

Sales Assist is a **targeted email campaign** that has helped many schools increase book sales. The campaign begins in August, but you can begin whenever you wish. When you enroll, and your set-up is complete, you will be included in the next scheduled send. Once parents make a purchase, they are excluded from future messages about book sales.

Your kit includes a starter set of **sales posters** to remind students books and ads are on sale. Once you've depleted those, order more posters online at YearbookDiscoveries.com.

For your school's website, we provide campaign-branded **website graphics** in eBusiness under Setup Sales. Give these to the webmaster with the request for them to link to your specific home page.

Follow this formula to format the URL correctly: yearbookordercenter.com/ index.cfm/job/XXXX. Replace the XXXX with your job number.

IT'S ABOUT TIMING

Since yearbook staffs start their marketing efforts at different times, we were careful to design our campaign to work with what you already do on your campus. The program includes an entire series of email messages and a complete calendar to help you plan. The campaign highlights a few key points in the year:

LATE OCTOBER

Messaging references dressup days because those are so popular with kids.

MID-DECEMBER

To align with winter breaks, the message reminds parents that yearbooks make great gifts.

MID-FEBRUARY

We all know, "A yearbook is a love letter a school writes to itself," so we share the love on Valentine's Day.

EARLY MAY

For late-spring shippers and last-minute buyers, messages remind parents that the school year is winding down — as is their chance to buy a yearbook.

We're ready to start when you are. The campaign begins in August and runs throughout the school year. It's so flexible you can enroll any time, and you will be included in the next available send. Set-up takes about a week.

Find the full list of dates at herff.ly/sales-assist.

We've got you covered.

WE RESPECT YOUR PRIVACY

es not seek to access your parent or student information. Rather, we provide a h you can easily and unobtrusively promote yearbook and ad sales to generate We simally accode the method.

INCLUST ADDRESS SUBJECTS
IN SEARCH STATEMENTS
IN STATEMENT

wing physical and email addresses allows <u>advises</u> (not Herlf Jones) to promote yearbook sales to parents when their students appear in the book through postcards and ensails they generate

PRIVACY IS NOT A PROBLEM

Herff Jones uses strict procedures and safeguards to protect the privacy of all personal information. Find our **privacy commitments** at herff.ly/FERPA for the United States or herff.ly/PIPEDA for Canada.

As our valued customer, we simply supply the method by which you can routinely send emails to parents. You stay in control of the campaign and the information.

ONLINE SALES

Our email campaign drives traffic to our easy-to-use online order site, **YearbookOrderCenter.com**, as well as our toll-free number, **866-287-3096**, if buyers prefer to speak to the fine folks in our Kansas City printing facility.

To enroll in the campaign, please provide parent email addresses. Mailing addresses are optional. Go to herff.ly/sales-assist for directions.

An alternate program, Send and Sell, is available in eDesign for schools that want to send their own email campaigns for book and ad sales or make yearbook-related announcements.

Orders for ads and books made either online or by phone are processed in real time, so your information is always current.



WE RESPECT YOUR PRIVACY

Herff Jones does not seek to access your parent or student information. Rather, we provide a secure method by which you can easily and unobtrusively promote yearbook and ad sales to generate revenue.

We simply provide the method. Herff Jones does not access, share or use the information whatsoever.

HERFF JONES DATABASES

We support your yearbook adviser by providing two proprietary databases: One in our online yearbook creation program eDesign[®] and one in our online accounting program eBusiness.[®] These databases are not used by Herff Jones. We **host** them to make your adviser's and bookkeeper's jobs easier because the information entered into the databases facilitate inclusion in and accounting for the yearbook.

INFORMATION REQUESTED

Your yearbook adviser will request an electronic file including:

- Student name, grade and home mailing address
- Parent email address

Herff Jones does not access this information.

USE OF INFORMATION

Having student name and grade allows **advisers** (not Herff Jones) to:

- Cross-reference official spellings of students' names for portrait, group, team and candid photos.
- Reduce the misspelling of names and the misidentification of students.

Having physical and email addresses allows **advisers** (not Herff Jones) to:

• Promote yearbook sales to parents when their students appear in the book through postcards and emails they generate.

Entering the requested information in the databases allows **parents and guardians** to:

- Conduct online orders faster by selecting names from a pre-populated list.
- Have Yearbook Order Center employees (at 1-866-287-3096) find their information faster from the database, if they prefer phone ordering to online ordering.
- Enjoy faster service should they have questions or problems with their orders.

The information allows Herff Jones to:

- Perform normal business operations, such as following up on delinquent checks so you don't have to.
- Apply all payments received online to your deposits and final invoice, reducing the amount of the checks you send us.
- To investigate complaints and protect visitors, in compliance with the law.

COLLECTION OF INFORMATION

Collection of information is usually grouped into two categories: *Personally identifiable information* and so-called 'aggregate' information. *Personally identifiable information* is any information which a school adviser, business officer or administrator has entered into Herff Jones' online databases or page creation software which is associated with a specific, potential user of our site (such as a name or address).

Herff Jones does not access, share, sell or otherwise use any information entered into its databases. These databases are simply **hosted** for schools for their record-keeping and contact purposes. Your adviser controls all information, and no Herff Jones employee will access it unless requested through a technical support request. An opt-out option appears on all adviser-generated emails.

We do not collect information about how individual visitors use our site (such as visitors' likes or has purchased certain merchandise), nor do we use information entered by a purchaser or entered by a school for any additional, future purpose. Herff Jones claims no ownership of the information and has no subsequent use of the information after the production year of the yearbook. Your adviser can always edit or delete information.

ADDITIONAL ADVISER SUPPORT



PORTFOLIO

Our pride-and-joy publication shows off nearly 500 staffs' best work to provide ideas and inspiration.



EXPERT NETWORK

We work with amazing advisers, students and reps all over our international network. We are also proud to claim more National Yearbook Advisers of the Year than any other printer. Many of our top-notch advisers teach local, regional and national workshops over the summer and during the school year, represent Herff Jones at our booths at conventions and even lead one-on-one appointments with staffs looking to improve.



PLUG-AND-PLAY LESSONS

Divided into the major topics of yearbook instruction, *How to Yearbook* is a 12-booklet resource that helps you meet students where they are. We provide everything needed to teach yearbook to any level of staff.



O N L I N E C U R R I C U L U M

We provide customizable online files to suit your goals, schedule and students. The content is organized into 12 topics and coordinates with the printed curriculum, giving you a dynamic duo of resources.



SCOPE AND SEQUENCE

This document is meant as a suggestion of how you can proceed through the curriculum. We leave the pacing and time spent on each unit to you.



TECH CURRICULUM

In addition to our vast library of how-to videos, the online eDesign curriculum engages students with tutorials and practice activities. Guided notes reinforce learning and provide an opportunity for grading.



SUPPORT FOR ADVISERS

Yearbook never stops, and neither do we. Our customers receive weekly Adviser Assistance emails packed with timely information, lesson plans, checklists and relevant links. We make sure you never yearbook alone.



FOLIO MAGAZINE

Our magazine showcases all aspects of managing a yearbook program. Each issue is filled with tips, advice and ideas to aid in planning and production.



HOW TO YEARBOOK

THE HJ WAY

- » Comprehensive: Your guide to every aspect of yearbook creation, even if you are a new adviser.
- » Flexible: Mini-lessons and projects come in three levels to meet students where they are.
- » Powerful: Easy-access digital classroom includes companion handouts, presentations, lesson plans and quizzes.
- » Current: Written for 21st century learners and filled with examples created by staffs from all over our international network.



- » Consistent: Weekly emails for our advisers mean they are being supported throughout the year with timely information, lesson plans and reminders.
- » Intuitive: YBK Essentials slideshows allow advisers to learn and then teach the yearbook basics without reinventing anything.
- » Supportive: Our representatives are laser focused on supporting new advisers. We know it's a difficult transition, and we are equipped to meet your needs.

YOUR HJ MARKETING KIT

- » Delivered to your school every year, the kit provides you with the resources to get started in every aspect of yearbook: basics, design, production and sales.
- » The kit includes book sales flyers and posters, design posters, including coverage ideas, sales kit, wall calendar and poster - and so much more.
- » PDF versions of all contents are available at yearbookdiscoveries.com for no additional cost!









- » All resources available at herff.ly/ybk-recruiting
- » Web page dedicated to yearbook recruiting
- » Emphasis on skills-based, collaborative learning
- » PowerPoint with speaker's notes
- » Certificates, postcards and more available
- » Forms and other resources to get recommendations and applications
- » Social media badges to spread the word

REAL WORLD ONE CLASS: RBOOK



YEARBOOK DISTRIBUTION DAY

- » Event planning: Party ideas and a master plan.
- » Alternative plans: Step-by-step help for planning all kinds of delivery scenarios - socially distanced to traditional.
- » Examples: Get inspired by other schools' videos.
- » Preparation: Ideas for selling your books as well as ready-for-anything checklists.
- » Social Media: Student-relevant badges and messages to help you spread the word.

- » YBK Day materials: Balloons, pens, posters and more - all available for order.
- » Go to herff.ly/ybk-day to find everything you need.





SAVE THE DATE IT'S YEARBOOK WORKSHOP TIME

ALL IN:

Herff Jones Virtual Summer Workshop

Wednesday, July 13 - Thursday, July 14 Free for Virtual Option Live-streamed from Nashville, TN Lipscomb University All Schools Welcome *Registration opens in April*



LOCAL WORKSHOPS

YearbookVA

Tuesday, July 26 - Thursday, July 28 Friday, July 29: Cover Artist Appointments Westfield High School in Chantilly, Virginia \$225.00 per participant More information to be provided in coming months at novayearbooks.com/events

YBKNVA Fall Workshop

September (Two Days: TBD) Thomas R. Fulghum Center at Chesterfield Career and Technical Center Staff workshop training; in-person cover artist appointments with our Kansas City Art Department Adviser only training; in-person cover artist appointments \$30 per participant for staff workshop training day. Adviser only training day is free.

SUSTAINABILITY & THE PLANT

YOU DO THE INTERVIEWS. YOU TAKE THE PHOTOS. YOU DESIGN THE SPREADS. WE TURN THOSE INTO A KEEPSAKE STUDENTS WILL REACH FOR AGAIN AND AGAIN.

WHEN WE SAY BOUND BY HERFF, WE KNOW THE QUALITY-OBSESSED EMPLOYEES IN OUR PLANTS MAKE THAT COMMITMENT COME TO LIFE.

PLACES THIS MAGICAL COULD ONLY BE THE HOME OF HERFF JONES.



Take a virtual tour of the plant. Visit herff.ly/plant-tour.

- All non-embedded images in a Herff Jones book pass through ColorPlus™ for individual enhancement.
- We run a 10-color Komori, 8-color Komori and two 8-color Heidelberg presses.
- Installed leading-edge bindery equipment in 2017.
- We use only chain-of-custody stock, tri-certified by the Forest Stewardship Council.
- » Award-winning environmental practices include exclusive use of vegetable-based inks for printing, natural corn starch as press powder and organic, renewable bindery glue.



TRI-CERTIFIED PAPER LEARN MORE ONLINE:

herff.ly/yearbook-sustainability herff.ly/sustainability



YOUR CSA

Our reps are the best in the business. And, behind them are caring, trained, friendly and do-anything-for-you customer service pros. Ask anyone. You'll see. Your rep is your local contact, and your customer service adviser works in the plant shepherding your pages through production.



COVER ARTISTS

» Our artists bring your ideas to life. They work from written instructions or collaborate with you in an online design session or at local design clinics. Want to see something cool? Watch one of our artists create a cover from scratch at herff.ly/speeddesign.



RECYCLING IS A START

- » We recycle more than 2,150 tons of paper annually.
- » We recycle more than 200 tons of aluminum per year.
- » Used toner cartridges and computers are recycled.



TECHNICAL SUPPORT

Our certified technical support advisers assist you over the phone, by email or even through online chat. They can log onto your computer remotely to walk you through the necessary steps to correct whatever issue you are having. No question goes unanswered, nor does any call.

WE'VE GOT YOU **COVERED** TAKE YOUR COVER TO THE NEXT LEVEL



CUSTOM COVERS

With Herff Jones, we want to make your design possibilities limitless. With your theme idea and design inspiration in hand, we make sure to check your budget before you set your heart on a specific cover upgrade.

3



FOILS

Foil has been around for a long time, but creative applications mean it never gets old. Especially in small doses, foil is very in vogue.

COATINGS AND APPLICATIONS

Our listing of coatings, like gloss UV and glitter UV, has never been longer. Mix two for more pop. Did you know we have photo-sensitive and glow-in-the dark, too?



INSIDE THE BOOK

There's plenty of room for "wow" inside your book, too. Schools love vellum tip-ins and spot gloss UV on pages. Bling never gets old when you're celebrating.

/||

COVER DESIGNS

category for getting

impressive results.

You can design your own cover or choose one of our pre-designed covers in the eDesign catalog. The Catalog is filled with resources: Book Styles include covers and templates to fill an entire book. Custom covers are always an option. **Design your own in eDesign or make an appointment with one of our talented cover artists**.





NOW AND FOREVER

A LIFETIME GUARANTEE TO REPLACE A STUDENT'S YEARBOOK SHOULD IT EVER BECOME LOST, DAMAGED OR STOLEN.

NO ONE HAS TO WORRY ABOUT BEING WITHOUT A YEARBOOK, OR MEMORIES, EVER AGAIN.

- » One-time fee: \$6.99USD covers the digital file storage cost.
- » Printing cost: The printing costs for the replacement book are provided at a discounted level.
- » Same book: The contents of the replacement book are the same as the original book. Manufacturing techniques and materials may vary. See terms and conditions.
- » One-call solution: Students or parents just need to place one call to Herff Jones, and the book replacement process is complete.

SOMETHING THIS REASSURING COULD ONLY BE DEVELOPED BY HERFF JONES.

YEARBOOK **SAFE**



NATIONAL AWARDS

BOUND BY HERFF

ACHIEVEMENT. RECOGNITION. EXCELLENCE.

		HJ	Total
48%	Crown finalists	30	63
32%	Gold Crowns	6	19
45%	Pacemaker finalists*	29	64
29%	Pacemakers*	8	28
51%	Books on both lists	19	37
44%	Total books honored	40	90

CHOSEN BY THE BEST

National award-winning yearbook staffs choose Herff Jones as their printing partner. When the lists are revealed each year, many Herff Jones schools celebrate.

Our unmatched print quality complements the passion and creativity of dedicated staffs, and a shared focus on education makes yearbook a real-world, critical-thinkingskills experience for students.

Schools that choose not to compete benefit from the same attention – because, with Herff Jones, yearbook just means more. RECOGNITION EARNED BY 2020 YEARBOOKS

- GOLD CROWN PACEMAKER WINNER
- SILVER CROWN PACEMAKER FINALIST
- The Marquee | A.W. Dreyfoos School of the Arts | West Palm Beach, FL
- Reflections | Brighton HS | Brighton, CO
- The Stinger | Brookville MS | Lynchburg, VA
 - The Crusader | Castle Rock MS | Castle Rock, CO
- Odyssey | Chantilly HS | Chantilly, VA
- Golden Images | Chaparral HS | Parker, CO
- Lion's Roar | Christ Presbyterian Academy | Nashville, TN
- Tesserae | Corning-Painted Post HS | Corning, NY
- Traditions | Del Norte HS | San Diego, CA
- La Cresta | Desert Ridge Jr. HS | Mesa, AZ
- Ingenium | Greenfield Jr. HS | Gilbert, AZ
- Arbutus | Indiana University | Bloomington, IN
- Wingspan | James Enochs HS | Modesto, CA
- The Quest | John Champe HS | Aldie, VA
- Rambler | Ladue Horton Watkins HS | St. Louis, MO
- Red & Black | Lawrence HS | Lawrence, KS
- Priam | Longmont HS | Longmont, CO
- Caledonia | McLean HS | McLean, VA
- Pantera | Mead HS | Spokane, WA
- La Vista | Mountain View HS | Mesa, AZ
- Epilogue | Palmer Ridge HS | Monument, CO
- Pawesehi | Parkway West HS | Ballwin, MO
- The Hawk | Pleasant Grove HS | Texarkana, TX
- The Prowl | Powell MS | Littleton, CO
- Peerage | Prince George HS | Prince George, VA
- The Prince | Princeton HS | Princeton, NJ
- Pilot | Redondo Union HS | Redondo Beach, CA
- Genesis | Rock Ridge HS | Ashburn, VA
- Concolor | Ruben Dario MS | Miami, FL
- Eagle Eye View | Sierra MS | Parker, CO
- Summit | Smoky Hill HS | Aurora, CO
- Indian Legend | Stafford HS | Fredericksburg, VA
- Helios | Sunny Hills HS | Fullerton, CA
- Tiger | Texas HS | Texarkana, TX
- Techniques | T. Jefferson HS for Science and Tech | Alexandria, VA
- Jamboree | **Toby Johnson MS** | Elk Grove, CA
- Trillium | Trumbull HS | Trumbull, CT
- Crag | Turner Ashby HS | Bridgewater, VA
- Cayuse | Walnut HS | Walnut, CA
- The Scrapbook | Westfield MS | Westfield, IN

* ACP has not yet announced college and university Pacemaker Finalists or Pacemakers.

LOCAL AWARDS

BOUND BY HERFF

ACHIEVEMENT. **RECOGNITION.** EXCELLENCE.

STATE AWARDS

The Virginia High School League Publications and Multimedia Evaluations took place on October 16, 2021.

The VHSL Trophy Class is the highest award distinction. The VHSL evaluates and ranks yearbooks using established criteria and does not judge them against other publications in determining its awards.

The North Carolina Scholastic Media Association announced its winners in August of 2021.

All-North Carolina is NCSMA's highest rating. All-North Carolina media demonstrate excellence in all areas of journalism, combining effective writing and design with broad and diverse coverage.

Tar Heels, the highest honor, are awarded to select student media from the All-North Carolina class.

RECOGNITION EA	RNED BY 2021 YE	A R B O O K S
VHSL Trophy Class		
School	Publication	Adviser
Massaponax High School	Glances	Megan Marshall
Mechanicsville High School	Equus	Meghan Moore
Midlothian High School	Trojan	Tim Johnson
VHSL First Class		
Clover Hill High School	Ducemus	Katie Kilby
Courtland High School	Tracks	Brian Lamb
Hanover High School	Aerie	Devin Ryan
Prince George High School	Peerage	Chris Waugaman
Stafford High School	The Indian Legend	Linda Arney
Maggie Walker Gov. School	Interstellar	Michael White
VHSL Second Class		
Manchester High School	Memoir	Teresa O'Brien
NCSMA All-North Carolina		
School	Publication	Adviser
First Flight High School	Shorelines	Steve Hanf
NCSMA Tar Heel Award		

First Flight High School

Shorelines

Steve Hanf



TAB 3 - OFFEROR QUALIFICATIONS, EXPERIENCE, RESUMES & FINANCIAL CAPACITY



MORE INFORMATION CAN BE FOUND WHEN CLICKING ON ITEMS FORMATTED AS **THIS** AND **THIS**.

a. Describe the 'mission' of your company as a "Memory Book Provider". Include information addressing how, over the past year, your company has focused on this mission, giving a specific and detailed account addressing stability, reliability, and robustness;

WITH A MISSION TO INSPIRE ACHIEVEMENT AND CREATE MEMORABLE EXPERIENCES FOR YOUNG PEOPLE, VARSITY BRANDS ELEVATES THE STUDENT EXPERIENCE, PROMOTES PARTICIPATION AND CEL-EBRATES ACHIEVEMENT THROUGH THREE UNIQUE BUT INTERRELATED BUSINESSES: HERFF JONES, A VARSITY ACHIEVEMENT BRAND; BSN SPORTS, A VARSITY SPORT BRAND; AND VARSITY SPIRIT.

Together, all three promote personal, school and community pride through customizable products and programs to elementary and middle schools, high schools and colleges/universities, as well as church organizations, professional and collegiate sports teams and corporations. All are a part of the recognition, motivation and education that is rooted in our DNA and nurtured by our history. Our business has always been about people. That's why we exist. It's who we are.

Over the past year, when our people faced unprecedented challenges Herff Jones Yearbooks provided quick adjustments to our traditional service and training while providing content to support the yearbook production process. Support included:

- Virtual appointments with yearbook classes to be active participants in the yearbook production process and celebrate successes throughout the year.
- 121 Content Creator Ideas to find worthy topics to pivot to when normal happenings radically changed.
- 121 Google Pre-Built Forms to help collect content remotely to ensure the entire school community was featured.
- 18 Pages of Ready Made Content provided FREE to schools to replace content that expectantly didn't happen.
- Pivot Project Live enlisted long-time advisers to discuss topics like building a culture when you're not face to face fulltime (or at all!), getting great photos from a distance, reinventing your ladder, and how to complete a portrait section with no in-school portraits.
- Online curriculum for both journalism and eDesign to help advisers train their staffs while teaching 100% virtually
- eShare Portrait Collection App/Website allowed parents to submit a portrait to include in the yearbook in place of official school portraits.

b. Provide company profile that shows the ability, capacity, and skill of the offeror, their staff, and their employees to perform the services required within the specified time;

Herff Jones, LLC is a Limited Liability Company, incorporated under the laws of the State of Indiana on April 23, 1985. The principal offices of the company and its administrative headquarters are located at 4501 West 62nd Street, Indianapolis, Indiana 46268; telephone number (317) 297-3740. The Federal Identification number is 35-1637714. The Dun & Bradstreet number is #13-958-1276. The business was founded in 1920 in Indianapolis, Indiana as a manufacturer of insignia-type jewelry. The main business of the company is the manufacture and sales of scholastic recognition and motivation awards including class rings, graduation announcements and accessories, yearbooks, caps and gowns, diplomas and diploma frames.

The company currently has approximately 1,452 active employees and 400+ sales representatives, most of whom are independent contractors, and operates in 6 locations throughout the United States. The officers of the company include: Jeff Blade - President, Burton Brillhart – Chief Legal Officer, General Counsel. Chief of Staff & Secretary, Ken Moore – Chief Technology Officer and Senior Vice President and Andrew Checketts – Senior Vice President, General Manager – K-12. Herff Jones pays all vendor invoices from its headquarters location in Indianapolis. A few significant vendors and credit references are as follows:

MORE INFORMATION CAN BE FOUND WHEN CLICKING OF ITEMS FORMATTED AS **THIS** AND **THIS**.

Dedicated Converting Group Inc.

Contact: John Skelton 155 10th St Plainwell, MI 49080 P: (269) 685-8430 Email: jskelton@ dedicatedconverting.com

Ecological Fibers Inc.

Contact: Chris White / Vicki Losey 40 Pioneer Drive Lunenburg, MA 01462 Email: cwhite@ecofibers.com; vlosey@ecofibers.com

WR Cobb

Contact: Mary White 800 Waterman Avenue East Providence, RI 02914 P: 401-467-7400 ext. 2223 Fax # 401-647-6152 Email: mew@wrcobb.com

Universal Engraving Inc.

Contact: Danice Kolasa 9090 Nieman Rd Overland Park, KS 66214 Fax: 913-599-1963 Email: DKolasa@ueigroup.com

One Point

Contact: James Basch 1047 Broadway St P: 765-644-3959 ext 139 Anderson, IN 46012 Email: jbasch@startatonepoint.com



c. Provide resumes of the proposed staff who will be providing these services;

DENISE MILLER RESUME

HERFF JONES YEARBOOKS

SALES PARTNER 2006 - PRESENT

- Train and coach advisers and staffs at over 100 schools in Central Virginia
- Teach on-campus lessons in theme development, coverage, photography, design, sales, and marketing
- Facilitate editors' decision-making while fostering student
 leadership
- Mentor new advisers through all aspects of the job, including book and ad sales, staff recruitment and retention as well as productive relationships with administrators
- Present sessions at local, regional and national scholastic journalism conventions

CERTIFIED JOURNALISM EDUCATOR, JOURNALISM EDUCATION ASSOCIATION 2016 -PRESENT

VIRGINIA TEACHER, CERTIFICATION 7-12 ENGLISH, ENDORSEMENT IN JOURNALISM

 Prior teaching license in the State of Virginia to provide lessons and guidance to yearbook classrooms, while also meeting state standards for lessons/objectives.

HJ SUMMER CAMP DIRECTOR, 2016 - PRESENT

 Run a local journalism camp designed for intensive yearbook training and staff development. Attended by 200-225 yearbook students and advisers annually. Held at Westfield HS, Fairfax, VA July 20-24, 2020

YBKNVA WORKSHOP DIRECTOR, 2006 - PRESENT

 Run a local journalism workshop for advisers and students designed to provide a crash course in yearbook training, staff development, and eDesign/technology training. Attended by 500+ yearbook students and advisers every fall. Held at Fulghum Conference Center, Chesterfield, VA

CURRICULUM COORDINATOR, GETTYSBURG YEARBOOK EXPERIENCE, 2010 - 2015

- Developed courses and recruited faculty for different strands of instruction
- Collected materials and provided hospitality for up to 30 faculty

YEARBOOK ADVISER, COLONIAL FORGE HIGH SCHOOL, 2003 - 2006

- Paid off a \$10,000 budget deficit as a first-year adviser
- Recruited and trained three sections of photojournalists each year
- Earned a Trophy Class rating from Virginia High School League three years in a row

YEARBOOK STAFFER/EDITOR/BUSINESS MANAGER

Summers County High School, Hinton, WV 1992 - 1996

EDUCATION

- West Virginia University, Morgantown, WV
- Master of Teaching in Secondary English Education, 2002
 Bachelor of Journalism, Concentration in Public Relations, 1999
- Minor Business Administration, 1999

NORE INFORMATION CAN BE FOUND WHEN CLICKING ITEMS FORMATTED AS **THIS** AND **THIS**.

d. Provide the length of time your company has been providing the products and services as required in the Scope of Services;

FOR OVER 100 YEARS, our mission at Herff Jones has been to elevate student experiences throughout the lifelong journey of education. Printing yearbooks, from elementary to university level, has been at the heart of our company since 1963.

Our products include class rings, commemorative jewelry, graduation regalia, and yearbooks, as well as motivation and recognition tools and resources. We partner with schools to create engaging campus environments and help commemorate and celebrate the education experience. As a part of Varsity Brands, which includes BSN Sports and Varsity Spirit, we are passionate about empowering today's students by encouraging participation, recognizing achievement, and building community and school spirit.

Together we can preserve and build on your school's culture and traditions with customized products and offerings that inspire students, capture experiences and celebrate achievements. It's why we're here. By your side.

e. Provide a copy of the offeror's latest audited financial statement;

HERFF JONES, LLC IS A PRIVATELY HELD ENTITY AND ALL FINANCIAL INFORMATION IS PRIVILEGED AND CONFIDENTIAL. (SEE PAGE 128 FOR TAB 9: APPENDICES FOR HJ FINANCIAL STATEMENTS).

Evidence of Herff Jones Financial Responsibility: D & B Number: 13-958-1276

Bank Reference: PNC Bank 101 W. Washington St. Suite 400E Indianapolis, IN 46255 (317) 267-7066 Ms. Tracy J. Venable Fax: (317) 267-6249 Email: tracy.venable@pnc.com

Bank of America Merrill Lynch Bank of America, N.A. 30 South Meridian St, Suite 800 Indianapolis, IN 46204 (317) 612-6647 Mr. Andrew Crask Fax: (317) 612-6661 Email: andrew.crask@baml.com

f. Describe your current presence in the Richmond Metropolitan Area and the average amount of time spent at each school under contract, include the following:

OFFEROR INFORMATION MORE INFORMATION CAN BE FOUND WHEN CLICKING ON ITEMS FORMATTED AS THIS AND THIS.

i. Number of staff:



DENISE MILLER
 Yearbook Sales Representative
 804.405.0809
 djmiller@herffjones.com



 JENNIFER GLADBACH Customer Service Adviser 800.255.6287 jlgladbach@herffjones.com

ANNETTE ROLLYSON
 Regional Sales Manager, Mid-Atlantic
 Herff Jones K-12 Division
 317.727.8242
 carollyson@herffjones.com



 MADISON PEHLMAN
 Customer Service, Yearbook Order Center 866.287.3096
 mcpehlman@herffjones.com

 KELLY CROUCH
 Vice President Yearbook E&P 985.373.7076
 kscrouch@herffjones.com

 TECHNICAL SERVICE ADVISERS 1.877.362.7750 techadviser@herffjones.com

ii. Organization and management;

THE YEARBOOK SALES REPRESENTATIVE WILL WORK WITH EACH SCHOOL'S ADMINISTRATOR, ADVISER, BOOKKEEPER, STUDENTS, AND PARENTS.

Schools working with Herff Jones will partner with the representative and the printing plant. The sales representative will assist in training your staff, implementing new computer software, brainstorming and selling ads and yearbooks. The school will work directly with the customer service adviser at the plant to answer any question about the progress and production of your yearbook pages. The school will work directly with the technical support adviser on technical questions regarding software and page production.

iii. Process of notification of problems from customer, customer problem escalation process;

SCHOOLS MAY CONTACT THE YEARBOOK SALES REPRESENTATIVE DIRECTLY BY CELL PHONE, EMAIL OR FAX.

Most questions or concerns are resolved through direct communication between the sales representative and the school yearbook adviser and/or the plant customer service adviser. If an issue arises that needs further attention, the area manager will be contacted. If the issue relates to production quality, the plant manager will be contacted.

iv. Availability of staff for technical and design support and problem resolution;

PLANT PERSONNEL

Contact via: Toll-free Number and Email

ITEMS FORMATTED AS THIS AND THIS.

Customer Service Adviser: Jennifer Gladbach is available to answer any question about the progress and production of your yearbook pages. A back-up CSA is always available if Jennifer is out of the plant for any reason.

Technical Support Advisers: Any adviser can assist you with technical questions regarding software, web-based programs and page production.

Yearbook Order Center Representatives: The Herff Jones Yearbook Order Center can assist parents with the purchase of their yearbook, enhancements, or ads by using credit cards, electronic checks/checks, cash payments. They can also assist the school with any yearbook sales campaign related questions.

YEARBOOK SALES REPRESENTATIVE: DENISE MILLER

Contact via: Email, Phone, Fax, In-person Service Visits, Virtual Service Appointments Available 24/7

You can count on Denise Miller throughout the year to assist in training your staff, implementing new computer software and web-based programs, in brainstorming and in selling ads and yearbooks, maintaining a budget, developing themes, hosting and attending camps and workshops, and providing celebration opportunities.

ELEARNING

Full video and document tutorials are available with the HELP and LEARN sections on myhjyearbook.com and hjedesign.com Additional support can be found on **yearbookdiscoveries.com** and @hjyearbook on **Facebook** and **Instagram.**

v. Average response time to customer inquiries via phone and e-mail.

SCHOOLS CAN EXPECT TO RECEIVE A RESPONSE BACK WITHIN 24 HOURS VIA PHONE AND EMAIL FROM THE SALES REPRESENTATIVE, CUSTOMER SUPPORT ADVISER, AND TECHNICAL SUPPORT ADVISERS.

If the sales rep or service advisers are out of the office or unavailable for any reason, there will be an out of office message with further instructions for how to receive help and when the adviser will be available again on both email and voicemail.

2021-2022 CUSTOMER LIST

INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 80-83.

2021-2022 CUSTOMER LIST

INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 80-83.

2021-2022 CUSTOMER LIST

INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 80-83.

2021-2022 CUSTOMER LIST

INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 80-83.



TAB 4 - REFERENCES



COUNTY REFERENCES

TERRI STAFFORD

Senior Procurement Officer Procurement Department Stafford County Public Schools staffordt/@staffordschools.net 540.658.6000

ROB AMMONS

Senior Programmer/Analyst Hanover County Public Schools *rammons@hcps.us* 804.365.4665

APRIL L. CONE

Senior Contract Officer Chesterfield County Procurement Department *conea@chesterfield.gov* 804.748.1834

ADDITIONAL REFERENCES

CHARLES STEVENS, Principal MEGHAN MOORE, Adviser Mechanicsville High School 804.723.2200 cestevens@hanover.k12.va.us mkmoore@hanover.k12.va.us

MATT CROSS, Adviser Short Pump Middle School 804.360.0800 macross@henrico.k 12.va.us HEIDI CRAFT, Director Center for Communications & Media Relations Varina High School 804-226-3139 hhcraft@henrico.k12.va.us

TIM JOHNSON, Adviser Midlothian High School 804.301.8394 *timothy_johnson@ccpsnet.net* KEVIN HOLLISTER, Adviser Tuckahoe Middle School 804.673.3720 kchollister@henrico.k12.va.us

CHRIS WAUGAMAN, Adjunct Professor of Journalism, Freelance Photojournalist & Graphic Designer, Web Developer Virginia State University 804.943.4962 *clwaug@gmail.com*

TESTIMONIALS

As an editor of both a middle and high school staff at various points, I've had lots of experience with yearbook company representatives, resources, and platforms.

On my high school staff, we've been using Jostens, however, I used Herff Jones for two years as a high school staff member and editor. While both companies have their benefits, I've found that I much prefer Herff Jones, especially for the resources it provides.

When Denise Miller was my representative from HJ, she constantly brought in digital and hand-held resources for the editorial team and whole staff. The portfolios and workshops helped guide the staff in the creation of our own yearbook.

Since using Jostens, I haven't been able to compile as many resources for my own inspiration or offering guidance to the staff. I still refer back to digital resources that Herff Jones had offered when I was in middle school, and I've even reached out to Ms. Miller with questions about resources since I've joined my High School's yearbook staff.

I hope to return to using Herff Jones for the user-friendly software, dedicated representatives, and opportunities for continued learning for advisers, editors, and staff. HJ is the right choice for high schools in Henrico.

Sincerely, Hailey Fisher Glen Allen High School Yearbook Editor"

GLEN ALLEN HIGH SCHOOL Hailey Fisher, 2022 Editor

To Whom It May Concern, As a veteran yearbook adviser with ten years experience, I have been honored to work with three different representatives, of whom Denise Miller is the most recent. Simply put, I will always choose to work with Herff Jones, primarily because of the quality service each representative has offered.

Bob Bouchard (1992-94) was outstanding because not only did he give excellent service, but when I needed more than he could offer, he also connected me with a fellow yearbook rep (who also worked for Herff Jones in a different district) who provided me with an excellent yearbook camp where my kids could learn and grow.

Jim Barbour, with whom I worked in North Canton, Ohio from 1994 -2001, also provided excellent service. He helped run yearbook camps for my kids, and he oversaw personally the submission of all spreads. We celebrated the submission of each deadline by going out for a steak dinner -- he gave me superb mentoring and leadership advice during these conversations, which led to a Pacemaker nomination for my students, followed by a Pacemaker two years after I left for Los Angeles -and in the process, Jim and I became lifelong friends.

I have the same regard for Denise Miller (2021 to the present), who in the midst of a difficult, rebuilding year is giving me the space and confidence to regrow our program after two years of Covid. Denise is always there to brainstorm and give me the support I need when I call for help, she has my back at the plant, and she has an excellent reputation at Stafford -- the previous adviser speaks of her in glowing terms.

What do all these Herff Jones representatives have in common? Professionalism. Outstanding service. Solid support.

I absolutely recommend Herff Jones and especially Denise Miller as your next yearbook representative. Quite frankly, although every yearbook company offers the same publication quality -- that's the little secret all experienced yearbook advisers know -- they don't offer the same quality of expertise in their advisers. Based on my experience, Herff Jones does.

I urge you to reach out to Denise Miller for a conversation about contracting with Herff Jones.

Sincerely, Steven

P.S. If you wish to talk further, please feel free to email me at denlingersl@ staffordschools.net or text me at 310.740.0753 to arrange a phone conversation."

STAFFORD HIGH SCHOOL *Steven L. Denlinger, Adviser*

Herff Jones has been amazing for our elementary school. Their customer service, flexibility, quality, and amazing resources don't even compare to another company we have tried. I'm a volunteer mom PTA member-their online trainings and super quick access to a live person for any help I need is essential-Denise and Caroline are always available. They are life savers! During Covid, they were always extremely flexible, proactive, and there for us to get to the finish line. Their design software is easy to use and gives us tons of premade art and templates to pop in. You can tell how much they care about the quality of their product and helping us every step of the way. You won't be sorry going with Herff Jones."

SPRINGFIELD PARK ELEMENTARY SCHOOL Christine Coffee, Sponsor

During my first year advising Denise talked me down from some stressful ledges. She's provided me a lot of information on how to work eDesign and how to be the best adviser I can be. My staff always feels like they have a list of things to do when she checks in on us about once a month - which I love! Denise has been my go-to person about anything and everything."

HANOVER HIGH SCHOOL Devin Ryan, Adviser

I just want to take a moment to express my gratitude to the Herff Jones team for making my job as a first year adviser, during a pandemic year at that, successful. I had multiple emails in my inbox offering assistance before I even knew I needed it, and the new adviser workshops were wonderful. Having them led by other advisers across the country was a powerful example of the strength of the Herff Jones platform.

Herff Jones' eDesign program is user friendly even for the novice user. Additionally, the instructional videos and worksheets that can be used in conjunction with eDesign put students on the right foot for successfully using the program.

Denise Miller and Caroline Mattox have also been irreplaceable. Their knowledge of the process, and willingness to answer "silly" emails from a new adviser made me confident in my ability and showed their true desire to help us produce an outstanding book. Responses to my emails always are exactly what I need, and I never have to wait long for a response. This is of course when I don't already have an email in my inbox answering the questions I didn't know I was going to have.

Last by not least, the support in this unprecedented year is remarkable. They have been flexible with due dates and the content creators and templates that were created by Herff Jones ensure that we have enough ideas to fill the pages that have unfortunately become blank due to virtual schooling.

Though I am only a first year adviser, I have little doubt that another company could provide me with more than Herff Jones does. I am so appreciative for the work of this company and my yearbook representatives."

THOMAS DALE HIGH SCHOOL Erin White, Adviser

When I agreed to take over as yearbook adviser I had no idea what I was getting myself into. While I did expect there to be a learning curve, I did not expect to feel so overwhelmed by the task of creating a book from scratch. As soon as the school year started, I realized that I was in over my head and had not prepared myself nearly well enough for the seemingly millions of tasks that are required to build a yearbook. That is where Herff Jones came in. Their support throughout each step of the process can not be understated. Each of the representatives that I have interacted with have gone above and beyond the call of duty. On multiple occasions, they have answered my frantic emails late into the night to give me advice or offer reassurance. I am so thankful to have had Herff Jones in my corner throughout my first year as an adviser, and I am looking forward to continuing to watch them grow in the future."

L.C. BIRD HIGH SCHOOL Madison Otey, Adviser

I enjoy working with Herff Jones because of their interest and dedication to each project. I know that Denise and her team take pride in the work of each of their schools and truly do everything they can to share, respond and support the people and schools they work with. I am a full time first grade teacher and without their help and guidance, I do not think I would be able to create such a fun and exciting yearbook for my school community. I really have appreciated their time when asking questions and looking for ways to solve problems quickly and efficiently. I've also enjoyed using the new programs and feel that they fit the times of our digital age. My contact information is Itate@ hcps.us or by phone at 804-723-2300."

WASHINGTON-HENRY ELEMENTARY SCHOOL Lindsey Tate, Sponsor

Thank you for meeting with me on several occasions and helping me make a better product. Even as a novice yearbook advisor, I understand the process better because of your assistance. I appreciate the follow up emails of production questions, and I value the work that goes into your effort of communicating with me throughout the yearbook process. Herff Jones is lucky to have you."

DINWIDDIE SENIOR HIGH SCHOOL Jaime Loving, Adviser As the yearbook coordinator for my school, I have been using Herff Jones for the last 8 years. I have found Herff Jones e-design to be a very easy program to navigate. There are so many help videos and tutorials available on the website. If I needed any help along the way, Denise Miller and other members of the Herff Jones team were always available to answer my questions. I have found Herff Jones as a whole, friendly and courteous. The finished product looks very professional. I would recommend Herff Jones to any school looks for a complete package vendor with an easy-to-use website and strong customer support."

POLE GREEN ELEMENTARY SCHOOL Kristen Gentry, Sponsor

Last year being my first year as a yearbook advisor, I was very nervous about what I was taking over, especially being a school year during COVID restrictions. Denise put my mind at ease. She or her team responds to all of my emails quickly, and always with a helpful answer. They have met with myself and my students via video call several times and I feel like I have a group that has our back. I have never felt alone in this task and I am truly grateful for that."

RAPPAHANNOCK HIGH SCHOOL Laura Thomas, Adviser

From my first interaction with Denise and Caroline, I could tell how professional and organized they were. Denise has been available to meet with me on multiple occasions to walk me through different steps in the yearbook process. Questions are answered quickly, and I always know that she is willing to help me any way she can. They have helped every step of the way - from uploading photos to working on cover art. Working with Herff-Jones has truly felt like a partnership in designing our yearbook. I highly recommend them. Our yearbook turned out beautifully last year and I can't wait to see what the final result looks like this year."

COOL SPRING ELEMENTARY SCHOOL Dona O'Dell, Sponsor

Denise has been a delight to work with this year. She has been extremely helpful and patient as I've navigated through putting together my kid's elementary school yearbook for the first time. With timely responses to numerous emails, she works with me to solve any of the difficulties I've faced throughout this process."

ECOFF ELEMENTARY SCHOOL Kelly Bedard, Sponsor

The purpose of this email is to let you know how highly I recommend Herff Jones for printing yearbooks and working with representative, Ms. Denise Miller. I have been the sole yearbook editor for my elementary school for over ten years. Last year, our school had to support a new yearbook company and my district chose HJ. Being in a pandemic and virtual (then hybrid) was challenging in itself but having to learn new computer software and processes was scary.

Additionally, I wasn't sure the best way to represent a year of this chaos. Ms. Miller and her associates were easily available and very patient in providing help and advice. I really liked having a much later due date so more of the school year's events could be covered versus the old company. Everyone was extremely pleased with the quality of the final copies and the whole transition.

This past summer HJ offered free summer training sessions to help school advisors learn updates to their software. The sessions were very helpful and offered a wide variety of lesson topics. Instructors were well trained and helpful.

Since I started working on this year's edition, Denise has been a huge asset. Working on the book alone has advantages and disadvantages, one being if I am confused on how to do something there is no one in my building to ask for help. HJ has a lot of videos, tutorials, and aids, but I am a visual learner. She quickly responds to emails I send and it is easy to set up personal appointments. Denise is always timely and not only listens to my questions but offers solutions. She will show me by logging into my account in real time but will also explain in detail what she's doing and help me transcribe the steps for future reference, if I don't want to use their help services.

She considers each question as valid, never making me, the customer, feel inadequate. I love her patience and hospitality. She always offers up advice of both what she would do as well as what other schools might be doing. I have taken her advice many times.

Just recently, I have met with her a couple times virtually and she has helped me immensely. It helps, too, because she has so much experience and computer knowledge. I couldn't make it without her.

In summary, I would highly recommend using Herff Jones and Ms. Denise Miller for your yearbook needs! The communication is frequent and prompt. Everyone is so helpful and they genuinely want you to create the best book to show off the accomplishments of your specific school's year."

CREEKSIDE ELEMENTARY SCHOOL Cheryl Hendricks, Sponsor

She always has answers, solutions, suggestions, and time for whatever I and my students need. She works through every situation with kindness and energy. She organizes a yearbook conference every year that is not only helpful but super fun. Most importantly, she is always available. Yearbook sponsor is for the most part a thankless job (only fellow yearbook people truly understand)), but she makes all the time seem manageable. Lastly, she is always looking for ways to brag on us - that is super appreciated."

JAMES RIVER HIGH SCHOOL Christopher Calfee, Adviser



SHORT PUMP MIDDLE SCHOOL 4701 Pouncey Tract Road • Glen Allen, VA 23059-5736 804/360-0800 Fax: 804/360-0808

March, 2022

To Whom It May Concern,

It is my pleasure to write this letter of recommendation on behalf of Herff Jones and Denise Miller, the Herff Jones representative. I began as a yearbook adviser the same year Herff Jones (HJ) began working with middle schools in HCPS to produce the yearbooks. Denise was, and has continued to be, an exceptional resource for learning and support.

In my first year, when I knew absolutely nothing about creating a yearbook, the HJ resources that were available saved me from wading in with zero knowledge and saved our school from having a poorly created yearbook. Denise was always available for a phone call or a school visit. She frequently visited during the yearbook class and worked with me and modeled techniques and ideas with students as I learned from her.

Over the time since then, my staff and I have been able to rely on Denise's expertise and support. She is there for us no matter what we need and always has the answers for us. Denise's communication with the printing plant and graphics teams have been critical to our success as a staff.

The HJ resources that are available to us at all times are incredible as well. The power of the edesign program we use for building our yearbook makes it fun and worth doing. Without those tools, we would struggle to create a high quality yearbook. Instead, using the HJ resources and programs, we have been able to produce books that get recognition on the national stage by being featured in Best Of publications and scoring First Class marks on critiques from the National Scholastic Press Association. Those school accolades could not happen without the resources and support that HJ provides.

Every year, our staff gets to attend HJ sponsored camps and workshops that help guide us and teach us. These workshops are led by the top journalism teachers in the country and they help fresh, new middle school students get excited about what they are doing, learn the proper techniques and terminology and create an amazing product that the student body loves. These workshops also empower these students as leaders and role models in the school. HJ has teaching tools, workshops and speakers and programs that extend beyond the yearbook class. We have been fortunate to experience some of that as well.

The past two years have been tough for everyone and producing a yearbook product during virtual learning was a difficult challenge. Herff Jones, as a company and as individuals in the company, recognized how difficult that challenge was going to be and were there every step of the way to support us with content, lessons and even a place to vent when needed.

An Equal Opportunity Employer http://www.co.henrico.va.us/schools



SHORT PUMP MIDDLE SCHOOL 4701 Pouncey Tract Road • Glen Allen, VA 23059-5736 804/360-0800 Fax: 804/360-0808

As much as Herff Jones does for its teachers and advisers, I think what speaks even louder is the lasting effect they have on the students. After producing four books, I now have former students who are yearbook staff members and editors at three different high schools in HCPS. I frequently get emails from those students asking for access to some of the HJ resources they used to have, or if I can help them produce something in the edesign program because they do not have access to the same quality of resources and online material. It is also worth noting that the schools in the surrounding counties that use Herff Jones are widely recognized through VHSL and national competitions and critiques.

In addition to the workshops, lessons and technical assistance HJ provides, they are also on top of our sales and invoices making sure we stay under our budget and do not find ourselves scrambling at the end of the year for the funds to pay for the yearbooks. We get constant updates on our pricing and the entire process is completely transparent from day one. I have always known exactly how much any additional features or extras will cost and how that impacts my overall price per book cost.

The ease of use of the HJ programs and the extensive library of lessons, materials and resources combined with the outstanding customer service and customer experience make Herff Jones an invaluable resource for schools to have.

Sincerely,

Matthew Cross Yearbook Adviser Short Pump Middle School

An Equal Opportunity Employer http://www.co.henrico.va.us/schools



Dear Sir or Madam:

Varina High School 7053 Messer Road Henrico, Virginia 23231 804-266-3139

Monday, March 14, 2022

I had the distinct pleasure of working with Herff Jones Yearbooks and Denise Miller for eleven years. In the fifteen years I served as the yearbook teacher/adviser at Atlee High School, the best years were when Denise was the sales representative. It is with great enthusiasm I recommend Denise to you as your yearbook rep. Denise's personality is delightful, and she has an abundance of knowledge to offer teachers and students. Denise's enthusiasm helped keep me and my staff

motivated, especially on that inevitable deadline where it often felt as if we could not go on.

Yearbook teachers run a small business. The best yearbook reps and companies must understand this and work with each adviser to customize goals and dreams. They must also understand that those goals and dreams change on a yearly basis. Not only did Denise and Herff Jones enable me and my staff to accomplish our goals, we were also able to reach for our dreams. As adviser to the Atlee *Legend*, we were honored to earn coveted awards, including two Silver Crowns from CSPA and a Pacemaker Finalist from NSPA – not to mention numerous trophy class ratings from VHSL. During my tenure as adviser, I felt it was my responsibility to ensure I constantly received the best value for my dollar. Through the dedicated research I completed, Herff Jones consistently remained my number one choice. Without fail, the company (and Denise) offered the best technology and customer service.

As most journalism teachers know, advising a publication is a stressful job. Denise, however, works to develop a rapport with the adviser and publication staff members. This rapport allows her to serve in a support role to both the adviser and the students by helping hold the students accountable for deadlines. During my yearbook advising years, Denise offered uncompromised customer service. She always responded quickly to e-mails and service calls, all while maintaining an excellent rapport with the students and advisers. Furthermore, the plant personnel were efficient, professional and knowledgeable. The technology advances the company makes each year continue to be cutting edge and several steps ahead of their competition.

One of the ways that Denise offers training to student journalists and teachers/advisers is through workshops and yearbook camps. Throughout the years, I have served on both workshop and camp staffs. This past summer was met with various challenges due to the pandemic, however, this challenge did not stop Denise. She and the team of Virginia yearbook reps hosted a virtual camp for schools from across the state. This determination to support schools to the best of her ability shows just how dedicated Denise is to her job. She even helped connect me to middle school journalism teachers in Henrico County so that I could share with their students about the media program at Varina at the Center for Communications & Media Relations.

Because of all these reasons and more, it is without hesitation that I recommend Denise Miller and Herff Jones Yearbooks to you for consideration.

Sincerely, Heidi Craft, *NBCT 2007, 2016* Director, Center for Communications & Media Relations

Mar 3, 2022

To Whom It May Concern,

My name is Kevin Hollister, and I am the yearbook advisor for Tuckahoe Middle School. This is my fourth year as the school's advisor, and I've appreciated Denise Miller's support and guidance every year.

Denise is constantly in touch with me throughout the year, checking on progress and offering suggestions. In addition, she has virtually "come into" my classroom several times to give brief tutorials, talk about the yearbook process, and help my staff successfully meet important deadlines. This was essential in helping the editors and staff in designing the yearbook and developing its 112-pages.

Although I came into the school year with some anxiety after a tumultuous 2020 and 2021, Denise eased all my worries and answered every question I had. She is always patient with me, responsive, helpful, and congratulatory over the progress my staff makes with the publication. Overall, I could not have asked for a better yearbook representative.

Denise has my highest recommendation; she's worked tirelessly to fulfill my every need during the yearbook process. If you have any additional questions, please feel free to reach me via email at <u>kchollister@henrico.k12.va.us</u>.

Sincerely,

Kevin C. Hollister



Mechanicsville High School

7052 Mechanicsville Turnpike Mechanicsville, Virginia 23111 804.723.2200 804.723.2202 (fax)

March 2, 2022

To Whom It May Concern:

It is with great pleasure to recommend Denise Reed and Herff Jones Yearbooks to be your next yearbook representative and publisher. Over the past 15 years we have worked with Denise, I have found her to be personable, very knowledgeable, and a joy to work with. She has a solid foundation in the yearbook industry and she is a very dedicated representative who will go above and beyond to assist her customers.

I have enjoyed a great relationship with Herff Jones Yearbooks for 22 years and would not consider any other publisher. They too have gone above and beyond to help our school as a customer. They provide additional training with workshops and have created a wide network of resources to assist any school. When it comes to publishing yearbooks, they are innovative and, in my opinion, the best company on the market to work with. The quality of their printing is exceptional. The people in the company as a whole I have found to be personable and they treat you like a person and a professional, not just another "number" on a sales contract.

Should you have any questions or would like more information about Denise Reed and Herff Jones Yearbooks, please feel free to contact me.

Energetically,

Miles Etto

Charles E. Stevens, Ed.S. Principal

March 1, 2022

To whom it may concern,

This is my second year working with Herff Jones for my school's yearbook. I was happy to have my supportive representatives help me through the process again this year. Last year, I was a brand new teacher, starting amidst a pandemic. I did not see the faces of my students until March of the school year because they were online. I was not the yearbook advisor for my school until late January of the school year when the previous advisor came into my room and handed over the materials and announced that she was leaving the teaching profession. I was on my own except for the few seniors that showed up to her class (now my class) to start the yearbooking process late in the year. I wouldn't have made it without a little more help.

My Herff Jones representatives, Denise and Caroline patiently helped me complete the NRHS 21 Yearbook. They answered all of my questions as they came up throughout the day. They showed me exactly how to upload and format my portraits. They offered design advice beyond the basic "how-to" of using eDesign when I needed a second opinion. They were both prompt and professional about answering my questions to help me put together this yearbook in a little over three months. The yearbook was a success that year and this time around I started on time to make it even better. Herff Jones has made the yearbooking process significantly easier.

Signed,

Annabel Carrington

Nansemond River High School Teacher and Yearbook Advisor annabelcarrington@spsk12.net

(804) 477-4595

Mechanicsville High School 7052 Mechanicsville Turnpike Mechanicsville, Virginia 23111 804.723.2200 804.723.2202 (fax)

Teacher Recommendation

March 1, 2022

To whom it may concern:

I am honored to write my friend and colleague Denise Miller of Herff Jones Yearbooks this letter of recommendation. Denise and I have worked together for the past twelve years through our school's yearbook publisher. In this time, I have gotten to know Denise professionally and personally, and I highly recommend her to be your yearbook representative for your school.

Denise and I first met when I was a student teacher twelve years ago. I worked with the Hanover High School yearbook teacher during my student teaching internship, and I met Denise there. She was friendly, welcoming, and I could tell she had a rapport with students that I envied. When I got my first job out of college at Patrick Henry High School, I helped get Denise into our school as our yearbook publisher. She wowed our administration and we signed on with her as our rep. It was the best decision my school has made regarding the yearbook program.

I officially became the yearbook adviser four years ago at Patrick Henry High School, and then moved to Mechanicsville High School, where I am the yearbook adviser as well. In this time, Denise has helped our yearbook become an award-winning, profit-driven business for both of my schools. We have worked together to create programs at both schools that have grown exponentially. Denise helped with this first-hand. She has come into teach my students countless times. She has encouraged us to be better than we ever could have thought through her guidance in design, photography, writing, and classroom organization. She helped us to sell out of yearbooks multiple times with her sales techniques and guidance.

Denise is a leader in the local yearbook market. She is quite simply the very best as what she does, bar none. She is the leader of a summertime workshop where students from all over the country attend to learn yearbook basics. This summertime workshop is an invaluable tool she offers to help guide our yearbook in the right direction. She runs a fall workshop where students locally come to work together and learn trends in yearbooks. She knows design, photography, writing, organization, and budgeting. She is always available to answer any questions, night or day, regarding all facets of yearbook. Having worked with another yearbook company and representative before Patrick Henry signed on to Herff Jones, I can say that Denise is the best local yearbook representative.

The value of working with Herff Jones is unmatched by any other yearbook printer, and that has everything to do with Denise. I highly recommend Herff Jones Yearbooks and Denise Miller as your rep. You will not be disappointed.

Sincerely,

Meghan Moore



TAB 5 - SERVICE APPROACH & IMPLEMENTATION OF SERVICES



MORE INFORMATION CAN BE FOUND WHEN CLICKING ON ITEMS FORMATTED AS **THIS** AND **THIS**. a. Provide copies of any service/maintenance contracts, sales agreements or software licensing required to be executed in

OFFERINGS & OPTIONS

final agreement with your proposal.

SEE THE FOLLOWING PAGES FOR SAMPLE CONTRACTS, SALES AGREEMENTS AND SOFTWARE LICENSING.

SAMPLE PRINTING AGREEMENT



Denise Miller

Date:

9954 Orchard Meadow Road - Mechanicsville, VA 23116 (804) 405-0809 - djmiller@herffjones.com

PRINTING AGREEMENT

Year(s) Covered: 2021 2022 2023 2024 2025 New Renewal

Subject to the terms hereof, the Customer (school) named below hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Address: City/State/Zip: Job Number: Title/Publication: Current Enrollment:	Specifications Program: Trim Size: Pages: Copies: Submission Method:
	Cover:
Correspond With	
Name :	Binding:
Title: Address:	Endsheet:
City/State/Zip: Phone Number:	
Fax Number:	Paper:
Email: Send Invoice To Name : Title:	Proofs: Base Price: \$0.00 Printing Agreement Total: \$0.00
Address: City/State/Zip: Phone Number:	Printing Agreement Total: \$0.00
Tax Exemption Number: Pre-Payment Option Desired: Yes	No
Shipping Information Requested Book Ship Date: Ship Book To : Requested Kit Ship Date: Ship Kit To :	

If Printing Agreement is for multiple years, annual increase to Printing Agreement Total not to exceed ______ for same specifications.

YEARBOOK PLANT USE

This agreement is subject to the terms shown on the reverse side and is binding on Herff Jones and the Customer for the Years Covered, subject to such terms.

Customer Number Date Received

Name	Yearbook Adviser	
Name	Principal	
Denise Miller	Representing Herff Jones	

HERFF JONES | YEARBOOK PROPOSAL FOR HENRICO COUNTY PUBLIC SCHOOLS \P

BACK - PRINTING AGREEMENT

Terms and Conditions of This Yearbook Printing Agreement

This Yearbook Printing Agreement will be governed by Indiana law. The "Years Covered" by this Yearbook Printing Agreement are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing (Modified Base Specifications shall be conclusively authorized by Customer when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon Herff Jones upon written acceptance by the Herff Jones printing facility of such specifications (including price). Herff Jones' printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If Customer has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and Herff Jones shall print the Book(s) for such year on such basis. Customer agrees to prepare all copy in strict accordance with instructions and materials furnished by Herff Jones.

If this Yearbook Printing Agreement covers more than one (1) year, then, Herff Jones shall provide to Customer fifteen (15) additional copies of each year's Book free of charge for the term of the Yearbook Printing Agreement. If this Yearbook Printing Agreement covers more than one (1) year, Customer acknowledges that Herff Jones is relying upon Customer's commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the Submission Deadlines approved and/or published by Herff Jones have been met as specified. Ship Date for subsequent years covered will remain in same week, adjusted for calendar date shift. All shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to Herff Jones for inclusion in Customer's Book(s). Customer will not provide any materials to Herff Jones which are or may be in violation of any right of any third party, including copyright. Herff Jones does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. Herff Jones reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which Customer is located (as identified herein), Customer agrees to indemnify, defend, and hold harmless Herff Jones and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to Herff Jones by Customer or its representative.

Customer acknowledges and agrees that Herff Jones may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to Customer. Any future sales of the Book(s) or other uses of the Book(s) may be made by Herff Jones in its sole discretion and without any compensation to Customer.

If Customer elects to use Herff Jones' proprietary computer software (eDesign) to submit copy for the Book(s) to Herff Jones (the "eDesign System"), then Customer agrees as follows:

- a) Herff Jones will provide Customer the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) Customer's acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by Customer will constitute a default by Customer of the terms of this Yearbook Printing Agreement.

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:

Yearbook Representative

Yearbook Adviser

Principal

CAN BE PROVIDED TO ADVISER AND/OR PRINCIPAL FOLLOWING VISIT

REP SERVICE MEETING

	LNVIU			IN-PERSON
SCHOOL			_ JOB #	MEETING WITH
SALES DEADLINES THEME	DVER:	PORTRAITS PROOFS COVER/ES	□TRAINING □LADDER □OTHER	SALES UPDATE: AS OF: BOOKS SOLDADS SOLD \$ IN YOC SALES CURRENT SELLING PRICE
ADVISER	& STAFF	TO DO:		PLANT DEADLINES: PAGES DUE PAGES DUE PAGES DUE PAGES DUE PAGES DUE PAGES DUE OTHER DATES TO KNOW:
REP TO D	0:			RESOURCES: myhjyearbook.com hjhelpcenter.com hjehare.com yearbookordercenter.com yearbookdiscoveries.com tinyuri.com/YBKNVAresources herf.ly/techsupport

SAMPLE BUDGET UPDATE

PROVIDED THROUGHOUT THE YEAR TO REFLECT ANY CHANGE TO ORIGINAL PRINTING AGREEMENT

2021 Budget

Job #:	12345	Date:	2/1 /20 21
dvleer:	Carrie Peak		
I Beer	Barris Miller		

A

DATE VIRT

Printing Agreement	Size 900 All Color, 1200 Copies, 240 Pages	\$ 26,400.00
Cover Plan	Vista Custom Embossed + Vista Litho	
Endsheet Plan	Vibracolor - White	
Paper Stock	100# Gloss	
Cover	Binding: Smyth Sewn + Round & Backed	
Cover	Four-Color Match Profiled Proof	
Cover	Personalization: 325 Name Stamp: One Line	975.00
Cover	UV Coating	650.00
Endsheet	2 Four-Color Match Profiled Proofs	
Endsheet	2 Inks, Custom, Different Front and Back	
Misc	World Yearbook: 130 with Kleenstick	325.00



HERFF JONES SOFTWARE LICENSING AGREEMENTS

Terms of Use

This Agreement governs use of Herff Jones, Inc. eDesign online page creation program. If you have been authorized to access eDesign, this Agreement also governs use of the Herff Jones Web site. "Service" means those parts of eDesign which you may have been authorized to access. Since you selected the "I Accept" button and started using any part of the Service, you agreed to be bound by all of the terms in this Agreement. You should print and keep a copy of this Agreement (see eDesign Help for a printable copy). Herff Jones, Inc. may change the terms in this Agreement. When the terms are changed, Herff Jones, Inc. will notify you by email and/or online postings. The changes also will appear in this document, which you can access at any time by selecting "Legal Terms." By accessing the Service after Herff Jones, Inc. has notified subscribers of a change and this Agreement is posted, you agree to be bound by all of the changes. To use the Service, you must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

Privacy of Information

Since you selected the "I Accept" button, you also agreed that Herff Jones, Inc. may store information you provide as part of the printing process and use such information to inform you about other Herff Jones, Inc. publications, products and services. Herff Jones, Inc. also may deliver additional messages about the Service to you by email. Herff Jones, Inc. will not disclose any of your "Personal Identifying Information" to a third party, as described in the separate eDesign Privacy Agreement.

Yearbook Adviser

The Yearbook Adviser is solely responsible for the immediate deletion of any users who are no longer associated with the use of eDesign to create the school's yearbook. Herff Jones, Inc. retains the right to perform security checks on any user at any time that is connecting to eDesign. Furthermore, Herff Jones, Inc. retains the right to delete any users who are inactive. Any data exchange transactions initiated using the Service are considered binding as long as the user entered a correct password to access the design program.

Disclaimer of Warranties and Liability

Due to the number of sources from which content on the Service is obtained, and the inherent hazards of electronic submission, there may be delays, omissions or inaccuracies in such content and the Service. Herff Jones, Inc. and its affiliates and agents cannot and do not warrant the accuracy, completeness, timeliness, non-infringement, merchantability or fitness for a particular purpose of the Service. Herff Jones, Inc. and its affiliates and agents shall not be liable to you or anyone else for any loss or damage resulting directly from use of the Service, caused on whole or part by contingencies beyond Herff Jones, Inc. control or errors made in procuring, compiling, interpreting, reporting or delivering the Service and any submission through the Service. In no event will Herff Jones, Inc., its affiliates or agents be liable to you or anyone else for any decision made or action taken by you for any submission of materials to be printed in the yearbook. Herff Jones, Inc. and its affiliates and agents shall not be liable to you or anyone else for any indirect damages (including, without limitation, consequential, special, incidental, indirect, or similar damages) even if advised of the possibility of such damages.

Obligations on Termination

In the event either party terminates this Agreement or terminates the Yearbook Printing Agreement, then Herff Jones, Inc. will eliminate access to the eDesign Service. You acknowledge that Herff Jones, Inc., in its sole discretion, may elect to dispose of all materials submitted by you in connection with printing of the yearbook.

Additional Legal Terms and Conditions

You are responsible for all submission made and acts or omissions that occur while your password is being used. You may not use the Service for any unlawful purpose. Herff Jones, Inc. may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive, as solely determined by Herff Jones, Inc. If any provision in this Agreement is invalid or unenforceable under Indiana law, the remaining provisions will continue in full force and effect. This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Indiana, as if the Agreement was a contract wholly entered into and wholly performed within the State of Indiana. All rights not expressly granted herein are reserved by Herff Jones, Inc.

HERFF JONES SOFTWARE LICENSING AGREEMENTS

Subject to this agreement, Herff Jones grants you, the customer, non-exclusive, revocable, limited access to the Herff Jones eBusiness website to merchandise your printed yearbook, advertising and other sales items such as personalization, dust covers and autograph supplements. You may also use eBusiness to track other in school yearbook fundraising projects.

By enrolling in Sales Assist and selecting one of the mailing options, you consent to allow Herff Jones the use of student contact data for the express purpose of mailing yearbook order information to your students' homes. All sales made on your behalf by the Yearbook Order Center for yearbook or ad sales will be displayed in eBusiness. Herff Jones guarantees that all student contact information provided by your school will be used only for the purpose of selling your yearbook. Such labels, lists or order information will not be used for any other purpose, or be released by Herff Jones or copied in any manner for any other use. This guarantee extends to our third party vendor contracted for the sole purpose of printing and mailing said yearbook order information.

Herff Jones uses safe, secure encryption technology designed to protect your information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, Herff Jones cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes. You acknowledge the potential risks inherent in using webbased technology and agree to hold the company harmless if loss or interception of data occurs while transmitting data to and from Herff Jones.

Only your school's Yearbook Adviser will have access to all services available on your eBusiness site through his/her YBAccess login. Maintaining the confidentiality of that password is solely your school's responsibility. The Yearbook Adviser will determine yearbook staff access to eBusiness if desired by activating students and assigning either Business Manager or Staff roles. Should other responsible parties such as your administrator or bookkeeper need access to eBusiness, this can also be requested through your Herff Jones representative.

The YOC will issue refunds up until the actual ship date or the last day of the YOC sale, whichever date is later. After the book has been shipped and invoiced, all school net money collected by the YOC will be applied to the school's deposits to pay the final invoice; the YOC can no longer issue refunds and the school must assume responsibility for all refund requests.

Processing refunds due to duplicate orders, parent/student requests and other reasonable needs are included YOC services. However, refund requests due to incorrect package set-up, errors resulting from the use of Discount Codes or bulk quantity refunds will be charged \$2.50 per refund. Please take special care when setting up package pricing and the use of Discount Codes to ensure accuracy.

ITEMS FORMATTED AS **THIS** AND **THIS**.

b. Provide four sample memory books. See Sec. VII for instructions.

SAMPLES WERE DELIVERED TO COUNTY OF HENRICO PURCHASING DIVISION.

Diablo Vista Middle School Short Pump Middle School L. Douglas Wilder Middle School Quioccasin Middle School Fairfield Middle School Goochland Middle School Bell Creek Middle School Providence Middle School Matoaca Middle School

c. Provide a link or a sandbox environment for any digital proposed solutions for the committee to use for evaluation on ease of use. If this is not available, offerors shall provide screen shots for the product with their proposal.

Please go to **www.myhjyearbook.com** Username: henricocountyms (case sensitive) Password: yearbookhcpsms (case sensitive) Select 2022 Mainbook - Editor privileges provided (must be an HJ account to have adviser status for security reasons) May edit pages 104-115 Log-in will expire on June 1st. Please let us know if you need this date extended further. Find support and tutorials at **hjhelpcenter.com**

d. Describe your company's effort to provide quality, affordable memory books and your policy and commitment to the same over the next five years.

THE HERFF JONES PLANT, LOCATED IN EDWARDSVILLE, KS RECEIVES REGULAR INSPECTIONS FROM OUTSIDE CONSULTANTS TO ENSURE THAT WE MEET, AND EXCEED, GOVERNMENT REGULATIONS.

For years, our plants have been recognized for their adherence and dedication to the best practices for environmentally sound businesses and quality control for all of our products and materials. We will continue to maintain this requirement in the future.

e. Address and fully explain all options and alternatives for each phase of production. Options must include but are not limited to trim sizes, paper stocks, bindings, covers, end sheets, type styles and sizes, photography, proofs, graphics, design assistance, use of color, etc., with price ranges for all processes and options available.

SEE *L* FOR ALL OPTIONS AND ALTERNATIVES AVAILABLE.

f. Provide information regarding summer and in-school workshops, including for example, quantity, dates, times, any scholarships provided for advisors and/or students from each school.

SUMMER WORKSHOPS ARE AVAILABLE.

We encourage all schools with yearbook staffs to attend a summer workshop to help them get their yearbook started successfully. For summer 2022, the Virginia Herff Jones representatives are hosting a workshop July 26-29 at Westfield High School in Chantilly, Virginia The cost for this workshop is \$225 per school.

RE INFORMATION CAN BE FOUND WHEN CLICKING O ITEMS FORMATTED AS **THIS** AND **THIS**.

In addition the Herff Jones' Virginia workshop, Herff Jones offers a free livestream event on July 13-14, 2022 at no cost that is open to all schools, regardless of who you prints your yearbook, which brings together inspirational speakers, new ideas and yearbookers from across the United States and Canada to refresh/re-energize your YBK program. Sessions will also be available on-demand for registrants.

Additionally, in a typical year, HJ hosts two, one-day workshops in the fall to facilitate in-person cover artist appointments. Our YBKNVA Fall workshops will be held in September at the Thomas R. Fulghum Center at Chesterfield Career and Technical Center - Hull Campus. The two-day workshop will include one day for staff and one-day for adviser only training, along with in-person cover appointments with our Kansas City Art Department. The price is \$30 for each participant at the staff training event. Adviser training is free.

g. Provide minimum specifications for computers needed to produce the product.

ALL OF HERFF JONES WEB-BASED PROGRAMS CAN BE ACCESSED ANYWHERE WIFI ACCESS IS AVAILABLE ON ANY SIZE/KIND OF COMPUTER.

Herff Jones does not provide computers as a yearbook vendor.

SYSTEM REQUIREMENTS:

OPERATING SYSTEM

eDesign is compatible with the following operating systems.

- Windows two most recent versions
- macOS two most recent versions
- ChromeOS two most recent versions

BROWSER COMPATIBILITY

eDesign is supported with the following browsers.

- Google Chrome two most recent versions
- Apple Safari two most recent versions

NETWORK REQUIREMENTS

Using eDesign and related Herff Jones tools requires the following network settings.

- Whitelist these domains:
- *.hjedesign.com
- *.myhjyearbook.com
- *.hjeshare.com
- *.herffjones.com
- Minimum bandwidth of 2 Mbps up and down.

RECOMMENDED HARDWARE MINIMUMS

- 4 GB of RAM
- Screen resolution: 1200 x 800

RECOMMENDED SETTINGS

- Empty Temporary Internet Files folder, "Cache" when browser is closed.
- Modify or disable "Pop-up Blocker" for domains listed above.

h. Provide information regarding training of staff and amount of on-site assistance, working directly with the memory book staff and advisors.

RE INFORMATION CAN BE FOUND WHEN CLICKING C ITEMS FORMATTED AS **THIS** AND **THIS**.

HERFF JONES OFFERS JOURNALISM, YEARBOOK AND SOFTWARE TRAINING AT NO ADDITIONAL COST.

For in-class learning, curriculum materials are available in print and online 10-booklet bundle of plug-and-play lessons. Student booklets available for reporting and writing, cameras and photos, and layout and design. Online curriculum assets can be found at **yearbookdiscoveries.com** in Premium Content. Square One teaching materials available upon request. eDesign curriculum is also available with online videos and worksheets to be completed by students. Resources for yearbook distribution and staff recruitment are also available.

The Herff Jones Summer Workshop will be held virtually on July 13 and 14. This livestream event — offered at no charge to advisers and students whether, an old pro or brand new to yearbook, will provide fresh ideas, coverage strategies, and training on eDesign. (LEARN MORE ABOUT ADVISER SUPPORT ON PAGES 65-89).

i. Provide information regarding merchandising, promotion, advertising and fundraising directly related to the memory book.

HERFF JONES OFFERS MARKETING AND PROMOTION OF THE YEARBOOK.

Sales Posters and Materials: Marketing materials are available in a yearbook kit sent to all customers at no additional cost. Other promotional and marketing materials, including lawn signs, vinyl banners, last chance cards and post cards are available for purchase.

Sales Assist: Selling yearbooks can be so much easier with Herff Jones. We run the sales and marketing campaign for you. We take online orders, process payments, credit cards, debit cards and checks. Best of all, it's included in the base price of each yearbook program. See Sales Assist in action at **herff.ly/sales-assist. (LEARN MORE ON PAGES 61-63)**.

j. Provide information regarding creative art support.

MULTIPLE LEVELS OF DESIGN ASSISTANCE ARE AVAILABLE.

Herff Jones provides a variety of pre-designed covers and endsheets with corresponding templates to create a complete book look. In addition, these pre-designed covers can be customized to match school colors and/or mascots. Cover artists are available to meet with yearbook staffs online or at local workshops. These art appointments are provided at no cost to the school. During a typical appointment, schools will choose fonts and color palettes then design a draft cover. Staffs leave the appointment with a PDF proof. Herff Jones representatives provide design assistance to advisers and staffs during routine service visits and at workshops.

k. Provide information regarding the buy-back plan for unsold memory books. **THERE IS NO SET BUY-BACK POLICY UNDER THE CONDITIONS OF THE RFP.**

I. Provide an overview of the major components of the product, to include:

і. Сору

FONTS

Over 650 Herff Jones fonts are provided to each school for eDesign Adobe InDesign schools may use any font they own, in addition to over 650 HJ fonts Unlimited sizes may be used

PHOTOGRAPHY

Photos may be placed with Herff Jones plug-in Image In, Adobe® Photoshop®, or may be submitted as hard copies to the plant for scanning.

Photos may be uploaded directly to eDesign, or may be submitted as hard copies to the plant for scanning.

MORE INFORMATION CAN BE FOUND WHEN CLICKING O ITEMS FORMATTED AS **THIS** AND **THIS**.

You may use an unlimited number of photos and bleeds per page, including panel pages. All candid photos will be individually scanned and screened according to density using Color Plus technology. With Color Plus all candid and portrait images will pass through Herff Jones' image correction department to ensure the best reproduction. (SEE MORE ABOUT COLOR PLUS ON PAGE 56).

Herff Jones offers various photography-based workshops throughout the year, along with comprehensive photography curriculum.

GRAPHICS

Over 3500 artwork graphics provided free of charge, or school may use student or purchased artwork. Simply upload the artwork to the eDesign art library. Or for InDesign schools, include a copy of the artwork with your preflighted and packaged InDesign files. Integration of Canva within eDesign allows schools to access the entire Canva library of art, backgrounds, font, and more.

Artwork may be used repeatedly with no additional cost, including folio artwork.

ii. Color

ALL COLOR

You may use an unlimited number of color photos per page, and you may use any of the four process colors or any mix of the process colors at no additional charge.

Spot color - available by flat, price depends on signature completion date - may use any percentage

The Herff Jones Color Poster provides printed samples of each color, so students will know exactly how the printed color will appear. It also teaches color theory and proper usage. Hex Codes provided for Canva integration.

Schools may create any CMYK mix of their choice, or use the hundreds of colors already created by Herff Jones in the color palette.

iii. Proofs

CUSTOM COVERS & ENDSHEETS

All customers who choose and design a custom cover will receive a cover proof. Covers with multiple applications will receive two proofs: one printed and one layered PDF to show the different applications.

All customers who choose to print on the front/back endsheets will also receive an endsheet proof.

Cover mock-ups are available upon request after a cost estimate has been approved.

SELF-PROOF

eDesign is a self-proofing program, which provides the opportunity to print an unlimited number of proofs in low-resolution and high-resolution.

INDESIGN & ION SCHOOLS

InDesign and ION schools will receive proof files to correct at no additional cost. Schools may also request all-color 100% to size printouts to accompany the proof files. Corrected proof files are returned via ePage.

iv. Alteration charges

THERE ARE FEES TO RELEASE PAGES BACK TO THE SCHOOL DEPENDING ON THEIR STATUS IN PRODUCTION.

v. Paper Stock 80 LB., GLOSS OR MATTE 100 LB., GLOSS OR MATTE SPECIALTY STOCKS AVAILABLE UPON REQUEST

MORE INFORMATION CAN BE FOUND WHEN CLICKING ON ITEMS FORMATTED AS **THIS** AND **THIS**.

vi. Cover material and components

TRIM SIZES

Size 7: 7 $3/4 \times 10 1/2$ Size 8: 8 $1/2 \times 11$ Size 9: 9 $\times 12$ Square or any unique size available upon request

MATERIALS

Custom Embossed/Debossed	Laser Cut
Custom 4 Color Litho	Foils/Specialty
Custom Silkscreen	Grains
HJ Design 4 Color Litho	Metallay
HJ Design Silkscreen	Split Covers Orders
UV Raised	Tip-ons
UV Gloss	Lamination: Specialty/Gloss/Matte/Suede
UV Glitter	Linen/Metallic/Iridescent/Silktouch Materials
Quarter-binding	Metallicolor Tip-ons
Overtone Rubs	Lenticular
Stained/Gilded Page Edges	Kivar Material/Specialty Materials
Matte UV	Padded
Glow-in-the Dark UV	Leather
Photo-chromatic Ink	Boxed Covers
BW/Color/Spot/Neon/Metallic Inks	Fusion - 4 Color on Linen

vii. Endsheets

Vibracolor White/Solids	Print on D or E side of ES
Signature White/Solids	Embossing/Debossing
Combo Color (HJ Design)	Foils/Specialty
Mezzotext	Laser Cut
Classic	Short Trim
Harmony	Blind Emboss
Premium	Split Endsheet Orders
BW/Color/Spot/Neon/Metallic Inks	UV Gloss
UV Raised	UV Glitter
Matte UV	Photo-chromatic Ink

viii. Binding

SADDLE STITCH (SOFT COVER) (52 PAGES OR FEWER) PERFECT BINDING (SOFT COVER) (56 PAGES AND MORE) SMYTH SEWN BY SIGNATURE (HARD COVER) SQUARE-BACKED OR ROUNDED & BACKED (HARD COVER) HEADBANDS AVAILABLE (HARD COVER)

ITEMS FORMATTED AS **THIS** AND **THIS**.

ix. Packaging (weight limitations) THERE ARE NO WEIGHT LIMITATIONS.

x. Delivery (INSIDE delivery required, with 72 hours advance notice) INSIDE DELIVERY IS INCLUDED AND PLANNED PRIOR TO SHIPMENT

xi. Deadlines

DEADLINES ARE SET ACCORDING TO SHIP DATE. PAGE DEADLINES ARE SET BY EACH SCHOOL WITH THE REPRESENTATIVE PRIOR TO PRODUCTION. WE OFFER MIDDLE SCHOOLS A MULTI-DEADLINE PROGRAM AND A ONE DEADLINE PROGRAM.

MIDDLE SCHOOL SAMPLE DEADLINES FOR MULTI-DEADLINES SCHOOLS:

Cover & Endsheets : NOVEMBER (spring), APRIL (summer/fall) Pre-payment Discount: NOVEMBER (spring), MARCH (summer/fall) Final Page/Copy Count: JANUARY (spring), MAY (summer/fall) Personalization order: JANUARY (spring), APRIL (summer/fall) Page Deadlines: FEBRUARY

APRIL

124 page sample deadline schedule for JUNE ship week

This schedule represents an approximate submission calendar, and may be further customized to meet each school's specific needs.

xii. Options costs:

Minor change, per page NO CHARGE

Major change, per page NO CHARGE

Substitute picture NO CHARGE

New layout or substitute page NO CHARGE

Substitute four-color subject before separation, before or after masking NO CHARGE

Foil stamping, per cover, per color (includes dies, foil, run, setup) **FOIL APPLICATIONS:**

> Standard foil application: \$1.25/copy Specialty foil application: \$1.45/copy + Foil Die: Plant Quote

Silk screening, per cover, per color (includes run and setup) **SILKSCREEN INKS**:

Additional silkscreen: \$1.00/copy Non-standard silkscreen: \$250.00 per order/color

MORE INFORMATION CAN BE FOUND WHEN CLICKING ON ITEMS FORMATTED AS **THIS** AND **THIS**.

Metalay, per cover (includes dies, foil, run, setup) Metallay: \$1.62/copy + Die: Plant Quote

Embossing / Debossing EMBOSSING & DEBOSSING:

Vista Custom Embossed/Debossed: \$600 + die charge

Stamping

NAME STAMPS:

Submitted by Jan. 27: \$4/line: After Jan. 27: add \$2/line Returned in alphabetical order: \$6/line Icon: \$3 each One and Two Lines

NAME PLATES:

Submitted by Jan. 28: \$5/line: After Jan. 28: add \$2/line lcon: \$3 each One and Two Lines

Thermo screening PLANT QUOTE BASED ON DESIGN

Use of photographs (either black/white or sepia on covers) NO CHARGE

Graphics, color types and line on endsheets **ENDSHEET LITHO INKS**:

Printed in black, SFB: \$315 Printed in black, DFB: \$415 Additional litho ink: \$275 per color Standard litho in lieu of black: \$190 Printing on D or E side (black ink): \$325 4/C front only (by 11/9): \$1,150/order 4/C DFB (by 11/9): \$1,650/order Non-standard neon or metallic ink: plant quote

Additional Options:

WORLD YEARBOOK INSERT (MIDDLE & HIGH SCHOOL CURRENT EVENTS)

16, four color pagesContent appropriate for middle and high school studentsAvailable in sizes 7, 8, or 9May be sewn-in or inserted with kleenstick tape

MORE INFORMATION CAN BE FOUND WHEN CLICKING ON ITEMS FORMATTED AS **THIS** AND **THIS**.

AUTOGRAPH SUPPLEMENTS

8, blank white pages8, four color pages in two designsAvailable in sizes 7, 8, or 9May be sewn-in or inserted with kleenstick tape

PLASTIC DUST JACKET COVERS

Optional plastic cover to protect your book and its longevity

CUSTOMIZED POSTERS

Students order posters customized with their own personal photos of choice Schools order sales posters customized with school photos. Schools order READ posters to include photos of faculty/staff reading favorite book to promote literacy.

Color supplement: 12, 16, 20 and 24 page PRICE DEPENDENT ON PAGE AND COPY COUNT:

4 page increments from 4 pages to 48 pages.
Size 7, 8, or 9
80 lb., 100 lb., matte or gloss, or specialty paper
Kleenstick for self application, or sewn into all copies
Quantity may match yearbook order or differ
All color, quick turn supplements offer a two, or three week turnaround time from due date to ship

m. Provide other value-added options recommended by the Offeror that are not specified in this

HENRICO COUNTY MIDDLE SCHOOLS + HERFF JONES PARTNERSHIP BENEFIT SUMMARY

We estimate that the total annual printing costs across all twelve (12) middle schools of HCPS will be approximately \$85K. The following partnership benefits are available to each Henrico County middle school upon selecting Herff Jones as the partner provider for Yearbooks (Memory Books) for all middle schools:

YEARBOOK-SPECIFIC BENEFITS | up to \$8,500 in total value

We are pleased to offer to each Henrico County middle school the following yearbook program-specific benefits, if selected as printing partner for all twelve (12) middle schools in the district.

GRADUATED ANNUAL REBATE

This benefit can be applied to help defray printing costs or can be used to re-direct equivalent funds to support yearbook program development (workshop tuition, digital camera equipment, printers, etc.)

Baseline year	
4% credit applied to final invoice	
3% credit applied to final invoice	
2% credit applied to final invoice	
1% credit applied to final invoice	*Credit calculated from prior year total
	Baseline year 4% credit applied to final invoice 3% credit applied to final invoice 2% credit applied to final invoice 1% credit applied to final invoice

CHARACTER / MOTIVATIONAL SPEAKER | up to \$7,500 value

A professional platform speaker will be provided for 1 day, booked during the first two (2) years of the contract period, to provide a motivational or character-building educational experience for students or faculty & staff to enrich the campus experience. Henrico County Schools, in collaboration with Herff Jones/Varsity Brands, will determine how to best use this resource.

SCHOOL BRANDING BENEFIT | up to \$3,900 total value

This benefit serves each school as a whole and is not a yearbook-specific benefit. Show your school pride on any table display. (SEE MORE ON PAGE 116).

CAMPUS BRANDING | Branded 8' Tablecloth

BELIEVE IN YOU VIDEO SERIES | up to \$90,000 total value

This character education and emotional well-being video series and accompanying curriculum empowers students to change their world. Functions as a stand-alone program and curriculum for each school or can enhance an existing program already in place to take it to another level. Saves each school time & energy.

(SEE MORE ON PAGE 117).

BELIEVE IN YOU EMPOWERMENT JOURNALS | up to \$45,000 total value

Journals designed to teach students, teachers, and staff social and emotional competencies in a safe, empowering, and healing format. Your SEL requirements and needs will be well-supported by these digital resources.

HENRICO COUNTY MIDDLE SCHOOLS + HERFF JONES PARTNERSHIP BENEFIT SUMMARY CONT.

TEAM UP FOR ST. JUDE | *add a philanthropy project or enhance what you already do!*

The *Team Up for St. Jude Game Day Program* is centered around raising awareness and funds for St. Jude Children's Hospital. It's a philanthropic initiative for schools that includes school-wide fundraising and awareness activities for St. Jude centered around a middle school sporting event. This program unites students through a service opportunity and teaches them the importance of giving back. St. Jude will work with you directly to determine the date, event type and will provide all fundraising resources. Priceless!

AND....

THE 'KICKER' FLEX GRANT BENEFIT OF \$21,750 IN TOTAL VALUE

FULL PARTNERSHIP WITH HERFF JONES FOR HIGH SCHOOLS AND MIDDLE SCHOOLS KICKS IT UP A NOTCH!

If Herff Jones is selected as the printing partnership provider to Henrico County Schools for **BOTH** high school yearbooks **AND** middle school yearbooks (memory books), the following additional benefit will be provided to <u>each</u> high school and <u>each</u> middle school as a <u>complimentary</u> grant (does not need to be re-paid), to be used for ANY school or student-benefiting need. We call it a *Flex Grant* because each school determines how it's best used!

\$1,750 Flex Grant | per high school

AND

\$500 Flex Grant | per middle school

VALUE ADDED PROGRAMS

VARSITY BRANDS FAMILY

SPIRIT. COMMUNITY. ACHIEVEMENT.

CELEBRATE ACHIEVEMENT

Our century of experience and devotion to schools mean you can count on us to provide the best products, services and support. For all the important milestones of your life, Herff Jones has been there. By your side.



CHARACTER EDUCATION

Ask about our Believe In You video series showing athletes and other well-known figures extolling the importance of inclusion and tenacity.



WE INSPIRE

We aim to inspire achievement and create memorable experiences. We strive to empower students by encouraging participation and building community.



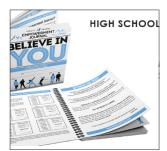
RECOGNIZE AND REWARD

Schools are the heart of our communities. We collaborate to increase engagement, celebrate milestones and honor achievement through our annual School Spirit Awards.



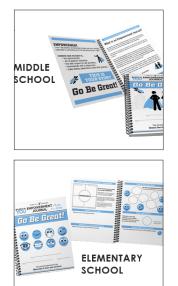
PASSION TO SUPPORT

We have raised more than \$7 million for St. Jude Children's Hospital. Treatments invented there have pushed the overall childhood cancer survival rate from 20 to more than 80 percent since it opened 50 years ago.



BELIEVE IN YOU EMPOWERMENT JOURNALS

Empowerment Journals can be use both in-class and at home. They include free online curriculum guides to simplify teacher planning and implementation. This is a perfect content component for advisory classes and can be completed in as little at 10 minutes per day.





Believe in You® is an episodic series hosted by motivational speaker and the first D1 basketball player with one arm Kevin Atlas and designed to educate students and staff about the incredible power of believing in yourself. Each of the three seasons contains nine episodes featuring powerful stories around perseverance, inclusion, mental health and more. Each episode in accompanied by free lesson plans and activity guides to keep the conversation going in the classroom.



C A M P U S B R A N D I N G

Create an environment with bold, consistent, and professional branding that your students and staff can call home this year. Our Campus Branding suite of products will make an impact across athletic facilities, campus exteriors, and in the hallways. Download a customized catalog and contact your BSN SPORTS Sales Pro to see how you can take your brand to the next level!



GENERATION SPIRIT & UNITED SOUND

Generation Spirit empowers students to create school spirit teams that bring together peers with and without disabilities. These teams change school culture for the better, igniting a spirit of inclusion that lasts for years to come. Similarly, United Sound provides musical performance experiences for students with disabilities through peer mentorship. Our goal through both of these programs is to support spirit teams and music educators in creating their own teams and ensembles through training, support, and organizational resources so that all students have access to meaningful and authentic school spirit and musical experiences.



UNITY MY TEAM SHOP

Featuring four designs promoting unity and togetherness on campus and in the community, this My Team Shop can help you keep students connected. Your BSN SPORTS Sales Pro will assist in selecting product for your custom online shop.



AMERICA NEEDS SPIRIT PROGRAM

The role of a spirit leader goes beyond leading the crowd from the sidelines or competing for a trophy. It's about being a positive leader in your community and ambassador for your school, no matter the circumstances. Although life on campus has looked differently across America, the primary role of a cheerleader, dancer, band member and all spirit leaders remain the same - support the success of others and create a welcoming, spirited atmosphere for all.



VIRTUAL E-CARDS

Welcome back your community with e-cards branded with your school and personalized with a note from you.



TOGETHER AS ONE

An opportunity for collaborative performance between music programs, cheer teams, dance teams, sports teams, and entire communities and crowds. This fully arranged, designed, and choreographed marching band performance is available for FREE to any school and director exploring field show options through June 2022.



PEP RALLY & SPIRIT WEEK TEMPLATES

Pep rallies are one of the most impactful spirit raising activities cheerleaders, dancers, pep band and all student groups can be involved in on campus. Take your pep rally one step further with event templates from Varsity Spirit, including a Spirit Week plan with themed dress up days leading up to the big event.



UNITY BANNERS

Students are looking to feel connected to their schools, classmates, and community again. Utilize the Spirit Banners around your school and in the hallways to remind kids that their school and staff are here to support them! These banners pair perfectly with the designs available in the My Team Shops.



FREE VIRTUAL WEBINARS

Screen-time has been out of control the last 18-months due to virtual learning and life, our students need health-enhancing physical activity every day. We have built the roadmap to help teachers implement a plan for bridging the learning loss gap for all students in physical education. Join Aaron Hart, Executive Director of OPEN and faculty member of SUNY Cortland's Physical Education Department, as he addresses the importance of healthrelated fitness and purposeful movement that can be enjoyed and valued for a lifetime

VALUE ADDED PROGRAMS CAMPUS BRANDING

Below are thumbnail design of tablecloth options **included in this proposal for each Henrico County Middle School.** These are fabulous to use as a yearbook ordering station at a Back-To-School Parent Night or during a Yearbook Distribution Event at end of year. Throughout the remainder of the school year, they make for a spirited & prideful display at any celebratory event!





EMPOWERING THE FUTURE

STUDENT LEADERSHIP

EMOTIONAL WELLBEING

STAFF WELLBEING

Students participating in Believe In You Programming saw significant increases in SEL knowledge (specifically in the areas of self-awareness, self-management, and relationship skills). They also saw significant improvement in emotional regulation and self-efficacy. - *Empowerment Journal Evaluation Study Spring 2021*

BELIEVE IN YOU VIDEO SERIES

3 Seasons of On-Demand Episodes Hosted by Kevin Atlas and Features Inspirational Guests Downloadable Teaching Resources with Every Episode



STUDENT EMPOWERMENT JOURNALS 40 Weeks of Journaling Prompts

Specific for Elementary, Middle and High School Available in Digital and Print Versions



HIGH SCHOOL LEADERSHIP MODULES Teachings on the Power of Leadership Focused on Student Engagement and School Climate Interactive Vocabulary and Lessons



EVERYONE NEEDS A COACH

Live Monthly Webinars for Teachers On-Demand Professional Courses Custom Professional Learning



Learn more about our professional development and teaching tools

BELIEVEINYOU.COM



Social and Emotional Learning Journals, Professional Development, and Free Curriculum.

Journals designed to teach students, teachers and staff social and emotional competencies in a safe, empowering, and healing format.

GOOD	FREE K-12 SEL Online Social and Emotional Learning Resources Empowerment Morning Announcements, SEL Academic Language Cards, Advisory Class Discussion Prompts, Faculty and Staff Online SEL Resources.			
BETTER	40-Week Student Journals (\$7 each) with FREE Online Resources Daily writing prompts focused on trauma-informed, social and emotional learning competencies. G.R.E.A.T. goal-setting tools focused on developing growth mindset.			
BEST	Professional Development (\$925), Student Journals, & Online Resources In a 90-minute live webinar, OPEN National Trainers guide teachers and staff through program implementation basics and essential Social and Emotional Learning concepts.			
Journals available for grades 3–12. Free online resources serve grades K–12.	Journal Pricing (sold in quantity packs of 25)Qty 25-250:\$175 per pack \$7 per bookQty 275-500:\$157 per pack \$6.30 per bookQty 525-1,000:\$141 per pack \$5.67 per bookQty 1,025-10,000:\$127 per pack \$5.08 per bookQty >10,000:Call for Pricing			

Research shows that journaling with pen and paper can help control anxiety and improve mental and emotional health



TAB 6 - PRICING PROPOSAL



ATTACHMENT G

ATTACHMENT G

SAMPLE MEMORY BOOK- MIDDLE SCHOOL: PRICING PROPOSAL I (250 memory books with 80 pages)

Sample Specifications:

Туре:	All color
Trim Size:	8 ½ x 11
No. Copies:	250
No. Pages:	80
Binding:	Sewn
Cover:	Company Designed
Delivery:	By June 1
Paper:	80#
Proofs:	Online
Computer Type:	Macintosh/Dell
Software:	On-Line
Other:	Personalization on each copy
	Die Cut:
	2 Color Custom End Sheet

Total cost to school for 250 memory books as specified above	\$	4,465.74
Cost per book as specified above	\$1	7.86

Cost per book as specified above

Delivery charges:

\$Included

ATTACHMENT G

ATTACHMENT G

SAMPLE MEMORY BOOK- MIDDLE SCHOOL: PRICING PROPOSAL II (725 Memory Books with 112 pages)

Sample Specifications:

Туре:	All color
Trim Size:	8 ½ x 11
No. Copies:	725
No. Pages:	112
Binding:	Sewn
Cover:	Company Designed
Delivery:	By June 1
Paper:	80#
Proofs:	Online
Computer Type:	Macintosh/Dell
Software:	On-Line
Other:	Personalization on each copy
	Die Cut:
	2 Color Custom End Sheet

Total cost to school for 725 memory books as specified above \$ 9,511.46

Cost per book as specified above \$13.12

Delivery charges:

\$_Included

HENRICO COUNTY MIDDLE SCHOOLS + HERFF JONES PARTNERSHIP BENEFIT SUMMARY

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YEARBOOK-SPECIFIC BENEFITS | up to \$8,500 in total value

We are pleased to offer to each Henrico County middle school the following yearbook program-specific benefits, if selected as printing partner for all twelve (12) middle schools in the district.

GRADUATED ANNUAL REBATE

This benefit can be applied to help defray printing costs or can be used to re-direct equivalent funds to support yearbook program development (workshop tuition, digital camera equipment, printers, etc.)

Year 1 (2023 publication)	Baseline year
Year 2 (2024 publication)	4% credit applied to final invoice
Year 3 (2025 publication)	3% credit applied to final invoice
Year 4 (2026 publication)	2% credit applied to final invoice
Year 5 (2027 publication)	1% credit applied to final invoice

CHARACTER / MOTIVATIONAL SPEAKER | up to \$7,500 value

A professional platform speaker will be provided for 1 day, booked during the first two (2) years of the contract period, to provide a motivational or character-building educational experience for students or faculty & staff to enrich the campus experience. Henrico County Schools, in collaboration with Herff Jones/Varsity Brands, will determine how to best use this resource.

SCHOOL BRANDING BENEFIT | up to \$3,900 total value

This benefit serves each school as a whole and is not a yearbook-specific benefit. Show your school pride on any table display.

CAMPUS BRANDING | Branded 8' Tablecloth

BELIEVE IN YOU VIDEO SERIES | up to \$90,000 total value

This character education and emotional well-being video series and accompanying curriculum empowers students to change their world. Functions as a stand-alone program and curriculum for each school or can enhance an existing program already in place to take it to another level. Saves each school time & energy.

BELIEVE IN YOU EMPOWERMENT JOURNALS | up to \$45,000 total value

Journals designed to teach students, teachers, and staff social and emotional competencies in a safe, empowering, and healing format. Your SEL requirements and needs will be well-supported by these digital resources.

*Credit calculated from prior year total

HENRICO COUNTY MIDDLE SCHOOLS + HERFF JONES PARTNERSHIP BENEFIT SUMMARY CONT.

TEAM UP FOR ST. JUDE | add a philanthropy project or enhance what you already do!

The *Team Up for St. Jude Game Day Program* is centered around raising awareness and funds for St. Jude Children's Hospital. It's a philanthropic initiative for schools that includes school-wide fundraising and awareness activities for St. Jude centered around a middle school sporting event. This program unites students through a service opportunity and teaches them the importance of giving back. St. Jude will work with you directly to determine the date, event type and will provide all fundraising resources. Priceless!

AND....

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If Herff Jones is selected as the printing partnership provider to Henrico County Schools for **BOTH** high school yearbooks **AND** middle school yearbooks (memory books), the following additional benefit will be provided to <u>each</u> high school and <u>each</u> middle school as a <u>complimentary</u> grant (does not need to be re-paid), to be used for ANY school or student-benefiting need. We call it a *Flex Grant* because each school determines how it's best used!

\$1,750 Flex Grant | per high school

AND

\$500 Flex Grant | per middle school

PRICING PROPOSAL

Offerors shall also include pricing (if applicable) for the following:

a. Online orders, digital memory books, "My Year" inserts, apps for phones, etc.

HERFF JONES OFFERS AN ONLINE AND PHONE PAYMENT.

Yearbook Order Center is a full-service online solution for conducting yearbook and ad sales. The Yearbook Order Center accepts payment from major credit cards, debit cards, money orders and checks.

Schools have the option to provide discounts and special promotions using discount codes. The adviser can turn these discounts on and off within eBusiness. Also, payment plans give parents the option to make three monthly instalments for book and ad sales. Parents make the choice when purchasing online and the payments are automatically withdrawn.

Website: www.yearbookordercenter.com

Toll-free number 866.287.3096 — Spanish-speaking operators are available. (SEE MORE ON PAGE 58).

Online Ad Creation: Ads can be sold through the Yearbook Order Center. Buyers are responsible for all images, text and design. The yearbook adviser or staff place the finished ads into the book. All payments are made online at checkout. The yearbook adviser can set the fonts, colors and templates, so there are no design surprises. See Online Ad Creation in action at herff.ly/online-ad-creation. (LEARN MORE ON PAGE 60).

eBUSINESS: A record of all book and ad sales sold through the Yearbook Order Center is available in Herff Jones' eBusiness website. Yearbook advisers and/or staff are asked to record in-school sales in eBusiness so there is one complete list of purchases. Learn more about our business tools at **herff.ly/business-tools**. (LEARN MORE ON PAGE 59).

HERFF JONES OFFERS DIGITAL MEMORIES AND MOBILE APPLICATIONS.

Yearbook Safe provides a lifetime guarantee to replace a student's yearbook should it ever become lost, damaged or stolen. The optional service is \$6.99 at the time the yearbook is purchased. (LEARN MORE ON PAGE 71).

Kudoboards: Since collecting signatures from friends, classmates, family and favorite teachers is one of the best things about yearbooks, Herff Jones has teamed up with Kudoboard to come up with something almost as fun – a virtual yearbook signing party, which allows students to post photos, videos and GIFs with their entries on their classmates boards. Learn more at **herff.ly/kudoboard**.

QR Codes: Yearbook staffs of all grade levels can utilize QR codes to include digital video technology into their yearbooks at no additional charge.

Plus One Digital App: Available at no cost to your school or to anyone who has purchased a yearbook, Plus One, Herff Jones' digital yearbook app, provides yearbook buyers with a digital version of the yearbook for easy, on-the-go access. Learn more at **herff.ly/plus-one.**

eShare: This application is included for all schools and allows yearbook staffs to crowd source photos and portraits from the anyone in the school community. Available as a website or in the Apple Store or Google Play. Learn more at **herff.ly/** ybk-eshare.

HERFF JONES OFFERS "MY YEAR" INSERTS TO COVER CURRENT EVENTS OF SUMMER PRIOR TO THE ACADEMIC SCHOOL YEAR UP TO THE SPRING. (SEE SAMPLES OF PAGE 126).

WORLD YEARBOOK INSERT (MIDDLE & HIGH SCHOOL CURRENT EVENTS)

16 full-color pages of content appropriate for middle and high school students Available in sizes 7, 8, or 9 May be sewn-in or inserted with kleenstick tape

OUR WORLD INSERT (MIDDLE & ELEMENTARY CURRENT EVENTS)

Four full-color pages of content appropriate for younger students Available in size 7 and 8 May be sewn-in or inserted with kleenstick tape

b. Explanation of price differentials between spring, summer, or fall deliveries.

THERE IS NO PRICE DIFFERENCE IN SPRING, SUMMER OR FALL DELIVERIES.

c. Complete list of all features, products and services which would be available to all County middle schools including discount incentives.

HERFF JONES FEATURES AND SERVICES ARE AVAILABLE AT ALL LEVELS. (SEE MORE IN SCOPE OF SERVICES STARTING ON PAGE 45).

DISCOUNT INCENTIVES AVAILABLE EVERY YEAR TO HELP SCHOOLS SELL, PRODUCE, AND LEARN.

EACH SCHOOL CHOOSES ONE:

STAFF T-SHIRTS	15
PADFOLIOS	10
EDUCATIONAL MATERIALS	Printed curriculum bundle:
	One complete 12-module set and 10 three-module sets
	OR 25 three-module sets
WORLD YEARBOOK/OUR WORLD	50 copies

WORLD YEARBOOK/OUR WORLD SCHOLARSHIP

1 YBKNVA Workshop Scholarship (per school per year)



SAMPLE WORLD YEARBOOK



SAMPLE OUR WORLD





TAB 9: APPENDICES FINANCIAL STATEMENTS



INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 128-161.



THANK YOU



Attachment H

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 Herff Jones, LLC

(hereinafter referred to as "Division") and (hereinafter referred to as "Provider") on

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 <u>et. seq.</u>; 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. <u>Purpose of DPA</u>. 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. <u>Nature of Services Provided</u>. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

Herff Jones collects only the data required for the creation of the yearbooks. Student and Faculty Names, grade, extra curricular activity participation. Students and parents may also provide address, email address and phone.

3. <u>**Division Data to Be Provided**</u>. 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 <u>Exhibit "B"</u>:

Herff Jones collects only the data required for the creation of the yearbooks. Student and Faculty Names, grade, extra curricular activity participation. Students and parents may also provide address, email address and phone.

4. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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. <u>Parent Access</u>. 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. <u>Separate Account</u>. 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. <u>Third Party Request</u>. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

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5. <u>Subprocessors</u>. 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

- 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. <u>Parent Notification of Rights</u> 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.** <u>Unauthorized Access Notification</u>. 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) <u>Privacy Compliance</u>. 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) <u>Authorized Use</u>. 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) <u>Employee Obligations</u>. 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 v. 1.0

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 shalt 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 deidentified 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 securly destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters 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) <u>Advertising Prohibition</u>. 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.

ARTICLE V: DATA PROVISIONS

- 1. <u>Data Security</u>. 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.
- 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 v. 1.0 5 of 19

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. <u>Term</u>. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses any Division Data.
- **B.** <u>Termination</u>. 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. <u>Data Transfer Upon Termination or Expiration</u>. 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 asuccessful 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. <u>Effect of Termination Survival</u>. 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. <u>Priority of Agreements</u>. 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.** <u>Amendments</u>: 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.** <u>Severability</u>. 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.** <u>Governing Law; Venue and Jurisdiction</u>. 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. <u>Authority</u>. Provider represents that it is authorized to bind to the terms of this Agreement, including Virginia School Data Privacy Agreement v. 1.0 7 of 19

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. <u>Waiver</u>. 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.** <u>Successors Bound</u>: 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. <u>Electronic Signature</u>: 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.** <u>Notice</u>. 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:	ame: Sales Partner - Denise Miller				
Title:	Sales Representative, Yearbook				
Address:	9954 Orchard Meadow, Mechanicsville, VA23116				
eMail:	djmiller@herffjones.com				
Phone:	(804) 405-0809				

The designated representative for the Division for this Agreement is:

Name:	
Title:	
Address:	
eMail:	
Phone:	

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

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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: Sales Partner - Denise Miller				
Title:	Sales Representative, Yearbook			
Address: 9954 Orchard Meadow, Mechanicsville, VA23116				
eMail:	djmiller@herffjones.com			
Phone:	(804) 405-0809			

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Virginia Student Data

Privacy Agreement as of the last day noted below.

Provider Signature Samantha Crouse

Date:	3/9/2022			
Printed 1	Name:	Samantha Crouse		
Title:	IT Sec	urity Manager		

Division Signature John B. Wack

Date:	08/24/2022			
Printed	Name:	John B. Wack		
Title:	Chief	Financial Officer		

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]

Herff Jones provides a digital platform to create yearbook content and provides printing services of the materials.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system	Conduct	Conduct or behavioral data	
Application Technology	IP Addresses of users, Use of cookies etc. Other application			Date of Birth Place of Birth Gender Ethnicity or	
Meta Data	technology meta data- Please specify:			race Language information (native,	
Application Use Statistics	Meta data on user interaction with application	X	Demographics	preferred or primary language spoken by student)	
R	Standardized test scores Observation			Other demographic information- Please specify:	
Assessment	data			Student school enrollment	
Attendance	Other assessment data-Please			Student grade level Homeroom	
	specify:			Guidance counselor	
	Student school (daily) attendance data		Enrollment	Specific curriculum programs	
	Student class attendance			Year of graduation	□×
	data Online communications		Other enrollment information- Please specify:		
Communications			Parent/Guardian Contact Information	Address Email Phone	

	Parent ID			number	
Parent/ Guardian ID	number (created to			State ID number	
Parent/	link parents to students)			Provider/App assigned student ID number	
Guardian Name	Last			Student app username	
Schedule	Student scheduled courses			Student app passwords	
	Teacher names		Student Name	First and/or Last	X
Special Indicator	English language learner information		Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
	Low income status				
	Medical alerts /health data				
	Student disability information				
	Specialized education				
	services (IEP or 504)		Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	□X
	Living situations (homeless/ foster care)				
	Other indicator information- Please specify:		Student Survey Responses	Student responses to surveys or	
Student	Addresse			questionnaires	
Student Contact Information	Address Email Phone		Student work	Student generated content;	
Student Identifiers	Local (School district) ID			writing, pictures etc. Other student	

	work data - Please specify:	
	Student course grades	
	Student course data	
Transcript	Student course grades/perfor- mance scores	
	Other transcript data -Please specify:	
	Student bus assignment	
Transportation	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

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.

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, <u>i.e.</u>, 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: 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 v. 1.0

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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 <u>Exhibit B</u> 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.

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Herff Jones, LLC

[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

[KBy (Insert Date] 1 year post engagment

4. Signature of Authorized Representative of Division

BY:	Date:
Printed Name:	Title/Position:
5. Verification of Disposition of Data	
BY:	Date:
Printed Name:	Title/Position:

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 though 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 statues; (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: Samantha Crouse	Date: 3/9/2022	
Printed Name: Samantha Crosue	IT Security Manager	

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:_____

Printed Name:_____

Date:_____

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:

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Email Address

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