

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

LUUV L. ZUZU
July 1, 2025
High School Yearbooks
00004
2308A
966.66 and 966.67
300.00 and 300.07
July 1, 2025 through June 30, 2026
1 remaining one-year renewal period through 2027
HCPS
Kennedy Venaglia
804-652-3640
kmvenaglia@henrico.k12.va.us
Yes
Varsity Yearbook
14460 Varsity Brands Way
Farmers Branch, TX 75244
Denise Miller
804-405-0809
djmiller@varsity.com
765187
Non-Swam
As per contract
As needed
County of Henrico
Jon Creger, VCA, VCO
Procurement Analyst II
804-501-5664
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.

Exhibit A - Price Schedule for Contract 2308A

No. of Yearbooks	<168 Pages	168-240 Pages	>240 Pages
< 250	<\$37.87	\$37.87 - \$50.94	>\$50.94
251-625	<\$38.05	\$38.05 - \$36.53	>\$36.53
626-999	<\$28.75	\$28.72 - \$26.81	>\$26.81
>1000	<\$21.30	\$21.30 - \$26.52	>\$26.52

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

PARTNERSHIP BENEFIT SUMMARY

We estimate that the total annual printing costs across all nine (9) high schools of HCPS will be approximately \$300K. The following partnership benefits are available to each Henrico County Public Schools high school upon selecting Herff Jones as the partner provider for Yearbooks for all high schools:

YEARBOOK-SPECIFIC BENEFITS | up to \$35,525 in total value

We are pleased to offer to each Henrico County high school the following yearbook program-specific benefits, if selected as printing partner for all nine (9) high schools in district.

GRADUATED ANNUAL REBATE | \$30,350 in total estimated value across all HCPS high schools

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	*Credit calculated from prior year total

YEARBOOK PLANT TOUR & ENRICHMENT | for Yearbook Adviser - \$1,800 retail value per school

Travel (airfare), Lodging & Meals for an on-site learning opportunity & tour of the state-of-the-art Kansas City yearbook printing facility. Only requirement from each school is to provide professional development time-off for adviser to participate. Date for tour event TBD and in cooperation with health & safety recommendations.

15 FREE YEARBOOKS EACH YEAR | for school community - \$3,375 value across all HCPS high schools

CHARACTER / MOTIVATIONAL SPEAKER | up to \$15,000 value

A professional platform speaker will be provided for up to 2 days, 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 Public Schools, in collaboration with Herff Jones & Varsity Brands, will determine how to best use this resource.

SCHOOL BRANDING BENEFIT | up to \$131,400 total value

This benefit serves each school as a whole and is not a yearbook-specific benefit.

IDENTITY BRANDING | Development of visual identity or refresh of existing - \$7,500 retail value

One mascot creation or refresh

Three Marks

Brand Guide & password-protected Brand Locker

CAMPUS BRANDING | Power Media Package - \$3,900 retail value

8' x 10' Deluxe Media Backdrop (double-sided... back side can be a green screen!)

8' Tablecloth

10' x 10' Pop Up Tent

DREAM SEATS | Custom Branded Furniture - \$3,200 retail value

Six Custom Branded Sled Chairs (excellent for main office guest seating)

PARTNERSHIP BENEFIT SUMMARY CONT.

BELIEVE IN YOU VIDEO SERIES | up to \$67,500 in 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. This program saves each school time & energy.

BELIEVE IN YOU EMPOWERMENT JOURNALS | up to \$33,750 in total value

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

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 high 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.

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

OFFERINGS & OPTIONS

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

a. Online orders, 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. (LEARN MORE ON PAGE 59).

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 61).

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 60).

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 High Schools including discount incentives.

HERFF JONES FEATURES AND SERVICES ARE AVAILABLE AT ALL LEVELS.

(SEE MORE IN SCOPE OF SERVICES STARTING ON PAGE 48).

OFFERINGS & OPTIONS

DISCOUNT INCENTIVES AVAILABLE EVERY YEAR TO HELP SCHOOLS SELL, PRODUCE, **AND LEARN**

EACH SCHOOL CHOOSES ONE:

STAFF T-SHIRTS 15

MARKETING PACKAGE Six signs, two banners

PADFOLIOS 10

EDUCATIONAL MATERIALS Printed curriculum bundle:

One complete 12-module set and 10 three-module sets

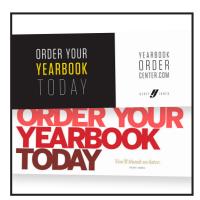
OR 25 three-module sets

WORLD YEARBOOK/OUR WORLD 50 copies

SCHOLARSHIP 1 YBKNVA Workshop Scholarship (per school per year)













VALUE ADDED PROGRAMS



VARSITY BRANDS

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.



WEINSPIRE

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®

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.



CAMPUS BRANDING

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



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



JOURNALS SEL BY UPEN



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 book

 Qty 275-500:
 \$157 per pack --- \$6.30 per book

 Qty 525-1,000:
 \$141 per pack --- \$5.67 per book

 Qty 1,025-10,000:
 \$127 per pack --- \$5.08 per book

Qty >10,000: Call for Pricing

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

VALUE ADDED PROGRAMS CAMPUS BRANDING

The thumbnails below show the items included in the Power Media Package: Pop-Up Tent, Media Backdrop & Tablecloth. **One Power Media package is included in this proposal for each Henrico County high 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!





















Thumbnail of Dream Seat Sled Chair

VALUE ADDED PROGRAMS IDENTITY BRANDING

Our branding experts work with your key stakeholders to develop a brand that highlights existing traditions while building the foundation for new ones. VIP Branding completes branding in three phases — discovery, development, and deployment - to ensure a smooth transition throughout campus and community.

Deliverables could include:

Logos—Custom mascot creation and complementary logos



- Brand Guide—A unique guide that contains the official school logos, colors, and with tips on how to use the assets efficiently. By utilizing the Brand Guide, you control the brand on campus and in your community.
- Brand Locker—Online password protected website that hosts the official brand art files for each school. The artwork is provided in 4 different formats (.jpeg, .png, .eps and .ai) for each brand image.





SMIRE 1634 - Medinor

COMMONWEALTH OF VIRGINIA

County of Henrico

Annual Contract for High School Yearbooks Contract No. 2308A 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. 2308A (the "Contract") dated August 9, 2022 to provide High School Yearbooks 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 15, 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 2308A be transferred and assigned to Hercules Achievement, LLC dba Varsity Yearbook and any notices required under RFP 23-2308-2KMW 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 2308A 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 County School Board of Henrico County, Virginia Yearbook 14460 Varsity Brands Way 3920 Nine Mile Road Farmers Branch, TX 75244 Richmond, VA 23223 Secon Trot Oscar Knott, CPP, CPPO, VCO Signature Procurement Analyst II John Cox, Vice President - Sales 04/23/2024 Printed Name and Title Date 4/19/2024 Date APPROVED AS TO FORM: Assistant County Attorney

> 4/23/2024 Date

Exhibit A - Price Schedule for Contract 2308A

No. of Yearbooks	<168 Pages	168-240 Pages	>240 Pages
< 250	<\$37.87	\$37.87 - \$50.94	>\$50.94
251-625	<\$38.05	\$38.05 - \$36.53	>\$36.53
626-999	<\$28.75	\$28.72 - \$26.81	>\$26.81
>1000	<\$21.30	\$21.30 - \$26.52	>\$26.52

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

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. 2308A 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. 2308A (the "Contract") dated August 9, 2022 to provide High School Yearbooks 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	County School Board of Henrico County,
	Virginia
4501 W. 62 nd Street	3920 Nine Mile Road
Indianapolis, IN 46268	Richmond VA 23223
1.44	6)
Denise Miller	(bon too
Signature	Oscar Knott, CPP, CPPO, VCO
	Purchasing Director
Denise Miller, Herff Jones Yearbooks Sales Representative	
Printed Name and Title	3/19/23
	Date
May 12, 2023	_
Date	
	APPROVED AS TO FORM:
	Alynd Brown
	Assistant County Attorney
	5115/23
	Date

Exhibit A - Price Schedule for Contract 2308A

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626-999	<\$27.88	\$27.88 - \$26.03	>\$26.03
>1000	<\$20.68	\$20.68 - \$25.75	>\$25.75

Delivery Charges Included

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Minor Change, per page – No Charge
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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 - \$291 per color
Standard litho in lieu of black - \$201
Printing on D or E side (black ink) - \$344
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
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May be sewn-in or inserted with kleenstick tape

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4-page increments from page 4 pages to 48 pages
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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

CO HENRICO J

COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract Contract No. 2308A

This Non-Professional Services Contract (this "Contract") entered into this 20th 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. 22-2308-2KMW (the "Request for Proposals"), for High School Yearbooks.

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 General Contract Terms and Conditions included in the Request for Proposals;
- 4. Herff Jones Software Licensing Agreements (Exhibit C);
- 5. Contractor's Best and Final Offer dated June 8, 2022 and July 18, 2022 (Exhibit D).
- 6. Contractor's Original Proposal dated March 9, 2022 (Exhibit E).
- 7. The Scope of Services included in the Request for Proposals.

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

Herff Jones, LLC

County School Board of Henrico County,
Virginia

4501 W. 62nd Street
Indianapolis, IN 46268

Henrico, VA 23223

Signature

Annette Rollyson, Regional Sales Mgr

Printed Name and Title

Oscar Knott, CPP, CPPO, VCO, Purchasing Director

8/9/22

Date

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

bound hereby.

Date

APPROVED AS TO FORM

Alyssald Brown 8/5/22

Exhibit A - Price Schedule for Contract 2308A

No. of Yearbooks	<168 Pages	168-240 Pages	>240 Pages
< 250	<\$34.69	\$34.69 - \$46.66	>\$46.66
251-625	<\$34.85	\$34.85 - \$33.46	>\$33.46
626-999	<\$26.30	26.30 - \$24.56	>\$24.56
>1000	<\$19.51	\$19.51 - \$24.29	>\$24.29

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

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

PARTNERSHIP BENEFIT SUMMARY

We estimate that the total annual printing costs across all nine (9) high schools of HCPS will be approximately \$300K. The following partnership benefits are available to each Henrico County Public Schools high school upon selecting Herff Jones as the partner provider for Yearbooks for all high schools:

YEARBOOK-SPECIFIC BENEFITS | up to \$35,525 in total value

We are pleased to offer to each Henrico County high school the following yearbook program-specific benefits, if selected as printing partner for all nine (9) high schools in district.

GRADUATED ANNUAL REBATE | \$30,350 in total estimated value across all HCPS high schools

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	*Credit calculated from prior year total

YEARBOOK PLANT TOUR & ENRICHMENT | for Yearbook Adviser - \$1,800 retail value per school

Travel (airfare), Lodging & Meals for an on-site learning opportunity & tour of the state-of-the-art Kansas City yearbook printing facility. Only requirement from each school is to provide professional development time-off for adviser to participate. Date for tour event TBD and in cooperation with health & safety recommendations.

15 FREE YEARBOOKS EACH YEAR | for school community - \$3,375 value across all HCPS high schools

CHARACTER / MOTIVATIONAL SPEAKER | up to \$15,000 value

A professional platform speaker will be provided for up to 2 days, 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 Public Schools, in collaboration with Herff Jones & Varsity Brands, will determine how to best use this resource.

SCHOOL BRANDING BENEFIT | up to \$131,400 total value

This benefit serves each school as a whole and is not a yearbook-specific benefit.

IDENTITY BRANDING | Development of visual identity or refresh of existing - \$7,500 retail value

One mascot creation or refresh

Three Marks

Brand Guide & password-protected Brand Locker

CAMPUS BRANDING | Power Media Package - \$3,900 retail value

8' x 10' Deluxe Media Backdrop (double-sided... back side can be a green screen!)

8' Tablecloth

10' x 10' Pop Up Tent

DREAM SEATS | Custom Branded Furniture - \$3,200 retail value

Six Custom Branded Sled Chairs (excellent for main office guest seating)

PARTNERSHIP BENEFIT SUMMARY CONT.

BELIEVE IN YOU VIDEO SERIES | up to \$67,500 in 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. This program saves each school time & energy.

BELIEVE IN YOU EMPOWERMENT JOURNALS | up to \$33,750 in total value

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

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 high 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.

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

OFFERINGS & OPTIONS

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

a. Online orders, 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. (LEARN MORE ON PAGE 59).

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 61).

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 60).

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 High Schools including discount incentives.

HERFF JONES FEATURES AND SERVICES ARE AVAILABLE AT ALL LEVELS.

(SEE MORE IN SCOPE OF SERVICES STARTING ON PAGE 48).

OFFERINGS & OPTIONS

DISCOUNT INCENTIVES AVAILABLE EVERY YEAR TO HELP SCHOOLS SELL, PRODUCE, **AND LEARN**

EACH SCHOOL CHOOSES ONE:

STAFF T-SHIRTS 15

MARKETING PACKAGE Six signs, two banners

PADFOLIOS 10

EDUCATIONAL MATERIALS Printed curriculum bundle:

One complete 12-module set and 10 three-module sets

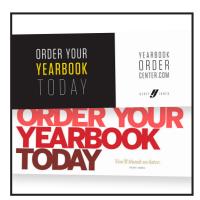
OR 25 three-module sets

WORLD YEARBOOK/OUR WORLD 50 copies

SCHOLARSHIP 1 YBKNVA Workshop Scholarship (per school per year)













VALUE ADDED PROGRAMS



VARSITY BRANDS

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.



WEINSPIRE

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

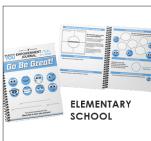
We have raised more than \$7 million for St. Jude Children's Hospital. Treatments invented there have pushed the overall childhood cancer survival rate from 20 to more than 80 percent since it opened 50 years ago.



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®

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.



CAMPUS BRANDING

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



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



JOURNALS SEL BY UPEN



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 book

 Qty 275-500:
 \$157 per pack --- \$6.30 per book

 Qty 525-1,000:
 \$141 per pack --- \$5.67 per book

 Qty 1,025-10,000:
 \$127 per pack --- \$5.08 per book

Qty >10,000: Call for Pricing

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

VALUE ADDED PROGRAMS CAMPUS BRANDING

The thumbnails below show the items included in the Power Media Package: Pop-Up Tent, Media Backdrop & Tablecloth. **One Power Media package is included in this proposal for each Henrico County high 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!





















Thumbnail of Dream Seat Sled Chair

VALUE ADDED PROGRAMS IDENTITY BRANDING

Our branding experts work with your key stakeholders to develop a brand that highlights existing traditions while building the foundation for new ones. VIP Branding completes branding in three phases — discovery, development, and deployment - to ensure a smooth transition throughout campus and community.

Deliverables could include:

Logos—Custom mascot creation and complementary logos



- Brand Guide—A unique guide that contains the official school logos, colors, and with tips on how to use the assets efficiently. By utilizing the Brand Guide, you control the brand on campus and in your community.
- Brand Locker—Online password protected website that hosts the official brand art files for each school. The artwork is provided in 4 different formats (.jpeg, .png, .eps and .ai) for each brand image.





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 ("Herff Jones Software Licensing Agreement") 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;
- 16. 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 § 2.2-4363 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;
- 25. 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;
- 28. 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	County School Board of Henrico County, Virginia
By: Auntte Kellysm (Signature)	By: Digitally signed by: Oscar Knott
Name: Annette Rollyson (Print)	Name: Oscar Knott, CPP, CPPO, VCO (Print)
Title: Regional Sales Manager	Title: Purchasing Director
Date: 07/20/2022	Date: 8/9/22

APPROVED AS TO FORM

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.



June 8, 2022

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

RE: RFP 22-2308-2KMW - Yearbooks

Regarding Attachment A - BAFO Pricing

In addition to our Partnership Benefit Offerings found on page 122 and 123 in our response that remain firm, Herff Jones will offer updated BAFO Pricing on Attachment A as indicated.

No. Copies: 1,000 No. Pages: 240 Total: \$8,672.50 Cost Per Copy: \$34.69

No. Copies: 250 No. Pages: 168 Total: \$24,290

Cost Per Copy: \$24.29

Deruse Miller

Most sincerely,

Denise Miller

Herff Jones Yearbooks Sales Representative

HERFF JONES.

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

BY YOUR SIDE.

Attachment A

BAFO Pricing

Type: All color

Trim Size: 9
No. Copies: 1,000
No. Pages: 240

Binding: Smythe Sewn, rounded, and backed Cover: Company or School Design, 150 pt.

Binder board

Delivery: By June 1

Paper: 100# matte or enamel

Proofs: Online Computer Type: PC

Other: Unlimited use of graphics, multiple

screens, 1-12 pts. Rule lines, close register elements, background

prints, company folios Index (10 pages) Cover Die Cut:

Cover grained/embossed 2 Color Custom End Sheet

Total cost to school for 1,000 yearbooks as specified above \$24,290

Cost per yearbook as specified above \$24.29

Delivery charges \$ Included

Change order costs (not to exceed): \$\frac{No charge}{}\$

Type: All color

Trim Size: 9
No. Copies: 250
No. Pages: 168

Binding: Smythe Sewn, rounded, and backed Cover: Company or School Design, 150 pt.

Binder board

Delivery: By June 1

Paper: 80# matte or enamel

Proofs: Online Computer Type: PC

Other: Unlimited use of graphics, multiple

screens, 1-12 pts. Rule lines, close register elements, background

prints, company folios Index (10 pages) Cover Die Cut:

Cover grained/embossed 2 Color Custom End Sheet

Total cost to school for 250 yearbooks as specified above \$ 8,672.50

Cost per yearbook as specified above \$34.69

Delivery charges \$ Included

Change order costs (not to exceed): \$\frac{No Charge}{}\$



July 18, 2022

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

RFP No. RFP 22-2308-2KMW High School Yearbooks Sliding Scale

High Schools	No. of Copies	No. of Pages		
		<168	168-240	>240
	<250	<\$34.69	\$34.69 - \$46.66	>\$46.66
	251-625	<\$34.85	\$34.85 - \$33.46	>\$33.46
	626-999	<\$26.30	\$26.30 - \$24.56	>\$24.56
	>1000	<\$19.51	\$19.51 - \$24.29	>\$24.29

Most sincerely,

Deruse Miller

HERFF JONES.

HERFF JONES

DENISE MILLER YEARBOOK SALES REPRESENTATIVE

PROPOSAL FOR

HENRICO COUNTY PUBLIC SCHOOLS HIGH SCHOOL YEARBOOK SERVICES

RFP NO. 22-2308-2KMW

REDACTED



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COVER LETTER

WITH A MISSION OF

ELEVATING the students' experiences through their educational journey, the Yearbook team of Herff Jones is committed to providing the comprehensive yearbook services described herein.

While working with the Henrico
County Public Schools middle
schools over the past five years, and
many elementary schools over the
years, we have listened closely to
the needs of our customer schools
- offering diverse book options,
custom training sessions and
expert guidance from a local and
experienced representative.

At the beginning of the year, we arrange a schedule of meetings for the entire year. Working with advisers, yearbook staffs and principals, goals are developed and an achievement process is determined. Scheduled visits vary upon adviser experience level and individual school circumstances. All aspects of the yearbook process are developed including yearbook training, finances, organization, motivation, technology, etc. Communications are promptly returned within 24 hours, however, often the same day.

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, allows schools to create a keepsake book where the history of one year is forever curated and shared. Our eDesign online page design program allows advisers and staffs to utilize Canva for yearbook creativity with great ease. The use of Canva to create your yearbook is a benefit exclusive to Herff Jones schools.

We offer merchandising support as a solution for your sales needs, including ship to home options and email marketing. Online Ad Creation provides parents the opportunity to create a personalized page for the yearbook using our creative design program.

We bundle into our support unmatched curriculum materials, technical support and local seasoned representatives who understand the challenges you face, the sacrifices you make and the desire you possess to produce a quality product.

I encourage you to take a close look at our references. They speak volumes about what you can expect from a yearbook partnership with our company. You can count on Herff Jones.

Within our enclosed RFP response for Henrico County Public Schools, we hope you will find the yearbook products and services we propose meets, and indeed exceeds, your expectations.

I assure you that you will find a superior level of dedicated service to the students and families of Henrico County Public Schools. I 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

Singlerely,

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. 22-2308-2KMW- High School Yearbooks.

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: WHILLIAM 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

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Herff Jones, LAC This form completed by: Signature:	Title: Sales Representative, Yearbook
r	•
Date: 3/9/2022	
PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING TO BELOW.	THE APPROPRIATE BOX(ES)
(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) If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE).	SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, http://eva.virginia.gov . eVA Registered?
DEFINITIONS	
For the purpose of determining the appropriate business category, the "Small business" means a business, independently owned, and controlled by one or more individuals who at has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three ye 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 corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership.	re U.S. citizens or legal resident aliens, and together with affiliates, arrs. One or more of the individual owners shall control both the are U.S. citizens or legal resident aliens, or in the case of a
or legal resident aliens, and both the management and daily business operations are controlled by one or more "Minority-owned business" means a business that is at least 51 percent owned by one or more minority ind of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity own company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident a	women. ividuals who are U.S. citizens or legal resident aliens, or in the case ership interest in the corporation, partnership, or limited liability

"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:

controlled by one or more minority individuals.

- 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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

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

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

ATTACHMENT C

Virginia State Corporation Commission (SCC) Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-
is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the

SCC identification number after the due date for bids:

ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR. Hell Jones, LLC	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 or proprietary information, line-item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Tab 9: Appendices Audited Financials	Appendices: 129-162	Constitutes trade secrets under Code of Virginia Uniform Trade Secrets Act: § 59.1-336
Tab 3(f) - Customer List	81-84	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

Additional Requirements

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. \boxtimes Other as Specified Below Publishers Errors and Omissions/Media Liability Coverage, minimum limit \$1,000,000 per claim.

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly

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

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

outlined in the contract documents.



CERTIFICATE OF LIABILITY INSURANCE

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 Blyd	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-	-467-2378			
P.O. Box 305191	E-MAIL ADDRESS: certificates@willis.com				
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Travelers Property Casualty Company of Ame	25674			
INSURED	INSURER B: Travelers Indemnity Company of CT				
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		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	×	CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000 \$ 1,000,000
A		CLAIMS-MADE COCCUR	_					PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000
			Y		TJ-GLSA-6E004859-TIL-21	07/30/2021	07/30/2022	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	×	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						COMPLIED ON OLE LINET	\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	×	ANY AUTO				07/30/2021 0	07/30/2022	BODILY INJURY (Per person)	\$
A		OWNED SCHEDULED AUTOS ONLY	Y		TJ-CAP-6E004847-TIL-21			BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY Eired Autos						PROPERTY DAMAGE (Per accident)	\$
	×	Ded. Hired Autos							\$
A	×	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
ı		DED X RETENTION \$ 10,000							\$
		RKERS COMPENSATION						X PER OTH- STATUTE ER	
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A		(-0(00001 01 51	в-6р863791-21-51-к 07/30/2021	30/2021 07/30/2022	E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)	N/A		UB-6P863791-21-51-K			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Cyb	er 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	
Henrico, CA 23273	

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 22312546

BATCH: 2439846

AGENCY CUSTOMER ID:	
1.00 #.	



ADDITIONAL REMARKS SCHEDULE

Page	2	of	2

See Page 1	EFFECTIVE DATE: See Page 1	
CARRIER NAIC CODE		
See Page 1		
POLICY NUMBER	Indianapolis, IN 46268	
AGENCY Willis Towers Watson Insurance Services West, Inc.	NAMED INSURED Herff Jones, LLC4501 W. 62nd Street	

ADDITIONAL REMARKS							
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,							
FORM NUMBER:25 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: 30

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.

IL T4 05 03 11

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Page 1 of 1

POLICY NUMBER: TJ-GLSA-6E004859-TIL-21 ISSUE DATE: 07-30-2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 behalf:

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

ISSUE DATE: 03-02-22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

State of Special or **Temporary Employment Alternate Employer Address** 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

DATE OF ISSUE: ST ASSIGN: Page 1 of 1

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 school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;

And (select one of the following)

None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.

or

One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.).

Signature of Authorized Representative

Denise Miller

Printed Name of Authorized Representative

Herff Jones, LLC

Printed Name of Vendor (if different than Representative)

Page 29 of 31

Department of the Treasury Internal Revenue Service

• Form 1099-INT (interest earned or paid)

Request for Taxpayer Identification Number and Certification

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

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; Herff Jones, LLC	do not leave this line blank.								
	2 Business name/disregarded entity name, if different from above									
age 3.	Check appropriate box for federal tax classification of the person whose n following seven boxes.	ame is entered on line 1. Check	only one	of the	certa	emption: in entitie	s, not	indiv		
on p	✓ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	on Partnership	Trust/e	state		ictions o ipt payee		•	nv)	
r type uction	Limited liability company. Enter the tax classification (C=C corporation,		10.00						-	
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classificat LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax is disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	from the owner unless the owr purposes. Otherwise, a single-	er of the L	LC is		iption fro (if any)	m FA	—	repo	rting
Seci	☐ Other (see instructions) ►					s to account			utside	the U.S.)
8	5 Address (number, street, and apt. or suite no.) See instructions.	R	equester's	name a	ne and address (optional)					
See	4501 W. 62nd Street									
	6 City, state, and ZIP code Indianapolis, IN 46268									
¥	7 List account number(s) here (optional)									
	List account number (s) here (optional)									
Pari	Taxpayer Identification Number (TIN)									
	our TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to avoic	So	cial sec	urity i	number				
backu	withholding. For individuals, this is generally your social security n	umber (SSN). However, for			1		1			
	nt alien, sole proprietor, or disregarded entity, see the instructions for s, it is your employer identification number (EIN). If you do not have a				-		_			
TIN, la		a number, see now to get a	or		_					
Note:	f the account is in more than one name, see the instructions for line	1. Also see What Name and	j Em	Employer identification number						
Numbe	er To Give the Requester for guidelines on whose number to enter.		3	5 -	- 1	6 3	7	7	1	4
] -	5.5			Ĺ	313	7
Part	II Certification									
	penalties of perjury, I certify that:									
	number shown on this form is my correct taxpayer identification nur	· · · · · · · · · · · · · · · · · · ·				• • •		المصا	Dav.	
Serv	not subject to backup withholding because: (a) I am exempt from b rice (IRS) that I am subject to backup withholding as a result of a fail onger 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 exer	mpt from FATCA reporting i	s correct							
you ha acquisi other th	cation instructions. You must cross out item 2 above if you have been ye failed to report all interest and dividends on your tax return. For real tion or abandonment of secured property, cancellation of debt, contribu- nan interest and dividends, you are not required to sign the certification	estate transactions, item 2 do utions to an individual retirem	es not ap ent arran	ply. For gement	mort (IRA)	tgage in , and ge	terest nerall	t paid ly, pa	d, ayme	ents
Sign Here	Signature of U.S. person ►	Dat	e► 1	/11/2	022					
Ger	eral Instructions	 Form 1099-DIV (divid funds) 	ends, inc	luding	those	from s	tocks	or r	nutu	ıal
Section noted.	n references are to the Internal Revenue Code unless otherwise	 Form 1099-MISC (vai proceeds) 	ious type	es of ind	come	, prizes	, awa	ırds,	or g	ıross
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted bey were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock of transactions by brokers 		fund sa	ales a	ınd cert	ain o	ther		
	3400-25	 Form 1099-S (procee 	ds from r	eal est	ate tr	ansactio	ons)			
Purp	oose of Form	• Form 1099-K (mercha								100
inform	vidual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	• Form 1098 (home mo	1.5 5	iterest),	1098	3-E (stud	dent l	oan	inte	rest),
	cation number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption	• Form 1099-C (cancel		•			cosos • cosos			
taxpay	er identification number (ATIN), or employer identification number	 Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident 								
amour	o report on an information return the amount paid to you, or other treportable on an information return. Examples of information include, but are not limited to, the following.	alien), to provide your o	orrect TI	N.			_			
	1099-INT (interest earned or paid)	If you do not retum F be subject to backup w								

later.

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



COMMONWEALTH OF VIRGINIA

ONLINE BUSINESS REGISTRATION

DEPARTMENT OF TAXATION
CERTIFICATE OF REGISTRATION FOR THE COLLECTION OF
Virginia Sales and Use Tax

LOCATION		
Virg	inia Beach - 5	1810
BEGINN	NING LIABILIT	Y DATE
	Nov 2018	
DATE ISSUED)
12	06	2018
	BEGINN	Virginia Beach - 5 BEGINNING LIABILIT Nov 2018 DATE ISSUED

TAX COMMISSIONER

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



2021

PHILIP J. KELLAM COMMISSIONER OF THE REVENUE CITY OF VIRGINIA BEACH CERTIFICATE OF BUSINESS LICENSE

2021



NAME AND ADDRESS	CERTIFICATE NUMBER	LOCATIO	LOCATION OF BUSINESS			
HERFF JONES INC	2021-124803		2556 HORSE PASTURE RD			
T/A FRAMING SUCCESS 4501 W 62ND ST INDIANAPOLIS IN 46268-2587	PLEASE REFER TO THIS NUMBER IN ALL CORRESPONDENCE		VIRGINIA BEACH VA 23453-2963			
	BUSINESS ORIGINATION DATE	MONTH	DAY DAY	YEAR		
	12/09/2008	8	26	2021		

CERTIFICATE EXPIRES: December 31, 2021

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. ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION. 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 www.VBgov.com/cor

License #

2021-124803

Date of Receipt:

08/26/2021

Amount Paid:

\$2,716.23

Cumulative Payment(s):

\$13,063.16

Balance Due:

\$0.00



2022

PHILIP J. KELLAM COMMISSIONER OF THE REVENUE CITY OF VIRGINIA BEACH CERTIFICATE OF BUSINESS LICENSE



NAME AND ADDRESS	CERTIFICATE NUMBER	LOCATIO	LOCATION OF BUSINESS			
HERFF JONES INC T/A FRAMING SUCCESS	2022-124803	Access to the second of the se	2556 HORSE PASTURE RD			
4501 W 62ND ST INDIANAPOLIS IN 46268-2587	PLEASE REFER TO THIS NUMBER IN ALL CORRESPONDENCE	DATE 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. ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION. 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

.....

Date of Receipt:

License #

2022-124803 03/01/2022

Amount Paid:

\$18,803.40

Cumulative Payment(s):

\$18,803.40

Balance Due:

\$0.00



COMMONWEALTH OF VIRGINIA

County of Henrico

Addendum No. 1

Date: March 15, 2022 **Request for Proposal:** 22-2308-2KMW

Receipt Date/Time: March 30, 2022, 2:00 p.m. **Subject:** High School Yearbooks

Ladies/Gentlemen,

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

- 1. The Data Security Agreement shall be considered Attachment H. Page 17, Section B. 2 shall be changed from Attachment I to Attachment H.
- 2. See attached "Questions and Answers."

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

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal.

Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,

Kennedy Williams, VCA, VCO Procurement Analyst III Wil203@henrico.us

ACKNOWLEDGEMENT:

Print Name: Denise Miller

Company: Herff Jones, LLC.

Date: 3/17/2022

8600 Staples Mill Road / P.O. Box 90775 / Henrico, VA 23273-0775 Phone: (804)501-5660 / Fax: (804)501-5693

Questions & Answers RFP #22-2308-2KMW High School Yearbooks

- 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" can not be shared with the public. Henrico County is not willing to sign an NDA in advance.
- Q3. Is the last attachment, Data Security Agreement considered Attachment H or Attachment I?
- A3. Please see Addendum No. 1.
- Q4. Can an Offeror obtain copies of previous RFP responses either electronically or by viewing in person?
- A4. Henrico County would be more than happy to share responses electronically, please email Kennedy Williams at wil203@henrico.us for assistance.
- Q5. Attachment G -Sample Specifications (Other) states Cover Die Cut without a size of the die cut. Can Henrico provide a size for die cut?
- A5. A sample yearbook with any size die cut is acceptable.
- Q6. Can Henrico County also confirm that they would like the cover to be Die Cut and Embossed?
- A6. HCPS would like to see a sample yearbook with a die cut and embossed cover.
- Q7. Page 4 states "Administrators set the maximum price of \$50 that can be charged to student for yearbooks. Each school's principal has the option to charge students less than the maximum in his/her school." Is the \$50 solely for the yearbook or does it also include the school newspaper and literary magazine? In the past the \$50 was for all 3 items if the school published all 3.
- A7. The fee covers the newspaper and magazine in most of the high schools.

- Q8. Will the oral interviews be in person or virtually?
- A8. Oral interviews will take place virtually.
- Q9. Page 16 regarding samples. Can I provide more sample materials such as examples of our kit materials and cover materials?

A9. Yes.

Q10. On attachment G, pages 30 and 31. Change order cost (not to exceed) \$_____ Can Henrico County explain exactly what is being asked for here?

A10. Henrico County is looking for the Offeror to provide the cost for a change order after the order is placed and is there a not to exceed amount.



TAB 2 - STATEMENT OF THE SCOPE





General Requirements

The Successful Offeror shall:

1. Provide experienced representatives who will work on a regular basis on-site with school yearbook 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 77 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.



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 65).

Specific Requirements

The Successful Offeror shall:

1. Provide software required for the production of the yearbooks. 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 53-57).

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 58).

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 58**).

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.

SCOPE OF SERVICES

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 yearbook;

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 yearbook staff and advisors, including but not limited to workshops, summer camps, etc.;

WORKSHOPS AND CAMPS ARE AVAILABLE.

We encourage all high schools and middle 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.



4. Provide merchandising, promotion, advertising and fundraising directly related to the yearbook 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 62-64).

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

INSIDE DELIVERY IS INCLUDED AND PLANNED PRIOR TO SHIPMENT

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.

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 99-101).

6. Administrators set the maximum price of \$50 that can be charged to student for yearbooks. 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. Herff Jones offers discounted pricing for literary magazines for customer schools if they choose to include it with the school's publications package.



PESIGN 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.



Check it out!

- redesigned interface. Menus, toolbars and pop-up
- panels are all right where they need to be. » Google Drive integration provides seamless transfer

» Amazing design is more accessible than ever with Canva's fonts, graphics, backgrounds and photoediting capabilities - all integrated into eDesign. » Improve your view and your organization with the

- 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.

IF YOU CAN DREAM IT, YOU CAN CREATE IT.



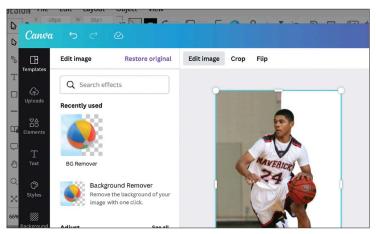




OURTOP6 FAVORITE eDESIGN FEATURES See more at herff.ly/edesign-quicklooks

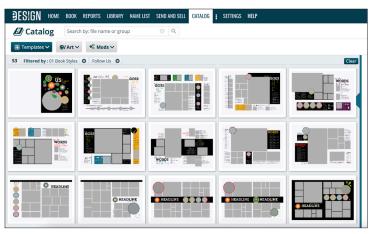
BESIGN





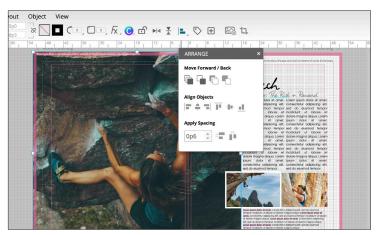
🕦 USE CANVA WITHIN eDESIGN

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.

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.



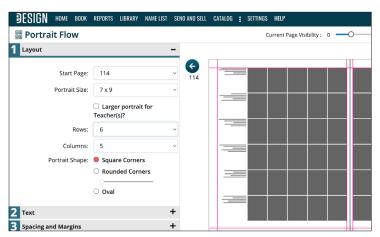
INTUITIVE CONTROLS

Toolbars and menus are right where you need them. Move and resize panels to customize your workspace. Arrange and align selected objects just the way you want. Or, you can even apply a certain amount of spacing between the objects.



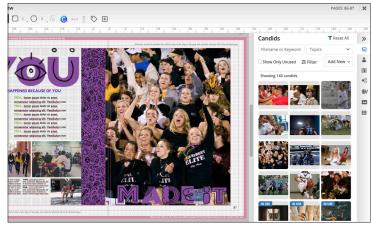
OURTOP6 FAVORITE eDESIGN FEATURES See more at herff.ly/edesign-quicklooks

Canva



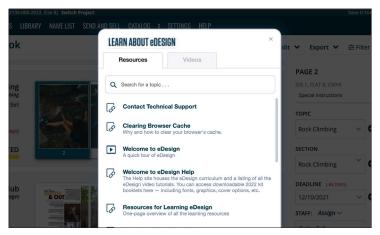
PORTRAIT FLOW

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.



6 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.

BESIGN



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.



PREFLIGHT REPORT

Identify and correct potential problems, including low-resolution 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.



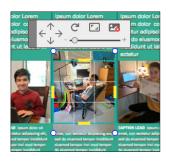
DRAG AND DROP CONVENIENCE

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.



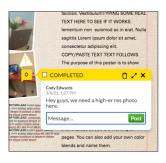
MONITOR WORKFLOW

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.



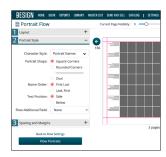
CHAT WITH STICKY NOTES

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 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.



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.



SIMPLIFIED 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.



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.



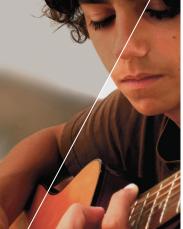
COLORPLUS

AS VIVID AS YOU REMEMBER

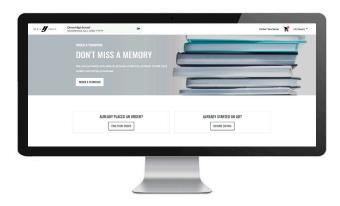
- » Readers deserve true skin tones, balanced color and optimal contrast.
- » Our plant experts pass a color-hue perception test conducted each year so what they see on screen is as close as possible to what prints.
- » With Fuji, we developed proprietary facial-recognition and color-enhancement software 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.











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.



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

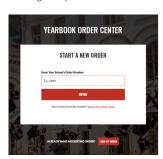
Setting up packages is quick and easy. Enter your sales information, click save and the sale is live. You can even give the packages school-specific names.

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.

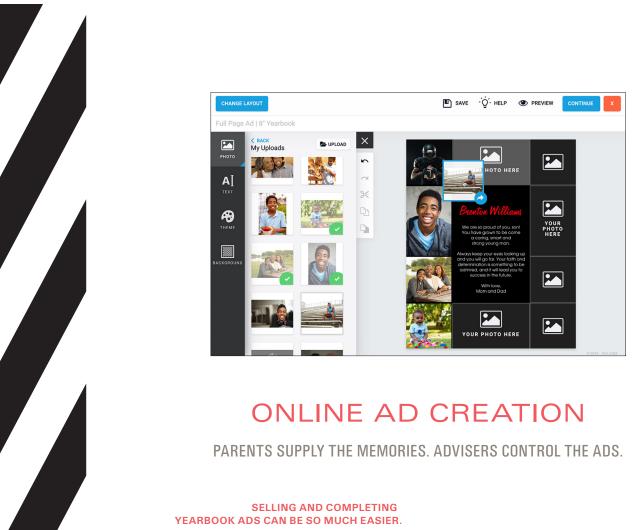
DISCOUNT CODES

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.



- » 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

SALES ASSIST PROGRAM

WERUNTHE CAMPAIGN FOR YOU

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.

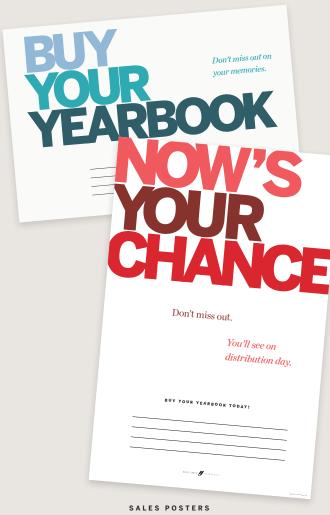
That makes generating and printing reports to check and share your budget status as easy as a click.

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





EMAIL CAMPAIGN





SALES PUSIERS

"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.



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.



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.



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.



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.



ONLINE CURRICULUM

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.



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.

YEARBOK

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 SKILLS IN ONE CLASS: YEARBOOK

Communication Leadership Time management Project management Problem solving Team building Conflict resolution Public speaking JOURNALISM SKILLS
Concept brainstorming
Reporting
Writing
Researching
Photography
Design and layout
Editing
Public relations

BUSINESS SKILLS
Budget planning
Promotion
Advertising
Marketing
Selling
Customer service
Market research

TECHNOLOGY SKILLS
Business software
Graphic design software
Photo-editing software
Online design
Online research
Production management

SOCIAL MEDIA SKILL Storytelling Creating content Organizing content Audience engagement Brand management

HERFF JONE:

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.



WORKSHOPS

NATIONAL WORKSHOPS

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

WHERE INK MEETS PAPER

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.

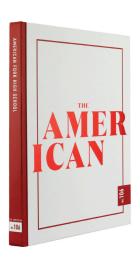


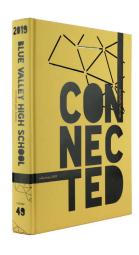
TECHNICAL SUPPORT

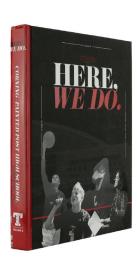
Our certified technical support advisers assist you over the phone, by email or even through online chat. They can log onto your computer remotely to walk you through the necessary steps to correct whatever issue you are having. No question goes unanswered, nor does any call.



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.



COVER ADD-ONS From laser cuts to debossing to using materials like wood or plexiglass, this is the most popular category for getting impressive results.



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.

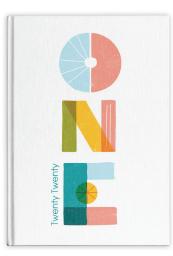
COVER DESIGNS

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.



NATIONAL AWARDS

BOUND 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	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



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 EARNED BY 2021 YEARBOOKS

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



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

a. Describe the 'mission' of your company as a "Yearbook 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 CELEBRATES 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 full-time (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 ON

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

IORE INFORMATION CAN BE FOUND WHEN CLICKING O

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:

IORE 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

ii. Organization and management;



P 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

THE VEARBOOK OALED REPRESENTATIVE WILL MORK WIT

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

OFFEROR INFORMATION MORE INFORMATION CAN BE FOUND WHEN CLICKING ON

RE INFORMATION CAN BE FOUND WHEN CLICKING OF 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 81-84.

2021-2022 CUSTOMER LIST

INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 81-84.

2021-2022 CUSTOMER LIST

INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 81-84.

2021-2022 CUSTOMER LIST

INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 81-84.



TAB 4 - REFERENCES



COUNTY REFERENCES

TERRI STAFFORD

Senior Procurement Officer Procurement Department Stafford County Public Schools staffordtl@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.k12.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 **ERIN WHITE**, Adviser

Thomas Dale High School 804.768.6245 erin white@ccpsnet.net

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 middle 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.



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



Varina High School 7053 Messer Road

Henrico, Virginia 23231 804-266-3139

Dear Sir or Madam:

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 kchollister@henrico.k12.va.us .
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,

Charles E. Stevens, Ed.S.

Miles Eth

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



ORE INFORMATION CAN BE FOUND WHEN CLICKING ON

a. Provide copies of any service/maintenance contracts, sales agreements or software licensing required to be executed in final agreement with your proposal.

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

SAMPLE PRINTING AGREEMENT



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

PRINTING AGREEMENT

Year(s) Covered: 2021 2022 2023 2024 202 New Renewal	25 Date:
Subject to the terms hereof, the Customer (school) named be specified publication during the Years Covered (specified about	elow hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the ove).
School Name: Address: City/State/Zip: Job Number:	Specifications Program: Trim Size: Pages:
Title/Publication: Current Enrollment:	Copies: Submission Method: Cover:
Correspond With Name : Title:	Binding:
Address: City/State/Zip: Phone Number: Fax Number:	Endsheet: Paper:
Email:	Proofs:
Send Invoice To Name: Title: Address: City/State/Zip: Phone Number:	Base Price: \$0.00 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.		
Agreement Total not to exceed for same specifications.	Name	Yearbook Adviser
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.	Name	Principa
VEADDOOK BLANT HOE		
YEARBOOK PLANT USE	Denise Miller	Representing Herff Jones
Customer Number Date Received		

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

SAMPLE SERVICE MEETING FORM

CAN BE PROVIDED TO ADVISER AND/OR PRINCIPAL **FOLLOWING VISIT**

SCHOOL		JOB #	MEETING WITH
WE WENT OVER: □SALES □DEADLINES □PAGES □THEME □STAFF	□PORTRAITS □PROOFS □COVER/ES	□TRAINING □LADDER □OTHER	BOOKS SOLD ADS SOLD \$ IN YOC SALES
			PLANT DEADLINES: PAGES DUE
ADVISER & STAFF	TO DO:		OTHER DATES TO KNOW:
REP TO DO:			RESOURCES:
			hjhelpcenter.com hjhelpcenter.com/edesign-curriculum hjeshare.com yearbookordercenter.com yearbookdiscoveries.com tinyurl.com/YBKNVAresources herff.ly/techsupport

SAMPLE BUDGET UPDATE

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

9 2021	Budget	Job#:	12345	Date:	2/1/2
<i>y</i> 2021	Duugei		Carrie Peak		
		HJ Rep:	Denise Miller		
earbook Printing in Printing Agreement	Expenses Size 900 All Color, 1200 Copies, 240 Pages			\$ 26,4	00.00
Cover Plan	Vista Custom Embossed + Vista Litho			Ψ 20, 1	00.00
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			9	75.00
Cover	UV Coating			6	50.00
Endsheet	2 Four-Color Match Profiled Proofs				
Endsheet	2 Inks, Custom, Different Front and Back				
Misc	World Yearbook: 130 with Kleenstick			3	25.00
	Annual Allowance for Technology/Training: Camera Total Herff	_	Inting . •nses	-2,0 \$26,3	00.00 50.00
earbook Tax and §	Total Herff	_	Inting . Interest	, , ,	
Estimated Sales Tax	Total Herff Shipping Exempt	_	Inting	, , ,	
	Total Herff	_	Inting anses	\$26,3	50.00
Estimated Sales Tax	Shipping Exempt Inc	se Pr		\$26,3 \$26,3	50.00
Estimated Sales Tax	Shipping Exempt Inc	se Pr	Order Total	\$26,3 \$26,3	50.00
Estimated Sales Tax Estimated Shipping	Shipping Exempt Inc	se Pr	Order Total Price Per Copy	\$26,3 \$26,3	50.00
Estimated Sales Tax Estimated Shipping aposits & Balance Date/Description	Shipping Exempt Inc	se Pr	Order Total Price Per Copy Amount Due	\$26,3 \$26,3	50.00 50.00 21.98
Estimated Sales Tax Estimated Shipping sposits & Balance Date/Description 12/5/2020	Shipping Exempt Inc	se Pr	Order Total Price Per Copy Amount Due 10,560.00	\$26,3 \$26,3	50.00 50.00 21.98
Estimated Sales Tax Estimated Shipping aposits & Balance Date/Description	Shipping Exempt Inc	se Pr	Order Total Price Per Copy Amount Due	\$26,3 \$26,3	50.00 50.00 21.98
Estimated Sales Tax Estimated Shipping sposits & Balance Date/Description 12/5/2020	Shipping Exempt Inc	se Pr	Order Total Price Per Copy Amount Due 10,560.00	\$26,3 \$26,3 \$ Amou	50.00
Estimated Sales Tax Estimated Shipping sposits & Balance Date/Description 12/5/2020	Shipping Exempt Inc	se Pr	Order Total Price Per Copy Amount Due 10,560.00 13,200.00	\$28,3 \$28,3 \$ Amou 10,3	50.00 50.00 50.00 int Paint 560.00
Estimated Sales Tax Estimated Shipping sposits & Balance Date/Description 12/5/2020	Shipping Exempt Inc Deposit Subtotal	se Pr	Order Total Price Per Copy Amount Due 10,560.00 13,200.00	\$28,3 \$28,3 \$ Amou 10,3	50.00 50.00 21.98 int Paid

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.

b. Provide four sample yearbooks. See Sec. VII for instructions.

SAMPLES WERE DELIVERED TO COUNTY OF HENRICO PURCHASING DIVISION.

Atlee HS Midlothian HS City HS Washougal HS Prince George HS Stafford HS

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: henricocounty (case sensitive) Password: yearbookhcps (case sensitive)

Select 2022 Mainbook - Editor privileges provided (must be an HJ account to have adviser status for security reasons)

May edit pages 92-103

Log-in will expire on June 1st. Please let us know if you need this date extended further.

Find support and tutorials at hihelpcenter.com

d. Describe your company's effort to provide quality, affordable yearbooks 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 K 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 high schools and middle 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 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 yearbook staff and advisors.

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 66-69).

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

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 62-64).

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 an overview of the major components of the product, to include:

i. Copy

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. 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 58).

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 lowresolution 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

vi. Cover material and components

TRIM SIZES

Size 7: 7 3/4 x 10 1/2

Size 8: 8 1/2 x 11

Size 9: 9 x 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)**

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

ORE INFORMATION CAN BE FOUND WHEN CLICKING ON

xi. Deadlines

DEADLINES ARE SET ACCORDING TO SHIP DATE. PAGE DEADLINES ARE SET BY EACH SCHOOL WITH THE REPRESENTATIVE PRIOR TO PRODUCTION.

HIGH SCHOOL SAMPLE DEADLINES:

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: NOVEMBER

DECEMBER JANUARY FEBRUARY MARCH APRIL

300 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

Cole Endsheets COLORED PAPER OPTIONS ARE AVAILABLE, ALONG WITH LITHO PRINTING.

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

Metalay, per cover (includes dies, foil, run, setup)

Metallay: \$1.62/copy + Die: Plant Quote

ORE INFORMATION CAN BE FOUND WHEN CLICKING ON

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

Icon: \$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

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

MORE INFORMATION CAN BE FOUND WHEN CLICKING ON

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.

PARTNERSHIP BENEFIT SUMMARY

We estimate that the total annual printing costs across all nine (9) high schools of HCPS will be approximately \$300K. The following partnership benefits are available to each Henrico County Public Schools high school upon selecting Herff Jones as the partner provider for Yearbooks for all high schools:

YEARBOOK-SPECIFIC BENEFITS | up to \$35,525 in total value

We are pleased to offer to each Henrico County high school the following yearbook program-specific benefits, if selected as printing partner for all nine (9) high schools in district.

GRADUATED ANNUAL REBATE | \$30,350 in total estimated value across all HCPS high schools

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	*Credit calculated from prior year total

YEARBOOK PLANT TOUR & ENRICHMENT | for Yearbook Adviser - \$1,800 retail value per school

Travel (airfare), Lodging & Meals for an on-site learning opportunity & tour of the state-of-the-art Kansas City yearbook printing facility. Only requirement from each school is to provide professional development time-off for adviser to participate. Date for tour event TBD and in cooperation with health & safety recommendations.

15 FREE YEARBOOKS EACH YEAR | for school community - \$3,375 value across all HCPS high schools

CHARACTER / MOTIVATIONAL SPEAKER | up to \$15,000 value

A professional platform speaker will be provided for up to 2 days, 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 Public Schools, in collaboration with Herff Jones & Varsity Brands, will determine how to best use this resource.

SCHOOL BRANDING BENEFIT | up to \$131,400 total value

This benefit serves each school as a whole and is not a yearbook-specific benefit.

(SEE MORE ABOUT SCHOOL BRANDING ON PAGES 119-120).

IDENTITY BRANDING | Development of visual identity or refresh of existing - \$7,500 retail value

One mascot creation or refresh

Three Marks

Brand Guide & password-protected Brand Locker

CAMPUS BRANDING | Power Media Package - \$3,900 retail value

8' x 10' Deluxe Media Backdrop (double-sided... back side can be a green screen!) 8' Tablecloth

10' x 10' Pop Up Tent

DREAM SEATS | Custom Branded Furniture - \$3,200 retail value

Six Custom Branded Sled Chairs (excellent for main office guest seating)

PARTNERSHIP BENEFIT SUMMARY CONT.

BELIEVE IN YOU VIDEO SERIES | up to \$67,500 in 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. This program saves each school time & energy.

(SEE MORE ON PAGE 117).

BELIEVE IN YOU EMPOWERMENT JOURNALS | up to \$33,750 in total value

Journals designed to teach students, teachers, and staff the necessary 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).

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 high 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.

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

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.



WEINSPIRE

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

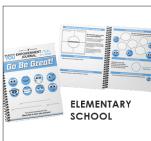
We have raised more than \$7 million for St. Jude Children's Hospital. Treatments invented there have pushed the overall childhood cancer survival rate from 20 to more than 80 percent since it opened 50 years ago.



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®

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.



CAMPUS BRANDING

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



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



JOURNALS SEL BY UPEN



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 book

 Qty 275-500:
 \$157 per pack --- \$6.30 per book

 Qty 525-1,000:
 \$141 per pack --- \$5.67 per book

 Qty 1,025-10,000:
 \$127 per pack --- \$5.08 per book

Qty >10,000: Call for Pricing

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

VALUE ADDED PROGRAMS CAMPUS BRANDING

The thumbnails below show the items included in the Power Media Package: Pop-Up Tent, Media Backdrop & Tablecloth. **One Power Media package is included in this proposal for each Henrico County high 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!





















Thumbnail of Dream Seat Sled Chair

VALUE ADDED PROGRAMS IDENTITY BRANDING

Our branding experts work with your key stakeholders to develop a brand that highlights existing traditions while building the foundation for new ones. VIP Branding completes branding in three phases — discovery, development, and deployment - to ensure a smooth transition throughout campus and community.

Deliverables could include:

Logos—Custom mascot creation and complementary logos



- Brand Guide—A unique guide that contains the official school logos, colors, and with tips on how to use the assets efficiently. By utilizing the Brand Guide, you control the brand on campus and in your community.
- Brand Locker—Online password protected website that hosts the official brand art files for each school. The artwork is provided in 4 different formats (.jpeg, .png, .eps and .ai) for each brand image.







TAB 6 - PRICING PROPOSAL



ATTACHMENT G

SAMPLE YEARBOOK- HIGH SCHOOL: PRICING PROPOSAL I (1,000 Yearbooks with 240 pages)

Sample Specifications:

Type: All color

Trim Size: 9

No. Copies: 1,000 No. Pages: 240

Binding: Smythe Sewn, rounded, and backed Company or School Design, 150 pt. Cover:

Binder board

By June 1 Delivery:

100# matte or enamel Paper:

Proofs: Online Computer Type: PC

Other: Unlimited use of graphics, multiple

screens, 1-12 pts. Rule lines, close

register elements, background

prints, company folios

Index (10 pages) Cover Die Cut:

Cover grained/embossed 2 Color Custom End Sheet

Total cost to school for 1,000 yearbooks as specified above \$24,543.42

Cost per yearbook as specified above \$ 24.54

Delivery charges \$ Included

Change order costs (not to exceed): \$ No Charge

ATTACHMENT G

SAMPLE YEARBOOK- HIGH SCHOOL: PRICING PROPOSAL II (250 yearbooks with 168 pages)

Sample Specifications:

Type: All color

Trim Size: 9 No. Copies: 250 No. Pages: 168

Binding: Smythe Sewn, rounded, and backed Company or School Design, 150 pt. Cover:

Binder board

By June 1 Delivery:

Paper: 80# matte or enamel

Proofs: Online Computer Type: PC

Unlimited use of graphics, multiple Other:

screens, 1-12 pts. Rule lines, close

register elements, background

prints, company folios

Index (10 pages) Cover Die Cut:

Cover grained/embossed 2 Color Custom End Sheet

Total cost to school for 250 yearbooks as specified above \$ 8,736.00

Cost per yearbook as specified above \$ 34.94

Delivery charges \$ Included

Change order costs (not to exceed): \$ No Charge

PARTNERSHIP BENEFIT SUMMARY

We estimate that the total annual printing costs across all nine (9) high schools of HCPS will be approximately \$300K. The following partnership benefits are available to each Henrico County Public Schools high school upon selecting Herff Jones as the partner provider for Yearbooks for all high schools:

YEARBOOK-SPECIFIC BENEFITS | up to \$35,525 in total value

We are pleased to offer to each Henrico County high school the following yearbook program-specific benefits, if selected as printing partner for all nine (9) high schools in district.

GRADUATED ANNUAL REBATE | \$30,350 in total estimated value across all HCPS high schools

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	*Credit calculated from prior year total

YEARBOOK PLANT TOUR & ENRICHMENT | for Yearbook Adviser - \$1,800 retail value per school

Travel (airfare), Lodging & Meals for an on-site learning opportunity & tour of the state-of-the-art Kansas City yearbook printing facility. Only requirement from each school is to provide professional development time-off for adviser to participate. Date for tour event TBD and in cooperation with health & safety recommendations.

15 FREE YEARBOOKS EACH YEAR | for school community - \$3,375 value across all HCPS high schools

CHARACTER / MOTIVATIONAL SPEAKER | up to \$15,000 value

A professional platform speaker will be provided for up to 2 days, 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 Public Schools, in collaboration with Herff Jones & Varsity Brands, will determine how to best use this resource.

SCHOOL BRANDING BENEFIT | up to \$131,400 total value

This benefit serves each school as a whole and is not a yearbook-specific benefit.

IDENTITY BRANDING | Development of visual identity or refresh of existing - \$7,500 retail value

One mascot creation or refresh

Three Marks

Brand Guide & password-protected Brand Locker

CAMPUS BRANDING | Power Media Package - \$3,900 retail value

8' x 10' Deluxe Media Backdrop (double-sided... back side can be a green screen!)

8' Tablecloth

10' x 10' Pop Up Tent

DREAM SEATS | Custom Branded Furniture - \$3,200 retail value

Six Custom Branded Sled Chairs (excellent for main office guest seating)

PARTNERSHIP BENEFIT SUMMARY CONT.

BELIEVE IN YOU VIDEO SERIES | up to \$67,500 in 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. This program saves each school time & energy.

BELIEVE IN YOU EMPOWERMENT JOURNALS | up to \$33,750 in total value

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

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 high 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.

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

OFFERINGS & OPTIONS

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

a. Online orders, 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. (LEARN MORE ON PAGE 59).

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 61).

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 60).

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 High Schools including discount incentives.

HERFF JONES FEATURES AND SERVICES ARE AVAILABLE AT ALL LEVELS.

(SEE MORE IN SCOPE OF SERVICES STARTING ON PAGE 48).

OFFERINGS & OPTIONS

DISCOUNT INCENTIVES AVAILABLE EVERY YEAR TO HELP SCHOOLS SELL, PRODUCE, **AND LEARN**

EACH SCHOOL CHOOSES ONE:

STAFF T-SHIRTS 15

MARKETING PACKAGE Six signs, two banners

PADFOLIOS 10

EDUCATIONAL MATERIALS Printed curriculum bundle:

One complete 12-module set and 10 three-module sets

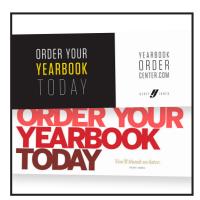
OR 25 three-module sets

WORLD YEARBOOK/OUR WORLD 50 copies

SCHOLARSHIP 1 YBKNVA Workshop Scholarship (per school per year)















TAB 9: APPENDICES FINANCIAL STATEMENTS

INFORMATION REDACTED

Per the requirements of RFP, the information has been provided in the original version only on pages 129-162.



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	(hereinafter referred to as "Division") and		
Herff Jones, LLC	(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 et. seq.; and

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

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

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

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

ARTICLE I: PURPOSE AND SCOPE

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

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

Virginia School Data Privacy Agreement v. 1.0

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

- 1. <u>Privacy Compliance</u>. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
- **2.** Parent Notification of Rights Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
- **3.** <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) Authorized Use. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) <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) <u>Use of De-identified Information</u>. 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.

- 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) Advertising Prohibition. Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

ARTICLE V: DATA PROVISIONS

- **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. Passwords and Employee Access. Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use), NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
 - **b.** Security Protocols. Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. Provider Employee Training. The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - **d.** Security Technology. When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
 - e. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - 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.
 - **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

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.

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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 possesses 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.** Effect of Termination Survival. If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- **E.** <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.** Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- **H.** Governing Law; Venue and Jurisdiction. This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. <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
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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.

Provider Signature Samantha Crouse

Date: 3/9/2022

Printed Name: Samantha Crouse

Title: IT Security 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
Application	IP Addresses of users, Use of cookies etc.	~
Technology Meta Data	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	⊠×
	Standardized	
	test scores	
Assessment	Observation data	
rissessment	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
	Online	
Communications	communications that are captured (emails, blog entries)	

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

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Parent/ Guardian ID	Parent ID number (created to link parents to students)			Pr
Parent/ Guardian Name	First and/or Last	D X		St
Schedule	Student scheduled courses			St
	Teacher names		Student Name	F
	English language learner information			Pro
	Low income status		Student In	prog
	Medical alerts /health data		App Performance	prog
Special Indicator	Student disability information			re
	Specialized education services (IEP or 504)			Acext
	Living situations (homeless/ foster care)		Student Program Membership	sti be
	Other indicator information- Please specify:		Student Survey Responses	re
			responses	que
Student Contact Information	Address Email Phone	□ X □ X		g
Student Local (School Identifiers district) ID			Student work	pi Ot

	number	П
	State ID	
	number	Ш
	Provider/App	22
	assigned	_
	student ID	Ц
	number	
	Student app	П
	username	
	Student app	
	passwords	Ц.,
	First and/or	
Student Name	Last	□ X
An one has properties and the resource of	Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	□×
Student Survey Responses	Student responses to surveys or questionnaires	
9	Student	
	generated	
	content;	
Student work	writing,	_
	pictures etc.	
	Other student	

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	work data - Please specify:			Other	
	Student course grades			transportation data -Please specify:	
	Student course data			Please list	
Transcript Student course grades/performance scores Other transcript data -Please specify:	grades/perfor-		Other	each additional data element used,	П
		stored or collected by your application	L		
Transportation a Si up o	Student bus assignment		-		
	Student pick up and/or drop off location		No Student Data Collected at this time *Provider shall immediately notify LEA if designation is no longer applicable.		fy LEA if this
	Student bus card ID number				

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, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

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

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

PII includes, without limitation, at least the following:

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

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

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

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

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

Securely Destroy: Securely Destroy: 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

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

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

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

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

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

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

1. Extent of Disposition

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:

Disposition is Complete. Disposition extend Disposition is partial. The categories of data an attachment to this Directive:	nds to all categories of data. ata to be disposed of are set forth below or are found	in
[Insert categories of data]		
2. Nature of Disposition		
Disposition shall be by destruction or sec	cure deletion of data.	
☐ Disposition shall be by a transfer of data. follows:	. The data shall be transferred to the following site as	8
[Insert or attach special instructions.]]	
3. <u>Timing of Disposition</u>		
Data shall be disposed of by the following d	late:	
☐ As soon as commercially practicable		
☐KBy (Insert Date] 1 year post engagmen	nt	
4. <u>Signature of Authorized Representative of Γ</u>	<u>Division</u>	
BY:	Date:	
Printed Name:	Title/Position:	
5. Verification of Disposition of Data		
BY:	Date:	
Printed Name:	Title/Position:	
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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	Title/Position: IT Security Manager
pelow, accepts the General Offer of Privacy To	Service Agreement with Provider, and by its signature erms. The Subscribing Division's individual Subscribing Division and the Provider shall therefore
BY:	Date:
Printed Name:	Title/Position
	E SUBSCRIBING DIVISION MUST DELIVER N AND EMAIL ADDRESS LISTED BELOW
BY:	Date:
Printed Name:	Title/Position:
Email Address	
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