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

DATE:	June 30, 2025
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	Library Databases for Henrico County Public Schools
CONTRACT NUMBER:	2326D
COMMODITY CODE:	956.38
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	One one-year renewal option through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-642-3640
Email Address:	Kwvenaglia @henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Encyclopaedia Britannica, Inc.
Address:	325 North LaSalle St. Ste. 200
City, State:	Chicago, IL 60654
Contact Name:	Rick Booms
Phone Number:	312-347-7323
Email address:	rbooms@eb.com cc: proposal.opps@eb.com
ORACLE SUPPLIER NUMBER:	4168
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

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

PRICE SCHEDULE
See Exhibit E

Contract #2326D Pricing 2025-26

Britannica School: $17,782
Britannica ImageQuest: $14,855
Total Package: $32,637

July 26, 2022

Eileen M. Falcone, CPPB, Assistant Division Director
County of Henrico
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: BAFO for RFP No. 22-2326-3EMF Library Databases for Henrico County Public Schools

Dear Ms. Falcone,

Thank you for the opportunity to present best and final pricing for Britannica's resources to Henrico County Public Schools (HCPS). Per your request, we have updated attachments "H" and "I" with pricing for Option 2: Britannica School and Britannica ImageQuest (currently subscribed to by HCPS). As these resources are K–12 and have been purchased by the district historically in this manner as a package offering, we have used an enrollment of 48,916 and multiplied by our greatly discounted price per user for each database.

- Option 2 prices:
  Britannica School: $16,274 ($.33 per user)
  Britannica ImageQuest: $13,596 ($.28 per user)
  Total Package: $29,870

Further, we have provided optional contracted pricing for Professional Learning, which is available "a la carte" on an as needed basis and not included in the proposed grand total. Lastly, we find that many of our customers have recently discovered the value in adding our natural Spanish language resources Britannica Escolar and Britannica Moderna (also known as the Spanish Reference Center), thus we have included optional pricing for those resources as well:

- Professional Learning Options:
  Onsite - $3500/day for a maximum of 25 participants (10% discount for consecutive days)
  Virtual – $2000/day for 6 hours of learning for a maximum of 25 participants

- Spanish Reference Center Option:
  Britannica Escolar and Britannica Moderna: $14,420 ($.29 per user)
  Total Package combined with Britannica School and ImageQuest: $44,290

Feel free to contact me directly with questions regarding this submission. We appreciate your continued interest in supporting exceptional academic performance and inspiring curiosity through use of Britannica's resources.

Best regards,

DocuSigned by:
Rick Booms
8959357E8F6A417...

Rick Booms
Vice President of Sales
Phone: 312-347-7323
Email: booms@eb.com

DocuSign Envelope ID: D23EB3CF-638C-4875-8630-B1C559C9B6CB

COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract
Contract No. 2326D

This Non-Professional Services Contract (this "Contract") entered into this 30th day of September 2022, by Encyclopaedia Britannica, Inc.(the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2326-3EMF, dated May 27, 2022 (the "Request for Proposals"), for Library Databases for Henrico Public Schools.

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

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

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

CONTRACT TERM: The Contract term shall be from execution of this Contract through June 30, 2023. HCPS may renew the Contract for up to four (4) one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

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

1. This Non-Professional Services Contract between HCPS and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. Britannica Education Solutions Online Terms of Use, Updated August 17, 2021 (Exhibit C);
5. The Negotiated Modifications (Exhibit D);
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor's Best and Final Offer dated July 26, 2022 (Exhibit E);
8. Contractor's Original Proposal dated June 14, 2022 (Exhibit F); and
9. The Scope of Services included in the Request for Proposals.

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

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

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

Encyclopaedia Britannica, Inc.	County School Board of Henrico County, Virginia
325 North LaSalle St. Ste. 200 Chicago, IL 60654	406 Dabbs House Road Henrico, VA 23223
DocuSigned by: Rick Booms A959357E8F6A417...	
Signature	Signature
Rick Booms VP of Sales	
Printed Name and Title	Oscar Knott, CPP, CPPO, VCO Purchasing Director
10/7/2022	10/11/22
Date	Date

APPROVED AS TO FORM

10-10-22

ASSISTANT COUNTY ATTORNEY

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EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia ("**County**") and Encyclopaedia Britannica, Inc., a Delaware corporation, ("**Licensor**") are entering into Non-Professional Services Contract No. 2326D for Library Databases for Henrico County Public Schools ("**Agreement**"). Licensor has requested that its Britannica Education Solutions Online Terms of Use, Updated August 17, 2021 ("**Contract**") be incorporated by reference into the Agreement. This License Agreement Addendum ("**LAA**") (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder ("**Software**"), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

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

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

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N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
O. Limiting the liability of Licensor for property damage, death, or personal injury;
P. Capping the County's damages or excluding types of damages available to the County;
Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
S. Requiring that the County waive any immunity to which it is lawfully entitled;
T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
U. Obligating the County beyond approved and appropriated funding;
V. Permitting Licensor to unilaterally modify the Contract;
W. Having the Contract supersede agreements negotiated by the parties;
X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.

2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.

4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the

licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.

5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.

7. This LAA and the Agreement shall take effect simultaneously.

8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

Encyclopaedia Britannica, Inc.	County School Board of Henrico County, Virginia
DocuSigned by: Rick Booms 8959357E8F6A417...	Oscar Knott
Signature	Signature
Rick Booms	Oscar ~~Oser~~ Knott, CPP, CPPO, VCO
VP of Sales	Purchasing Director
Printed Name and Title	
10/7/2022	10/11/22
Date	Date

APPROVED AS TO FORM

Alyssa D Brown 10/10/22

ASSISTANT COUNTY ATTORNEY

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 Encyclopaedia Britannica, Inc. (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. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

~~Subscription-based access to the following of Provider's proprietary, educational solutions: Britannica School (school.eb.com) and Britannica ImageQuest (quest.eb.com). Please see also the Schedule of Data attached as Exhibit B.~~

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

~~Subscription-based access to the following of Provider's proprietary, educational solutions: Britannica School (school.eb.com) and Britannica ImageQuest (quest.eb.com). Please see also the Schedule of Data attached as Exhibit B.~~

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division**. All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division's request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. Provider shall cooperate and respond within ten (10) days to the Division's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.

4. **Third Party Request**. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

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

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.

2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA

3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.

2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

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

5) **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsections below, provider shalt dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

   a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.

   b) **Complete Disposal upon Termination of Service Agreement**. Upon termination of the service agreement provider shall dispose or 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:

    a. **Passwords and Employee Access**. Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.

    b. **Security Protocols**. Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.

    c. **Provider Employee Training**. The Provider shall provide annual security training to those of its employees who operate or have access to the system.

    d. **Security Technology**. When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.

    e. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.

    f. **Backups and Audit Trails, Data Authenticity and Integrity**. Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.

    g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Unauthorized Access or Data Breach**. In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

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

a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.

b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the

i. date, estimated date, or date range of the loss or disclosure;

i. Division Data that was or is reasonably believed to have been lost or disclosed;

ii. remedial measures taken or planned in response to the loss or disclosure.

c. immediately take action to prevent further access;

d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;

e. cooperate with Division efforts to communicate to affected parties.

f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.

g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
ARTICLE VII: MISCELLANEOUS

A. **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses any Division Data.

B. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.

C. **Data Transfer Upon Termination or Expiration**. Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure 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. **Priority of Agreements**. This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.

F. **Amendments**: This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties

G. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

H. **Governing Law; Venue and Jurisdiction**. This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.

I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

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

J. Waiver. No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

K. Successors Bound: This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

L. Electronic Signature: The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.

M. Notice. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: Cyri K. Carifa
Title: Associate General Counsel, CIPP/US
Address: 325 N. LaSalle St., Suite 200, Chicago, IL 60654
eMail: ccarifa@eb.com
Phone: 312-347-7227

The designated representative for the Division for this Agreement is:

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

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

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:	Cyri K. Carifa
Title:	Associate General Counsel, CIPP/US
Address:	325 N. LaSalle St., Suite 200, Chicago, IL 60654
eMail:	ccarifa@eb.com
Phone:	312-347-7227

[*Signature Page Follows*]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Provider Signature Cyri K. Carifa

Date: October 7, 2022

Printed Name: Cyri K. Carifa

Title: Associate General Counsel, CIPP/US

Division Signature John B. Wack

Date: 10/11/2022

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVED AS TO FORM

Alyssa J Brown 10.10.22

ASSISTANT COUNTY ATTORNEY

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

Britannica School (school.eb.com): a safe, up-to-date, and age-appropriate information resource for Elementary, Middle, and High School that includes encyclopedia articles, multimedia, primary sources, games, and other learning resources that support student research and reinforce curriculum standards.

Britannica ImageQuest (quest.eb.com): an online resource with over 3 million images that can be used for educational purposes.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/ Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts /health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/ foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐☑
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or 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	☐
Student work	Student generated content; writing, pictures etc.	☐
	Other student	☐

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "C"

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

- 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

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

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

[Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date]

4. Signature of Authorized Representative of Division

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

5. Verification of Disposition of Data

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer 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: Cyri K. Carifa Date: October 7, 2022

Printed Name: Cyri K. Carifa Title/Position: Associate General Counsel, CIPP/US

2. Subscribing Division

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

BY:_____ Date:_____

Printed Name:_____ Title/Position_____

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

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

Email Address_____

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You are responsible for your own UGC and are responsible for the consequences of sending it through the Services. You must not do the following things: send or post UGC that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; send or post UGC that reveals trade secrets, unless you own them or have the permission of the owner; send or post UGC that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others or is otherwise unlawful; send or post UGC that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity; send or post a sexually-explicit image; send or post advertisements or solicitations of business; send or post chain letters or the like; or impersonate another person.

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Class Action Waiver. **YOU AND BRITANNICA AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR**

CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, A FEDERAL OR STATE CLASS ACTION LAWSUIT. NEITHER YOU NOR BRITANNICA WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. Nothing in this paragraph limits your right or Britannica's right to bring a lawsuit against each other as an individual plaintiff.

Claims or Disputes Must be Filed within One Year. To the extent permitted by law, any claim or dispute arising out of or related to use of the Services or these Terms of Use must be filed within one year after such claim or dispute arose. The one-year period begins when the notice of such claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it shall be permanently barred. Any claim by you that may arise in connection with these Terms of Use will be compensable by monetary damages and you will in no event be entitled to injunctive or other equitable relief.

Not Advice. Information contained in the Services is not intended to be medical, legal, tax, financial or other advice and should not be considered medical, legal, tax, financial or other advice, nor is it intended to replace consultation with a qualified physician, attorney or other professional.

Severability. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Survival. The provisions of these Terms of Use which by their nature should survive the termination of these Terms of Use shall survive such termination.

Waiver. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision, and your or our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Entire Agreement. These Terms of Use constitute the entire agreement between Britannica and you, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic).

SECTION 2
Legal Notices

Copyrights

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Except as permitted by applicable laws, you are prohibited from using any of the marks appearing on the Services without express written consent from Britannica or the respective trademark owners.

Copyright Infringement Claims

If you believe that any copyright infringement exists on any of the Services, please use the following process to notify Britannica. We will act expeditiously to remove infringing material once informed. All claims of copyright infringement should be in writing and should be directed to our Designated Agent below:

Carmen E. Pagán, Copyright Manager
Encyclopædia Britannica, Inc.
325 North LaSalle Street, Suite 200
Chicago, Illinois 60654
Fax: 312/294-2118
Phone: 312/347-7000
E-mail: copyrightnotice@eb.com
Your notice must contain the following information:

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

Britannica has a policy of terminating in appropriate circumstances the subscriptions of users who are infringers of copyrights held by others. If your material is removed or access to it is disabled and you believe in good faith that a claim has been wrongly made against you, you may submit a counter-notification to Britannica. Your counter-notification must be in writing and sent to:

Carmen E. Pagán, Copyright Manager
Encyclopædia Britannica, Inc.
325 North LaSalle Street, Suite 200
Chicago, Illinois 60654
Fax: 312/294-2118
Phone: 312/347-7000
E-mail: copyrightnotice@eb.com
Your counter-notification must contain the following information:

1. Your physical or electronic signature.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located, or if you are outside of the United States, for any judicial district in which Britannica may be found, and that you will accept service of process from the person who notified Britannica of the alleged infringement or an agent of such person.

EXHIBIT D
NEGOTIATED MODIFICATIONS TO
CONTRACT No. 2326D

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

WHEREAS, HCPS and Encyclopaedia Britannica, Inc. desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals ("RFP") are modified as follows as of the effective date of the Contract:

1. The body of Section V.R. Ownership of Deliverable and Related Products is deleted and replaced by the following: The County shall have a license to access and use (on a subscription basis) the subscribed-to proprietary and Britannica-owned applications, including the content contained therein, for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act. “Contractor Intellectual Property” means “work and ideas that have been or will be in the future created by Contractor prior to, during, and after entering into this Contract.” Contractor Intellectual Property is licensed for educational purposes/fair use only, not commercial use. County will not own pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed (a) outside of this Contract with no assistance from County or (b) by Contractor in its normal course of business operations.

July 26, 2022

Eileen M. Falcone, CPPB, Assistant Division Director
County of Henrico
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: BAFO for RFP No. 22-2326-3EMF Library Databases for Henrico County Public Schools

Dear Ms. Falcone,

Thank you for the opportunity to present best and final pricing for Britannica's resources to Henrico County Public Schools (HCPS). Per your request, we have updated attachments "H" and "I" with pricing for Option 2: Britannica School and Britannica ImageQuest (currently subscribed to by HCPS). As these resources are K–12 and have been purchased by the district historically in this manner as a package offering, we have used an enrollment of 48,916 and multiplied by our greatly discounted price per user for each database.

- Option 2 prices:
  Britannica School: $16,274 ($.33 per user)
  Britannica ImageQuest: $13,596 ($.28 per user)
  Total Package: $29,870

Further, we have provided optional contracted pricing for Professional Learning, which is available "a la carte" on an as needed basis and not included in the proposed grand total. Lastly, we find that many of our customers have recently discovered the value in adding our natural Spanish language resources Britannica Escolar and Britannica Moderna (also known as the Spanish Reference Center), thus we have included optional pricing for those resources as well:

- Professional Learning Options:
  Onsite - $3500/day for a maximum of 25 participants (10% discount for consecutive days)
  Virtual – $2000/day for 6 hours of learning for a maximum of 25 participants

- Spanish Reference Center Option:
  Britannica Escolar and Britannica Moderna: $14,420 ($.29 per user)
  Total Package combined with Britannica School and ImageQuest: $44,290

Feel free to contact me directly with questions regarding this submission. We appreciate your continued interest in supporting exceptional academic performance and inspiring curiosity through use of Britannica's resources.

Best regards,

DocuSigned by:
Rick Booms
8959357E8F6A417...

Rick Booms
Vice President of Sales
Phone: 312-347-7323
Email: booms@eb.com

ATTACHMENT H

BAFO Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for: K-12**	**Name of Program: Britannica School and Britannica ImageQuest Package.**	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	Britannica School:$16,274 ImageQuest: $13,596	Britannica used the estimated students per grade for grades K-12 (48,916) multiplied by per student prices listed on attachment I.
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640		
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	Optional add-on, not included in Grand total: $3,500 per day 10% discount for multiple consecutive days	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	Optional add-on, not included in Grand total: $2,000 per day	
Grand Total	$29,870	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$.33 for Britannica School $.28 for ImageQuest	

ATTACHMENT I

BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	$.33 for Britannica School $.28 for ImageQuest
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$
1 day of Professional Development - price per teacher/librarian	$
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$

EXHIBIT F

Response to:
Henrico County Public Schools
RFP No. 22-2326-3EMF Library Databases

Due: June 17, 2022
Original

Submitted via the eVA platform to HCPS Purchasing Contacts:
Oscar Knott, CPP, CPPO, VCO, Purchasing Director
Eileen M. Falcone, CPPB, Assistant Division Director

`

Encyclopædia Britannica 325 N. LaSalle Street, Suite 200 Chicago, IL 60654 www.britannicalearn.com

Table of Contents

Tab 1 - Introduction and Signed Forms 4
Cover Letter 5
Proposal Signature Sheet – Attachment A 6
Business Classification Form – Attachment B 7
Virginia State Corporation Commission Registration Information – Attachment C 8
Proprietary/Confidential Information – Attachment D 9
Direct Contact with Students Form – Attachment F 10
Tab 2 – Statement of the Scope 11
Tab 3 – Offeror Qualifications, Experience, Resumes and Financial Capacity 29
Resumes 31
Tab 4 – Service Approach and Implementation 36
Encyclopædia Britannica licensing agreement 38
Tab 5 – Technical Administration, User Interface and Integration 46
Tab 6 – Infrastructure and System Administration 48
Tab 7 – Reporting and Monitoring 52
Sample standard report 53
Sample COUNTER5 Monthly Report 54
Tab 8 – Training and Professional Development 55
Tab 9 – Pricing 56
Pricing Option 1 – Attachment H Pricing Scenario for Britannica School, Britannica ImageQuest, Britannica Escolar, and Britannica Moderna 57

Pricing Option 1 – Attachment I Pricing for Britannica School, Britannica ImageQuest, Britannica Escolar, and Britannica Moderna 58
Pricing Option 2 – Attachment H Pricing Scenario for Britannica School and Britannica ImageQuest 59
Pricing Option 2 – Attachment I Pricing for Britannica School and Britannica ImageQuest 60

Tab 10 – References 61

Tab 11 – Exceptions 64

Tab 12 – Assumptions 66

Tab 13 – Appendices 67

Britannica Library Guided Tour 68
Britannica School Guided Tour 81
Britannica Escolar Guided Tour 90
Britannica Modern Guided Tour 103

Tab 1 - Introduction and Signed Forms

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June 14, 2022

Oscar Knott, CPP, CPPO, VCO, Purchasing Director
Eileen M. Falcone, CPPB, Assistant Division Director
County of Henrico
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: RFP No. 22-2326-3EMF Library Databases

Dear Mr. Knott and Ms. Falcone,

Henrico County Public Schools (HCPS) seeks school library research databases to support research and inquiry by its nearly 50,000 students, across all grade levels. Resources must be easy to use, accessible, and support multiple reading levels.

As the district's database provider for more than ten years, Encyclopaedia Britannica (Britannica) is pleased to submit a proposal that includes multiple Britannica Digital Learning resources to support HCPS learners of all ages. Our proposal includes the district's currently subscribed resources—Britannica School and Britannica ImageQuest—as well as two Spanish language resources—Britannica Escolar and Britannica Moderna.

Britannica has been empowering the way the world teaches and learns for over 250 years. We have become a powerhouse multimedia educational brand at the forefront of the information revolution, with proven digital learning solutions that meet the evolving needs of lifelong learners today. Our mission is to encourage discovery, spur exceptional academic performance, and inspire curiosity and the joy of learning.

There is no comparable solution that has the amount of trusted content and multimedia that Britannica offers HCPS, or our frequency of updates. Britannica provides daily content updates and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media annually across our three easy-to-use, age-appropriate Britannica School interfaces. Our resources support the Virginia Standards of Learning, provide leveled articles, and meet requirements for accessibility.

We look forward to a continued partnership with HCPS. By integrating Britannica's rigorous academic content, millions of rights-cleared images for educational use, and native Spanish resources, HCPS will be providing world-class digital resources to HCPS educators and students. Feel free to contact me directly with questions regarding this submission.

Best regards,

DocuSigned by:
Rick Booms
8959357E8F6A417...

Rick Booms
Vice President of Sales
Phone: 312-347-7323
Email: booms@eb.com

DocuSign Envelope ID: 44C8312C-6871-48A0-9290-9F854772033D

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 22-2326-3EMF Library Research Databases for Henrico County Public Schools**.

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

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

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):
Encyclopaedia Britannica, Inc.
ADDRESS:
325 North LaSalle St. Ste. 200
Chicago, IL 60654
FEDERAL ID NO: 36-2063569
SIGNATURE: DocuSigned by: Rick Booms 8959357E8F6A417...
NAME OF PERSON SIGNING (PRINT): Richard Booms
TITLE: Vice President of Sales
TELEPHONE: (800) 621-3900
FAX: (800) 344-9624
EMAIL ADDRESS: Proposal.opps@eb.com
DATE: 6/14/2022

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ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Encyclopaedia Britannica, Inc.

This form completed by: Signature: DocuSigned by: Rick Booms 8959357E8F6A417... Title: VP of Sales

Date: 06/14/2022

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ **SMALL BUSINESS**
- ☐ **WOMEN-OWNED BUSINESS**
- ☐ **MINORITY-OWNED BUSINESS**
- ☐ **SERVICE-DISABLED VETERAN**
- ☐ **EMPLOYMENT SERVICES ORGANIZATION**
- ☑ **NON-SWaM (Not Small, Women-owned or Minority-owned)**

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

eVA Registered? ☑ **Yes** ☐ **No**

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

_____ **NUMBER** _____ **DATE**

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

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

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

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

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

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

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Encyclopaedia Britannica, Inc.

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
None		

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ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: Encyclopaedia Britannica, Inc.

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

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

As part of this submission, I certify the following:

□ ☒ **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.).**

Va. Code § 22.1-296.1, is not applicable as Encyclopaedia Britannica, Inc. employees will not have direct contact with students while providing the services to be contracted.

DocuSigned by:
Rick Booms
8959357E8F6A417...
Signature of Authorized Representative

Rick Booms
Printed Name of Authorized Representative

Encyclopaedia Britannica, Inc.
Printed Name of Vendor (if different than Representative)

Tab 2 – Statement of the Scope

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

II. Scope of Services

A. General Requirements

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

We are pleased to propose four databases for access by Henrico County Public Schools (HCPS) staff, teachers, and students. These resources include:

- Britannica Online School Edition (Britannica School) – Digital encyclopedia for K–12 audience
- ImageQuest – Database of 3.4 million rights-cleared images for K–12 education use
- Britannica Escolar – Digital encyclopedia for K–8 audience, in native Spanish
- Britannica Moderna – Digital encyclopedia for High School audiences, in native Spanish

We describe each of these resources on the following pages.

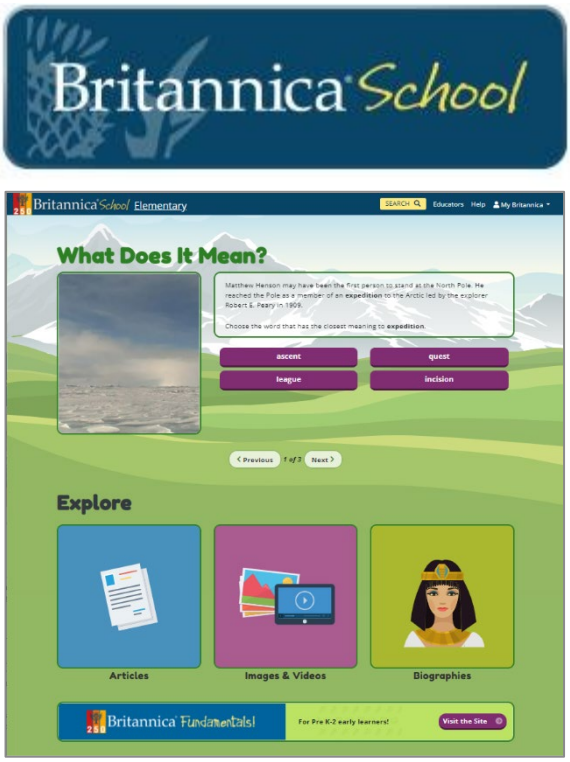
Britannica School

Britannica School includes unique encyclopedia content for HCPS elementary, middle, and high school students. More than 133,000 full-text encyclopedia articles are complemented by full-text magazine articles, student-friendly web sites, and rich multimedia (photos, illustrations, videos, animations, infographics, maps, and more).

Content is differentiated at four levels:

- K–2 Fundamentals
- 3–5 Elementary Level
- 6–8 Middle School Level
- 9–12 High School Level

This resource was created to meet HCPS students where they are on the learning spectrum. The Fundamentals level is a self-contained database that offers text, games, and activities for the youngest learners. The interface is colorful and engaging. The Elementary, Middle, and High School levels are all part of a single site with each having its own age-appropriate interface. Students can access lower and higher reading-level content without leaving the interface.



Britannica School provides many features that support teaching and learning in HCPS. Database articles have been aligned to the Virginia Standards of Learning so educators can search for a standard and see content that will support that standard. Our Quick-Click Dictionary allows students to click on any word to retrieve its definition, audio pronunciation, and Spanish translation. The included translation tool can translate any article into over 80 different languages. The articles include Lexile levels, and search results can be filtered by Lexile range. Users also can increase or decrease font size on any article or have the article read aloud. Additional functions include a variety of search methodologies, the ability to print and save documents, classroom activities, research support, specific features that provide instructional support, etc.

Britannica School integrates with classroom tools such as Google Drive and/or Google Classroom as well as One Drive. Britannica School also integrates with many popular school and library technologies including:

- Single Sign On (SSO) tools like Clever and ClassLink
- Learning Management Systems like Canvas and Schoology
- Library Management and Discovery services like Follett Destiny, Mackin Via, and EBSCO Discovery Services

There is no comparable resource that has the amount of content and multimedia that Britannica offers or our frequency of updates. Britannica provides daily content updates, and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media annually.

Britannica ImageQuest

Britannica ImageQuest provides HCPS students, educators, and staff with access to more than 3.4 million rights-cleared images from one convenient site. More than 55 of the best image providers in the world—including the Bridgeman Art Library, DK Images, Getty Images, the National Portrait Gallery of London, and the Natural History Museum of London—have joined with Britannica to provide the best and broadest collection of proprietary educational imagery (not freely available on the web).

All images in Britannica ImageQuest are rights-cleared for non-commercial, educational use—great for HCPS school curriculum materials, teacher lesson plans, assignments, activities, and whiteboards; student reports and projects; or school websites, newsletters, newspapers, flyers, and bulletins. As a fully searchable resource, Britannica ImageQuest provides a unique collection from trustworthy sources. With images of every topic in one convenient site, users don't have to spend time combing through multiple Web sites looking for reliable images.

Each image comes with complete metadata, including the source, the copyright holder, caption, and keywords. Each image is downloadable and includes proper citations in MLA, APA, Harvard, and Chicago Manual of Style formats.

Britannica Escolar

Britannica Escolar is the leading knowledge-building resource that is universally trusted for accurate and age-appropriate content in Spanish. Britannica Escolar has two distinct levels of unique content for HCPS students and educators—Primaria (Elementary) and Secundaria (Middle School)—offering information of interest to every age. The program's features make it an invaluable resource to add for HCPS's native Spanish speakers, bilingual students, and students learning Spanish.

Features and benefits include:

- engaging home pages at each level that are entry points to thousands of articles, images, videos, maps, and tables, many of which are added daily.
- Reino Animal (Animal Kingdom) and Sabías que…? (Did You Know?) features, which pique students' curiosity and the desire to dig deeper.
- Mi Britannica (My Britannica), which offers a convenient place to save, organize, and share collections of content that users find in Britannica Escolar.
- a responsive design that provides access to the site anytime, anywhere, and on any device, including tablets, smartphones, and laptops.

Britannica Escolar also offers HCPS students a bank of interactive learning activities where they can practice basic math and language skills, Spanish grammar and reading skills, geography, history, and math.

Britannica Moderna

Britannica Moderna is the definitive Spanish-language resource, complete with age-appropriate content for older HCPS students and their teachers. Britannica Moderna provides access to nearly 47,000 articles, as well as more than 13,000 images, maps, audiovisual materials, a dictionary, and atlas. Articles from BBC World News provide patrons with international news, features, and analysis within the same platform. The program's features make it an invaluable addition for HCPS's older native Spanish speakers, bilingual students, and students learning Spanish.

Like the other editions described above, Britannica Moderna offers the ability to save resources for quick access again in the future. The program's responsive design provides an optimal viewing experience across a variety of devices (e.g., smartphone, tablet, computer) and is accessible via web browser from wherever HCPS teachers and student seek to connect.

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

HCPS teachers and students can print articles and graphics, email links to articles and graphics (without email logging into email to send) and save full-text articles to Google Drive accounts. Saving to Google Drive requires logging into Google.

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

The Teaching Tools (**Figure 1**) section of Britannica School includes a space where HCPS educators can browse for content aligned to Virginia Standards of Learning and create and save lesson plans.

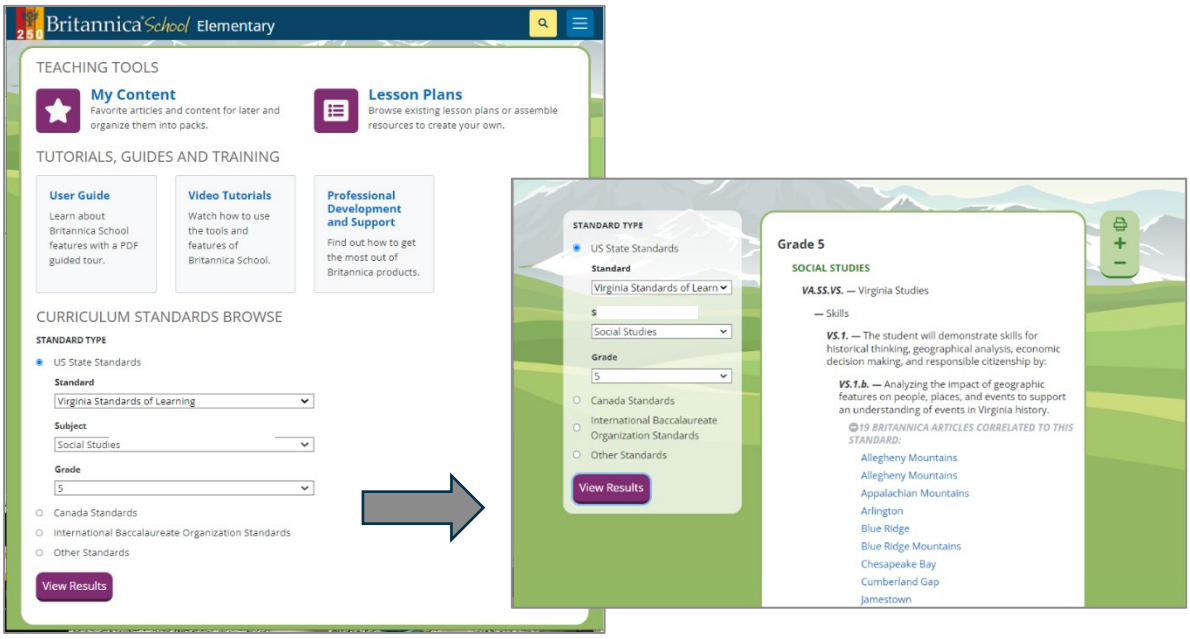


Figure 1. Search for articles aligned to Virginia state standards.

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

Britannica's resources have copy ready citations in MLA, APA, Harvard, and Chicago Manual of Style formats than can be copied and pasted. Citations do not export to Noodle Tools.

5. Translation for ELL students and language classes and audio for students.

Britannica School's translation tool can translate any article text into over 80 different languages. We have also proposed Britannica Escolar and Britannica Moderna which are databases developed in Spanish with Spanish audio.

6. A variety of formats (video, audio, ebook, reference, periodical, transcript, etc.) which include primary and secondary source documents.

The resources we propose will provide HCPS students and teachers with resources in a variety of formats including more than 133,000 full-text encyclopedia articles in Britannica School complemented by primary sources such as access to letters, and speeches; full-text magazine articles; student-friendly web site links; rich

multimedia (photos, illustrations, videos, animations, infographics, maps, and more). Our solution also includes more than 60,000 articles in Spanish and more than 3.4 million rights-cleared images for educational use.

7. Reading, vocabulary, and conceptual level appropriate for age level of students.

Britannica School includes articles at multiple levels and delivered in interfaces appropriate to students' age levels as described below:

- K–2 Fundamentals
- 3–5 Elementary Level
- 6–8 Middle School Level
- 9–12 High School Level

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

Articles from Britannica articles can be cut and pasted for sharing elsewhere.

9. Searches multiple encyclopedias/articles/etc.

Britannica School allows users to search three databases of content at different levels (elementary, middle, and high school). Britannica Escolar searches Spanish articles from our Spanish elementary and middle school databases, while Moderna searches our high school level Spanish database.

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

Britannica's proposed databases are easy to use and generally do not require more than 3 clicks from initial search to get to information.

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

Britannica School includes articles at three different ranges of reading level and articles can be filtered by Lexile Level.

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

Each proposed resource has its own graphic-friendly, colorful interface that is ADA compliant (described later in this tab) and complies with the Information Technology Accessibility Act Code of Virginia- 2-2-3500.

As described above, Britannica School has three user-friendly interfaces to serve the needs of al HCPS students. After navigating to the Britannica School homepage, students select to enter or search one of the following three interface options (**Figure 2**, on the next page):

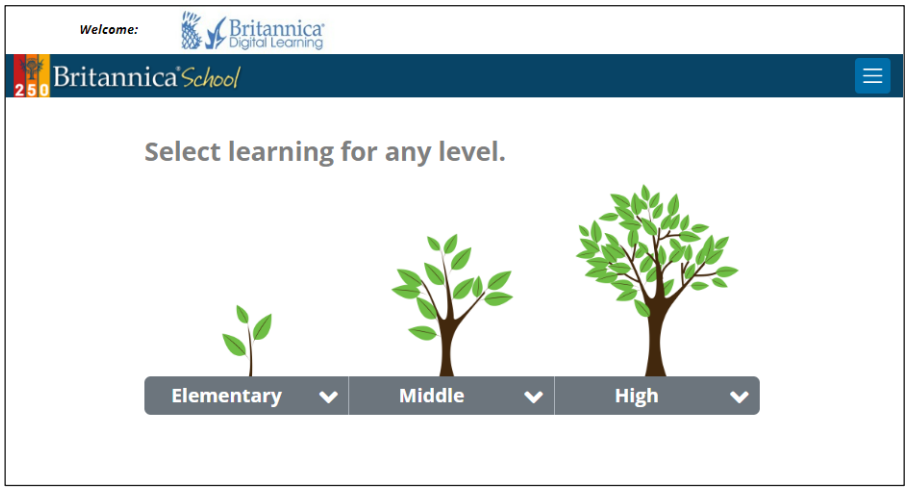


Figure 2. Guide students to the best interface and resources for them based on their desired content level or use-case.

Once users have selected their interface, they will access the content and tools associated with that level of experience as shown in **Figure 3**. In every interface, users can search using keywords in the search bar at the top of the page or can explore by reference type (e.g., articles, media, biographies) or subject.

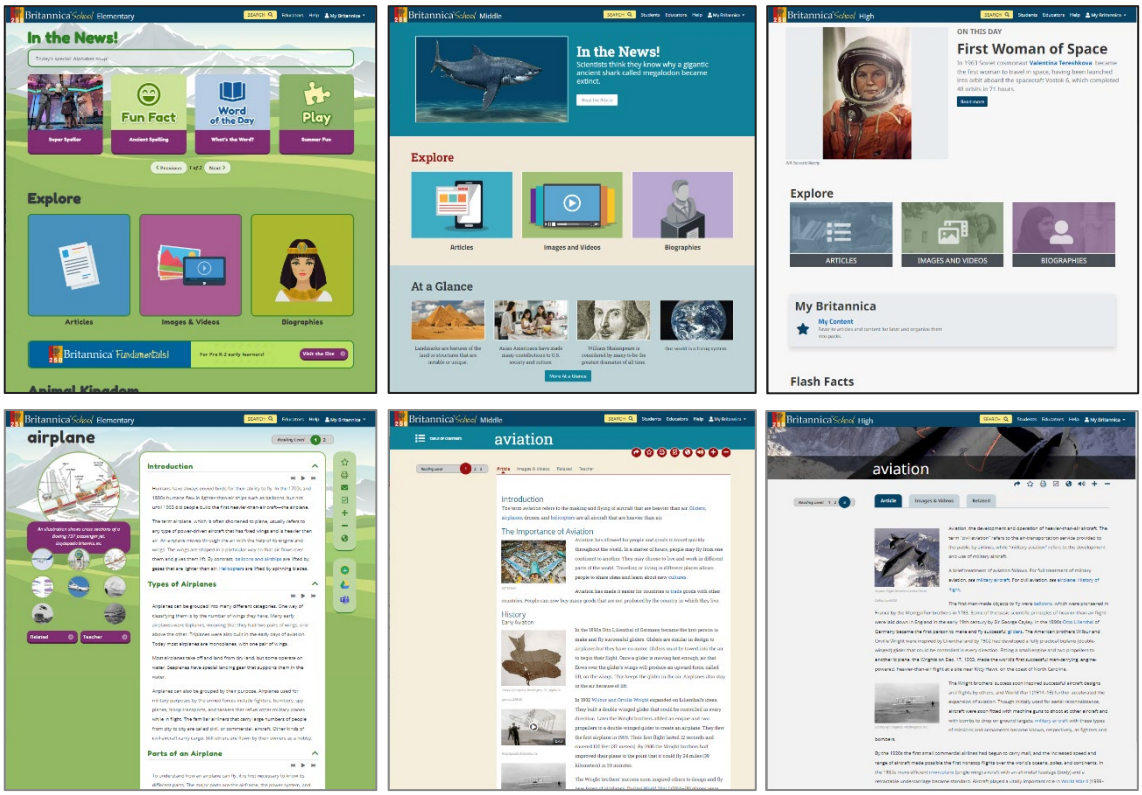


Figure 3. Engage users with user interfaces and leveled content that meets their needs and interests.

Below is a brief summary of each interface. Please note that content at different reading levels is available throughout these interfaces as noted below.

- **Fundamentals** – Designed for early learners, grades Pre-K–2, this interface (**Figure 4**, below) keeps kids on a single page with all navigation occurring within a single pane. It combines bright colors and active animations to engage younger students and provide a fun introduction to online learning.
- **Elementary**– The Elementary interface for grades 3–5 includes bright colors and visual browsing options for students. From the Elementary interfaces, students can search all content levels and choose to move up to the Middle interface.
- **Middle** – The Middle interface provides a more grown-up look and feel and allows students to change the content to lower and higher reading levels while staying in the interface that is right for them. Searching is done across all levels with a default at Level 2 (middle school).
- **High** – A still more mature look is combined with more advanced features and content sets in the High interface. As with the middle school level, students can adjust the reading level of the content displayed as needed without having to move to a page with a younger look and feel.

Figure 4. Provide Pre-K–2 students with a fun introduction to online learning with Fundamentals like biomes, read-aloud informational stories, math and literacy games, and a creative space.

Britannica Escolar

After accessing the Britannica Escolar website, HCPS users can choose between two interface levels: Primaria (Elementary) or Secundaria (Middle) as shown in **Figure 5**, next page. Once users have selected their interface, they will access the content and tools associated with that level of experience. In every interface, users can search using keywords (in Spanish) in the search bar at the top of the page or can explore by reference type (e.g., articles, media, biographies) or subject.

Figure 5. Allow users to select the interface that delivers age-appropriate content and features.

`Britannica Moderna

Upon accessing Britannica Moderna, HCPS users can use the search bar to search using a word written in Spanish (**Figure 6**). Users can also search alphabetically, browse through biographies of prominent figures, check out the video library or use the Atlas del Mundo (World Atlas) to explore different regions of the world. At the bottom of the homepage users will see the latest news from the BBC Mundo newsfeed. Clicking on the phrase Mi investigación in the top right corner of the interface allows users to quickly access the Britannica Moderna content they have previously saved by favoriting (clicking on the star) an article.

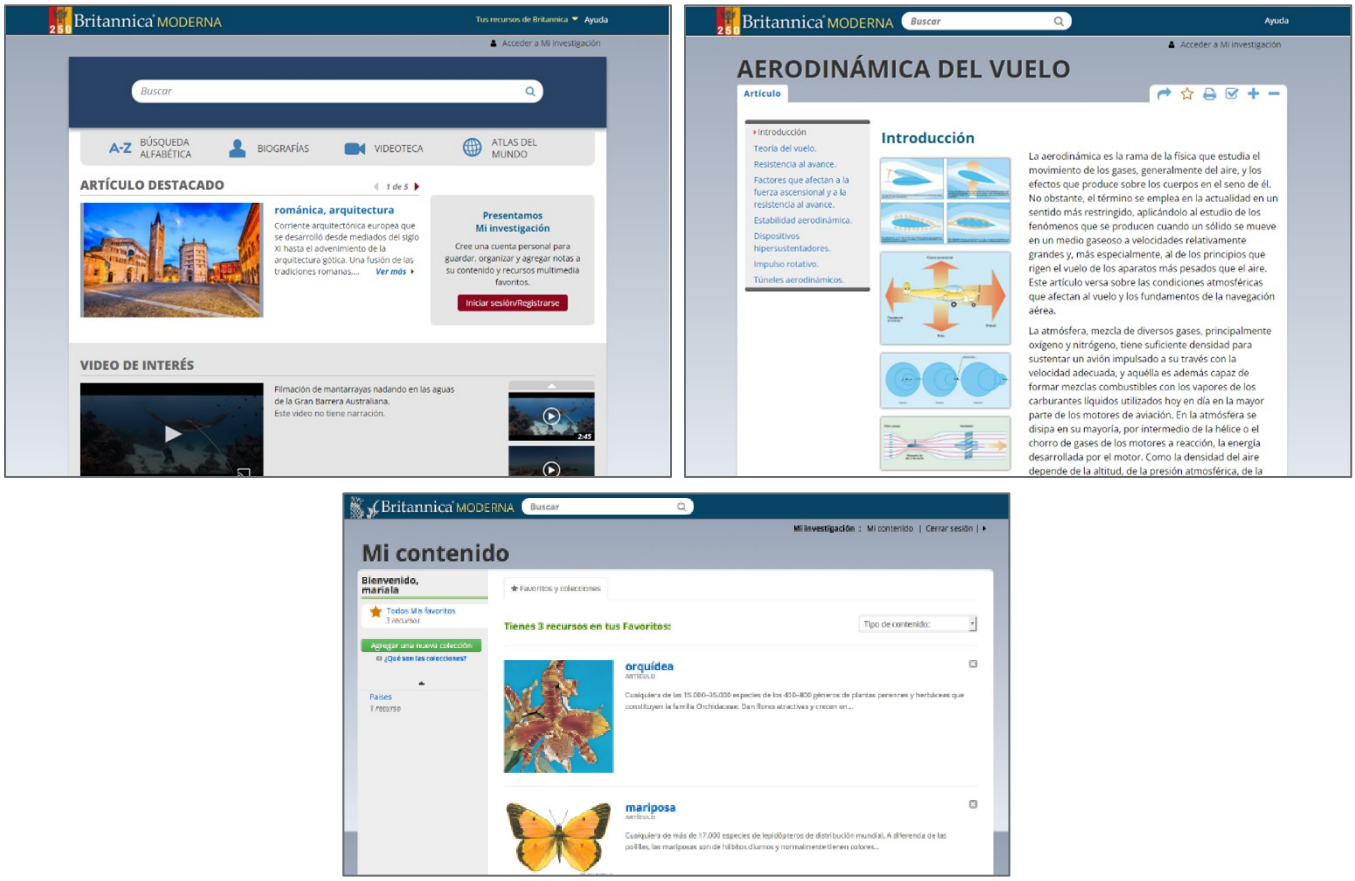


Figure 6. Provide Spanish speaking users an interface and articles in Spanish.

B. Specific Requirements

1. High School

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

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

2. Middle School

a. Academic content coverage appropriate for middle school including but not limited to: English/Literature, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts. Request at least 75% be full text.

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

3. Elementary School

a. Academic content coverage appropriate for elementary school including Virginia SOL content areas.

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

As described above, Britannica provides content covering elementary through high school level content and a wide variety of topics aligned to K–12 Virginia Standards of Learning content areas. All Britannica-developed database articles are full-text including 133,000 full-text encyclopedia articles in Britannica School complemented by primary sources such as access to letters, and speeches; full-text magazine articles; student-friendly web site links; rich multimedia (photos, illustrations, videos, animations, infographics, maps, and more). We are also proposing Spanish databases with more than 60,000 articles in Spanish (as well as complementary graphics and media as described above) and an image database of more than 3.4 million rights-cleared images for educational use. Britannica's Quick-Click Dictionary technology allows students to click on any word to retrieve its definition, audio pronunciation, and Spanish translation.

Britannica articles are indexed and searchable for quick and user-friendly browsing (**Figure 7**, next page). The search function provides users with multiple index searching and filtering options including:

- Keyword Searching
- Subject Browsing
- Multimedia Browsing
- BOOLEAN Searching
- Advanced Searching
- Lexile Level Filter

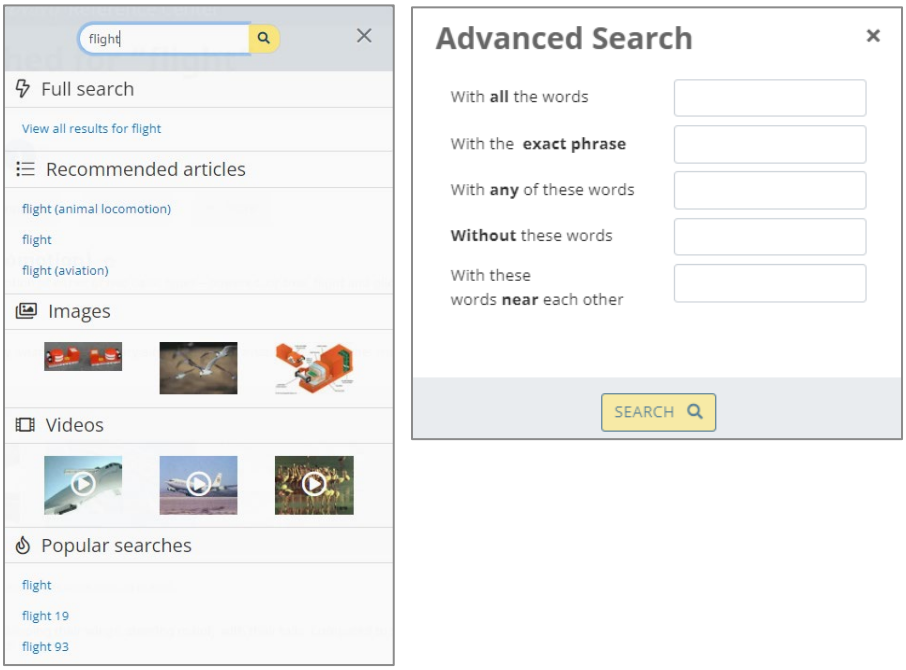


Figure 7. Search results are organized by resource type and can be further filtered using the advanced search.

As described above, the Teaching Tools (**Figure 8**) section in Britannica School includes a space where HCPS educators can browse for content aligned to Virginia Standards of Learning and create and save lesson plans. Teachers can also find the free video tutorials and a user guide in this area.

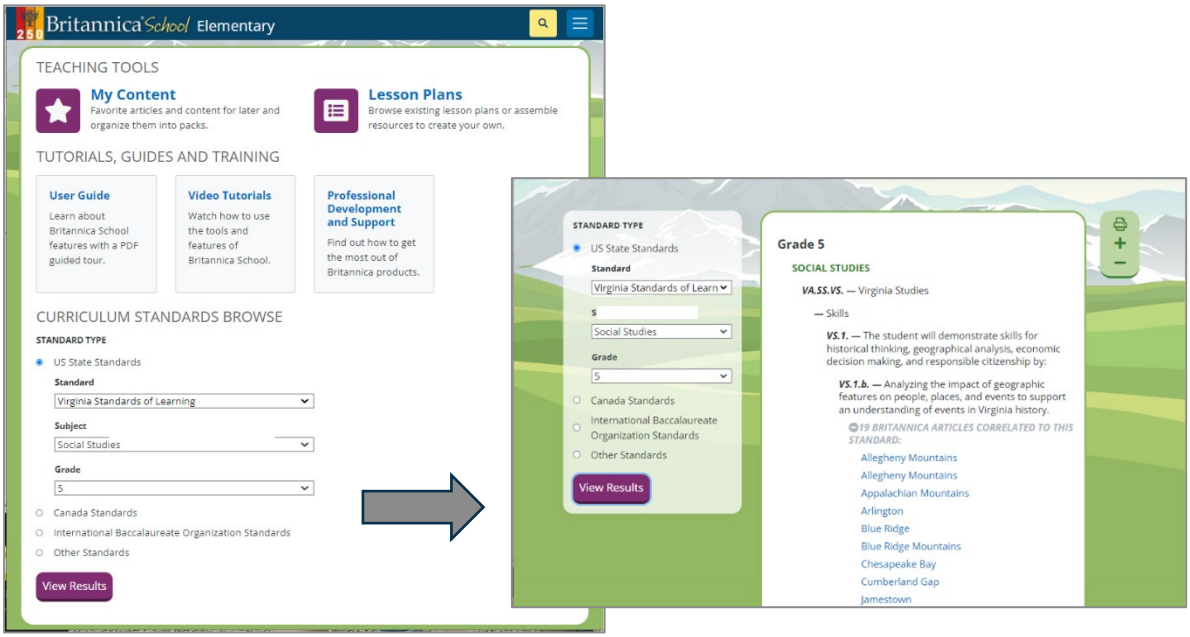


Figure 8. Search for articles aligned to Virginia state standards.

C. Reporting

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

We describe our metrics and provide sample reports in *Tab 7 – Reporting and Monitoring.*

D. Training and Support

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

Our optional paid professional learning is described in *Tab 8 – Training and Professional Development.*

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

Toll-free customer support is available during the hours of 9 AM to 6 PM Eastern Standard Time, Monday–Friday.

III. Technology Requirements

A. User Interface

1. Browser Support – the proposed solution shall:

a. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.

Our products are available to use on demand, on any device using a standard browser. Britannica's online products are built with a responsive design, so content adjusts to fit the user's display without losing content or degrading the user experience. Whether HCPS teachers and students need to work at school, at home, or from another remote location, our educational products will be accessible wherever they have Internet.

To maximize performance, we recommend using an up-to-date version of Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Edge.

b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.

Britannica will maintain compatibility with the listed browsers and any future versions/updates/releases of these browsers for the duration of the contract.

c. Only require standard browser plugins.

The proposed databases may contain resources that require a PDF reader to view. A default viewer is included with most operating systems and web browsers. If missing, your browser may prompt you to download one to view certain content. We advise using an up-to-date version, and Adobe Acrobat Reader can be downloaded for free.

2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

To fulfill the objectives of our accessibility commitment, we have adopted as our primary guidelines the Section 508 website accessibility standards set forth by the U.S. General Services Administration and also the Web

Content Accessibility Guidelines (WCAG) 2.0 recommended by the World Wide Web Consortium (W3C). We continuously test Britannica sites for compliance with the accessibility standards set forth above and try our very best to remain compliant.

The accessibility of Britannica sites, however, depends on third-party technologies provided by the operating systems, hardware platforms, and assistive technologies, all of which can affect the level of accessibility of Britannica sites.

We will continue to enhance the accessibility of our online products as greater functionality becomes available to ensure ongoing usefulness to all users, including those with different abilities.

We also are committed to addressing issues that prevent the use of our software by people with different abilities. We welcome user feedback and suggestions. If HCPS users have any comments or questions about our online products and the accessibility thereof, they can contact Britannica Customer Support at 1-800-621-3900, ext. 7160 or go to the Britannica Customer Support form.

3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.

Our proposed solution is cloud-based and accessed via an internet browser.

4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

As described in response to general requirement number 12, above, Britannica's solutions provide intuitive user interfaces for ease of use by teachers and students.

5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).

Our products are available to use on demand, on any device using a standard browser. Britannica's online products are built with a responsive design, so content adjusts to fit the user's display without losing content or degrading the user experience.

B. Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.

Britannica's proposed solutions do not require user accounts, authentication takes place at the district or building level.

2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.

Our proposed solution does not require staff or students to have an account and password. Optionally, should the district desire, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.

Currently the district uses IP authentication to access Britannica solutions. Britannica School also supports LTI authentication through Schoology, Classlink, Canvas, Safari Montage. Britannica ImageQuest, Britannica Escolar, and Britannica Moderna also support those same authentication methods with the current exception of not supporting Schoology.

4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.

Through the offered authentication methods, the proposed Britannica resources identify users as belonging to a HCPS account and provide access to the subscribed-to resources.

Britannica usage can be reported down to the building level if authentication methods are set up to support such reporting. Currently HCPS usage is set up to report all elementary schools together as one category and the remainder of schools as a separate category.

5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

a) LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology)

b) SIF - Student Information framework

c) Exchange of information through Clever - a third party vendor for exchanging common data for school systems; the Successful Offeror is responsible for any costs incurred with Clever implementation.

d) File exchange via the IMS OneRoster format to a vendor supported sFTP server

e) File exchange to a vendor-supported sFTP server. If this option is used the vendor must provide all specifications for file requirements in their proposal.

Student, staff, course, roster or school information is not required for use of the proposed Britannica resources, but, optionally, should the district desire, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

Britannica School supports LTI authentication through Schoology, Classlink, Canvas, Safari Montage. Britannica ImageQuest, Britannica Escolar, and Britannica Moderna also support those same authentication methods with the current exception of not supporting Schoology.

6. No additional fees may be charged to HCPS for data integration

Britannica acknowledges this requirement.

7. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.

We describe data exchange in *Tab 5 - Technical Administration, User Interface, and Integration*.

8. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred. The proposal shall provide a detailed description of the implementation and support the solution has for LTI version 1.1 Ⓡ or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).

We describe data exchange in *Tab 5 - Technical Administration, User Interface, and Integration*.

C. Infrastructure and System Administration

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

The proposed solution includes secure, web-based databases hosted on the AWS platform.

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

Britannica is dedicated to ensuring the security and privacy of our customer data, we describe the administrative and technical safeguards we maintain in Tab 6 – Infrastructure and System.

The subscribed-to products are compliant with laws regarding child and student privacy and protection including provisions of the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Protection of Pupil Rights Amendment (PPRA).

Britannica obtains consent from the subscribing school/district. as permitted by law, by entering into a subscription license agreement for each subscribed-to product with the consenting school/district. The agreement permits Britannica to collect certain personal information solely for the use and benefit of the subscribing institution and for no other commercial purpose.

Types of personal information that may be collected by use of the products (as permitted by agreement with the subscribing institution) include: IP addresses of users; meta data on user interaction with the subscribed-to product; student grade level; homeroom; student school enrollment; student scheduled courses; teacher names; local and state school ID numbers; assigned student ID number; student app username; student first and/or last name; student responses to surveys or questionnaires; and student generated content. This data is stored for the length of time permitted by and agreed upon in our agreements (including data protection agreements) with the subscribing institution and at the direction of the subscribing institution or as otherwise required by applicable laws. Certain data may be shared solely with a Britannica-approved third-party service provider solely as may be necessary to deliver the product and its services in the manner described and as contracted for by the subscribing institution.

Our accredited and experienced data privacy team oversees the policies, procedures, and systems that ensure security and privacy. This would be happy to answer specific questions related to compliance with specific local, state, and federal laws related to student data privacy.

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

Our proposed solutions are developed specifically for K–12 school use and do not contain commercial content nor do they serve as a vehicle to market goods and services to students.

4. Web Accessibility

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

ii. Deafness, hearing impairment

iii. Speech impairment

iv. Mobility, strength, dexterity or reach impairment

b. The solution shall support the use of commonly available screen readers.

c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).

d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

To fulfill the objectives of our accessibility commitment, we have adopted as our primary guidelines the Section 508 website accessibility standards set forth by the U.S. General Services Administration and also the Web Content Accessibility Guidelines (WCAG) 2.0 recommended by the World Wide Web Consortium (W3C). We continuously test Britannica sites for compliance with the Level AA accessibility standards set forth above and try our very best to remain compliant.

The accessibility of Britannica sites, however, depends on third-party technologies provided by the operating systems, hardware platforms, and assistive technologies, all of which can affect the level of accessibility of Britannica sites.

We will continue to enhance the accessibility of our online products as greater functionality becomes available to ensure ongoing usefulness to all users, including those with different abilities.

We also are committed to addressing issues that prevent the use of our software by people with different abilities. We welcome user feedback and suggestions. If HCPS users have any comments or questions about our online products and the accessibility thereof, they can contact Britannica Customer Support at 1-800-621-3900, ext. 7160 or go to the Britannica Customer Support form.

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

As the nature and content of our databases generally do not require the full student population of a school district to log on at the same time, Britannica does not currently have any evidence from which we can draw to specifically demonstrate support for 60,000 concurrent users. As far as we are aware, HCPS has not experienced latency or bandwidth issues resulting from current usage.

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

LDAP authentication is not applicable to our solution.

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

There is no comparable resource that has the amount of content and multimedia that Britannica offers or our frequency of updates. Britannica provides daily content updates, and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media to the Britannica School databases annually. HCPS is welcome to send requests for additional supporting data or modifications of current data via email and our editorial team will review and consider if such requests meet our editorial policies and content guidelines.

All Britannica School content that was developed by our editorial team aligns with Britannica's editorial policies and guidelines for developing and providing content at appropriate audience levels. Should HCPS contest the appropriateness of specific content for a specific age or audience, Britannica will review the material in question to ensure it aligns with our editorial policies and guidelines. Whether or not the material will be edited or removed will be dependent on the extent to which we find the material aligns to our policies, the findings of which will be explained in our response to HCPS. Should Britannica find the material in question does not meet our policies and guidelines, we will edit the content to meet our guidelines.

For Britannica School content provided by our 3rd party content providers, the following controls may apply (dependent of the type and source of content):

1. An account setting may be offered that allows us to turn off content entirely at the individual account level, as long as they've been set up in our system as independent accounts.
2. We may ask the content provider to delete an entire title from our collection
3. We may entirely remove an individual website link from our database.

D. Computer, Software, and Network Specifications

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

- ***1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students***
  - ***a. Windows Laptop***
    - ***i. Software***
      - ***1. OS – 64-bit, Windows 10, 1909 or higher; Win11***
      - ***2. Browsers – Google Chrome 98.x or above; Microsoft Edge 98.x or above***
    - ***ii. Hardware: Dell Laptops – All:***
      - ***1. Specifications:***
        - ***a. Displays: 11" – 14" depending upon model***
        - ***b. Network connections: wireless***
  - ***b. Chromebooks (primary device for Elementary Students; 1st-5th)***
    - ***i. Software 1. Chromium OS 97.x+ or above***
    - ***ii. Hardware: Dell Chromebook 3100 (touch & non-touch):***
      - ***1. Specifications:***

a. Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display

c. iOS Devices - Elementary and Secondary

i. Software

1. iOS version - 15.x

2. Safari browser

ii. Hardware (Based on iPad MR7F2LL/A)

1. Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology

2. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N

As proven by the current use of Britannica solutions throughout the district, our solutions are compatible with the district's current computer, software, and network Specifications as described above. Britannica maintains compatibility with updates/patches/versions of listed software. To maximize performance, we recommend using an up-to-date version of Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Edge.

E. Networking Environment

1. District Internet Bandwidth

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

2. Firewall Protection

a. Firewalls are in use

As proven by the current use of Britannica solutions throughout the district, our solutions are compatible with the district's current networking environment as described above.

Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity

In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror's should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicitated in this RFP. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

a. Years in business

b. Experience in PreK-12 education market

c. Number of current customers

Encyclopædia Britannica has published the most authoritative general reference encyclopedia in the English language for over 250 years. Over the past 28 years we have also serviced customers with online digital database offerings, having begun publishing online in 1994.

Our proven record of providing excellent programs and customer service to clients all around the globe leads to high renewal and expansion rates. Many state and local libraries, as well as school districts across the country, have been clients of Britannica for decades. The award-winning Britannica School is our most widely used school and library product and is reaches 1.4 million students across 100+ countries including 2 out of 3 U.S. students through 20+ statewide and consortium contracts.

Britannica partners with thousands of libraries and school districts across the country to deliver the same solutions offered to HCPS schools within this proposal. We ensure success by providing cross-department support in the following categories:

- **Customer Service** – available by phone or email. The team is committed to providing the most responsive support possible and available to answer quick functionality questions as well as aid in navigating platforms.
- **Sales Support** – each account is assigned an Account Executive to assist with current solution orders/expansion and provide information pertaining to new products.
- **Professional Services** – we provide access to asynchronous and live webinar trainings that are hosted monthly as well as optional paid professional learning sessions and workshop sessions to help plan, develop, and implement new and expanding programs.
- **Product Support** – our team is proactively involved with accounts to learn how and why solutions are successful and identify areas for improvement based on customer feedback.

Our experienced team is ready to support the success of Henrico librarians, teachers, and students as they use our solutions. The following individuals will be primarily responsible for supporting this contract if. Their resumes are included at the end of tab 3.

Pat Salazar - Regional Account Executive

Pat Salazar is a senior-level business development executive with over 25 years in Education Technology and a proven track record of building sustainable, revenue-producing partnerships with school districts and campuses

across the Northeast Region. Pat is responsible for building and maintaining relationships with campuses and administrators to maximize new and existing partnerships. She will also work closely with Britannica's internal administration team to ensure invoices and related documentation are prepared and submitted according to contract requirements.

Rick Booms - Vice President of Sales

For the past 20+ years, Rick has worked with executive teams to develop high-performing sales and account management departments. Working closely with statewide and district partners, Rick has focused on generating the greatest value from their investments in the products and services he represents. Rick specializes in optimizing sales and support teams around customer service and looks forward to supporting the New Jersey statewide program.

James Paulson - Customer/Technical Support Manager

Jim has been a part of the Customer Support team at Britannica for over 10 years to ensure all customer needs are met in a timely manner with the best results. Jim will partner with New Jersey support to provide ongoing technical and implementation support for all solutions, including all forms of authentication, updates to accounts, and providing usage reports. Jim has gained great knowledge in providing personalized implementation solutions during his years at Britannica working with numerous state and large district contracts. Our customer support has always been an essential piece to providing the best service for all customers.

In Tab 10 we provide three references who can attest to the quality of Britannica solutions and services. Britannica has the financial capacity to continue to support HCPS's implementation and expansion of Britannica resources. If required, upon receipt of a request by HCPS, Britannica can provide on a confidential basis a certified audited financial statement as proof of capacity.

Patricia M. Salazar

Chicago, IL
Phone: 312-347-7000 x7954
Email: psalazar@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Senior Account Executive, K–12 1997–Present

- Manage day-to-day functions of a multi-state sales territory
- Meet and exceed assigned renewal quota for Northeast Region
- Maintain strong, trusting relationships with volatile customer base
- Assist in contract negotiations for statewide consortia
- Manage key renewal accounts for territory growth
- Present and demonstrate all products effectively to clients and prospects
- Build strong internal support by working with company employees/individuals across the organization
- Work with various Microsoft programs to develop reports, product announcements and provide customer quotes
- Utilize Salesforce effectively to generate sales and territory reports
- Created and currently maintaining an Excel database spreadsheet to manage key accounts totaling $2,166,364 for renewal, growth and new business

Supervisor and Manager of College Telemarketing 1991–1996

- Generated over $4 million dollars in new sales opportunities over a 5-year period
- Develop new business and increased customer base in education market by 15%
- Meet assigned quotas for sales and strategic objectives
- Develop marketing programs and sales strategies for U.S. College and University Market.
- Hire and train new sales representatives, as well as existing sales representatives.
- Reorganized sales territories, quotas, commissions for Inside Sales Organization.

Education

DePaul University, Chicago, IL.

Completing coursework toward a B.A. in Marketing

Moraine Valley Community College, Palos Hills, IL.

A.A.S. in Information Management Systems

Richard (Rick) Booms

Chicago, IL
Phone: 312-347-7323
Email: booms@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Vice President of Sales 2021–Present

- Responsible for North and South American sales, marketing and customer support.

Great Books Foundation, Chicago, Illinois

Executive Director of Sales and Marketing 2020–2021

- Drove operational improvement and streamlines sales efforts, spurring 30% growth in sales.

ASUG, Chicago, Illinois

President – Eventful Conferences 2018–2019

- Drove operational improvement and worked to align Eventful with ASUG in order to improve the net income of the business.

SVP of Sales and Business Development 2016–2018

- Through a sales team transformation, generated 20% revenue growth.

Encyclopædia Britannica, Chicago, Illinois

Director of Sales Operations and Marketing 2015–2016

- Implemented a new website, marketing automation and launched a social media strategy leading to 45% growth in lead generation and a 25% increase from our desired buyer persona.

Director of Sales Operations and Analytics 2011–2015

- Implemented sales best practice to generate a yearly cost savings of $1M and drive operational efficiency and growth through customer tiering (CLTV) and SLAs.

Director, West Regional Sales 2007–2011

- Managed new business development and account retention in a 15-state territory.
- Directed national email marketing.
- Achieved top ranking sales growth and margins.

National Accounts Manager 2006–2007

- Directed national retention efforts for 2,500+ accounts, exceeding annual quota
- Improved retention and customer knowledge by leveraging the CRM database and strategic compensation initiatives.

Business Analyst 2003–2006

- Analyzed and reported to executive management on profitability and market/customer trends
- Made recommendations to accelerate digital strategy to reposition the company, in response to the declining print business
- Conducted forecasting, budgeting, and planning
- Created and managed the Institutional Sales CRM

FleetBoston Financial, Boston, Massachusetts

Corporate Strategy Analyst 2001–2003

- Performed internal investment banking and consulting projects for senior leadership

Education

University of Notre Dame, Mendoza College of Business, Notre Dame, Indiana

MBA Business Administration and Management

Brown University, Providence, Rhode Island.

B.A. in American History

Britannica Digital Learning

James Paulson

Chicago, Illinois
Phone: (800) 621-3900 Ext. 7160
Email: jpaulson@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Customer Support Team Manager 2014–Present

- Trains staff on customer service best practices and protocols to maximize efficiency and improve customer satisfaction
- Identifies and resolves customer service and product control issues to minimize adverse effects to management and business direction
- Trains and mentors new team members to promote productivity, accuracy, and friendly customer service

Technical Support Representative 2010–2014

- Reviewed support cases for technical and troubleshooting accuracy and identified needed improvements in processes
- Created new accounts, reset passwords and configured access to servers and file management software for users
- Assessed customer bug reports and enhancement requests and prioritized development to streamline response

OPUS ISM, Little Falls, NJ

Customer Service Representative Manager 1988–2010

- Cross-trained staff members, resulting in 95% increase in customer satisfaction ratings
- Developed open and professional relationships with team members, enabling better, more effective customer service
- Organized and managed sales center hiring, training, and employee scheduling to maximize productivity
- Evaluated call center statistics to identify areas in need of improvement and devised proactive strategies to realign results with targets
- Drove quality customer experiences by leading retention strategy development and conflict resolution to improve overall support delivery
- Trained new hires on relationship building, benefit-oriented sales presentations, sales processes and protocol, product knowledge, customer needs analysis and overcoming objections
- Trained new employees on company policies, procedures, techniques and customer service standard
- Supervised and trained customer service team members to provide exceptional service, driving retention and satisfaction
- Supported organizational change in processes from paper billing to electronic invoicing systems to boost efficiency
- Oversaw addressing of customer requests for friendly, knowledgeable service and support

Education

Seton Hall University, South Orange, NJ

Completed select coursework in the study of communications

Tab 4 – Service Approach and Implementation

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

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

Our proposed solution is described in detail in *Tab 2 – Statement of the Scope*. To provide HCPS reviewers with a demonstration of our products, we provide credentials below to access the proposed products for an evaluation period from June 17, 2022, through July 15, 2022.

- **Britannica School**, English language content for K–12 students and their educators: https://school.eb.com
- **ImageQuest**, rights-cleared images for use by K–12 students and their educators https://quest.eb.com/
- **Britannica Escolar**, Spanish language content for K–8 students and their educators: https://escolar.eb.com
- **Britannica Moderna**, Spanish language content for high school students and their educators: https://moderna.eb.com

Access ID: **hcpsrfp**
Passcode: **2022**

To help reviewers navigate our solutions, we have also included Guided Tour documents in *Tab 13 – Appendices*. These documents provide a guided tour of each resource. Our team would also be delighted to provide a demonstration of our solutions.

b. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)

We have provided a copy of our form of subscription licensing agreement at the end of Tab 4.

c. Any terms and conditions the "end user" is required to accept;

None. Our Usage Rules are contained in the posted Terms of Use and in the form of subscription license agreement, but end users are not required to check a box "accepting" the terms of use.

d. Discuss how parental consent is handled, if required; and

In accordance with our form of subscription license agreement, as the same will be amended by the Virginia School Data Privacy Agreement, in performing the subscribed-to services as requested by HCPS, for the purposes of FERPA and state law, Britannica shall be considered a "School Official" (as defined by FERPA), under the control and direction of HCPS with respect to parental consent and the use of HCPS Data, including Personally Identifiable Information (as defined in Exhibit "C" of the VA SDPA) from Pupil Records (as defined in Exhibit "C" of the VA SDPA) that may be transmitted to Britannica through HCPS and its students' use of the subscribed-to services. Accordingly, in accordance with Britannica's form of subscription license agreement, as the same will be amended by the VA SDPA, to the extent permitted under COPPA, HCPS shall consent to student data collection by Britannica (as a School Official and solely to the extent necessary to provide the subscribed-to services) on behalf of parents and notify parents of the same.

e. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

As a current Britannica customer, HCPS's implementation of our proposed solution would be immediate and not require any additional tasks after contract award. Should HCPS choose to add Britannica Escolar and Britannica Moderna to its services as proposed, activation typically occurs within 1-2 business days of receipt of account information following confirmation of contract. Britannica has the resources to support HCPS's continued and expanded use of our solutions by July 1.

Additionally, if the Division chooses to purchase optional professional learning services, the Britannica professional learning consultant team would work with the Division to schedule those services following contract award.

BRITANNICA DIGITAL LEARNING
SUBSCRIPTION LICENSE AGREEMENT

THIS BRITANNICA DIGITAL LEARNING SUBSCRIPTION LICENSE AGREEMENT ("**License Agreement**") governs Subscriber's subscription to and use of the Services.

This License Agreement is between Encyclopaedia Britannica, Inc., a Delaware corporation, its subsidiaries and its affiliates (collectively, "**Britannica**"), and the undersigned Institution (the "**Subscriber**" and, together with Britannica, the "**Parties**" or "**parties**"), and is effective as of the earlier of the date Subscriber signs or otherwise accepts this License Agreement (including by executing or otherwise accepting an Order Form) or the date of Subscriber's first use of or access to the Services. This License Agreement incorporates all Order Forms (as defined below), and, to the extent terms and conditions set forth herein conflict with any term or condition contained in an applicable Order Form, the terms and conditions set forth herein shall control.

By accepting the Agreement (defined below), either by signing this License Agreement, clicking a box indicating acceptance, or executing an Order Form that references this License Agreement, or using or accessing the Services, Subscriber agrees to the terms and conditions set forth herein. Each person who signs or otherwise accepts this Agreement, or an applicable Order Form, on behalf of Subscriber represents that they have the authority to bind Subscriber and its affiliates to the Agreement, including the terms and conditions of this License Agreement. If the undersigned does not have such authority or does not agree with the terms and conditions of this License Agreement, the undersigned must not accept the Agreement and Subscriber and Users may not use the Services.

For good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties additionally agree as follows:

1. Definitions.

"**Administrator**" means, if applicable, a Subscriber-designated User or Users (other than Student Users) who administer Subscriber's Services account and has access to permissions and other sensitive settings. For the avoidance of doubt, an Administrator may be a Britannica employee.

"**Agreement**" means, collectively, (a) this License Agreement; (b) the applicable Order Form(s); and (c) if applicable, any student data protection agreement, amendment, or addenda to this License Agreement entered into in writing between the Parties.

"**Applicable Laws**" means, collectively, the laws and regulations of the United States and in the district, locality or state of the Public Institution's main campus that govern the Public Institution.

"**BDL Products**" means Britannica's Britannica Digital Learning suite of educational products more particularly described on Britannica's website at https://britannicalearn.com/products/.

"**Britannica Content**" means Content provided or made available by Britannica and its licensors for use within the Services.

"**Consortium**" means an association of two or more Schools, School Districts, or related entities with the objective of pooling their resources to procure the Services for the benefit of all "**Consortium Members**." If applicable, Consortium Members are listed on **Schedule A** to the Order Form, which is incorporated by reference herein.

"**Content**" means text, graphics, photos, images, sounds, music, videos, audiovisual combinations, software files or applications and all other content and materials.

"Educational Purposes" means for the purpose of education, teaching, distance learning, private study and/or research, including use in reports, dissertations, school newspapers, presentations, courses, blogs, websites, lesson plans, smartboards, and for other noncommercial, educational or personal purposes in accordance with the Usage Agreements. For the avoidance of doubt, Educational Purposes shall not include use in connection with any fundraising or other promotional, sales, or profit-generating event.

"**Fees**" means the Total Fees described in an Order Form.

"**Institution**" means a School hereunder.

"**Institutional Privacy Policy**" means Britannica's privacy notice for subscribers to and student users of the Services

located at https://corporate.britannica.com/privacy.html, as the same may be amended from time to time and published on the Services, or as otherwise provided in writing to Subscriber.

"**Linked Services**" means and includes the applications, widgets, websites or mobile, desktop or other services that may be linked with a User's account on the Services.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means an ordering document, including a Britannica order form, quote or invoice, that specifies the Services purchased and subscribed-to by Subscriber under this License Agreement. Each Order Form shall include the Service ordered, licensed population size, pricing, bill to, sold to, form of payment, and the Service-subscription term. Order Forms shall be subject solely to and incorporate by reference the terms of this License Agreement. If there is a conflict between the terms of this Agreement and the terms of an Order Form, the terms of this License Agreement will control. For the avoidance of doubt, Subscriber may submit separate Order Forms each specifying the Services to be provided by Britannica hereunder, and each Order Form shall incorporate the terms and conditions of and be governed by this Agreement. Submitting or acceptance of an Order Form or Subscriber's use of or access to the Services shall constitute Subscriber's unconditional acceptance of this Agreement. Order Forms can be accepted by Britannica only in accordance with the terms of this License Agreement. Additional or different terms proposed by Subscriber will not be applicable unless accepted in writing signed by Britannica. No change, modification, or revision of an Order Form or this License Agreement shall be effective unless in writing and signed by both Subscriber and Britannica.

"**Public Institution**" or "**Public**" means or refers to a School that is majority-owned by or is a legal branch or agency of a local, state or federal government, or other like publicly owned or operated entities.

"**Remote Access**" means access to the Services by Users (not including Walk-In Users) for personal use from their personal computer or other personal mobile device, including, without limitation, smartphones and tablets.

"**School**" or "**Institution**" means Public and private K-12 or primary and secondary schools, School Districts, and related facilities, including Consortiums and Public Institutions, but excluding any instance where any of the foregoing offers training or professional development to business or corporate entities. For purposes of this Agreement, unless otherwise indicated, the School's state of formation is the U.S. state in which the School is located.

"**School District**" means an Institution that executes and administers this Agreement on behalf of a of Public-School system comprised of several towns within a state.

"**Secure Authentication**" means access to (a) the Services by means of authentication determined by Britannica in its sole discretion, including, without limitation, referral URL or LTI authentication, and, (b) if applicable, individual, User Service accounts using unique usernames and passwords.

"**Secure Network**" means a network that is only accessible by Secure Authentication.

"**Services**" means one or more of the Services (BDL Products) subscribed to by Subscriber pursuant to this Agreement, and includes the Britannica Content.

"**Student Data**" means either (a) education records of students, as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), or (b) any other personally identifiable information about a Student User, except that Student Data does not include a record that has had personal data removed such that the student's identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

"**Student User**" means a student enrolled at a subscribing School who has been granted access to the Services pursuant to this Agreement.

"**Subscribed-To Services**" means one or more of the Services specified on an Order Form(s) submitted to Britannica by Subscriber and for which Subscriber has paid Britannica the applicable Fees.

"**Subscriber**" means the Institution signing the Order Form for purposes of subscribing to one or more of the Services.

"**Subscriber Data**" means all electronic data or information submitted by the Subscriber or its Users to the Services, including Student Data, except that Subscriber Data does not include a record that has had personal data removed

such that an individual's identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

"**Terms of Use**" means the usage rules and other terms and conditions applicable to Users of the Services set forth in Section 1 of the Britannica Terms of Use located at https://corporate.britannica.com/termsofuse.html, as the same may be amended from time to time and published on the Services, or as otherwise provided in writing to Subscriber.

"**Usage Agreements**" means collectively, the Britannica (1) Terms of Use (https://corporate.britannica.com/termsofuse.html) and (2) Institutional Privacy Policy (https://corporate.britannica.com/privacy.html).

"**Usage Rights**" means any usage terms specified in an Order Form and the Usage Agreements. Subject to Britannica's prior approval and payment of additional Fees, Subscriber may increase the population size of its Users as evidenced by an amended Order Form.

"**User**" means, as applicable, a Subscriber's (1) students; (2) teaching staff members; (3) administrators; (4) employed staff; or (5) other individuals each of whom are authorized and paid for by Subscriber to use the Services and to whom Subscriber (or, when applicable, Britannica at Subscriber's request) has supplied a username and password (for Secure Authentication), including Walk-In Users. If applicable, Users also may include Subscriber's consultants and contractors. For the avoidance of doubt, Users' rights hereunder shall be personal to the User and members of their immediate family residing with such User. Such rights of use are not transferrable and Users shall be responsible for protecting the confidentiality of their credentials for access to the Services (e.g. usernames and password) and complying with any guidelines prescribed by Britannica from time to time to prevent unauthorized access to the Services. Subscriber agrees to immediately notify Britannica of any unauthorized use or other breach of security. Britannica reserves the right to perform one-way encryption for passwords for account maintenance purposes.

"**Walk-In Users**" are persons who are allowed by the Subscriber to access its information services from computer terminals or otherwise within the physical premises of the Subscriber. For the avoidance of doubt, Walk-In Users may be given access to the Services by any wireless Secure Network. Walk-In Users are not allowed Remote Access (as defined below) to the Services.

2. Grant of License.

a) **Provision of the Services; Permitted Uses**. Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees and other charges, if any, set forth in an Order Form, Britannica shall make the Services available to Subscriber, and grants Subscriber, and Subscriber accepts, a non-exclusive license during the Term to (i) access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes, and (ii) permit Users to access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes.

b) **Number of Users**. Pursuant to Britannica's population-size licensing model, Subscriber may grant access to and permit use of the subscribed-to Services by the number of Users in Subscriber's licensed-User population as specified on an applicable Order Form.

c) **Applicability of the Terms of Use**. Other than as expressly set forth in this Agreement, Britannica makes the Services available to Users, and permits the above uses, subject in full to Subscriber's and each User's use in compliance with the Terms of Use (https://corporate.britannica.com/termsofuse.html).

d) **Remote Access**. This Agreement permits the Subscriber to provide Remote Access to the Services by all Users except Walk-In Users. Subscriber shall not knowingly offer or make Remote Access available to business entities or other institutions (including educational institutions), and shall use its best efforts to inform Users that Remote Access is available to them for personal use only. Subscriber agrees that it will not market or promote Remote Access to business entities or other institutions and that it will terminate Remote Access to any location that Subscriber determines is a business entity or other institution (including educational institutions).

e) **Consortiums.** If applicable, Subscriber agrees and represents that it has the agreement of all Consortium Members to enter into this Agreement and that each Consortium Member accepts and agrees to the terms and conditions of the Agreement, as if it had itself executed the same. Consortium Members and their Users are entitled to the rights, responsibilities, and privileges set forth for Subscriber under this Agreement. Subject to Britannica's prior approval, Subscriber may increase the number of Consortium Members and related Usage

Rights by providing prior written notice thereof and paying additional Fees, as determined by Britannica and set forth in an Order Form.

3. Britannica Responsibilities.

a) **Provision of the Services.** Britannica will (1) make the Services and Britannica Content available to Users pursuant to this License Agreement, any applicable Order Form, and, with respect to Users, the Usage Agreements; and (2) provide applicable training and support for the Services as detailed in an Order Form.

b) **Protection of Subscriber Data**. Britannica will maintain administrative and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Subscriber Data by Britannica personnel except (1) to provide the Services and prevent or address Service or technical problems; (2) as compelled by law; or (3) as Subscriber expressly permits in advance, in writing.

c) **Data Processing**. The "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html applies to the use of the Services by Subscriber and its Users, and Britannica's processing of Service-related data, including Subscriber Data, in connection with the Subscribed-To Services. All personal data processed by Britannica in connection with this Agreement and the Subscribed-To Services will be processed by Britannica in accordance with the terms and conditions set forth in this Agreement and as described in the "Children's Privacy" section of the Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

d) **Compliance with Applicable Laws.** Britannica shall comply with all applicable local, provincial, state, federal and foreign laws in providing the Services, including, without limitation, FERPA and COPPA (defined below).

4. Subscriber Responsibilities.

a) **License Limitations**. In addition to any and all limitations set forth in the Terms of Use (https://corporate.britannica.com/termsofuse.html) and for the avoidance of doubt, Subscriber shall not, and shall not permit Users to: (1) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party; (2) use the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, rules, or regulations, including the Applicable Laws; (3) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (4) use the Services to send or store Malicious Code; (5) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (6) attempt to gain unauthorized access to the Services or its related systems or networks; or (7) use the Services or Content included or created therein for purposes other than Educational Purposes.

b) **Student Data**. Subscriber represents, warrants, and covenants that it has all necessary consents in respect of any Student Data that it shares with Britannica to enable Britannica to provide the Services in the manner described herein and in the Usage Agreements. Subscriber hereby grants Britannica a non-exclusive license for the duration of the Agreement (and for thirty (30) days thereafter) to use the Student Data as reasonably required to provide the Services and as described in the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

c) **Usage Limits; Excess Use**. The Services are subject to usage limits, including, for example, the Usage Rights and User-population size specified in an Order Form. If Subscriber exceeds its Usage Rights ("**Excess Use**"), Britannica may work with Subscriber to seek to reduce Subscriber's usage so that it conforms to the agreed upon limits. If, notwithstanding Britannica's efforts, Subscriber is unable or unwilling to abide by the Usage Rights set forth in an Order Form, Britannica, in its sole discretion, may (1) request that Subscriber execute an Order Form for additional Usage Rights and pay any invoice for Excess Use (an "**Excess Usage Invoice**") in accordance with Section 7 below, and/or (2) terminate Subscriber's subscription without penalty or repayment of any kind by Britannica.

d) **Administrator and User Accounts**. If applicable, Subscriber is responsible for designating Administrators for its Services' accounts, maintaining updated Administrator contact information, and managing access to Administrator accounts. In addition, if Subscriber has the ability to create User accounts, Subscriber agrees:

1. It is responsible for ensuring that all Users are informed of and familiarize themselves with the Usage Agreements.

2. If a User is a Student User:

   i. If applicable, Student User accounts will be created by an Administrator on the student's behalf and not by the Student User directly.

   ii. It will closely supervise all use of the Student User accounts.

   iii. It shall obtain all necessary consents and agreements (including from both the Student Users and the Student Users' parents) to (A) allow each Student User's use of the Services and Britannica Content, and (B) bind Student Users to the Usage Agreements.

   iv. It is responsible for assuring that all use of the Services by Student Users is in full compliance with all applicable laws, rules and regulations, including, without limitation privacy and educational laws, rules and regulations, including, without limitation, the Children's Online Privacy Protection Act ("**COPPA**") and FERPA, and does not violate any third party rights.

To the extent permitted by Applicable Law, Subscriber agrees to defend, indemnify and hold Britannica harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of any of the foregoing obligations by Subscriber, including, without limitation, from any claims that (A) a Student User's use of the Subscribed-To Services as described herein violates COPPA or FERPA, or any other applicable educational or data protection laws, rules, and regulations; or (B) are attributable to the negligence of Subscriber or of its officers or employees when acting within the course and scope of their employment.

e) **Additional Consents, Licenses and Indemnity**. Subscriber represents to Britannica that it is authorized to use the Subscriber Data and that, before it provides the same to Britannica, Subscriber has obtained any licenses, consents and authorizations necessary for Britannica to provide the Services. To the extent permitted by Applicable Law, Subscriber agrees to defend, indemnify and hold Britannica harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of this Section 4(e) by Subscriber, including, without limitation, from any claims that are attributable to the negligence of Subscriber or of its officers or employees when acting within the course and scope of their employment.

f) **Compliance with Usage Agreements and Applicable Laws; Accuracy of Subscriber Data**. Except as otherwise provided herein, Subscriber shall comply with, is wholly responsible for, and shall ensure compliance by Users with, the Usage Agreements (including, without limitation, any acceptable use policies set forth therein). Subscriber shall: (1) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data; (2) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Britannica promptly of any such unauthorized access or use; (3) comply with all applicable local, state, and federal laws when using the Services; and (4) if applicable, provide Britannica with means to communicate with Administrators in order to promote the use of the Services in the Subscriber's classroom(s).

g) **Data Privacy.** Subscriber understands, acknowledges and agrees that:

1. Subscriber has read and understands the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html. By entering into this Agreement, Subscriber consents, on behalf of itself and its Users, to Britannica's collection, processing, use and transfer of Service-related data, including Subscriber Data and Derivative Works, in the manner described in the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

2. Information and data, including Subscriber Data, provided to Britannica by Subscriber or Users through the Services or third-party service providers are necessary for the provision of the Services.

3. Subscriber consents, on behalf of itself and Users, to Britannica's disclosure of Service-related data, including Subscriber Data, to Britannica's third-party service providers or other third parties where such disclosure is necessary for the performance of Britannica's obligations under this Agreement and complies with the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at

https://corporate.britannica.com/privacy.html, or as required by law.

h) **Subscriber Security Measures.** Subscriber agrees to take such steps as are necessary to protect the Services from unauthorized use, disclosure or third-party access. Such steps shall be at least of the same quality and sophistication as Subscriber uses to protect electronic transmissions of its own intellectual property from unauthorized use, and shall include, but not be limited to, disclosing the Services security code only to Users. At Britannica's request, Subscriber will disclose to Britannica such security measures as are then being used by Subscriber to prevent access by other than Users.

5. **Effective Date; Term of this Agreement.** This Agreement and the terms and conditions set forth herein shall become effective on the date of the last signature on the Order Form ("**Effective Date**") and shall continue for the Subscription Term stated on the Order Form (the "**Initial Term**") unless otherwise indicated on the Order Form.

6. **Renewal Term(s)**.

a) **Automatic Renewal of Subscription.** This Agreement shall automatically renew for an additional twelve (12)-month term (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless either party provides written notice to the other party of its intent not to renew at least sixty (60) days in advance of the end of the Initial Term or current Renewal Term, as the case may be.

b) **Renewal Term Subscription Fees**. Subject to the following sentence, Britannica reserves the right to increase Subscription Fees for each Renewal Term as follows: (a) for renewals below Seven Hundred and Fifty U.S. Dollars, Britannica reserves the right to increase Subscription Fees for each Renewal Term by an amount equal to 10% of the Subscription Fees for the Term immediately preceding the Renewal Term; and (b) for renewals at or above Seven Hundred and Fifty U.S. Dollars, Britannica reserves the right to increase Subscription Fees for the Renewal Term by an amount equal to three percent (3%) of the Subscription Fees for the Term immediately preceding the Renewal Term. Subscription Fees for any Renewal Term will not exceed Britannica's then-current subscription rates for similarly situated, new customers, and shall be subject to the payment terms set forth in Section 7 below.

7. **Payment of Fees; Late Payment.** Subscription Fees for the Services shall be (a) due 30 days after receipt of Britannica's invoice, including any Excess Use Invoice, or as otherwise agreed upon by the parties in an Order form; (b) non-refundable; and (c) exclusive of any and all taxes, fees, and other charges. Further, in the event of any underpayment or late payment of Fees by Subscriber, Subscriber shall be subject to the payment of a penalty in the amount equivalent to 1.5% (one and half per cent) of the total debt, plus interest in the highest amount permitted by the law, without the prejudice of Britannica's right to terminate this Agreement and the related Services.

8. **Proprietary Rights.**

a) **Reservation of Rights.** The Services and Britannica Content are the property of Britannica, its affiliated companies or licensors, and protected by international copyright, patent and trademark laws changes. No rights are granted to Subscriber or Users hereunder other than as expressly set forth herein.

b) **Subscriber Data.** As between Britannica and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all Subscriber Data. Subscriber Data is deemed Confidential Information pursuant to Section 9 below. Neither Britannica nor its approved, third-party service providers shall access Subscriber's individual User accounts, except to: (1) respond to service or technical problems or at Subscriber's request, (2) as necessary for the operation of the Service or billing, or (3) collect data on the Subscriber's and Users' usage of the Services for benchmarking and best practices. Subscriber hereby grants Britannica and its approved, third-party service providers for the duration of the Agreement (and for thirty (30) days thereafter) a worldwide, non-exclusive license right to use, copy, distribute, create derivative works based on, display, and perform the Subscriber Data as reasonably required for Britannica to provide the Services. .

c) **Suggestions.** Britannica shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or its Users relating to the operation of the Services.

9. **Confidentiality.**

a) **Confidential Information**. "**Confidential Information**" means all information disclosed by a party

("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Further, Confidential Information of Britannica includes all Britannica intellectual property, including the Services and Britannica Content, and any updates, enhancements, modifications, improvements and derivative works thereto. In addition, Subscriber Data, including Student Data, are confidential to Subscriber. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party without use of or reference to the Disclosing' Party's Confidential Information.

b) **Degree of Care**. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (1) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (2) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to its employees, agents and contractors to the extent necessary to perform its obligations under this Agreement.

c) **Student Users**. The parties also acknowledge that Confidential Information may include personally identifiable information from children under the age of 16. Subscriber acknowledges that it will act as agent for the parents of Student Users under the age of 16 for purposes of applicable privacy and educational laws, rules and regulations, including, COPPA. Britannica presumes that Subscriber's authorization is based on having obtained parental consent where necessary. Subscriber further acknowledges that it has read, fully understands, and agrees to use best efforts to ensure Users abide by Britannica's Usage Agreements.

d) **FERPA**. The parties acknowledge that (i) Confidential Information may include personally identifiable information from education records that are subject to FERPA ("**FERPA Records**"); and (ii) to the extent that Confidential Information includes FERPA Records, Britannica will be considered a "Institution Official" (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of Institution Officials under FERPA. Each party represents and warrants to the other party that it will comply with all provisions of FERPA applicable to such party's performance hereunder.

10. **Disclaimer of Warranties. THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER BRITANNICA CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH BRITANNICA EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. **Limitation of Liability. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BRITANNICA, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND LICENSORS, OR CONTENT PROVIDERS BE LIABLE: (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR THE USE, INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR BUSINESS, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, EVEN IF BRITANNICA WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE; OR (II) FOR ANY DAMAGES, LOSSES AND/OR CAUSES OF ACTION EXCEEDING ONE THOUSAND DOLLARS ($1,000) IN THE AGGREGATE.**

12. **Indemnification.** If permitted by Applicable Law and in addition to indemnification obligations set forth in Section 4 above, to the fullest extent permitted by law, Subscriber agrees to indemnify and hold Britannica, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors harmless from and against all losses, expenses, damages and costs including reasonable attorneys' fees, arising out of (a) the information or material Subscriber submits to Britannica, including, but not limited to, liability for violation of copyrights, trademark rights, trade secret rights, or any other intellectual property rights, or the privacy or publicity rights of others, or liability for information or material Subscriber provides that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity, or is fraudulent or deceptive, (b) Subscriber's use or unauthorized copying of the Services or the Britannica Content, or (c) Subscriber's violation of any applicable laws, rules, or

regulations, including Applicable Laws.

13. **Termination.** If Subscriber should breach any material provision in this Agreement and fail to remedy such default within thirty (30) days after receipt of written notice from Britannica, this Agreement shall terminate effective as of the expiration of said thirty (30)-day period. In the event of termination of this Agreement by either party, Subscriber shall have no claims against Britannica or its affiliates. Termination of this Agreement automatically terminates Subscriber's and Users' licenses to use the Services, and any Britannica Content or any other materials contained in the Services.

14. **Assignment.** Subscriber may not assign any of its rights or delegate any of its obligations under this Agreement without Britannica's prior written consent.

15. **Dispute Resolution; Governing Law.**

    a) **Dispute Resolution**. If permitted by Applicable Laws, Britannica and Subscriber each agree to meet and negotiate in good faith in order to resolve any controversy or claim arising out of or relating to this Agreement or the Services that may arise between them (each a "**dispute**"). Except where prohibited by Applicable Laws, the parties agree that any disputes that cannot be settled shall be submitted first to voluntary mediation at the American Arbitration Association ("AAA") in Chicago, Illinois USA. The Parties will share the cost of mediation equally. If the dispute(s) is not resolved within fifteen (15) days of being referred by either Party for mediation, the dispute shall be resolved before a neutral arbitrator. Arbitration shall be (1) initiated in Chicago, Illinois USA, and (2) conducted by the AAA under its Commercial Arbitration Rules. Except where prohibited by Applicable Law, Britannica and Subscriber each agree to submit to the personal jurisdiction of the federal or state courts located there, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The language of arbitration shall be English, and the arbitral award shall be final and binding on both the Parties. Any court with jurisdiction over the parties may enforce the arbitrator's award. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Subscriber nor Britannica will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If any provision of this Agreement is held to be overly broad in scope or duration by a court of competent jurisdiction, such provision shall be deemed modified to the broadest extent permitted under the law applicable to such proceeding. In addition, if any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default

    b) **Governing Law**. This Agreement (including those terms related to indemnification) will be governed by and construed in accordance with the Applicable Laws. Such laws shall govern without reference to the conflicts-of-laws rules thereof. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the local courts of the county in which the main campus of Public Institution is located, or the administrative tribunal having exclusive jurisdiction over disputes involving Public Institution, as applicable.

16. **Notices**. All notices provided in accordance with this Agreement shall be in writing and shall be sent to the parties at their respective address set forth in this Agreement. Notices shall be sent by certified mail, return receipt requested, and shall be considered given three days after the date mailed.

17. **Entire Agreement.** This License Agreement, including all schedules, exhibits and addenda hereto, and the applicable Order Form(s) constitute the entire agreement between the Parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this License Agreement and any schedule, exhibit or addendum hereto, and an Order Form, the terms of this License Agreement shall prevail.

Tab 5 - Technical Administration, User Interface, and Integration

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:

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

As the nature and content of our databases generally do not require whole school districts of students to log on at the same time, Britannica does not currently have any evidence from which we can draw to specifically demonstrate support for 60,000 concurrent users. As far as we are aware, HCPS has not experienced latency or bandwidth issues resulting from current usage.

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

Britannica's proposed solutions do not require user accounts, authentication takes place at the district or building level. Optionally, should the district want users to have individual user accounts for saving resources, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

c. Describe the data exchange process in detail;

Our proposed solution does not require rostering. Currently, HCPS's authentication happens through IP address. Optionally, should the district want users to have individual user accounts for saving resources, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

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

There are no such limitations.

e. Provide per user bandwidth requirements for the proposed solution;

About 10 Mbps per user for best performance.

f. Provide the average bandwidth per student required; and,

A page weight of a Britannica School site is around 2 Mbytes compressed, with ImageQuest, Moderna, and Escolar being lighter.

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

Britannica School is a certified Schoology app and supports LTI version 1.1. Britannica ImageQuest, Britannica Moderna, and Britannica Escolar are not currently certified.

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

The proposed solutions are websites hosted by Britannica on the AWS cloud. As such, no installation on the HCPS network or devices will be required.

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Tab 6 – Infrastructure and System Administration

In this tab, offerors shall provide information regarding infrastructure and system administration as described in the Scope of Services as well as the following information:

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

Britannica's solutions and related data are hosted on the Amazon Web Services (AWS) cloud and have been since 2020. AWS is the most popular, powerful, and secure public cloud hosting service. As a cloud-hosted solution, Britannica manages all matters related to hosting. Product patches and updates are automatically applied, freeing HCPS staff from having to manually manage these updates. We have a standard AWS Service level agreement.

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

Britannica's applications are available 24 hours a day, 365 days per year. Updates do not typically involve downtime for customer access. Britannica's applications reported more than 99.9% availability over the past twelve months. In addition, all application solutions have full redundancies and Britannica provides for the backup/recovery, data retention, and disaster recovery of such application solutions using strategies available to us within AWS (our cloud-services provider) and internal policies and procedures. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly. We also employ Cloudflare, which is a DDoS protection tool. Britannica performs vulnerability assessments across its products and digital environment on no less than a quarterly basis and performs penetration testing across its products and digital environment on a daily basis.

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

Britannica is dedicated to ensuring the security and privacy of our customer data. We maintain administrative and technical safeguards for protection of the security, confidentiality, and integrity of customer data. These safeguards include, but are not limited to, measures for preventing access, use, modification, or disclosure of customer data by Britannica personnel, except to provide services and prevent or address service or technical problems; as compelled by law; or as expressly permitted by the customer in advance, in writing. Britannica uses best efforts to adopt data security and privacy policies and controls that align with NIST 800-171 Rev.1, including the use of access and storage controls, privacy and security awareness training, audits, authentication, maintenance, risk assessments, and various other controls. Our documented security and privacy policies provide a framework for maintaining effective and efficient internal security and privacy controls and practices as described below.

Employee Training, Policies, and Procedures

All Britannica employees receive data security and privacy training materials upon onboarding. In addition, Britannica employees are required to attend an annual, in-person privacy and security awareness training session, and complete monthly, third-party provided and verifiable privacy or security training modules and related

assessments. Britannica's IT policies and procedures, including its information and network security and data breach notification policies (among others) are posted for access and reference by Britannica's U.S. employees and representatives on Britannica's intranet site and shared with all Britannica employees and representatives globally during onboarding and in connection with Britannica's annual security and privacy awareness training sessions. In addition, all employees and representatives sign confidentiality agreements by which they commit to maintain and continuously ensure the confidentiality, both during and after their engagement with the Britannica, of all data or information learned, received or otherwise processed by such employee or representative that relates to or is controlled by Britannica or its customers and that is non-public, contains personally identifiable information, or pertains to confidential or proprietary business matters.

Britannica maintains role-based, least-privileged access to our customer data. Only those individuals with direct responsibilities for creating/deleting user accounts, providing technical support or otherwise providing the subscribed-to services as requested by a customer have access to this data and we use a ticketing system with extensive audit trails to follow through. Britannica ensures that any of its employees who have access to personally identifiable information (PII) receive training on the federal and state laws governing confidentiality of such information. For those who have privileged access, they must use an individual VPN connection to access customer data when working remotely. All transactions are performed on TLS with secure authentication. Our Information Security policies contain strict policies for employees who need to transport customer data on portable devices. If an employee is switching to a new (non-privileged) role at Britannica, or are leaving the company, we revoke their access on the same day.

Building and Physical Security

Our building entrance is staffed with 24x7 security guards. Beyond that, our office entrance doors are always locked with receptionist(s) attending to the entrances. Every employee must use a security pass (fob) to unlock the door to enter the premises. We also maintain security cameras and monitor all the entrances and hallways. Our internal data center has an additional lock with a separate security access card—issued only to a few IT staff, along with an additional security camera. We use a cloud-based inventory control software to keep close inventory of our company technology assets. When needed, we wipe all the hard disks using DoD 3-pass technique. When hardware reaches the end of life, we use a 3rd party professional firm to destroy disks in a secure way.

User security and privacy

Britannica is dedicated to maintaining user privacy and a link to our privacy policy appears on every page of our websites. As specifically stated in our privacy policy and confirmed in applicable data protection and licensing agreements, Britannica guarantees the confidentiality of our institutional customers' (e.g., libraries, educational institutions) individual users (e.g., patrons, students, staff), including that no user's personal data is used or sold without the user's permission except as may be required by law.

Britannica's posted privacy policy is located at https://corporate.britannica.com/privacy-policy/.

At the transaction level all data is transmitted over secure transmission (TLS) protocol and data is encrypted while in transit. At the database level, data is protected by firewall and username/password and other access control requirements. Personal data is stored in a secure encrypted database behind web applications protected by strong firewalls. Britannica conducts ongoing reviews in an effort to ensure the maintenance of its database security and conducts ongoing vulnerability management scanning, among other processes.

Audit and Risk Assessment

Britannica conducts internal risk assessment and audits periodically to discover any information security gaps and test our policies and procedures. This includes:

- Reviewing web server access and error logs, and internal process logs stored in AWS CloudWatch.
- Using TrustedSite (Qualys Security Scan) to check security of our websites daily and review the results.
- Using OneTrust software to run an internal security and privacy assessment on our company regularly, at least once a year.
- Using Netsparker for pen testing on our websites on a regular interval.
- Running Vipre on all the devices to protect malwares.
- Using up-to-date and secure system configurations, and regularly apply necessary security patches when they become available.

Our accredited and experienced data privacy team oversees the policies, procedures, and systems that ensure this security and privacy.

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

Britannica is not SOC 2 certified.

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

As described above, we use redundant AWS services for every Britannica website at every level. Britannica solutions maintain 99.9% availability. The database has a high-availability warm standby with automatic failover. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly.

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

The proposed solutions require about 10 Mbps per user for best performance. A page weight of a Britannica School site is around 2 Mbytes compressed, and Britannica ImageQuest, Britannica Escolar, and Britannica Modera are lighter.

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

Britannica's solutions are only available as web-based applications.

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

For more than 250 years, Britannica has been a leading innovator in education and educational technology, creating engaging and effective solutions for educators, students, and learners whether they are at the library, in a classroom, or at home. Our cloud-based solutions deliver continual editorial updates that ensure our database articles are reliable, factual, and up to date. Our editorial team provides daily content updates using our push to publish technology that publishes without interrupting service access. We post approximately 13,000 new and updated encyclopedia articles and media annually and major events in history are chronicled in real time.

Our product and system architecture teams deliver regular product, accessibility, and security updates, as needed, to ensure that our solutions stay functional, accessible, responsive, and secure. Additionally, the

Britannica team regularly seeks feedback from customers to understand where our products can provide additional value and responds by developing new functionality where possible. Examples of this sort of update in the past have included adding support for integrations with single sign-on and learning management systems. In the unlikely event of scheduled downtime, Britannica subscribers are notified in advance via email. We update customers on new product features using our listserv.

i. Any tools available to measure system responsiveness.

Britannica uses CatchPoint to measure website performance, and AWS CloudWatch to monitor system responsiveness

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

There are no limits on storage.

k. Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

As described above, Britannica solutions maintain 99.9% availability. Our stringent disaster recovery policy and procedure provide backups and tests disaster recovery in regular intervals. The database has a high-availability warm standby with automatic failover. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly.

Britannica’s solutions are hosted by Amazon Web Services.

Tab 7 – Reporting and Monitoring

In this tab, offerors shall provide the following information regarding reports and monitoring

a. Provide samples and descriptions of reports offered and the ability to customize content and reports.

HCPS will access standard reporting on-demand through our Britannica Usage Statistics website. Britannica statistics count each text-based resource viewed in the “Documents” category and each multimedia resource in the “Multimedia” category. Together, these two usage categories will provide the total number of assets viewed. Multimedia statistics are recorded only when a user selects a specific image, map, video, or interactive lesson for viewing. It does not include the rich multimedia embedded in articles and feature pages.

We provide a sample of this standard report for HCPS’s last calendar year of usage on the following page. The district has currently chosen to report elementary level access as one segment, and all other school levels as another. Britannica statistics and reporting can be granular to the institution level, depending on authentication methods used by the district.

Britannica’s statistics also comply with the COUNTER Codes of Practice, currently COUNTER5. Britannica statistics are counter compliant with some derivations. All statistics reports include Queries, Documents and Sessions as required by the Counter Protocol. In addition, Britannica provides separate reporting on multimedia when it is viewed on its own. This includes video and audio files, interactive lessons, and images when not embedded in a document.

Britannica COUNTER5 reports include statistics and reporting granular to the institution level, depending on authentication methods used by the district. Counter5 reports are not standard for our district level customers but are available if required and would be delivered monthly via email.

The following pages provide a sample of a standard report and COUNTER5 report.

Britannica Monthly Usage Report
Start Date: 06/2021 End Date: 05/2022

Henrico Public Schools

Date/Time	Totals	Total Ses	BIQ - Ses	BIQ - Doc	BIQ - Que	BIQ - Med	HOMEPA	HOMEPA	HOMEPA	HOMEPA	MIDDLE S	MIDDLE S	MIDDLE S	MIDDLE S	ELEMENT	ELEMENT	ELEMENT	ELEMENT	Fun - Ses	Fun - Doc	Fun - Que	Fun - Med	HIGH SCH	HIGH SCH	HIGH SCH	HIGH SCH
06/2021	**50960**	**5130**	1668	1338	4368	7601	1106	1226	0	1	847	1728	11465	102	83	106	526	19	0	0	0	0	1426	2260	20103	117
07/2021	**3419**	**411**	99	59	352	254	126	152	0	1	107	224	1447	10	14	25	95	6	0	0	0	0	65	127	666	1
08/2021	**1133**	**157**	48	45	221	102	46	55	0	0	12	16	40	0	12	36	108	8	0	0	0	0	39	66	436	0
09/2021	**67880**	**6984**	1333	1566	3206	4147	2084	2440	0	11	1209	2345	18845	187	40	64	362	2	0	0	0	0	2318	4214	30371	120
10/2021	**242748**	**23951**	9460	6534	34665	47015	5661	6357	0	7	3224	6168	55059	347	71	99	609	34	0	0	0	0	5535	10824	74696	334
11/2021	**163189**	**14171**	3462	2859	11201	25693	4191	4644	0	8	3677	7376	69028	49	73	132	540	19	1	1	0	0	2767	5146	36408	85
12/2021	**129492**	**13513**	3919	2667	13183	25146	3423	3799	0	0	3579	6637	39616	115	82	141	859	1	0	0	0	0	2510	4847	32433	48
01/2022	**118455**	**11040**	2968	1986	12112	23017	3003	3424	0	7	2709	5450	40166	328	290	648	2045	119	0	0	0	0	2070	3903	25012	238
02/2022	**159250**	**14719**	3017	2522	8806	22701	4841	5496	0	1	3828	7959	61355	347	440	899	4392	82	1	9	0	6	2592	5090	39191	394
03/2022	**134143**	**14456**	2868	2547	8718	16095	4552	5051	0	3	4115	8343	51688	349	266	456	2431	21	0	0	0	0	2655	4903	33301	237
04/2022	**99012**	**9221**	1309	1242	3863	8805	2542	2872	0	1	2824	5228	28079	329	207	412	2802	68	0	0	0	0	2339	4292	40862	157
05/2022	**125640**	**11025**	2743	2010	8779	23677	2787	3094	0	0	2738	4852	40298	496	205	351	1386	101	0	0	0	0	2552	4870	35460	266
Subtotals	**1295321**	**124778**	32894	25375	109474	204253	34362	38610	0	40	28869	56326	417086	2659	1783	3369	16155	480	2	10	0	6	26868	50542	368939	1997

Henrico Public Schools - Elementary

Date/Time	Totals	Total Ses	BIQ - Ses	BIQ - Doc	BIQ - Que	BIQ - Med	HOMEPA	HOMEPA	HOMEPA	HOMEPA	MIDDLE S	MIDDLE S	MIDDLE S	MIDDLE S	ELEMENT	ELEMENT	ELEMENT	ELEMENT	Fun - Ses	Fun - Doc	Fun - Que	Fun - Med	HIGH SCH	HIGH SCH	HIGH SCH	HIGH SCH
06/2021	**43031**	**3609**	30	12	96	47	106	125	0	19	577	878	1564	82	2874	5823	33658	653	21	19	0	54	1	1	0	0
07/2021	**2014**	**174**	0	0	0	0	8	14	0	2	18	33	42	0	143	286	1537	67	5	11	0	22	0	0	0	0
08/2021	**950**	**111**	2	2	0	0	8	10	0	1	14	17	65	0	86	127	709	16	1	3	0	0	0	0	0	0
09/2021	**35523**	**3690**	291	375	498	1064	1067	1236	0	13	354	581	1865	48	1966	3707	25324	763	10	17	0	30	2	2	0	0
10/2021	**107910**	**9740**	860	782	2211	3155	3509	4197	0	65	808	1478	6571	119	4553	8917	78529	1834	10	37	0	15	0	0	0	0
11/2021	**97313**	**10107**	683	676	1545	3283	3677	4332	0	9	1275	2325	9706	44	4461	10483	64438	437	10	10	0	24	1	1	0	0
12/2021	**78361**	**8251**	813	841	2037	3865	2888	3490	0	0	1164	2042	9734	20	3379	7872	48346	98	6	5	0	9	1	2	0	0
01/2022	**189034**	**19780**	2332	2267	5991	10003	7230	8528	0	271	2279	4202	19595	412	7934	17674	117282	2789	5	7	0	13	0	0	0	0
02/2022	**279926**	**26482**	2238	2402	4739	6902	9856	11365	0	2	3870	7229	43477	541	10497	21371	179264	2554	17	30	0	26	4	5	19	0
03/2022	**131780**	**13889**	1570	1484	4348	6114	5033	5784	0	0	2043	3564	20292	320	5234	10334	78352	1170	9	11	0	7	0	0	0	0
04/2022	**82745**	**9134**	619	588	1477	3129	3479	4019	0	0	1337	2277	13320	188	3695	7855	48899	968	3	7	0	3	1	2	13	0
05/2022	**131134**	**12441**	1208	1177	2774	8364	4541	5336	0	0	2101	3854	23258	427	4587	8622	75950	1362	4	6	0	4	0	0	0	0
Subtotals	**1179721**	**117408**	10646	10606	25716	45926	41402	48436	0	382	15840	28480	149489	2201	49409	103071	752288	12711	101	163	0	207	10	13	32	0

Grand Totals

06/2021	**93991**	**8739**	1698	1350	4464	7648	1212	1351	0	20	1424	2606	13029	184	2957	5929	34184	672	21	19	0	54	1427	2261	20103	117
07/2021	**5433**	**585**	99	59	352	254	134	166	0	3	125	257	1489	10	157	311	1632	73	5	11	0	22	65	127	666	1
08/2021	**2083**	**268**	50	47	221	102	54	65	0	1	26	33	105	0	98	163	817	24	1	3	0	0	39	66	436	0
09/2021	**103403**	**10674**	1624	1941	3704	5211	3151	3676	0	24	1563	2926	20710	235	2006	3771	25686	765	10	17	0	30	2320	4216	30371	120
10/2021	**350658**	**33691**	10320	7316	36876	50170	9170	10554	0	72	4032	7646	61630	466	4624	9016	79138	1868	10	37	0	15	5535	10824	74696	334
11/2021	**260502**	**24278**	4145	3535	12746	28976	7868	8976	0	17	4952	9701	78734	93	4534	10615	64978	456	11	11	0	24	2768	5147	36408	85
12/2021	**207853**	**21764**	4732	3508	15220	29011	6311	7289	0	0	4743	8679	49350	135	3461	8013	49205	99	6	5	0	9	2511	4849	32433	48
01/2022	**307489**	**30820**	5300	4253	18103	33020	10233	11952	0	278	4988	9652	59761	740	8224	18322	119327	2908	5	7	0	13	2070	3903	25012	238
02/2022	**439176**	**41201**	5255	4924	13545	29603	14697	16861	0	3	7698	15188	104832	888	10937	22270	183656	2636	18	39	0	32	2596	5095	39210	394
03/2022	**265923**	**28345**	4438	4031	13066	22209	9585	10835	0	3	6158	11907	71980	669	5500	10790	80783	1191	9	11	0	7	2655	4903	33301	237
04/2022	**181757**	**18355**	1928	1830	5340	11934	6021	6891	0	1	4161	7505	41399	517	3902	8267	51701	1036	3	7	0	3	2340	4294	40875	157
05/2022	**256774**	**23466**	3951	3187	11553	32041	7328	8430	0	0	4839	8706	63556	923	4792	8973	77336	1463	4	6	0	4	2552	4870	35460	266
	2475042	**242186**	43540	35981	135190	250179	75764	87046	0	422	44709	84806	566575	4860	51192	106440	768443	13191	103	173	0	213	26878	50555	368971	1997

We use COUNTER5 metrics as following:
Total Item Investigations: all activities engaged by user.
Total Item Requests: views of full text, video, and image.
Searches Regular: searches conducted by a user on our product website where the user searches against database used by our product.

Account ID	Account Name	Product Name	Subcategory	Total Iter	Total Iter	Searches	Month
123	Jackson ISD	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	36	16	20	2022-01-(
123	Jackson ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	43	4	39	2022-01-(
234	Washington ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	2	1	1	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	ESCLR	8	8	0	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	Primaria	1	1	0	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	Secundaria	1	1	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	2	2	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	4868	183	4685	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	HOMEPAGE	76	76	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	2	2	0	2022-01-(
678	ANTHEM ISD	Enciclopedia Moderna	Moderna	17	5	12	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	944	935	9	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	7327	1272	6055	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	1146	84	1062	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HOMEPAGE	708	708	0	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	33859	3555	30304	2022-01-(
775	PAT'S MIDDLE	Britannica Online School Edition (SE)*	HOMEPAGE	2	2	0	2022-01-(
775	PAT'S MIDDLE	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	57	9	48	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	ESCLR	44	44	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	Primaria	109	26	83	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	Secundaria	6	6	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	41473	2884	38589	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	Fun	112	112	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	87	26	61	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	HOMEPAGE	192	192	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	426	175	251	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Enciclopedia Moderna	Moderna	1	1	0	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	13	3	10	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	HOMEPAGE	1	1	0	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	1428	43	1385	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	2	2	0	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	7	3	4	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	HOMEPAGE	2	2	0	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	18	9	9	2022-01-(
11223344	CANTERBURY RD ELEM	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	11	11	0	2022-01-(
11223344	CANTERBURY RD ELEM	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	17	17	0	2022-01-(
44332233	SAM M MARTIN MS	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	240	237	3	2022-01-(
44332233	SAM M MARTIN MS	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	1	1	0	2022-01-(

Tab 8 – Training and Professional Development

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

Britannica solutions are easy to use and require minimal training for educators to begin using the databases with their students. As experienced users of Britannica School and ImageQuest, HCPS educators are already familiar with the interfaces of our solutions and the tools available to maximize value to both teachers and students. As such, we have not included any required training or professional development with our proposed pricing in Tab 9. HCPS staff are always welcome to access the free asynchronous and live webinar trainings our educational consultants host monthly.

Should HCPS seek additional professional development to further expand usage and value, or to support the addition of the Spanish resources option we have proposed, we have provided pricing for such services in Tab 9. Britannica professional learning consultants are experienced facilitators and bring with them best practices in facilitating in-person, virtual, and asynchronous professional learning. Paid options available to Henrico County Public Schools include:

- **In-Person Workshops** – Britannica's highly engaging workshops empower educators to build competencies in specified areas to impact their teaching and improve student outcomes. Using a variety of collaborative and hands-on learning experiences, educators develop research-based instructional practices and have the opportunity to apply and reflect on what they've learned.
- **Virtual Sessions** – Britannica's virtual sessions provide interactivity for participants through the facilitation of best practices in online learning. Virtual sessions can be recorded for viewing later.
- **Asynchronous Training** – Britannica provides asynchronous training modules to support the knowledge building for resources. The training modules are self-paced, and educators can complete them in a sequential path or use them to better understand specific features of resources by interacting with specific modules.

Tab 9 – Pricing

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP.

a. List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, hourly rates, and reimbursable expenses

b. Provide all costs as it relates to the proposed solution for the Scenario on Attachment H and the breakdown of pricing on Attachment I.

Britannica is pleased to provide HCPS with a comprehensive database solution including the district's currently subscribed resources, Britannica School and ImageQuest as well as two Spanish resources that would be new to the district, Britannica Escolar and Britannica Moderna. We believe HCPS will find value in adding these resources which can be leveraged by native Spanish speakers, bilingual students, and students learning Spanish. There are two separate pricing options and scenario forms attached, one to account for our complete proposed solution inclusive of Spanish, and a second reflecting the district's current Britannica resources.

ATTACHMENT H
Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for:** K-12	**Name of Program:** Britannica School / ImageQuest / Escolar / Moderna	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	$44,290	Britannica used the estimated students per grade for grades K-12 multiplied by a per user price of $.91 per student
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	$	
Grand Total	$44,290	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$ 44,290	

ATTACHMENT I
PRICING OPTIONS

Provide pricing as it relates to the proposed solution	**Price**
Price per Student	Britannica School/ ImageQuest/Escolar/Moderna: ~~$.91 per student~~
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$3,500
1 day of Professional Development - price per teacher/librarian	$175 per teacher/librarian
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$3500/day maximum of 20 participants 10% discount for consecutive days 2 days: 35-40 teachers trained 3 days: 60 teachers trained 4 days: 80 teachers trained 5 days: 100 teachers trained

ATTACHMENT H
Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for:** K-12	**Name of Program:** Britannica School / ImageQuest	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	$29,870	Britannica used the estimated students per grade for grades K-12 multiplied by a per user price of $.61 per student
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	$	
Grand Total	$ 29,870	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$ 29,870	

ATTACHMENT I
PRICING OPTIONS

Provide pricing as it relates to the proposed solution	**Price**
Price per Student	Britannica School/ImageQuest: $.61 per student
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$3,500
1 day of Professional Development - price per teacher/librarian	$175 per teacher/librarian
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$3500/day maximum of 20 participants 10% discount for consecutive days 2 days: 35-40 teachers trained 3 days: 60 teachers trained 4 days: 80 teachers trained 5 days: 100 teachers trained

Tab 10 – References

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address.

Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

The following Britannica customers may be contacted to attest to the quality of our proposed solutions and services. We have included a statement from one of these references at the end of this tab.

Reference 1	Frederick County Public Schools
Contact name and position	Mary Jo Richmond, Supervisor of Media Services
Address	191 South East Street, 3rd Floor Frederick, Maryland 21701
Email address	maryjo.richmond@fcps.org
Phone Number	(301) 644-513
Fax/Other Number	Fax: (301) 644-5241
Description of services provided	Frederick County Public Schools has been using Britannica Schools and Britannica Image Quest since the 2013 school year. https://edu.fcps.org/essentialcurriculum/library-media

Reference 2	**Loudoun County Public Schools**
Contact name	Sapna Venkatachalam, Acquisition & Digital Resource Specialist, Library Media Services
Address	21000 Education Court Broadlands, VA 20148
Email address	Sapna.Venkatachalam@lcps.org>
Phone Number	Phone: 571-252-1618
Fax/Other Number	Fax: 571-252-1635
Description of services provided	Loudoun County Public Schools uses the Britannica School and Image Quest databases as well as Universalis Junior (French database) and Britannica Escolar (Spanish database). https://www.lcps.org/Page/212767

Reference 3	Anne Arundel County Public Schools
Contact name	Meg Bryant, Senior Administrative Secretary
Address	2644 Riva Road Annapolis, MD 21401
Email address	MBRYANT@aacps.org
Phone Number	443-770-5142
Fax/Other Number	443-770-5181*
Description of services provided	AACPS uses multiple Britannica databases including Britannica Academic, Britannica Escolar, Britannica Moderna, Image Quest, Britannica Academic Edition, Universalis Junior (French database), and Britannica Escola (Japanese database). https://www.aacps.org/Page/1816

Mary Jo Richmond
Supervisor of Media Services
Frederick County Public Schools
191 South East Street, 3rd Floor
Frederick, Maryland 21701
www.fcps.org

(301) 644-5134
Fax: (301) 644-5241
E-Mail: maryjo.richmond@fcps.org
https://edu.fcps.org/essentialcurriculum/library-media

To: Pat Salazar
From: Mary Jo Richmond
Date: June 9, 2022
Subject: Reference for Britannica

Frederick County Public Schools has been using Britannica Schools and Britannica Image Quest since the 2013 school year. We made the switch when we realized that Britannica offered our high school students' content at a higher reading level compared to what we were currently subscribing too. That, combined with their Image Library provided our district with a nice solution that has proven over time to be a valuable digital solution for us. There are also other products included with our subscription that just make it an incredible value.

We have had very consistent performance from Britannica with this digital product. It has rarely, if ever, given us trouble. I remember one time finding an image in the product that didn't seem school appropriate and after questioning the image it was removed from the platform. I also inquired if Britannica would consider adding Clip Art to their image library and within a year they did so. This was a very valuable asset to be added for our front office staff's convenience when building school newsletters.

Staff at Britannica has been very easy to work with for almost a decade. Please reach out to me at the contact information in the header of this memo if you have any questions.

Tab 11 – Exceptions

Britannica respectfully submits the following exceptions for review by HCPS.

Clause Location	Concern	Proposed Verbiage
RFP, Section V(R) General Terms and Conditions, Ownership of Deliverable and Related Products	Ownership of Deliverable and Related Products 1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County. 2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract. 3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County. however, Contractor licenses its Contractor Intellectual Property for use for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act.	The services covered by the RFP are not work-made-for-hire services. Rather, If Britannica is chosen as a Successful Offeror, the County will purchase a license to access and use (on a subscription basis) the subscribed-to, proprietary and Britannica-owned applications, including the content contained therein, for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act. In other words, Britannica's applications, including the content contained therein, are proprietary to Britannica and if selected as a Successful Offeror, ownership by Britannica (or its licensors) of the same will not and cannot be implied to transfer to the County. Vendor requests that this provision be revised to make clear that Contractor Intellectual Property means "work, ideas, …. that have been or will be in the future created by Contractor prior to, during, and after entering into this Contract ("Contractor Intellectual Property")." Please note that the Contractor Intellectual Property is licensed for educational purposes/fair use only - no commercial use. If awarded the contract it will not entitle the County to own pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed (a) outside of this Contract with no assistance from County or (b) by Contractor in its normal course of business operations.
RFP, Attachment D, Section 7.2(i)	In general.	Please note, Vendor's e-resource solutions are provided as is.
RFP, Attachment D, Section 7.2(ii)	Access and use is confirmed provided the services are paid for and used by the State in accordance with the contract.	Provided the State has paid for access to the services, Contractor will use best efforts to not interfere with the State's access to and use thereof

Clause Location	Concern	Proposed Verbiage
RFP Section V(Y) – County License Requirements	County License Requirement If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.	Britannica's business is not located in the County.
BB. Authorization to Transact Business in the Commonwealth	Authorization to Transact Business in the Commonwealth 1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. 2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized. 3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager. 4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County. 5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.	Britannica does not require an SCC Identification Number. Also please note: *Britannica is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 because (1) Britannica is not "transacting business in Virginia" per VA Code Section 13.1-757(B)(6), which states as follows: "The following activities, among others, do not constitute transacting business within the meaning of subsection A: ... (6) Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts...;" and (2) Title 50 does not apply to EB, Inc. because EB, Inc. is a corporation and not a partnership*

Tab 12 – Assumptions

Britannica did not make any specific assumptions when developing this proposal that we believe need documenting at this time.

Tab 13 - Appendices

The following pages provide Guided Tour documents to support reviewers using the demonstration site during the evaluation period.

Britannica School

Guided Tour

Your guide to getting started with Britannica School

Britannica Digital Learning

PG 3 The Britannica Vision
History and mission of Britannica

PG 4 Britannica School Home Page
Features of the Britannica School home page

PG 5 Elementary Level
Resources for Elementary Level learners

PG 6 Middle Level
Resources for Middle Level learners

PG 7 High Level
Resources for High Level learners

PG 8 Search Results
Access millions of articles and multimedia content

PG 9 Content Page Tools
Features and tools within Britannica content

PG 10 My Britannica
Organize your favorite Britannica content

PG 11 Curriculum Support
Align your resources to curriculum standards and Lexile measures

PG 12 Britannica School Insights
Add the Chrome Extension to your Google Chrome search engine

PG 13 Contact Us
Login and contact information

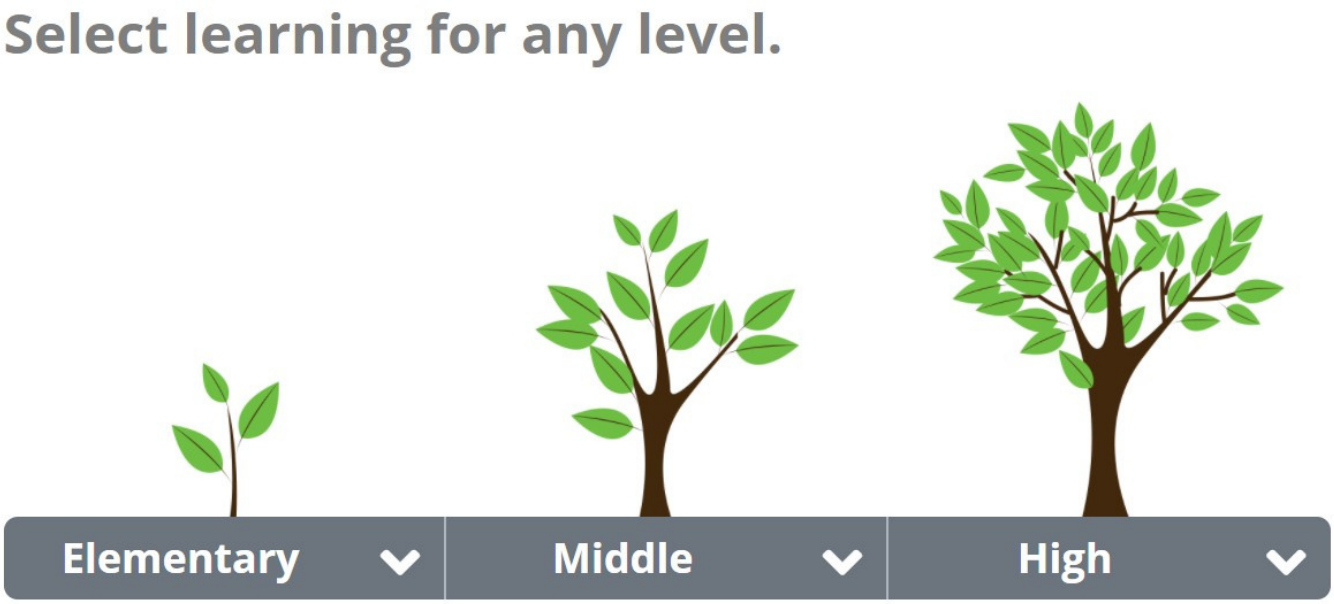
The Britannica Vision

For 250 years Britannica has collaborated with experts, scholars, educators, designers and specialists as well as with our global team of editors to provide safe, reliable, and relevant information. We work diligently to review all content and to produce digital learning products that are critical to providing a useful and enjoyable learning experience.

Britannica Digital Learning resources are designed in collaboration with parents, educators, and content experts for the modern-day classroom and home learning environments.

We are passionate about igniting curiosity and spreading the joy of discovery to learners by bringing high-quality, reliable, and accessible learning resources to people all over the world.

Britannica School Home Page



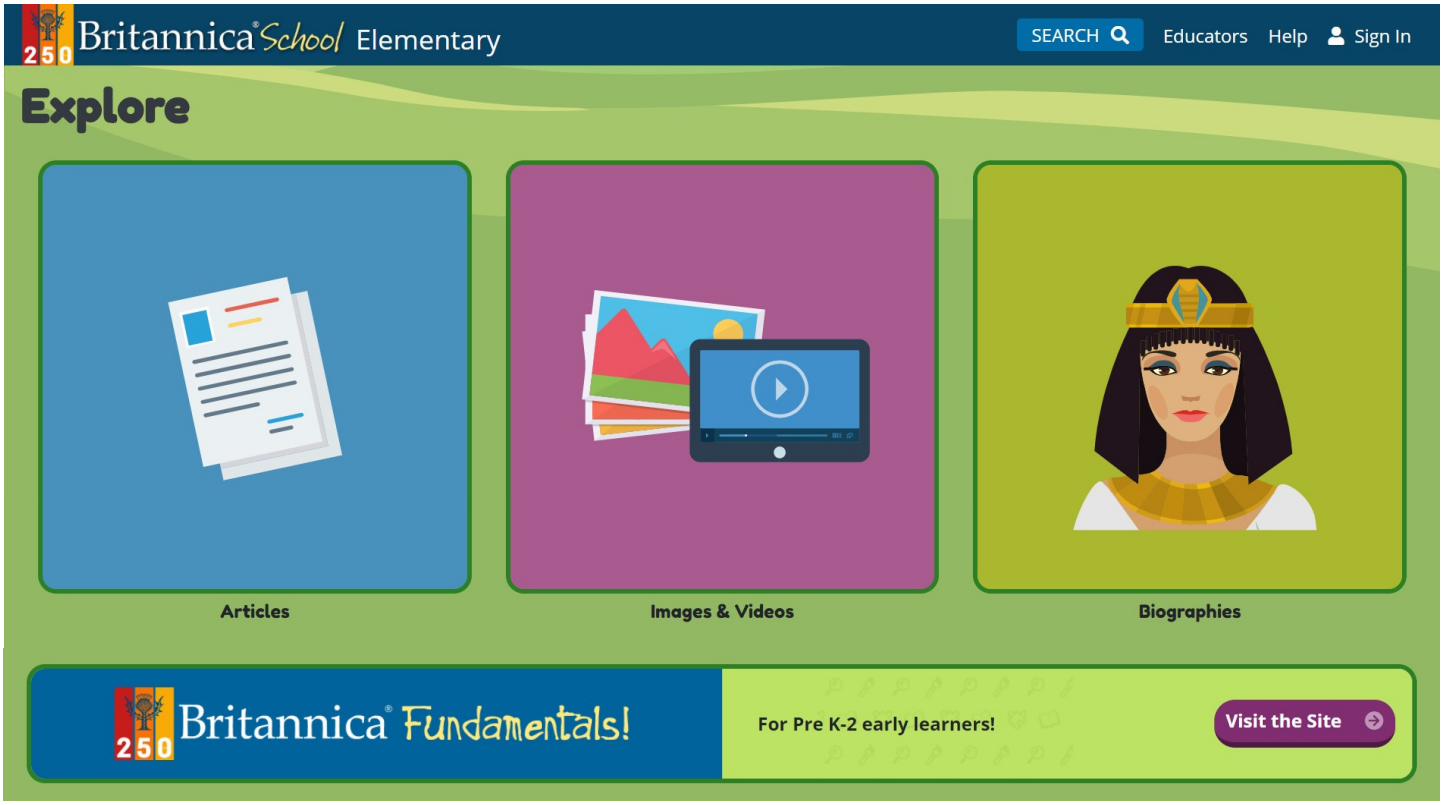
Britannica School is the go-to site for learning about any subject, for all ages and learning abilities!

Our highly reputable editorial team expertly creates content at three levels to support students at every stage of their education.

Choose a level to begin exploring the wide array of Britannica content.

Elementary Level

Built and designed with younger learners in mind, the Elementary Level uses pleasing and eye-catching colors and images to keep students engaged. Regularly updated content makes the home page the perfect place to find unique lesson hooks and discussion points!



Explore Tools

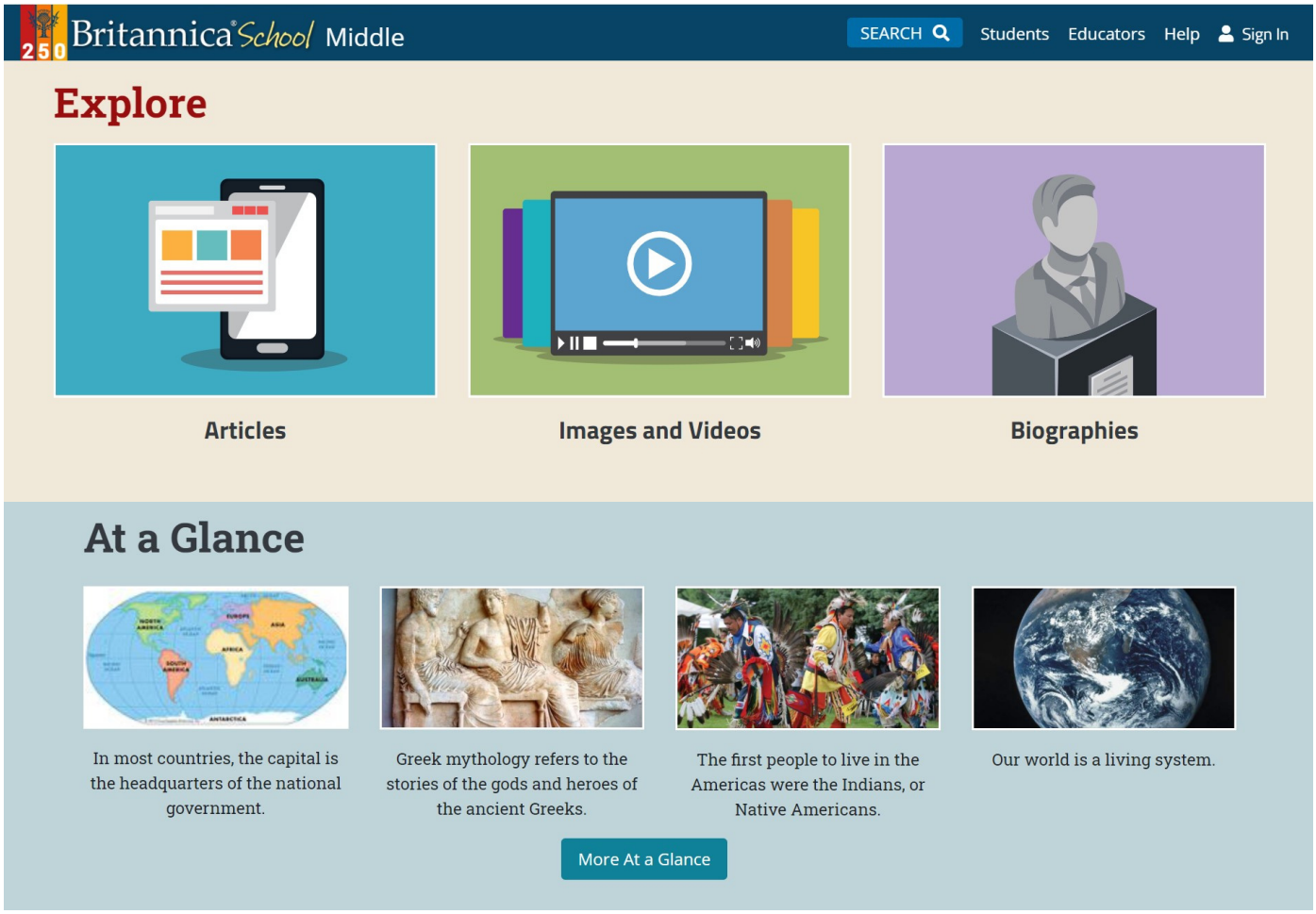
Empower students to explore independently the many resources within Britannica! Use the World Atlas to go on a virtual tour around the world, explore the animal kingdom, or engage your pre-K through 2nd grade learners with Britannica Fundamentals.

Global Awareness

We believe it is crucial for students to gain an understanding of the world in which they live. From the home page, students have access to the Compare Countries tool. Dive deep into facts, statistics, and news of countries around the world to increase global awareness.

Middle Level

The Middle Level home page is adapted to cater to middle level learners. Resources can be used to inspire curiosity, engage in discussion, or encourage independent learning. Additional features on the Middle Level home page include the Daily Buzzword, At a Glance articles, and much more!



Compare Countries

The Compare Countries feature is a great tool to develop global awareness by supporting students' understanding of other countries around the world using unbiased, factual information.

Primary Sources

Crucial to any successful research project is evidence of the use of both primary and secondary sources. Here, students have direct access to letters, speeches, and other primary source documents, giving them first hand accounts of historical events.

High Level

Content at the High Level is designed to be of relevance to students in high school. The home page allows students to engage with features such as Flash Facts and In Their Words. Students can conduct research and develop critical-thinking skills that will prepare them for college and career.

Biographies

The perfect starting point for students to begin inquiring into people from a specific era or occupation is the Biographies feature. From the influential to the infamous, this feature allows students to dive deep into the lives of some of the world's most interesting people.

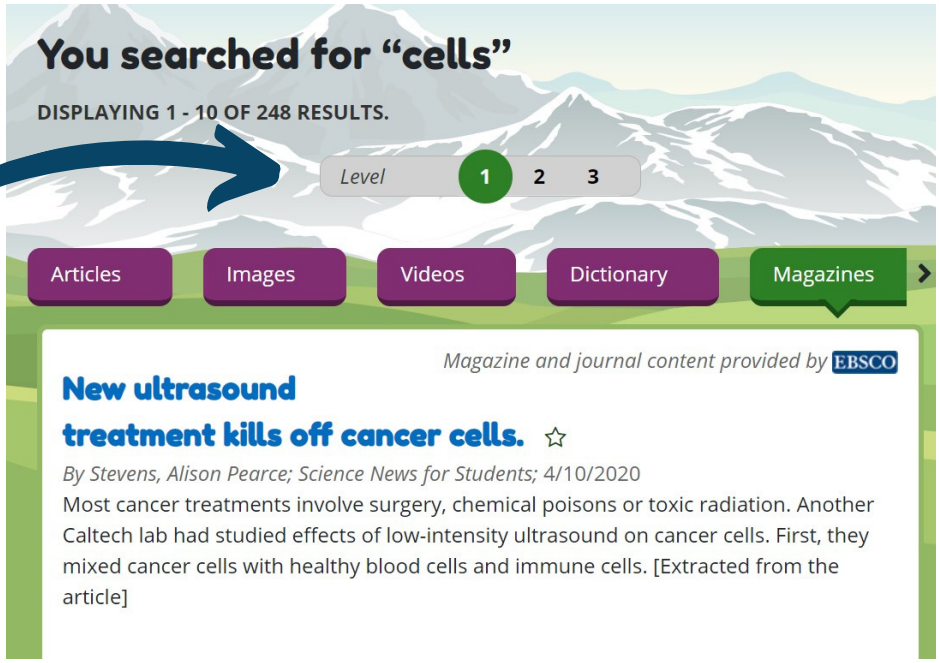
Media Browse

Explore a wide range of high-quality multimedia resources to support research and to develop understanding of a topic. This content covers every corner of the curriculum, including architecture, life processes, and technology.

Search Results

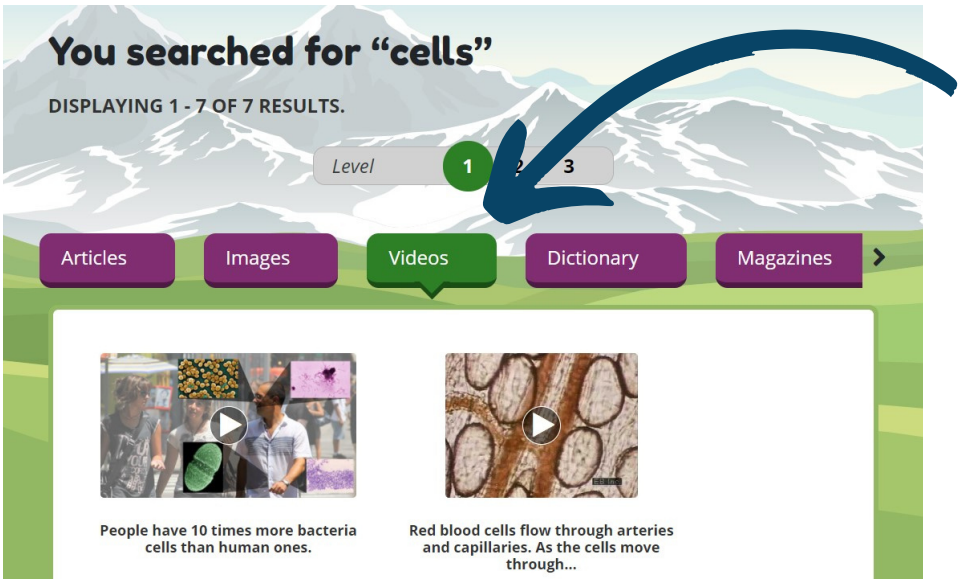
Differentiation

Support or challenge students by selecting the appropriate academic level. This is a simple way to include differentiation in the classroom.



Magazines

Across all three of the reading levels, students have access to a wide range of educational journals, provided by EBSCO. This advanced form of researching allows students to prepare for college and career.



Multimedia

Students have access to a large number of high-quality videos and images to enhance their media literacy skills. These can be used as lesson hooks or discussion points to engage learners.

Web's Best Sites

Web's Best Sites allows students to broaden their research to resources outside of Britannica School. Each site is reviewed by the Britannica Editorial Team to ensure that the sites are relevant and appropriate for students at each level.

Content Page Tools

Favorite

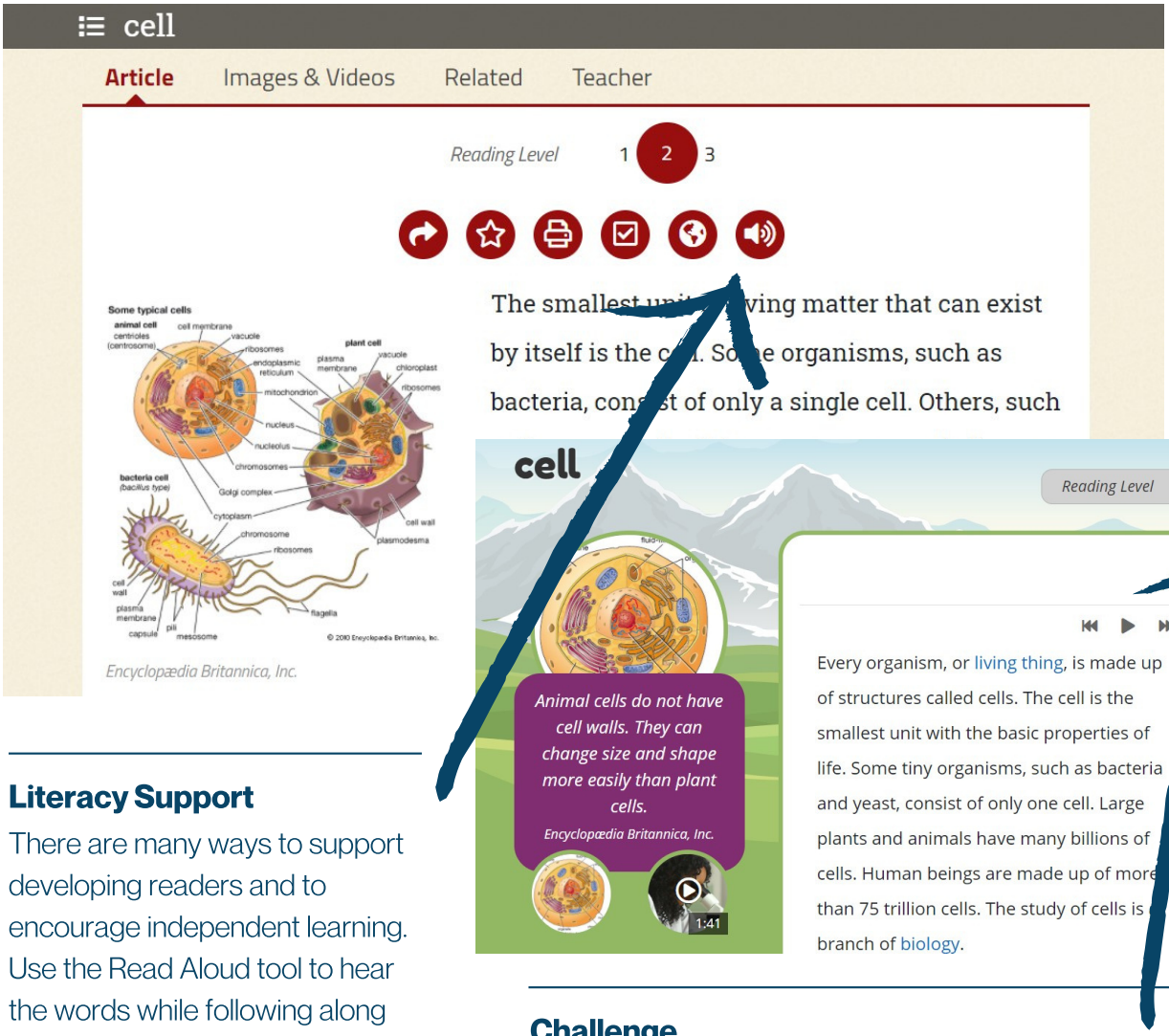
Click on the star icon to add an article to your Favorites or to add to a specific Resource Pack that you've created. This is a great way of planning for a unit of work and gathering content together in advance.

Cite

Teach students from a young age about the importance of citations. Britannica keeps this sometimes difficult process as simple as possible for all levels and abilities.

Translate

Support your English Language Learners by translating content into over 80 languages. Develop English-language skills by hovering over the translation to view the original text.



Literacy Support

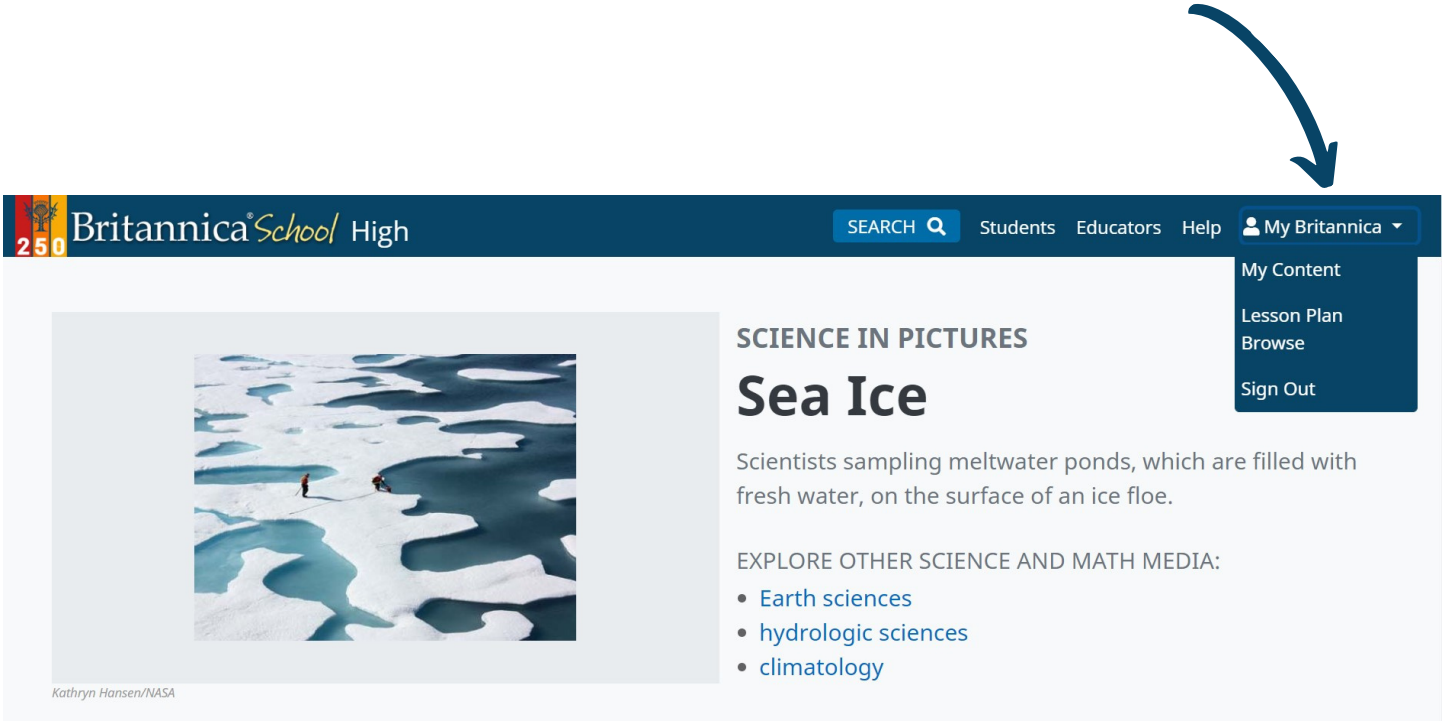
There are many ways to support developing readers and to encourage independent learning. Use the Read Aloud tool to hear the words while following along with the highlighted text. Support vocabulary acquisition by using the quick-click dictionary! Double-click on a word for the Merriam-Webster definition and pronunciation.

Challenge

Challenge your advanced learners by suggesting that they read the more challenging content. Additionally, encourage them to click the Related tab when viewing content in order to expand their research and make meaningful connections between content.

My Britannica

Set yourself up with a personal My Britannica account. Here, both educators and students are able to view their favorite content and organize it into Resource Packs. The notes section allows for simple communication between educators and students, making Resource Packs a great tool for digital homework!



How should teachers use Resource Packs?

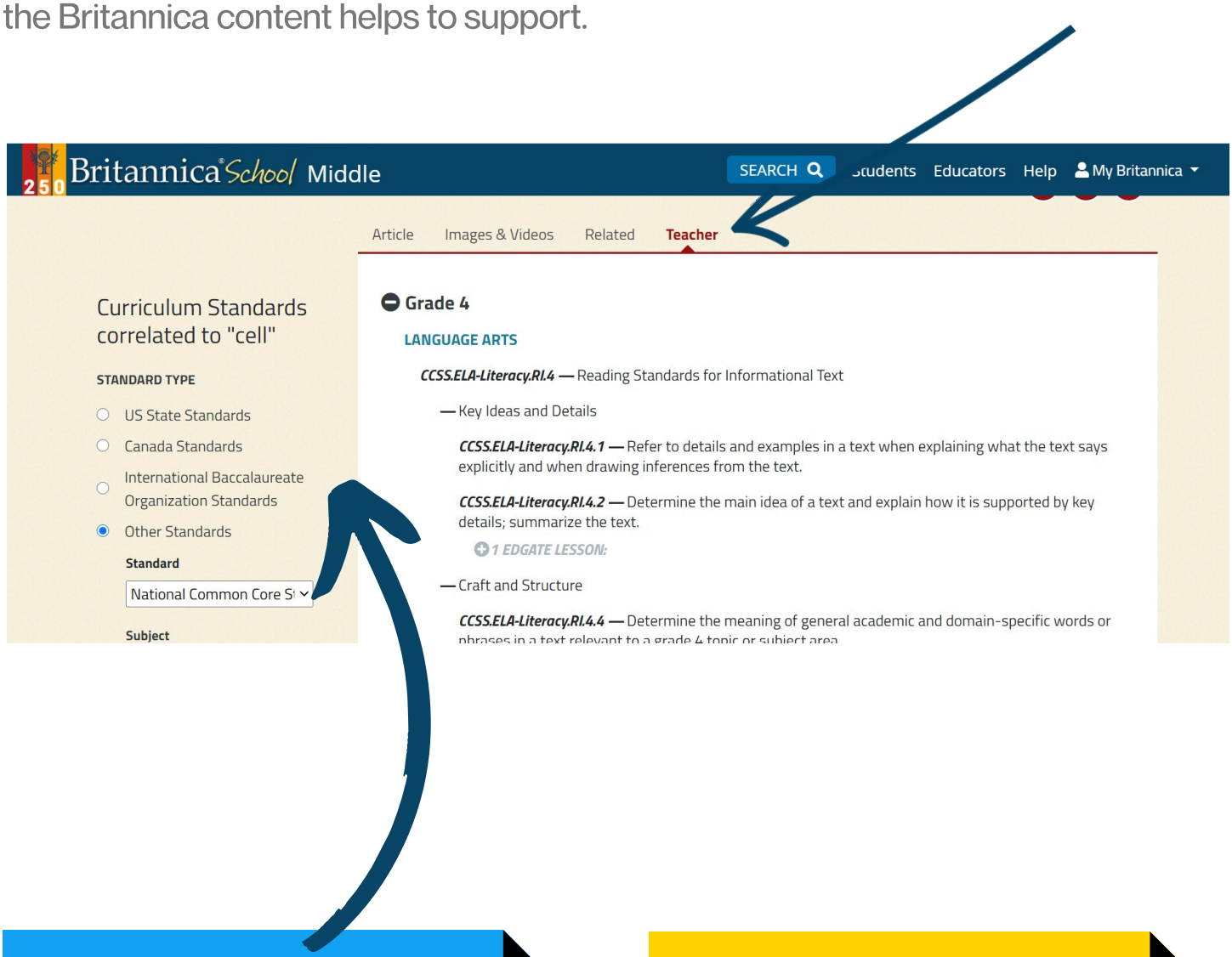
Resource Packs provide the perfect area for teachers to collect and organize all relevant resources for a specific unit of work. Use the notes section for planning. Don't forget that you can upload your own documents into a Resource Pack!

How should students use Resource Packs?

Students can keep track of the content they have found as they research by organizing it into a Resource Pack. They can use the notes section to write summaries of key points and other information they collect as they research. Students can e-mail and share the pack with teachers and peers to show their progress.

Curriculum Support

Save yourself time scrolling through endless curriculum documents. Gain further support with lesson planning by accessing our curriculum mapping tool. The curriculum mapping tool clearly highlights each strand within the curriculum that the Britannica content helps to support.



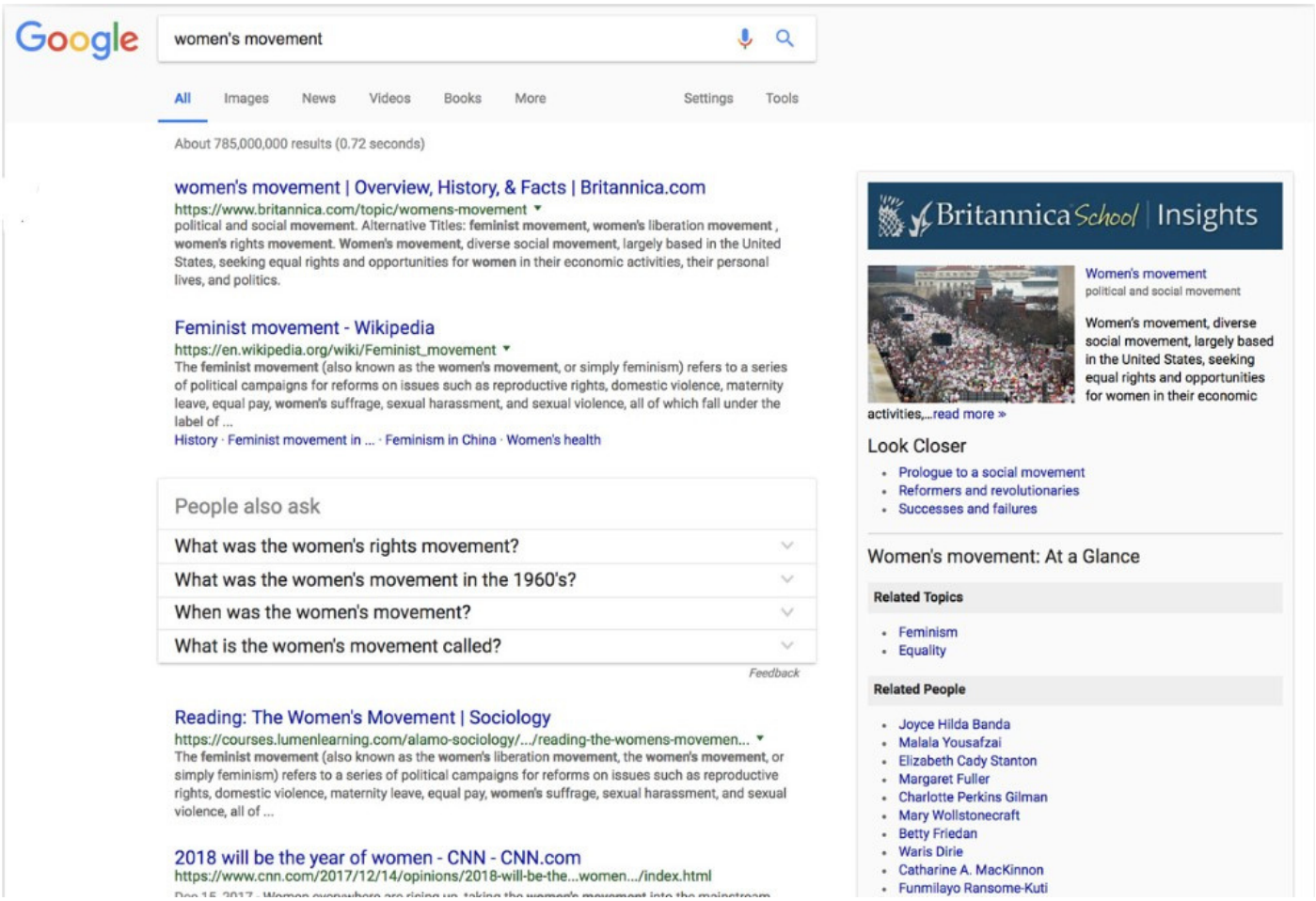
Searching for your curriculum content

Select your standard, subject, and grade level to view all the relevant Britannica content that maps directly those strands. This will ensure that your resources align with all necessary curriculum targets.

Cross-curriculum Planning

Easily identify opportunities for cross-curriculum learning and collaboration!

Britannica School Insights



Support literacy skill development and ensure your students can bring a trusted research companion along with them on their Web searches with the new, FREE Chrome extension for Britannica School users.

Add Britannica School Insights as a Google Chrome Extension by navigating to britannicalearn.com/product/britannica-school-insights/

To learn more about scheduling, contact us:
training@eb.com | 800-621-3900 | britannicalearn.com

Britannica® IMAGEQUEST™

Guided Tour

Your guide to getting started with Britannica ImageQuest

Britannica Digital Learning

Table of Contents

PG 3 The Britannica Vision
History and mission of Britannica

PG 4 ImageQuest Home Page
Features of the Britannica ImageQuest Home Page

PG 5 Search Results
Access to millions of rights-cleared images

PG 6 Image Details
Features and tools within an image

PG 7 Sign in to My Images
Sign In and create a personal Images Account

PG 8 My Images
Organize and favorite your image content

PG 9 Project Ideas
Learn how to implement media literacy in the classroom

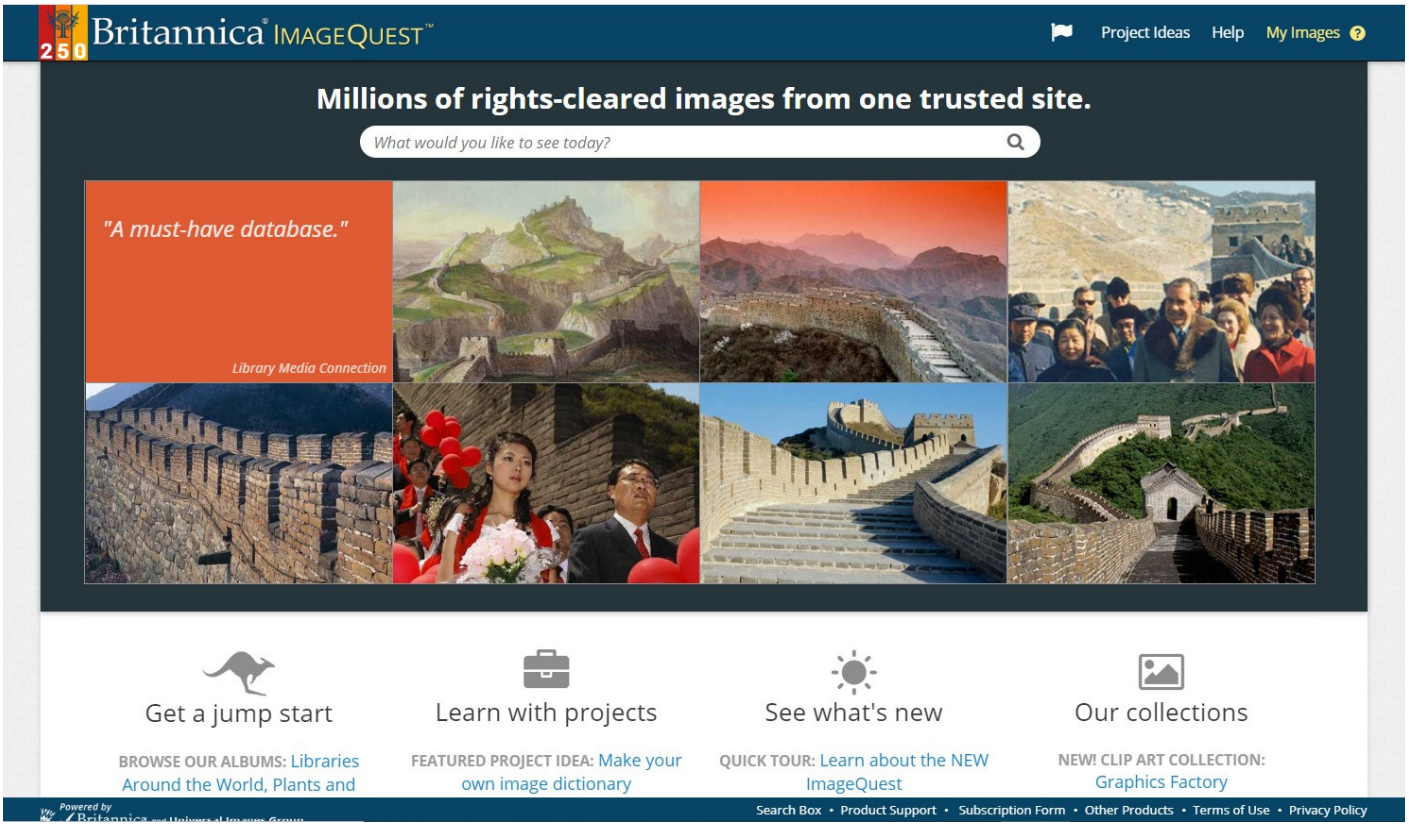
The Britannica Vision

For more than 250 years, Britannica has collaborated with experts, scholars, educators, designers, and specialists as well as our global team of editors to provide safe, reliable, and relevant information. We work diligently to review all content and produce digital learning products that are critical to providing a useful and enjoyable learning experience.

Britannica Digital Learning resources are designed in collaboration with parents, educators, and content experts for the modern-day classroom and home learning environments.

We are passionate about igniting curiosity and spreading the joy of discovery to learners by bringing high-quality, reliable, and accessible learning resources to people all over the world.

Britannica ImageQuest



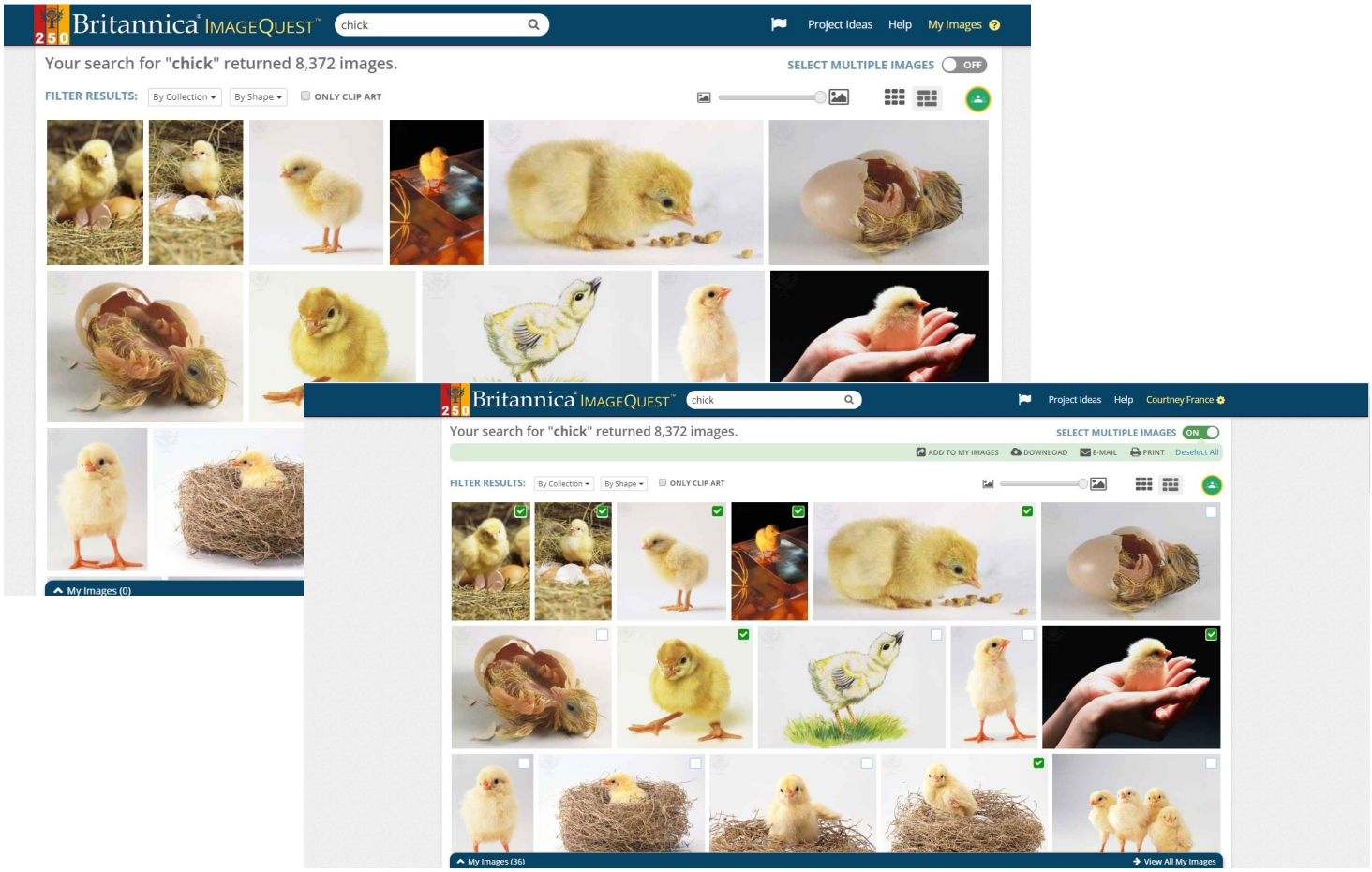
One resource, over 3 million images, many uses!

Britannica ImageQuest brings lesson plans, assignments, and projects to life with more than 3 million images from over 60 leading collections!

The Bridgeman Art Gallery, Getty Images, the Science Photo Library, Ingram Publishing, the National Geographic Society, and other trusted image sources have joined with Britannica to provide the best and broadest offering of curriculum-relevant imagery and clip art materials (infographics, signs and symbols, graphic concepts, and cool vector illustrations), all rights-cleared for educational, non-commercial use.

Search Results

Built and designed with younger learners in mind, the site offers engaging and eye-catching colors and images. Regularly updated content makes the homepage the perfect place to find unique lesson hooks and discussion points.



Filter Results

Refine your search by using the search filter tools. Filter images by your favorite photo collections, search images by orientation, or access millions of clip art images!

Multiple Images

Engage with multiple images at one time by turning on the "Multiple Images" feature. Select multiple images at once to share, print, and save to your personal My Images account!

Image Details

Students and educators can use images in many ways to support classroom instruction! Include images in lessons and activities to increase media literacy and support visual learning.

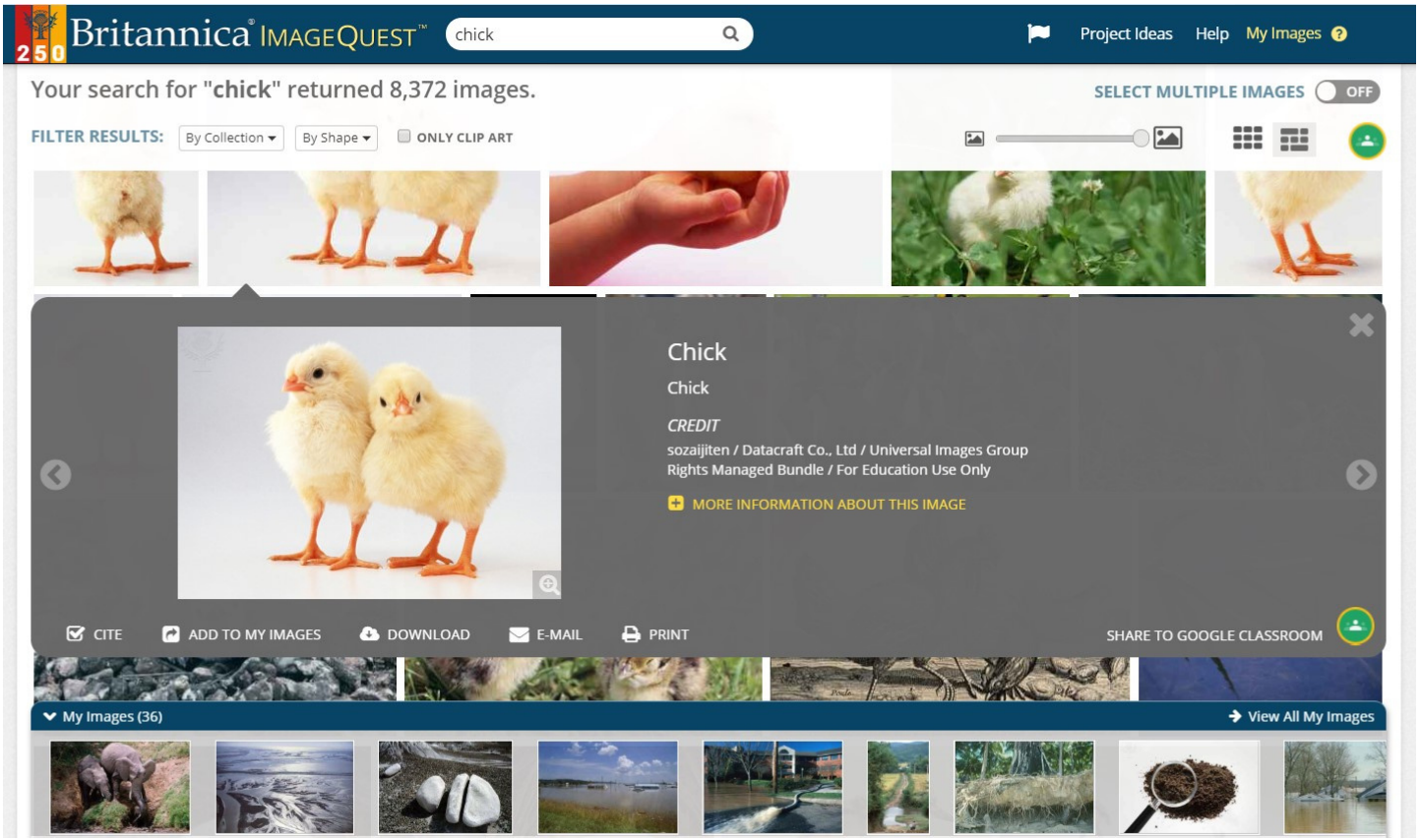


Image Tools

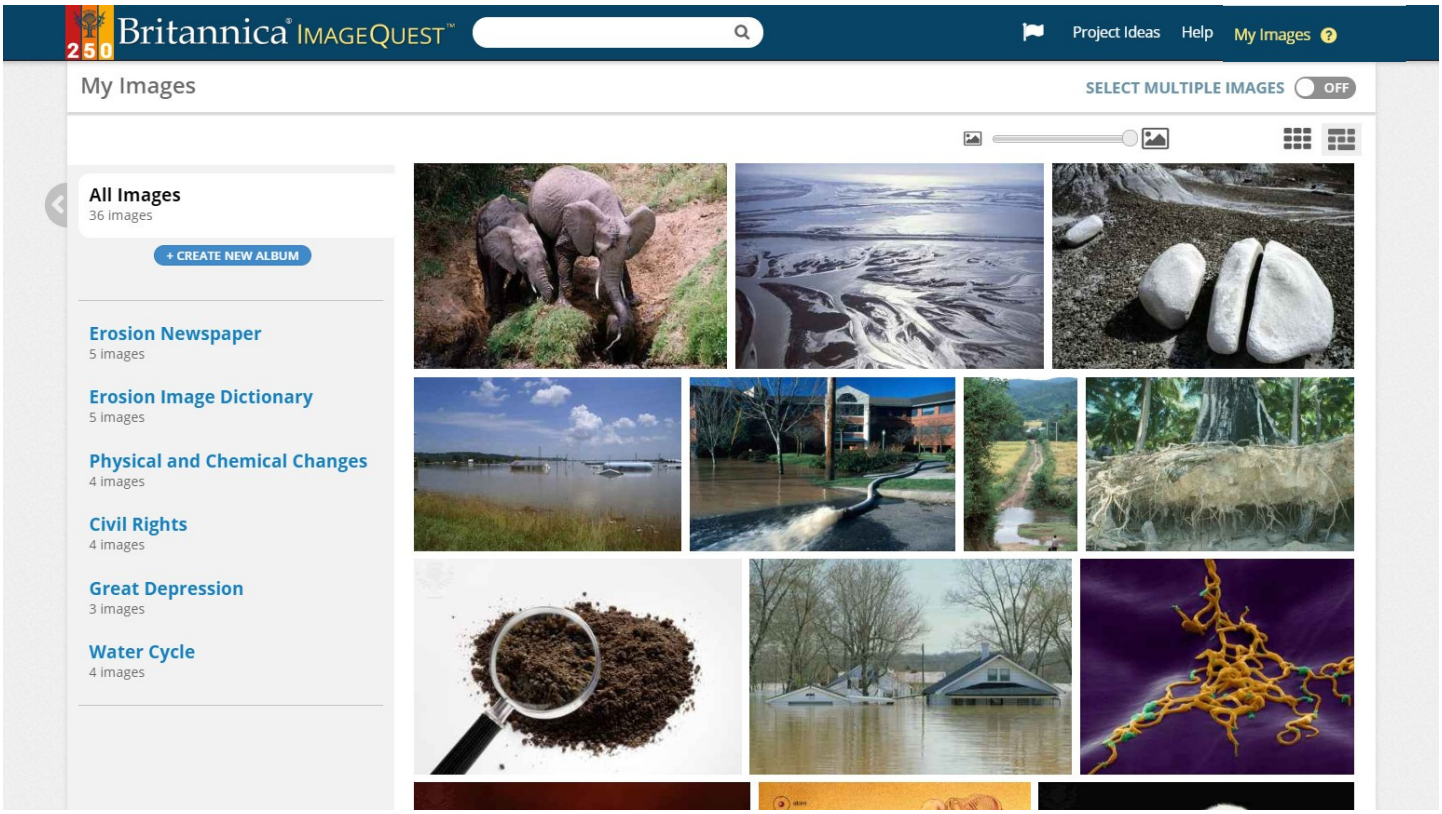
Once you have selected an image you can save, share, and cite that image. All images come with citations in the four major formatting styles. Save images to your personal My Images account, download directly to your computer, or print images instantly!

Sharing

Share your search results by downloading image files directly to your computer. Email images to other Britannica users. Print images or share to Google Drive or Google Classroom.

My Images

Set yourself up with a personal My Images account. Here, both educators and students are able to view their favorited images and organize them into albums. The notes section allows for simple communication between educators and students making My Images and Albums a great tool for digital learning!



How should teachers use My Images?

My Images provides the perfect area for teachers to collect and organize all relevant images for a specific unit of work. Use the notes section for forward planning. Don't forget that you can upload your own images into a My Images album!

How should students use My Images?

Students can keep track of the content they have found as they research by organizing it into an album. They can use the notes section to write summaries of key points and other notes they collect as they research. Students can email and share the pack with teachers and peers to share their progress.

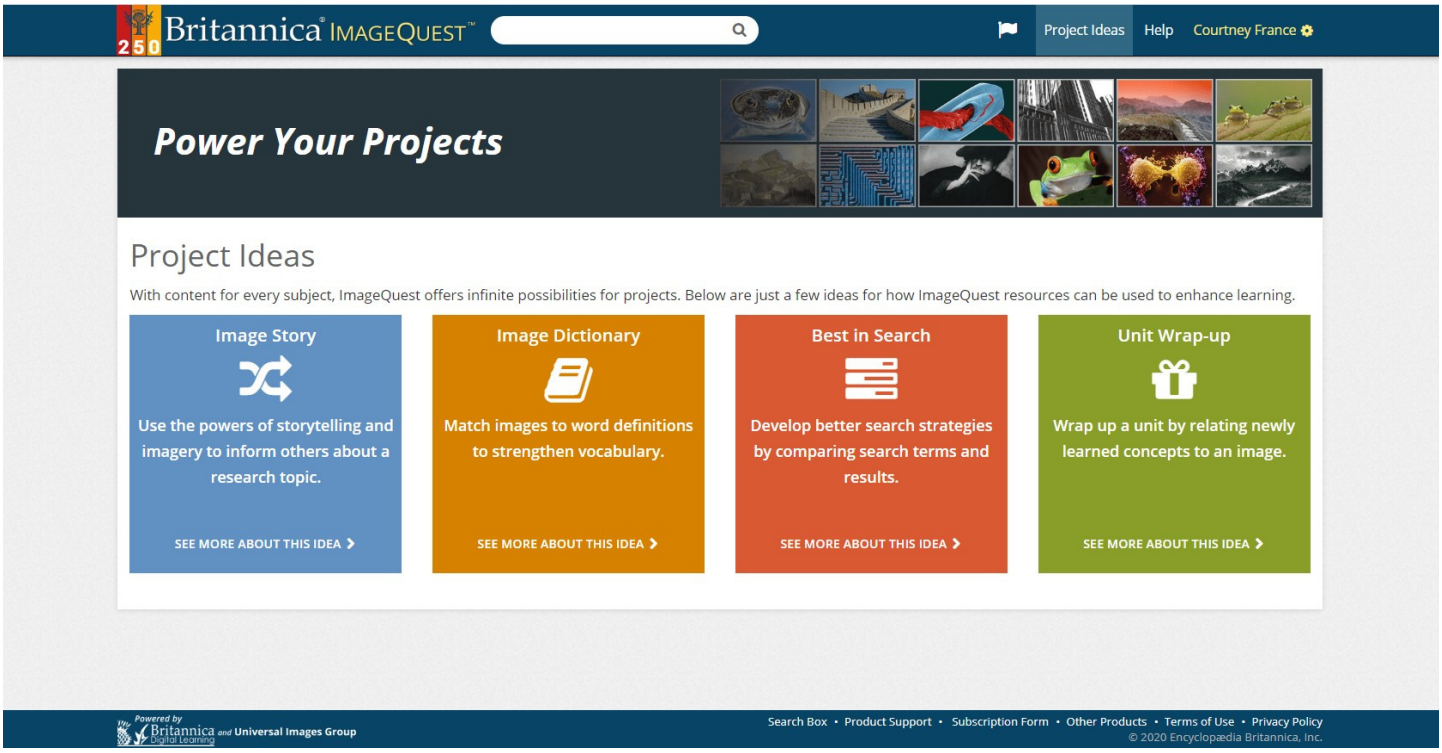
Project Ideas

Image Story

Combine the power of image and storytelling to enhance media literacy! Use Image Story to inform others about a research topic using the sequencing of images and text.

Image Dictionary

Enhance vocabulary acquisition of domain- and content-specific words. Relate visual images to specific definitions.



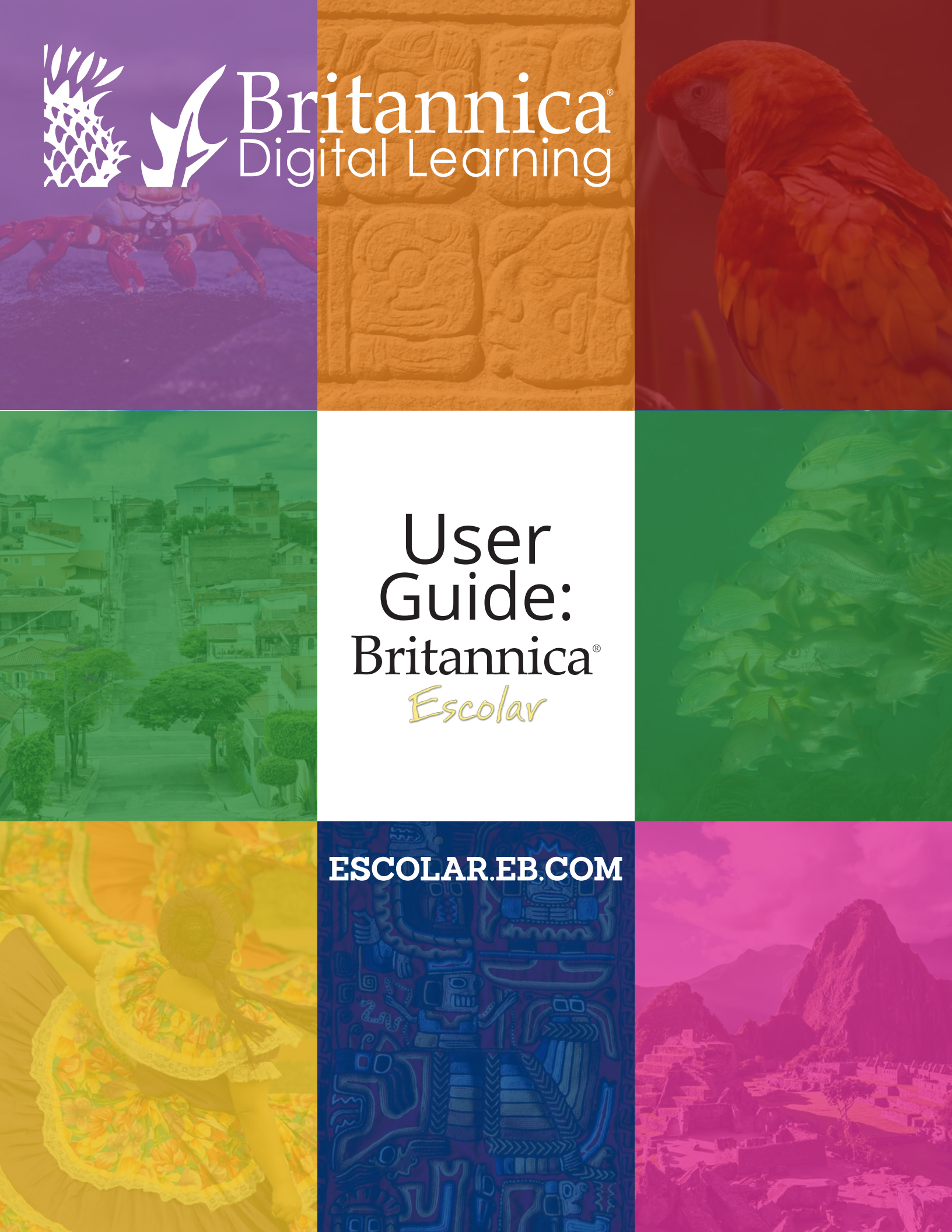
Best in Search

Teach learners to refine their search results using Best in Search. Enhance students' searching strategies by comparing search terms, keywords, and results.

Unit Wrap-Up

Synthesize learning with Unit Wrap-Up. Encourage students to relate concepts learned throughout to relevant images.

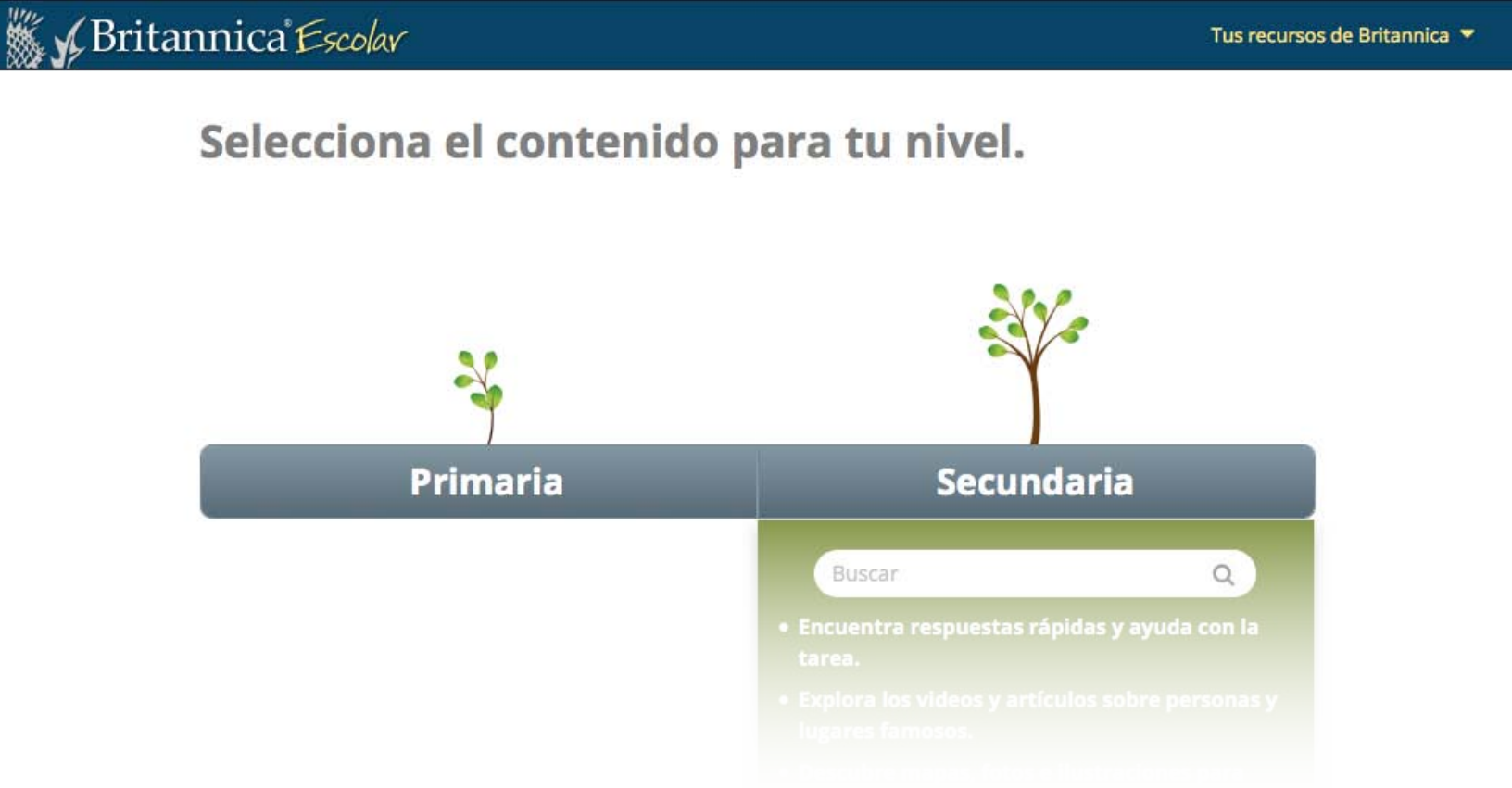
contact@eb.com | 800-621-3900 | britannicalearn.com



User Guide:

Britannica® Escolar

ESCOLAR.EB.COM



BRITANNICA® DIGITAL LEARNING

The best digital resources for your school

Welcome to *Britannica® Escolar*, the Spanish digital learning portal for Elementary and Middle school students. The updated content of *Britannica Escolar* is organized by grade levels to help improve student achievement, provide differentiated instruction, and maximize the use of technology in the classroom.

We have created this user guide to show you how the portal works and to help you introduce *Britannica Escolar* into your daily school activities.

We also offer free online training sessions for students, teachers, and librarians. One of our experts will guide you through the product and explain how to use the resources. Visit our website to see available sessions and register: http://britannica.es/Resources.html

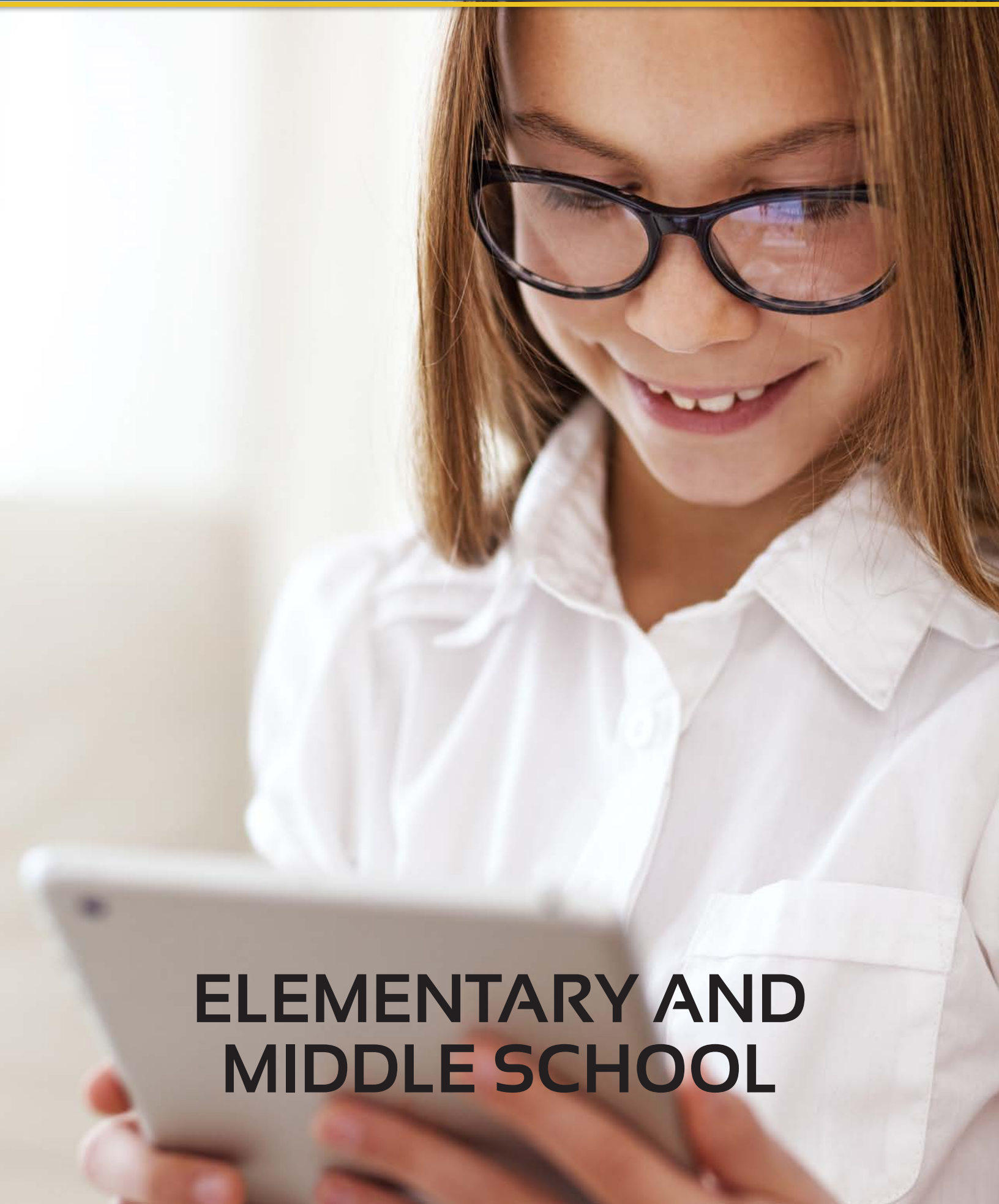
Please feel free to contact us if you need help or have any questions.

Sincerely,

The Britannica Team
Encyclopædia Britannica, Inc.
331 N. LaSalle St.
Chicago, IL 60654

(+1) 800 621 3900
contact@eb.com | info.eb.com

Britannica® Escolar



ELEMENTARY AND MIDDLE SCHOOL

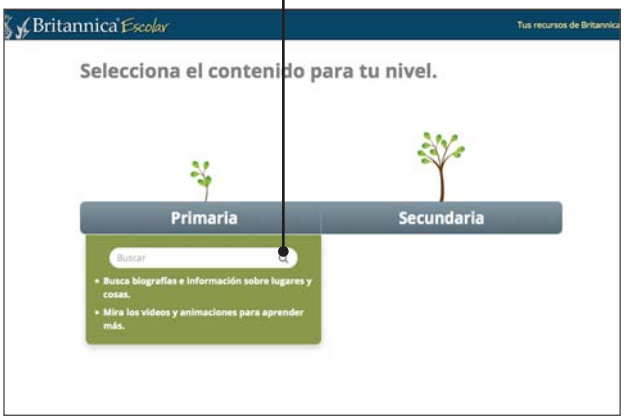
INTRODUCTION

The new *Britannica® Escolar* allows students to complete their homework using thousands of articles, images, multimedia assets, and detailed maps. Students can also enjoy a variety of useful learning tools developed by education experts. You can trust *Britannica Escolar* to inspire, inform, and support student learning and discovery from any device connected to the Internet.

Welcome to *Britannica® Escolar*

You can choose between two levels: *Primaria* (Elementary) or *Secundaria* (Middle)

Content search for two academic levels

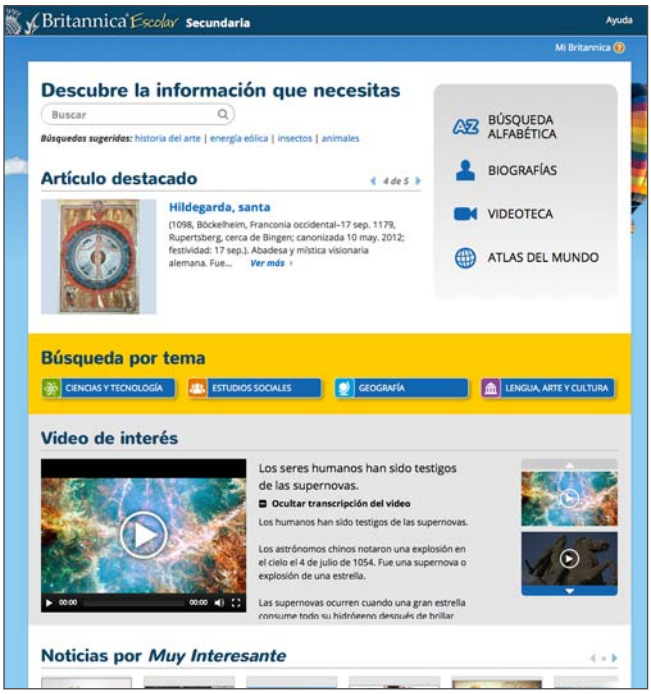


Primaria (Elementary)

Start your search by using keywords, subject browse or featured categories.

The content of ***Animal del día*** **(Animal of the Day)** and ***¿Sabías que...?*** **(Did You Know?)** sections change every time the student enters the homepage to help stimulate the student's curiosity.

Secundaria (Middle)



This level offers content on more advanced topics, as well as images, maps, audio, and videos to help students analyze and evaluate different sources of learning.

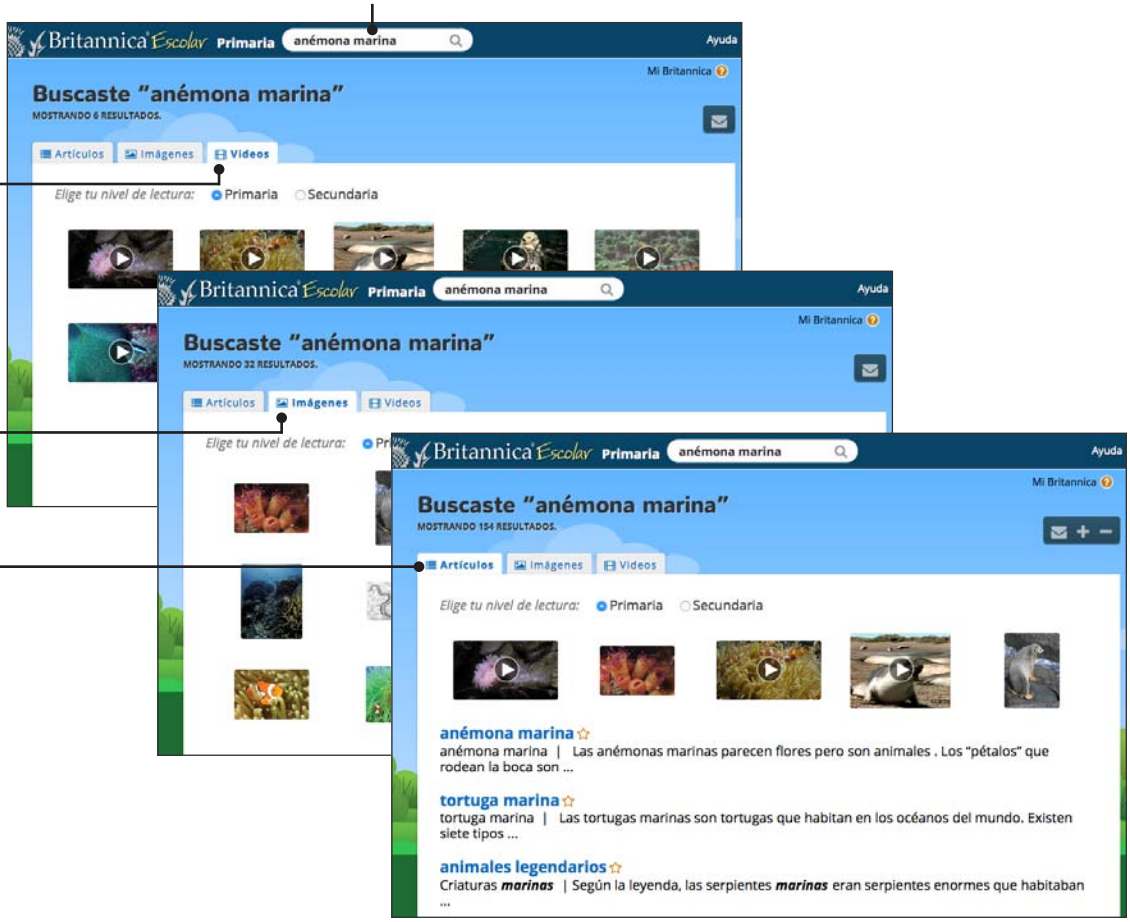
Search Results

To start using the portal, use the search box at the top of each page or search topics by alphabetical order, subject category, biography, animal group or its habitat, or explore the video library.

Start a new search here.

You can view images and videos related to the topic of your search.

On the search results page, students can choose the reading level that is right for them.



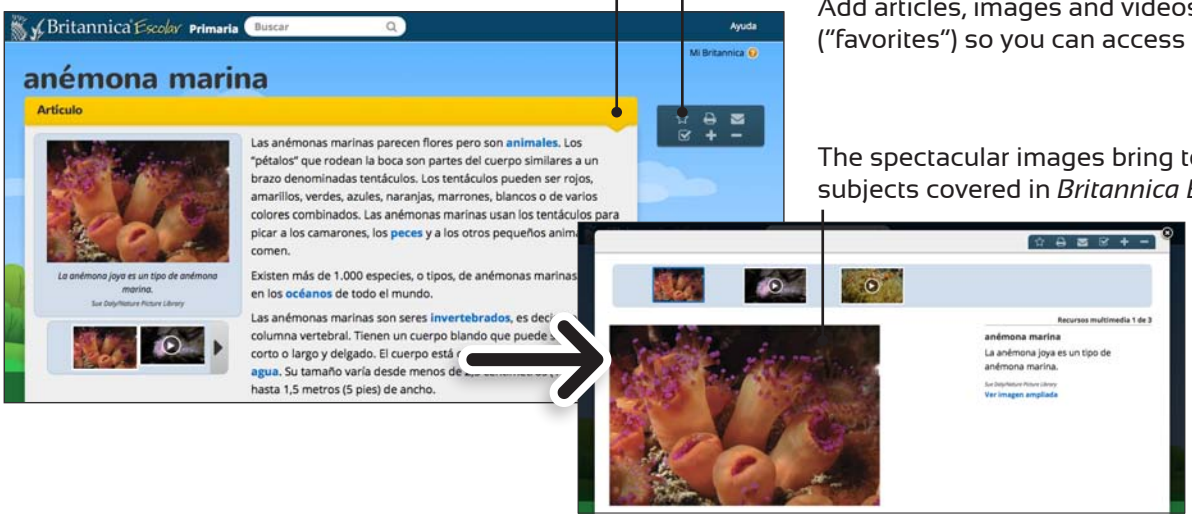
Articles

The articles in *Britannica Escolar* are unique because of their informative content and relevant multimedia.

The text in each article is segmented so younger students can easily focus on the content.

Print, save or email articles, images and search results.
Add articles, images and videos to your "*favoritos*" ("favorites") so you can access them later.

The spectacular images bring to life the different subjects covered in *Britannica Escolar*.

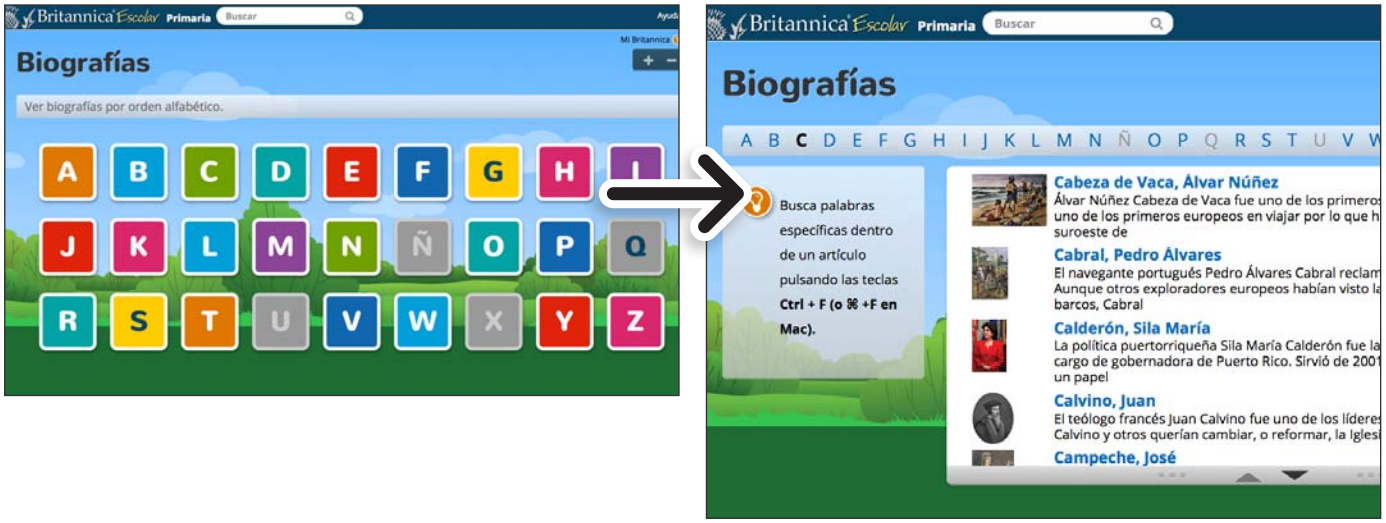


Búsqueda alfabética (Alphabetical Search)

You can search for articles alphabetically.

Biografías (Biographies)

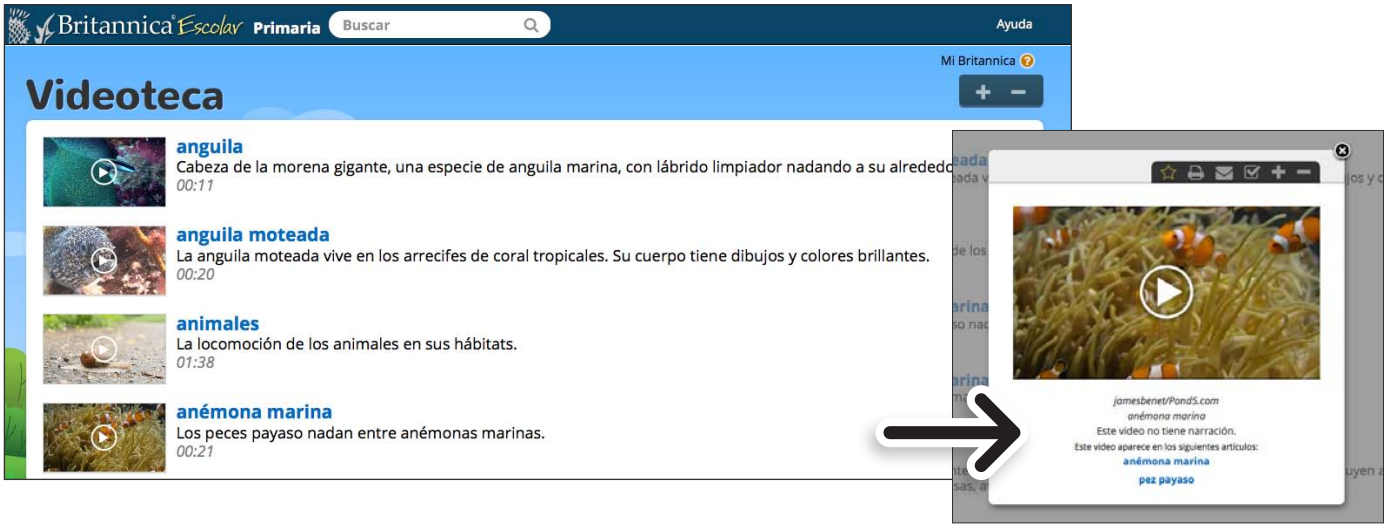
You can also search the biographies section alphabetically.



Atlas del mundo (World Atlas)

Search the geographic location and information about the different countries of the world using the interactive *Atlas del mundo* (World Atlas).

Videoteca (Video library)



Reino animal (Animal Kingdom)

Discover the animals by group or habitat.

Explore the related hyperlinks on the right-hand side of the page to learn more about the important issues related to animals.

You can also search this feature alphabetically.

Browse by Subject

Click on the subject to see a list of related articles.

Mi Britannica (My Britannica) provides educators and students with a quick and easy way to save and organize the different materials available in *Britannica Escolar*, including articles, images, and videos. Follow these simple steps to create your account and begin using *Mi Britannica* (My Britannica).

Browse by Subject

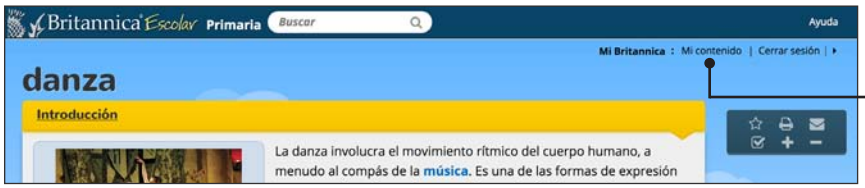
Save any article, image or video available in the portal as a "*favorito*" ("favorite").

1

To add content to your "*favoritos*" ("favorites"), click on the star icon. You will need to sign in in order to use this tool.

2

You can also organize your content by collections. Create a new collection or add a resource to an existing collection.



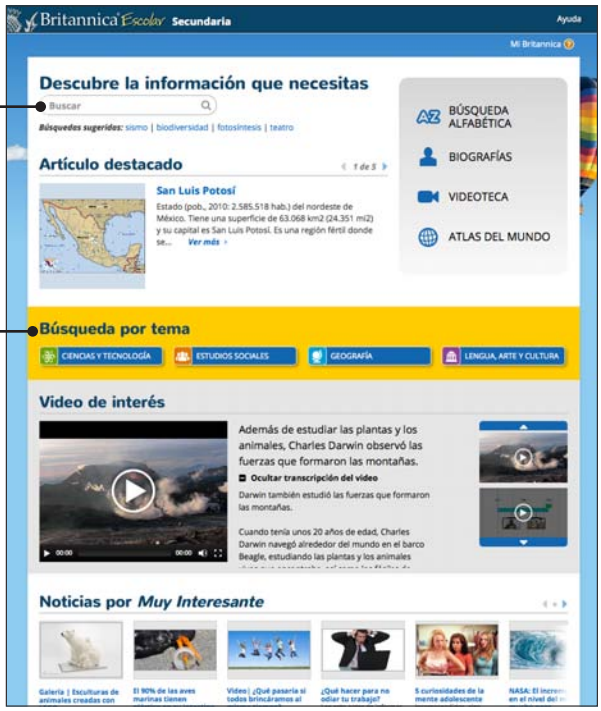
3

Click on *"Mi contenido"* ("My Content") on the top right.

4

Here you will find your saved articles, images and videos.

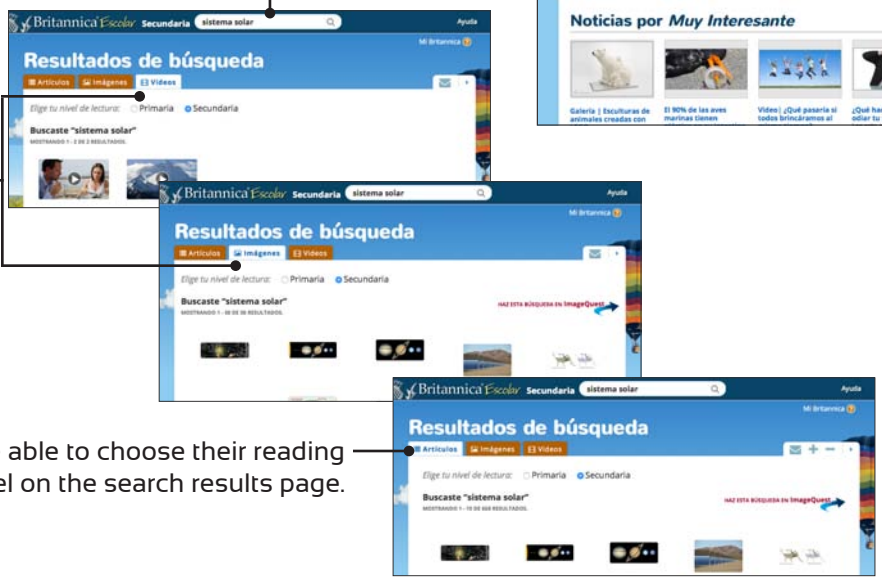
To start using the *Secundaria* (Middle) school level portal, use the search box at the top of the page or search articles alphabetically or by subject category. You can also browse biographies alphabetically and explore the video library.



Resultados de la búsqueda (Search Results)

Start a new search here.

You can view images and videos related to the topic of your search.



Students will be able to choose their reading level on the search results page.

Article content in this level is more advanced and is targeted for the Middle School students.

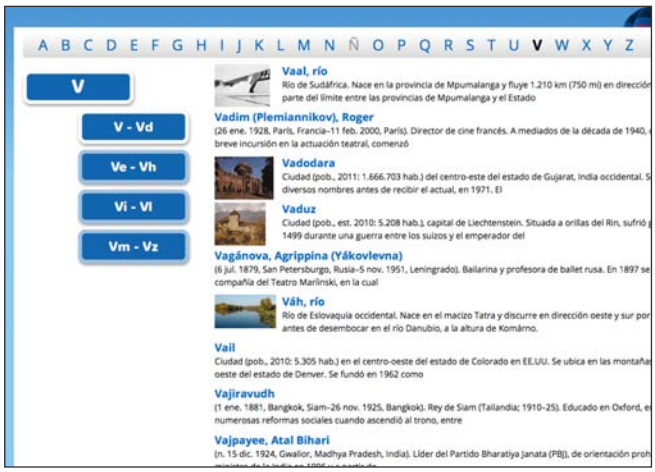
Table of Contents of the article can be expanded on the left-hand side of the page.

Print, save or email articles, images, and search results. Add articles, images, and videos to your *"favoritos"* ("favorites") so you can access them later.

The spectacular images bring to life the different subjects covered in *Britannica Escolar*.

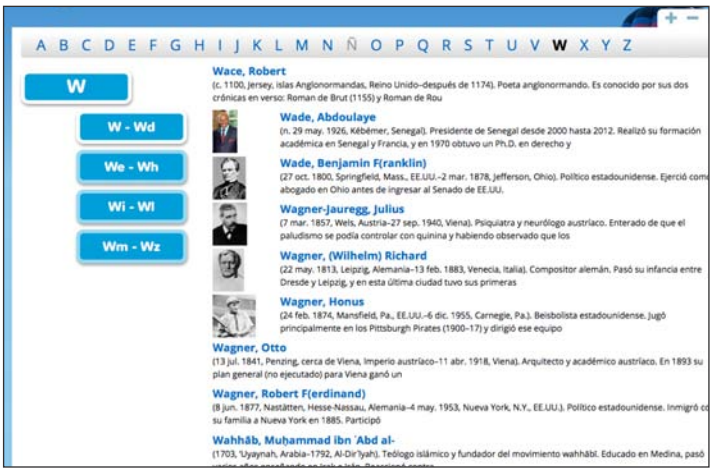
Búsqueda alfabética (Alphabetical Search)

You can search for articles alphabetically.



Biografías (Biographies)

You can also search the biographies section alphabetically.



Videoteca (Video library)

Atlas del mundo (World Atlas)

Search the geographic location and information about the different countries of the world using the interactive *Atlas del mundo* (World Atlas).

Search for a specific country.

Click to read the complete article about the country.

Logo

Visit our website to download the logo:
info.eb.com/educators-resources/logos-to-download/

Search Widget

For Britannica subscribers:
Students and teachers can search *Britannica Escolar* directly from their school or library site with this unique tool! Your institution's site administrator can add the search widgets to your site by copying and pasting the code below.

```
<iframe src='http://escolar.qa.eb.com/levels/
secundaria/searchbox' frameborder='0'
width='430' height='82'>
</iframe>
```

```
<iframe src='http://escolar.qa.eb.com/
levels/primaria/searchbox' frameborder='0'
width='430' height='82'>
</iframe>
```

Copy and paste the code in your site.

CONTACT INFORMATION

+1 800 621 3900

INFO.EB.COM

Britannica® Digital Learning

331 N. LASALLE ST., CHICAGO, IL 60654

CONTACT@EB.COM

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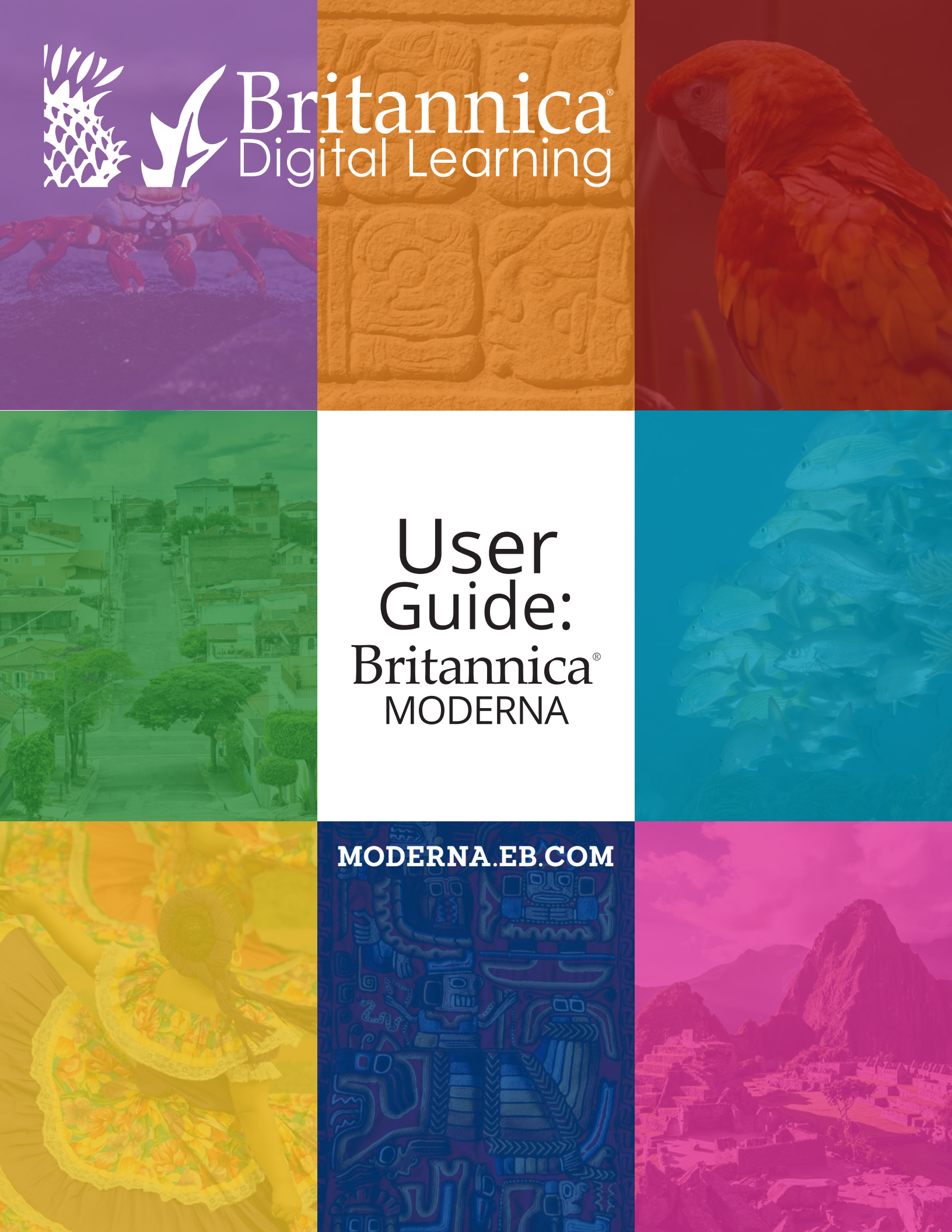
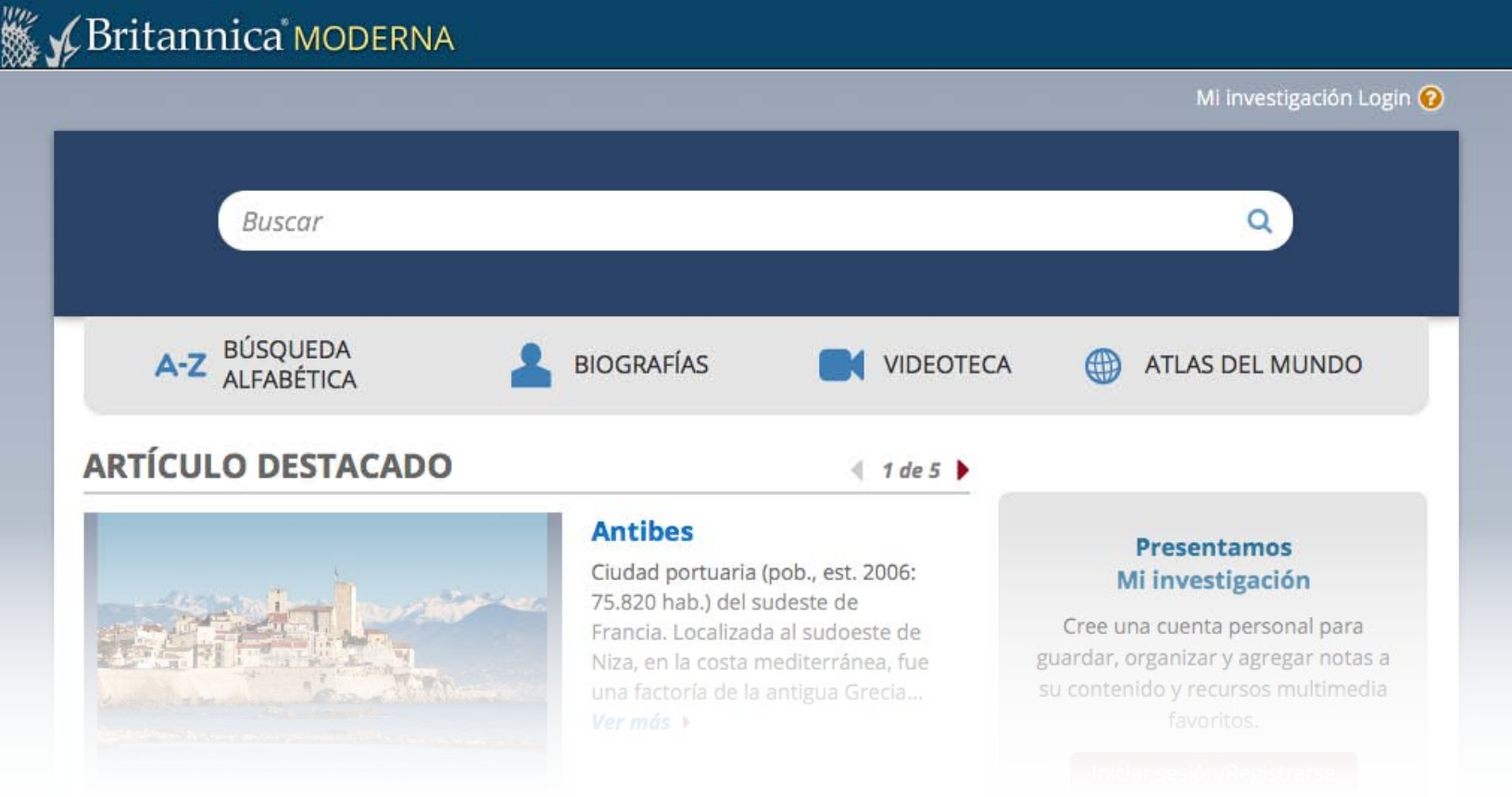


User Guide:

Britannica® MODERNA

MODERNA.EB.COM



WELCOME TO BRITANNICA® DIGITAL LEARNING

The Best Spanish-language Digital Resource for your Research Needs

Congratulations on your decision to use *Britannica® Moderna*, a comprehensive collection of spanish-language resources perfect for all of your research needs. You'll have access to thousands of articles, dictionaries, multimedia assets and much more, all from one easy-to-use site!

We have prepared the following user guide to help you start using *Britannica Moderna*. If you prefer, we also offer free online training sessions for all subscribers. One of our customer service specialists will guide you through the site and answer any questions you may have. Please visit britannicalearn.com for more information about these sessions.

Please feel free to contact us anytime if you have any questions.

Best regards,

Equipo Britannica
Encyclopædia Britannica, Inc.
325 N. LaSalle St., Suite 200
Chicago, IL 60654

(+1) 312 347 7000
contact@eb.com | britannicalearn.com

Welcome to *Britannica® Moderna*

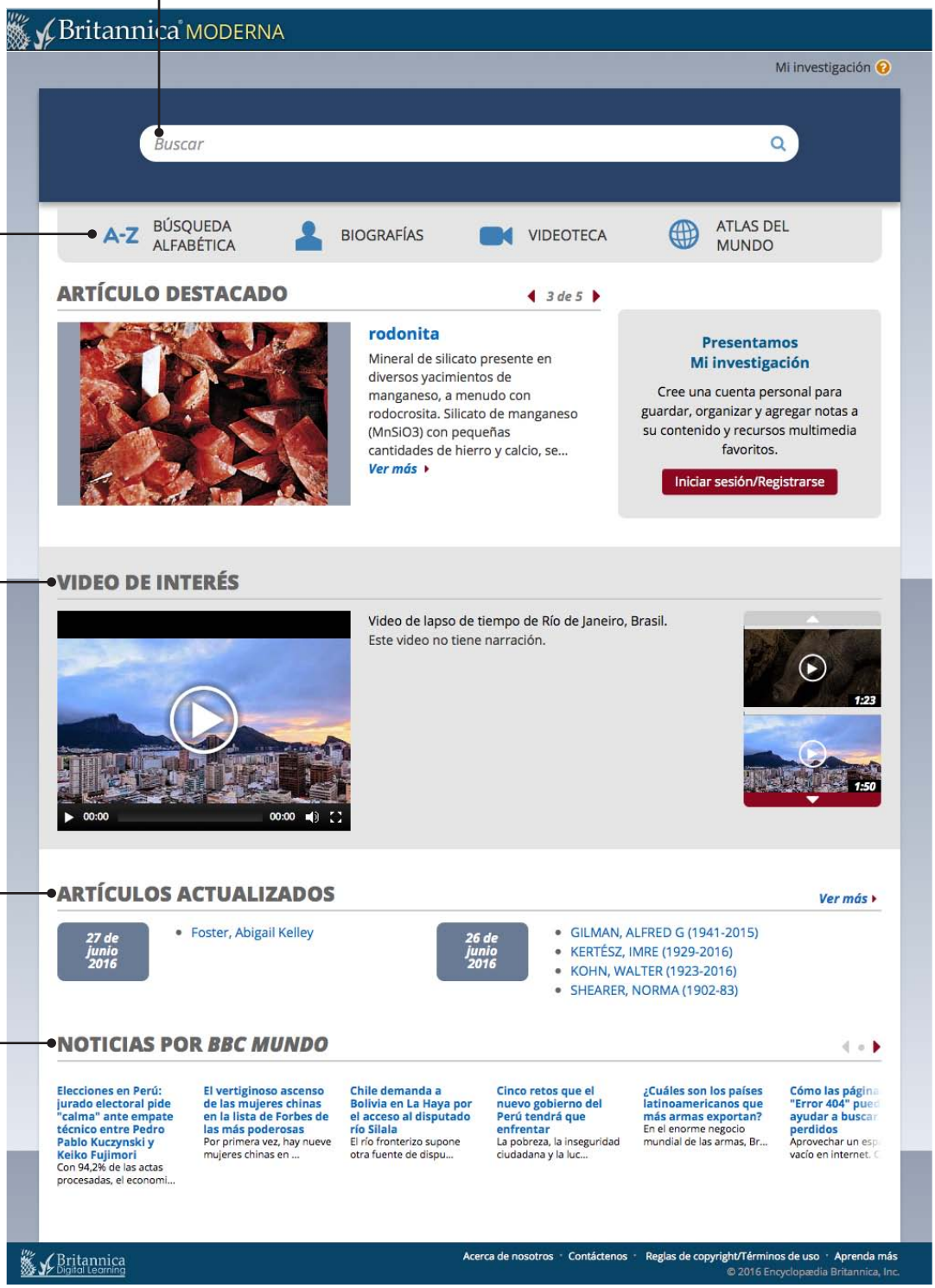
Type a word or phrase into the search box at the top of the page

You can also search alphabetically, browse through biographies of prominent figures, check out the video library or use the *Atlas del Mundo* (World Atlas) to explore different regions of the world.

The *Video de interés* section shows a new video every time you refresh the homepage.

The *Artículos Actualizados* section will allow you to see the list of newly added and reviewed articles in the site.

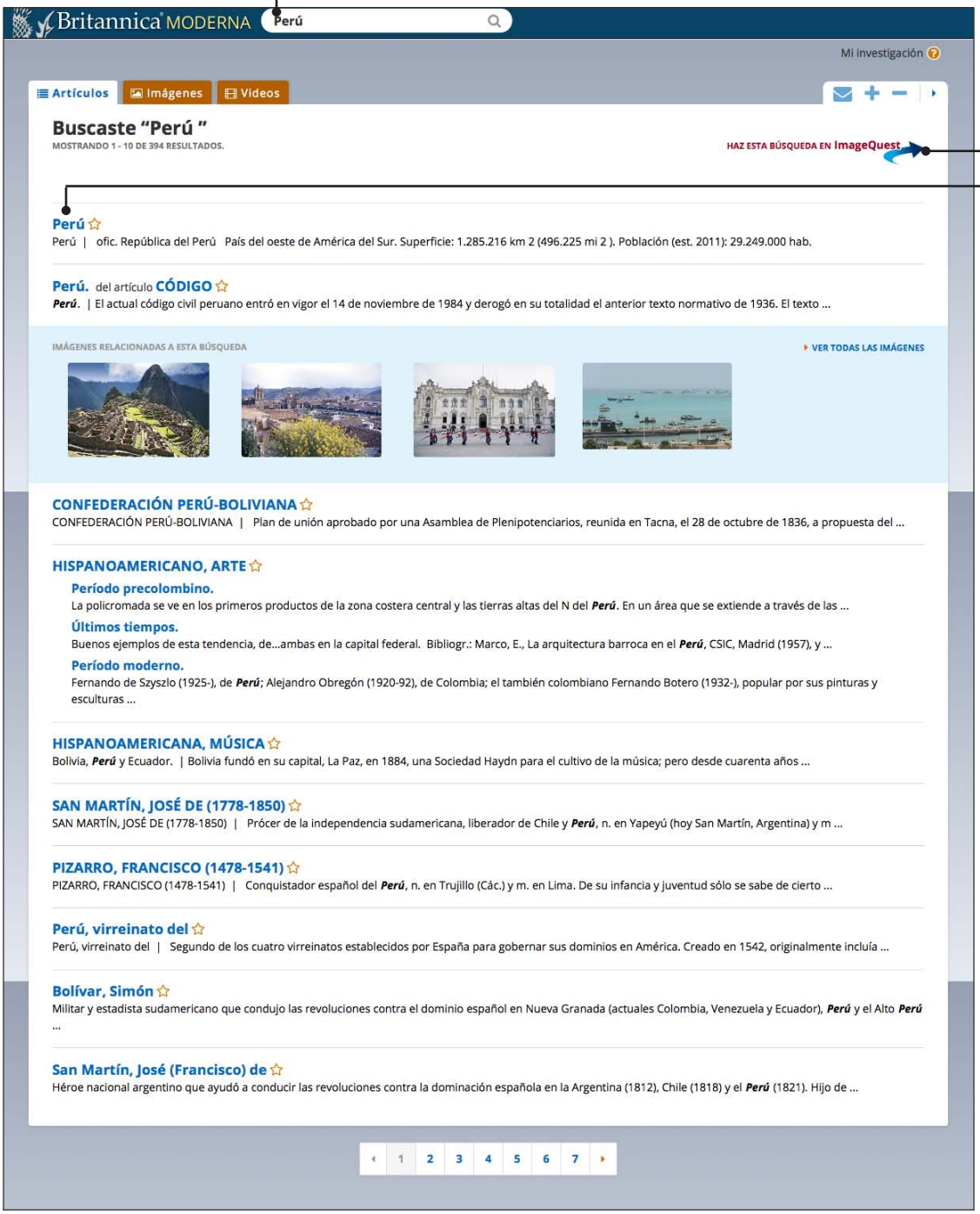
See the latest news from the *BBC Mundo* newsfeed.



Search Results Page

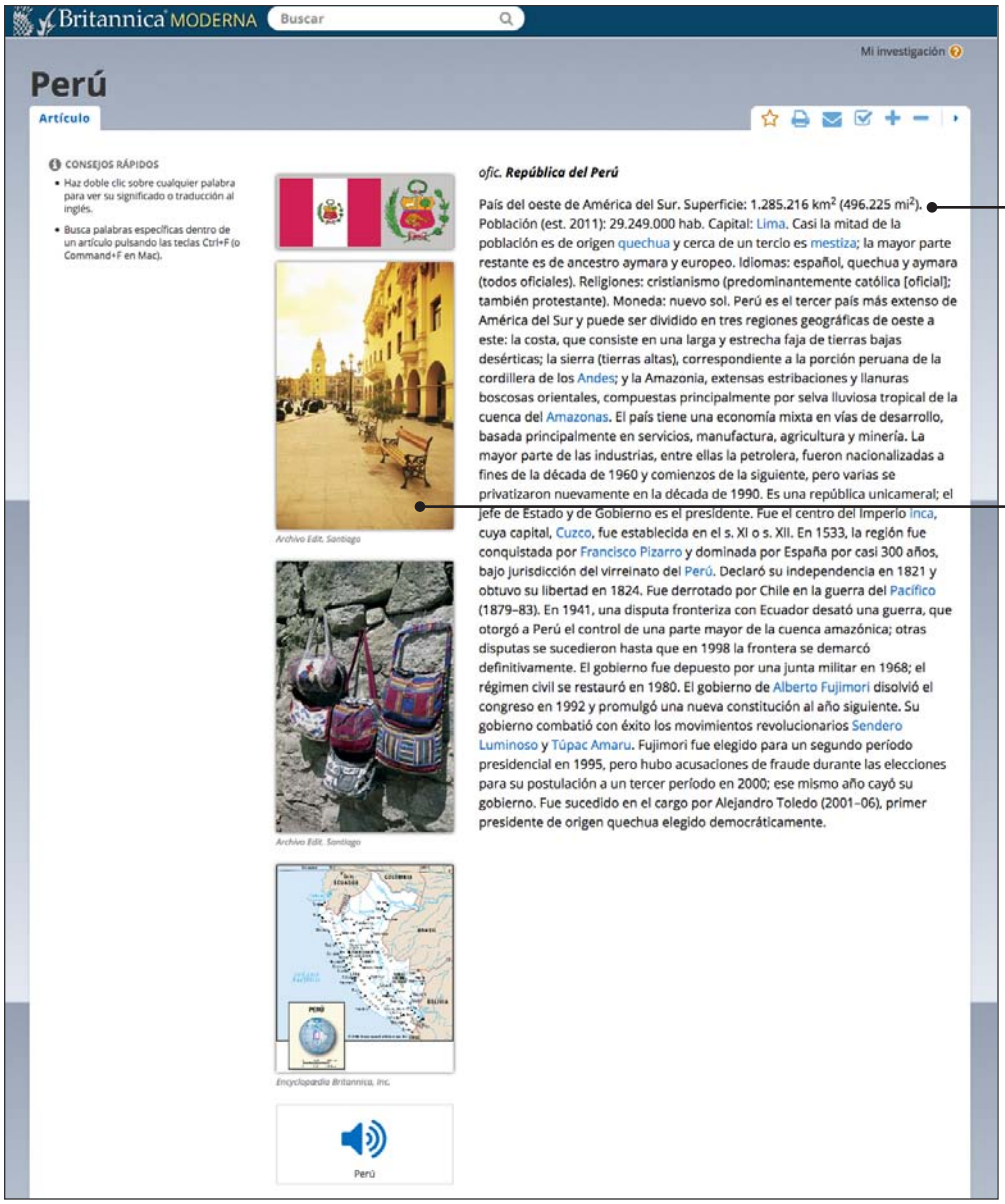
Begin a new search here.

Click here to see the results of your search in *Britannica ImageQuest*™, the digital database with over 3 million images from the best providers worldwide. (Please note that you must subcribe to *ImageQuest* as well to use this feature).



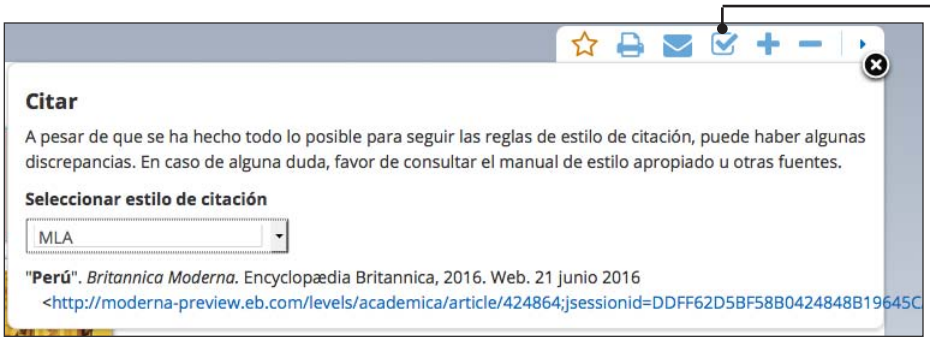
Click on the article title to further explore the results of your search.

Articles Page



The article text appears in the center of the page. The hyperlinks within the article will take you to other related Britannica content.

Find pictures and other related media assets in the sidebar of the article. Click each one individually to maximize it.



Correctly formatted citations are conveniently located at the bottom of each article page.

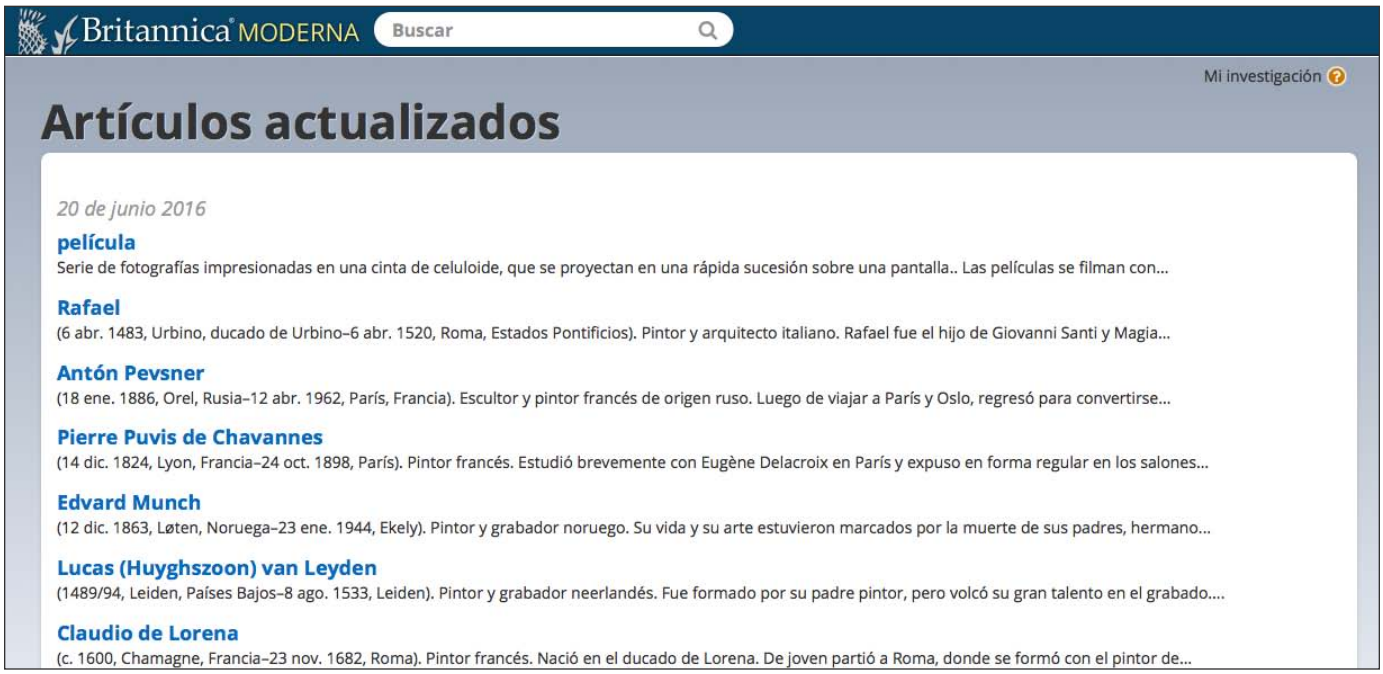
Atlas del mundo (World Atlas)

Click on any continent or type in the name of a country from the Home Page.
Click on the map to learn more about a specific country.

Once you click on a country a summary will appear with the option to read the complete article.

New and Updated Articles

This section will allow you to see newly added and updated articles within the site.



Mi investigación (or My Research)

Save your favorite *Britannica Moderna* content in the *Mi Investigación* section. You can take notes, personalize and share content with other users.

CONTACT

1 800 621 3900

BRITANNICALEARN.COM

Britannica Digital Learning

325 N. LASALLE ST., STE 200, CHICAGO, IL 60654

CONTACT@EB.COM

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Britannica
Digital Learning

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

DATE:	November 2, 2022
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	Library Databases for Henrico County Public Schools
CONTRACT NUMBER:	2326D
COMMODITY CODE:	956.38
CONTRACT PERIOD:	October 11, 2022 through June 30, 2023
RENEWAL OPTIONS:	Four one-year renewal options through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-642-3640
Email Address:	Kwvenaglia @henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Encyclopaedia Britannica, Inc.
Address:	325 North LaSalle St. Ste. 200
City, State:	Chicago, IL 60654
Contact Name:	Laura Cox
Phone Number:	312-347-7167
Email address:	lcox@eb.com
ORACLE SUPPLIER NUMBER:	4168
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Assistant Division Director
Phone:	804-501-5637
Email:	Fal51@henrico.us

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

PRICE SCHEDULE
See Exhibit E

July 26, 2022

Eileen M. Falcone, CPPB, Assistant Division Director
County of Henrico
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: BAFO for RFP No. 22-2326-3EMF Library Databases for Henrico County Public Schools

Dear Ms. Falcone,

Thank you for the opportunity to present best and final pricing for Britannica's resources to Henrico County Public Schools (HCPS). Per your request, we have updated attachments "H" and "I" with pricing for Option 2: Britannica School and Britannica ImageQuest (currently subscribed to by HCPS). As these resources are K–12 and have been purchased by the district historically in this manner as a package offering, we have used an enrollment of 48,916 and multiplied by our greatly discounted price per user for each database.

- Option 2 prices:
  Britannica School: $16,274 ($.33 per user)
  Britannica ImageQuest: $13,596 ($.28 per user)
  Total Package: $29,870

Further, we have provided optional contracted pricing for Professional Learning, which is available "a la carte" on an as needed basis and not included in the proposed grand total. Lastly, we find that many of our customers have recently discovered the value in adding our natural Spanish language resources Britannica Escolar and Britannica Moderna (also known as the Spanish Reference Center), thus we have included optional pricing for those resources as well:

- Professional Learning Options:
  Onsite - $3500/day for a maximum of 25 participants (10% discount for consecutive days)
  Virtual – $2000/day for 6 hours of learning for a maximum of 25 participants

- Spanish Reference Center Option:
  Britannica Escolar and Britannica Moderna: $14,420 ($.29 per user)
  Total Package combined with Britannica School and ImageQuest: $44,290

Feel free to contact me directly with questions regarding this submission. We appreciate your continued interest in supporting exceptional academic performance and inspiring curiosity through use of Britannica's resources.

Best regards,

DocuSigned by:
Rick Booms
8959357E8F6A417...

Rick Booms
Vice President of Sales
Phone: 312-347-7323
Email: booms@eb.com

DocuSign Envelope ID: D23EB3CF-638C-4875-8630-B1C559C9B6CB

COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract
Contract No. 2326D

This Non-Professional Services Contract (this "Contract") entered into this 30th day of September 2022, by Encyclopaedia Britannica, Inc.(the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2326-3EMF, dated May 27, 2022 (the "Request for Proposals"), for Library Databases for Henrico Public Schools.

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

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

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

CONTRACT TERM: The Contract term shall be from execution of this Contract through June 30, 2023. HCPS may renew the Contract for up to four (4) one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

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

1. This Non-Professional Services Contract between HCPS and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. Britannica Education Solutions Online Terms of Use, Updated August 17, 2021 (Exhibit C);
5. The Negotiated Modifications (Exhibit D);
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor's Best and Final Offer dated July 26, 2022 (Exhibit E);
8. Contractor's Original Proposal dated June 14, 2022 (Exhibit F); and
9. The Scope of Services included in the Request for Proposals.

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

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

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

Encyclopaedia Britannica, Inc.	County School Board of Henrico County, Virginia
325 North LaSalle St. Ste. 200 Chicago, IL 60654	406 Dabbs House Road Henrico, VA 23223
DocuSigned by: Rick Booms A959357E8F6A417...	
Signature	Signature
Rick Booms VP of Sales	
Printed Name and Title	Oscar Knott, CPP, CPPO, VCO Purchasing Director
10/7/2022	10/11/22
Date	Date

APPROVED AS TO FORM

10-10-22

ASSISTANT COUNTY ATTORNEY

DocuSign Envelope ID: 5D10FF2A-B134-4651-96E0-73C729B36678

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia ("**County**") and Encyclopaedia Britannica, Inc., a Delaware corporation, ("**Licensor**") are entering into Non-Professional Services Contract No. 2326D for Library Databases for Henrico County Public Schools ("**Agreement**"). Licensor has requested that its Britannica Education Solutions Online Terms of Use, Updated August 17, 2021 ("**Contract**") be incorporated by reference into the Agreement. This License Agreement Addendum ("**LAA**") (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder ("**Software**"), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

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

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

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N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
O. Limiting the liability of Licensor for property damage, death, or personal injury;
P. Capping the County's damages or excluding types of damages available to the County;
Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
S. Requiring that the County waive any immunity to which it is lawfully entitled;
T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
U. Obligating the County beyond approved and appropriated funding;
V. Permitting Licensor to unilaterally modify the Contract;
W. Having the Contract supersede agreements negotiated by the parties;
X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.

2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.

4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the

licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.

5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.

7. This LAA and the Agreement shall take effect simultaneously.

8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

Encyclopaedia Britannica, Inc.	County School Board of Henrico County, Virginia
DocuSigned by: Rick Booms 8959357E8F6A417...	Oscar Knott
Signature	Signature
Rick Booms	Oscar ~~Oser~~ Knott, CPP, CPPO, VCO
VP of Sales	Purchasing Director
Printed Name and Title	
10/7/2022	10/11/22
Date	Date

APPROVED AS TO FORM

Alyssa D Brown 10/10/22

ASSISTANT COUNTY ATTORNEY

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 Encyclopaedia Britannica, Inc. (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. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

~~Subscription-based access to the following of Provider's proprietary, educational solutions: Britannica School (school.eb.com) and Britannica ImageQuest (quest.eb.com). Please see also the Schedule of Data attached as Exhibit B.~~

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

~~Subscription-based access to the following of Provider's proprietary, educational solutions: Britannica School (school.eb.com) and Britannica ImageQuest (quest.eb.com). Please see also the Schedule of Data attached as Exhibit B.~~

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division**. All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division's request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. Provider shall cooperate and respond within ten (10) days to the Division's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.

4. **Third Party Request**. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

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

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.

2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA

3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.

2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

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

5) **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsections below, provider shalt dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

   a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.

   b) **Complete Disposal upon Termination of Service Agreement**. Upon termination of the service agreement provider shall dispose or 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:

    a. **Passwords and Employee Access**. Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.

    b. **Security Protocols**. Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.

    c. **Provider Employee Training**. The Provider shall provide annual security training to those of its employees who operate or have access to the system.

    d. **Security Technology**. When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.

    e. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.

    f. **Backups and Audit Trails, Data Authenticity and Integrity**. Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.

    g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Unauthorized Access or Data Breach**. In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

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

a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.

b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the

i. date, estimated date, or date range of the loss or disclosure;

i. Division Data that was or is reasonably believed to have been lost or disclosed;

ii. remedial measures taken or planned in response to the loss or disclosure.

c. immediately take action to prevent further access;

d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;

e. cooperate with Division efforts to communicate to affected parties.

f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.

g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
ARTICLE VII: MISCELLANEOUS

A. **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses any Division Data.

B. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.

C. **Data Transfer Upon Termination or Expiration**. Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure 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. **Priority of Agreements**. This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.

F. **Amendments**: This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties

G. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

H. **Governing Law; Venue and Jurisdiction**. This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.

I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

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

J. Waiver. No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

K. Successors Bound: This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

L. Electronic Signature: The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.

M. Notice. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: Cyri K. Carifa
Title: Associate General Counsel, CIPP/US
Address: 325 N. LaSalle St., Suite 200, Chicago, IL 60654
eMail: ccarifa@eb.com
Phone: 312-347-7227

The designated representative for the Division for this Agreement is:

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

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

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:	Cyri K. Carifa
Title:	Associate General Counsel, CIPP/US
Address:	325 N. LaSalle St., Suite 200, Chicago, IL 60654
eMail:	ccarifa@eb.com
Phone:	312-347-7227

[*Signature Page Follows*]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Provider Signature Cyri K. Carifa

Date: October 7, 2022

Printed Name: Cyri K. Carifa

Title: Associate General Counsel, CIPP/US

Division Signature John B. Wack

Date: 10/11/2022

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVED AS TO FORM

Alyssa J Brown 10.10.22

ASSISTANT COUNTY ATTORNEY

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

Britannica School (school.eb.com): a safe, up-to-date, and age-appropriate information resource for Elementary, Middle, and High School that includes encyclopedia articles, multimedia, primary sources, games, and other learning resources that support student research and reinforce curriculum standards.

Britannica ImageQuest (quest.eb.com): an online resource with over 3 million images that can be used for educational purposes.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/ Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts /health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/ foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐☑
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or 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	☐
Student work	Student generated content; writing, pictures etc.	☐
	Other student	☐

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "C"

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

- 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

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

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

[Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date]

4. Signature of Authorized Representative of Division

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

5. Verification of Disposition of Data

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer 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: Cyri K. Carifa Date: October 7, 2022

Printed Name: Cyri K. Carifa Title/Position: Associate General Counsel, CIPP/US

2. Subscribing Division

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

BY:_____ Date:_____

Printed Name:_____ Title/Position_____

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

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

Email Address_____

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Britannica Education Solutions
Online Terms of Use

Effective Date: June 9, 2021
Updated: August 17, 2021

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SECTION 1
Agreement to Terms of Use

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Encyclopædia Britannica, Inc.
325 North LaSalle Street, Suite 200
Chicago, Illinois 60654
Fax: 312/294-2118
Phone: 312/347-7000
E-mail: copyrightnotice@eb.com
Your notice must contain the following information:

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Chicago, Illinois 60654
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4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located, or if you are outside of the United States, for any judicial district in which Britannica may be found, and that you will accept service of process from the person who notified Britannica of the alleged infringement or an agent of such person.

EXHIBIT D
NEGOTIATED MODIFICATIONS TO
CONTRACT No. 2326D

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

WHEREAS, HCPS and Encyclopaedia Britannica, Inc. desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals ("RFP") are modified as follows as of the effective date of the Contract:

1. The body of Section V.R. Ownership of Deliverable and Related Products is deleted and replaced by the following: The County shall have a license to access and use (on a subscription basis) the subscribed-to proprietary and Britannica-owned applications, including the content contained therein, for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act. “Contractor Intellectual Property” means “work and ideas that have been or will be in the future created by Contractor prior to, during, and after entering into this Contract.” Contractor Intellectual Property is licensed for educational purposes/fair use only, not commercial use. County will not own pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed (a) outside of this Contract with no assistance from County or (b) by Contractor in its normal course of business operations.

July 26, 2022

Eileen M. Falcone, CPPB, Assistant Division Director
County of Henrico
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: BAFO for RFP No. 22-2326-3EMF Library Databases for Henrico County Public Schools

Dear Ms. Falcone,

Thank you for the opportunity to present best and final pricing for Britannica's resources to Henrico County Public Schools (HCPS). Per your request, we have updated attachments "H" and "I" with pricing for Option 2: Britannica School and Britannica ImageQuest (currently subscribed to by HCPS). As these resources are K–12 and have been purchased by the district historically in this manner as a package offering, we have used an enrollment of 48,916 and multiplied by our greatly discounted price per user for each database.

- Option 2 prices:
  Britannica School: $16,274 ($.33 per user)
  Britannica ImageQuest: $13,596 ($.28 per user)
  Total Package: $29,870

Further, we have provided optional contracted pricing for Professional Learning, which is available "a la carte" on an as needed basis and not included in the proposed grand total. Lastly, we find that many of our customers have recently discovered the value in adding our natural Spanish language resources Britannica Escolar and Britannica Moderna (also known as the Spanish Reference Center), thus we have included optional pricing for those resources as well:

- Professional Learning Options:
  Onsite - $3500/day for a maximum of 25 participants (10% discount for consecutive days)
  Virtual – $2000/day for 6 hours of learning for a maximum of 25 participants

- Spanish Reference Center Option:
  Britannica Escolar and Britannica Moderna: $14,420 ($.29 per user)
  Total Package combined with Britannica School and ImageQuest: $44,290

Feel free to contact me directly with questions regarding this submission. We appreciate your continued interest in supporting exceptional academic performance and inspiring curiosity through use of Britannica's resources.

Best regards,

DocuSigned by:
Rick Booms
8959357E8F6A417...

Rick Booms
Vice President of Sales
Phone: 312-347-7323
Email: booms@eb.com

ATTACHMENT H

BAFO Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for: K-12**	**Name of Program: Britannica School and Britannica ImageQuest Package.**	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	Britannica School:$16,274 ImageQuest: $13,596	Britannica used the estimated students per grade for grades K-12 (48,916) multiplied by per student prices listed on attachment I.
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640		
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	Optional add-on, not included in Grand total: $3,500 per day 10% discount for multiple consecutive days	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	Optional add-on, not included in Grand total: $2,000 per day	
Grand Total	$29,870	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$.33 for Britannica School $.28 for ImageQuest	

ATTACHMENT I

BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	$.33 for Britannica School $.28 for ImageQuest
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$
1 day of Professional Development - price per teacher/librarian	$
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$

EXHIBIT F

Response to:
Henrico County Public Schools
RFP No. 22-2326-3EMF Library Databases

Due: June 17, 2022
Original

Submitted via the eVA platform to HCPS Purchasing Contacts:
Oscar Knott, CPP, CPPO, VCO, Purchasing Director
Eileen M. Falcone, CPPB, Assistant Division Director

`

Encyclopædia Britannica 325 N. LaSalle Street, Suite 200 Chicago, IL 60654 www.britannicalearn.com

Table of Contents

Tab 1 - Introduction and Signed Forms 4
Cover Letter 5
Proposal Signature Sheet – Attachment A 6
Business Classification Form – Attachment B 7
Virginia State Corporation Commission Registration Information – Attachment C 8
Proprietary/Confidential Information – Attachment D 9
Direct Contact with Students Form – Attachment F 10
Tab 2 – Statement of the Scope 11
Tab 3 – Offeror Qualifications, Experience, Resumes and Financial Capacity 29
Resumes 31
Tab 4 – Service Approach and Implementation 36
Encyclopædia Britannica licensing agreement 38
Tab 5 – Technical Administration, User Interface and Integration 46
Tab 6 – Infrastructure and System Administration 48
Tab 7 – Reporting and Monitoring 52
Sample standard report 53
Sample COUNTER5 Monthly Report 54
Tab 8 – Training and Professional Development 55
Tab 9 – Pricing 56
Pricing Option 1 – Attachment H Pricing Scenario for Britannica School, Britannica ImageQuest, Britannica Escolar, and Britannica Moderna 57

Pricing Option 1 – Attachment I Pricing for Britannica School, Britannica ImageQuest, Britannica Escolar, and Britannica Moderna 58
Pricing Option 2 – Attachment H Pricing Scenario for Britannica School and Britannica ImageQuest 59
Pricing Option 2 – Attachment I Pricing for Britannica School and Britannica ImageQuest 60

Tab 10 – References 61

Tab 11 – Exceptions 64

Tab 12 – Assumptions 66

Tab 13 – Appendices 67

Britannica Library Guided Tour 68
Britannica School Guided Tour 81
Britannica Escolar Guided Tour 90
Britannica Modern Guided Tour 103

Tab 1 - Introduction and Signed Forms

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June 14, 2022

Oscar Knott, CPP, CPPO, VCO, Purchasing Director
Eileen M. Falcone, CPPB, Assistant Division Director
County of Henrico
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: RFP No. 22-2326-3EMF Library Databases

Dear Mr. Knott and Ms. Falcone,

Henrico County Public Schools (HCPS) seeks school library research databases to support research and inquiry by its nearly 50,000 students, across all grade levels. Resources must be easy to use, accessible, and support multiple reading levels.

As the district's database provider for more than ten years, Encyclopaedia Britannica (Britannica) is pleased to submit a proposal that includes multiple Britannica Digital Learning resources to support HCPS learners of all ages. Our proposal includes the district's currently subscribed resources—Britannica School and Britannica ImageQuest—as well as two Spanish language resources—Britannica Escolar and Britannica Moderna.

Britannica has been empowering the way the world teaches and learns for over 250 years. We have become a powerhouse multimedia educational brand at the forefront of the information revolution, with proven digital learning solutions that meet the evolving needs of lifelong learners today. Our mission is to encourage discovery, spur exceptional academic performance, and inspire curiosity and the joy of learning.

There is no comparable solution that has the amount of trusted content and multimedia that Britannica offers HCPS, or our frequency of updates. Britannica provides daily content updates and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media annually across our three easy-to-use, age-appropriate Britannica School interfaces. Our resources support the Virginia Standards of Learning, provide leveled articles, and meet requirements for accessibility.

We look forward to a continued partnership with HCPS. By integrating Britannica's rigorous academic content, millions of rights-cleared images for educational use, and native Spanish resources, HCPS will be providing world-class digital resources to HCPS educators and students. Feel free to contact me directly with questions regarding this submission.

Best regards,

DocuSigned by:
Rick Booms
8959357E8F6A417...

Rick Booms
Vice President of Sales
Phone: 312-347-7323
Email: booms@eb.com

DocuSign Envelope ID: 44C8312C-6871-48A0-9290-9F854772033D

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 22-2326-3EMF Library Research Databases for Henrico County Public Schools**.

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

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

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):
Encyclopaedia Britannica, Inc.
ADDRESS:
325 North LaSalle St. Ste. 200
Chicago, IL 60654
FEDERAL ID NO: 36-2063569
SIGNATURE: DocuSigned by: Rick Booms 8959357E8F6A417...
NAME OF PERSON SIGNING (PRINT): Richard Booms
TITLE: Vice President of Sales
TELEPHONE: (800) 621-3900
FAX: (800) 344-9624
EMAIL ADDRESS: Proposal.opps@eb.com
DATE: 6/14/2022

DocuSign Envelope ID: 38A46A73-730B-45ED-B0B4-6CE578E36185

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Encyclopaedia Britannica, Inc.

This form completed by: Signature: DocuSigned by: Rick Booms 8959357E8F6A417... Title: VP of Sales

Date: 06/14/2022

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ **SMALL BUSINESS**
- ☐ **WOMEN-OWNED BUSINESS**
- ☐ **MINORITY-OWNED BUSINESS**
- ☐ **SERVICE-DISABLED VETERAN**
- ☐ **EMPLOYMENT SERVICES ORGANIZATION**
- ☑ **NON-SWaM (Not Small, Women-owned or Minority-owned)**

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

eVA Registered? ☑ **Yes** ☐ **No**

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

_____ **NUMBER** _____ **DATE**

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

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

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

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

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

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

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Encyclopaedia Britannica, Inc.

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
None		

DocuSign Envelope ID: 297F8C45-C6DE-4CAC-9B1E-1D7E9F962206

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: Encyclopaedia Britannica, Inc.

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

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

As part of this submission, I certify the following:

□ ☒ **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.).**

Va. Code § 22.1-296.1, is not applicable as Encyclopaedia Britannica, Inc. employees will not have direct contact with students while providing the services to be contracted.

DocuSigned by:
Rick Booms
8959357E8F6A417...
Signature of Authorized Representative

Rick Booms
Printed Name of Authorized Representative

Encyclopaedia Britannica, Inc.
Printed Name of Vendor (if different than Representative)

Tab 2 – Statement of the Scope

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

II. Scope of Services

A. General Requirements

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

We are pleased to propose four databases for access by Henrico County Public Schools (HCPS) staff, teachers, and students. These resources include:

- Britannica Online School Edition (Britannica School) – Digital encyclopedia for K–12 audience
- ImageQuest – Database of 3.4 million rights-cleared images for K–12 education use
- Britannica Escolar – Digital encyclopedia for K–8 audience, in native Spanish
- Britannica Moderna – Digital encyclopedia for High School audiences, in native Spanish

We describe each of these resources on the following pages.

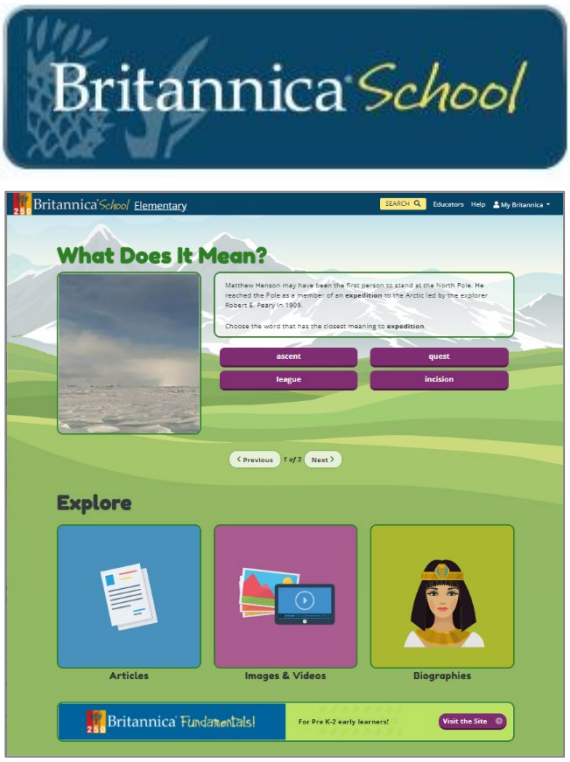
Britannica School

Britannica School includes unique encyclopedia content for HCPS elementary, middle, and high school students. More than 133,000 full-text encyclopedia articles are complemented by full-text magazine articles, student-friendly web sites, and rich multimedia (photos, illustrations, videos, animations, infographics, maps, and more).

Content is differentiated at four levels:

- K–2 Fundamentals
- 3–5 Elementary Level
- 6–8 Middle School Level
- 9–12 High School Level

This resource was created to meet HCPS students where they are on the learning spectrum. The Fundamentals level is a self-contained database that offers text, games, and activities for the youngest learners. The interface is colorful and engaging. The Elementary, Middle, and High School levels are all part of a single site with each having its own age-appropriate interface. Students can access lower and higher reading-level content without leaving the interface.



Britannica School provides many features that support teaching and learning in HCPS. Database articles have been aligned to the Virginia Standards of Learning so educators can search for a standard and see content that will support that standard. Our Quick-Click Dictionary allows students to click on any word to retrieve its definition, audio pronunciation, and Spanish translation. The included translation tool can translate any article into over 80 different languages. The articles include Lexile levels, and search results can be filtered by Lexile range. Users also can increase or decrease font size on any article or have the article read aloud. Additional functions include a variety of search methodologies, the ability to print and save documents, classroom activities, research support, specific features that provide instructional support, etc.

Britannica School integrates with classroom tools such as Google Drive and/or Google Classroom as well as One Drive. Britannica School also integrates with many popular school and library technologies including:

- Single Sign On (SSO) tools like Clever and ClassLink
- Learning Management Systems like Canvas and Schoology
- Library Management and Discovery services like Follett Destiny, Mackin Via, and EBSCO Discovery Services

There is no comparable resource that has the amount of content and multimedia that Britannica offers or our frequency of updates. Britannica provides daily content updates, and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media annually.

Britannica ImageQuest

Britannica ImageQuest provides HCPS students, educators, and staff with access to more than 3.4 million rights-cleared images from one convenient site. More than 55 of the best image providers in the world—including the Bridgeman Art Library, DK Images, Getty Images, the National Portrait Gallery of London, and the Natural History Museum of London—have joined with Britannica to provide the best and broadest collection of proprietary educational imagery (not freely available on the web).

All images in Britannica ImageQuest are rights-cleared for non-commercial, educational use—great for HCPS school curriculum materials, teacher lesson plans, assignments, activities, and whiteboards; student reports and projects; or school websites, newsletters, newspapers, flyers, and bulletins. As a fully searchable resource, Britannica ImageQuest provides a unique collection from trustworthy sources. With images of every topic in one convenient site, users don't have to spend time combing through multiple Web sites looking for reliable images.

Each image comes with complete metadata, including the source, the copyright holder, caption, and keywords. Each image is downloadable and includes proper citations in MLA, APA, Harvard, and Chicago Manual of Style formats.

Britannica Escolar

Britannica Escolar is the leading knowledge-building resource that is universally trusted for accurate and age-appropriate content in Spanish. Britannica Escolar has two distinct levels of unique content for HCPS students and educators—Primaria (Elementary) and Secundaria (Middle School)—offering information of interest to every age. The program's features make it an invaluable resource to add for HCPS's native Spanish speakers, bilingual students, and students learning Spanish.

Features and benefits include:

- engaging home pages at each level that are entry points to thousands of articles, images, videos, maps, and tables, many of which are added daily.
- Reino Animal (Animal Kingdom) and Sabías que…? (Did You Know?) features, which pique students' curiosity and the desire to dig deeper.
- Mi Britannica (My Britannica), which offers a convenient place to save, organize, and share collections of content that users find in Britannica Escolar.
- a responsive design that provides access to the site anytime, anywhere, and on any device, including tablets, smartphones, and laptops.

Britannica Escolar also offers HCPS students a bank of interactive learning activities where they can practice basic math and language skills, Spanish grammar and reading skills, geography, history, and math.

Britannica Moderna

Britannica Moderna is the definitive Spanish-language resource, complete with age-appropriate content for older HCPS students and their teachers. Britannica Moderna provides access to nearly 47,000 articles, as well as more than 13,000 images, maps, audiovisual materials, a dictionary, and atlas. Articles from BBC World News provide patrons with international news, features, and analysis within the same platform. The program's features make it an invaluable addition for HCPS's older native Spanish speakers, bilingual students, and students learning Spanish.

Like the other editions described above, Britannica Moderna offers the ability to save resources for quick access again in the future. The program's responsive design provides an optimal viewing experience across a variety of devices (e.g., smartphone, tablet, computer) and is accessible via web browser from wherever HCPS teachers and student seek to connect.

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

HCPS teachers and students can print articles and graphics, email links to articles and graphics (without email logging into email to send) and save full-text articles to Google Drive accounts. Saving to Google Drive requires logging into Google.

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

The Teaching Tools (**Figure 1**) section of Britannica School includes a space where HCPS educators can browse for content aligned to Virginia Standards of Learning and create and save lesson plans.

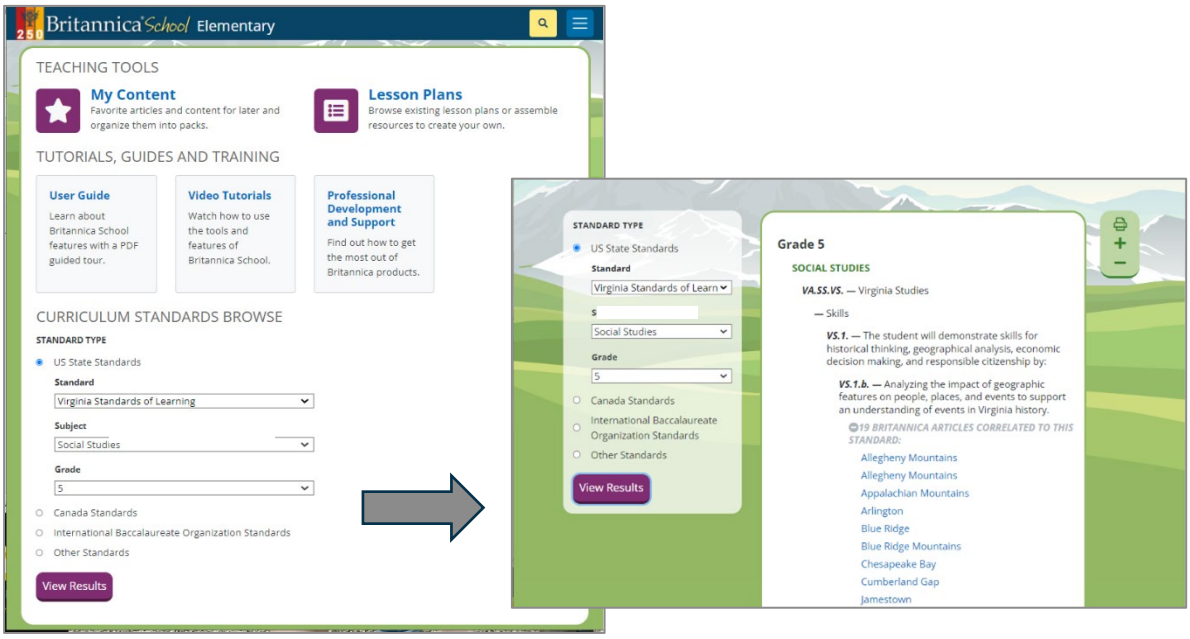


Figure 1. Search for articles aligned to Virginia state standards.

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

Britannica's resources have copy ready citations in MLA, APA, Harvard, and Chicago Manual of Style formats than can be copied and pasted. Citations do not export to Noodle Tools.

5. Translation for ELL students and language classes and audio for students.

Britannica School's translation tool can translate any article text into over 80 different languages. We have also proposed Britannica Escolar and Britannica Moderna which are databases developed in Spanish with Spanish audio.

6. A variety of formats (video, audio, ebook, reference, periodical, transcript, etc.) which include primary and secondary source documents.

The resources we propose will provide HCPS students and teachers with resources in a variety of formats including more than 133,000 full-text encyclopedia articles in Britannica School complemented by primary sources such as access to letters, and speeches; full-text magazine articles; student-friendly web site links; rich

multimedia (photos, illustrations, videos, animations, infographics, maps, and more). Our solution also includes more than 60,000 articles in Spanish and more than 3.4 million rights-cleared images for educational use.

7. Reading, vocabulary, and conceptual level appropriate for age level of students.

Britannica School includes articles at multiple levels and delivered in interfaces appropriate to students' age levels as described below:

- K–2 Fundamentals
- 3–5 Elementary Level
- 6–8 Middle School Level
- 9–12 High School Level

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

Articles from Britannica articles can be cut and pasted for sharing elsewhere.

9. Searches multiple encyclopedias/articles/etc.

Britannica School allows users to search three databases of content at different levels (elementary, middle, and high school). Britannica Escolar searches Spanish articles from our Spanish elementary and middle school databases, while Moderna searches our high school level Spanish database.

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

Britannica's proposed databases are easy to use and generally do not require more than 3 clicks from initial search to get to information.

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

Britannica School includes articles at three different ranges of reading level and articles can be filtered by Lexile Level.

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

Each proposed resource has its own graphic-friendly, colorful interface that is ADA compliant (described later in this tab) and complies with the Information Technology Accessibility Act Code of Virginia- 2-2-3500.

As described above, Britannica School has three user-friendly interfaces to serve the needs of al HCPS students. After navigating to the Britannica School homepage, students select to enter or search one of the following three interface options (**Figure 2**, on the next page):

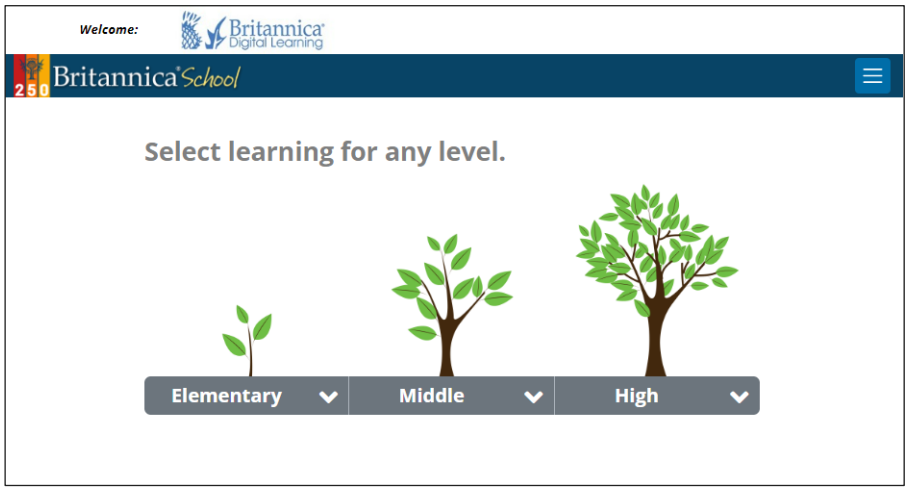


Figure 2. Guide students to the best interface and resources for them based on their desired content level or use-case.

Once users have selected their interface, they will access the content and tools associated with that level of experience as shown in **Figure 3**. In every interface, users can search using keywords in the search bar at the top of the page or can explore by reference type (e.g., articles, media, biographies) or subject.

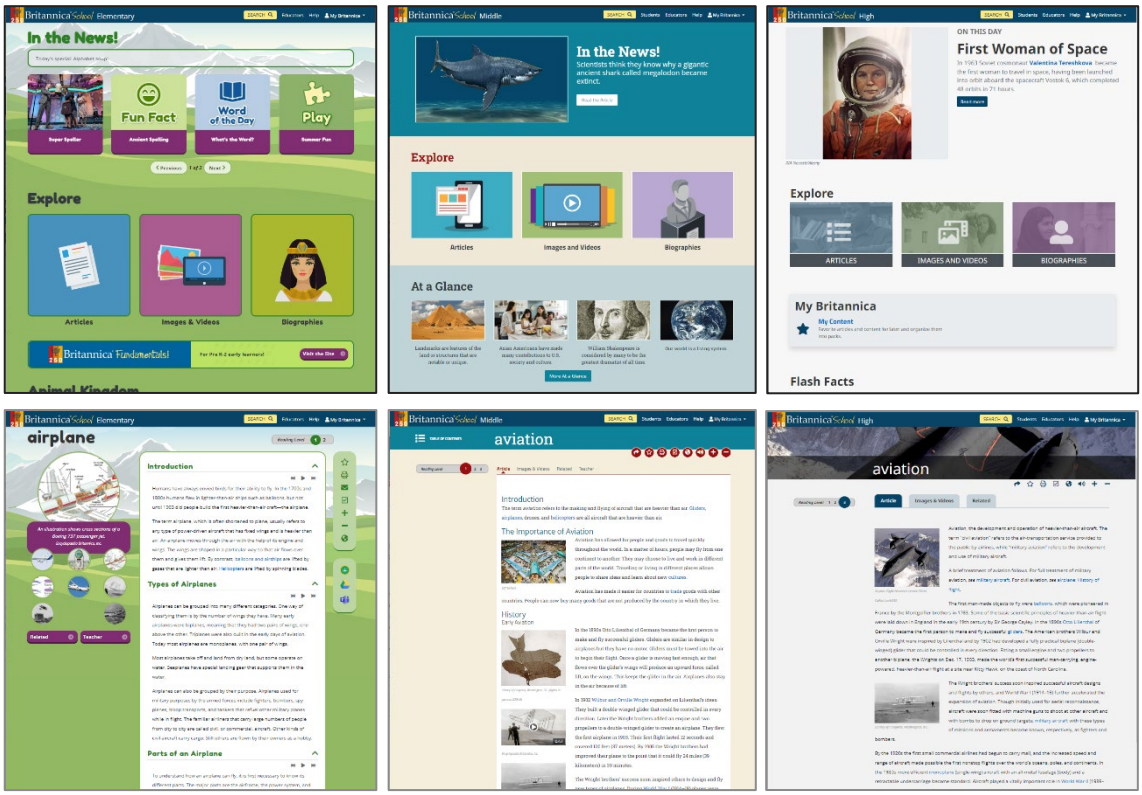


Figure 3. Engage users with user interfaces and leveled content that meets their needs and interests.

Below is a brief summary of each interface. Please note that content at different reading levels is available throughout these interfaces as noted below.

- **Fundamentals** – Designed for early learners, grades Pre-K–2, this interface (**Figure 4**, below) keeps kids on a single page with all navigation occurring within a single pane. It combines bright colors and active animations to engage younger students and provide a fun introduction to online learning.
- **Elementary**– The Elementary interface for grades 3–5 includes bright colors and visual browsing options for students. From the Elementary interfaces, students can search all content levels and choose to move up to the Middle interface.
- **Middle** – The Middle interface provides a more grown-up look and feel and allows students to change the content to lower and higher reading levels while staying in the interface that is right for them. Searching is done across all levels with a default at Level 2 (middle school).
- **High** – A still more mature look is combined with more advanced features and content sets in the High interface. As with the middle school level, students can adjust the reading level of the content displayed as needed without having to move to a page with a younger look and feel.

Figure 4. Provide Pre-K–2 students with a fun introduction to online learning with Fundamentals like biomes, read-aloud informational stories, math and literacy games, and a creative space.

Britannica Escolar

After accessing the Britannica Escolar website, HCPS users can choose between two interface levels: Primaria (Elementary) or Secundaria (Middle) as shown in **Figure 5**, next page. Once users have selected their interface, they will access the content and tools associated with that level of experience. In every interface, users can search using keywords (in Spanish) in the search bar at the top of the page or can explore by reference type (e.g., articles, media, biographies) or subject.

Figure 5. Allow users to select the interface that delivers age-appropriate content and features.

`Britannica Moderna

Upon accessing Britannica Moderna, HCPS users can use the search bar to search using a word written in Spanish (**Figure 6**). Users can also search alphabetically, browse through biographies of prominent figures, check out the video library or use the Atlas del Mundo (World Atlas) to explore different regions of the world. At the bottom of the homepage users will see the latest news from the BBC Mundo newsfeed. Clicking on the phrase Mi investigación in the top right corner of the interface allows users to quickly access the Britannica Moderna content they have previously saved by favoriting (clicking on the star) an article.

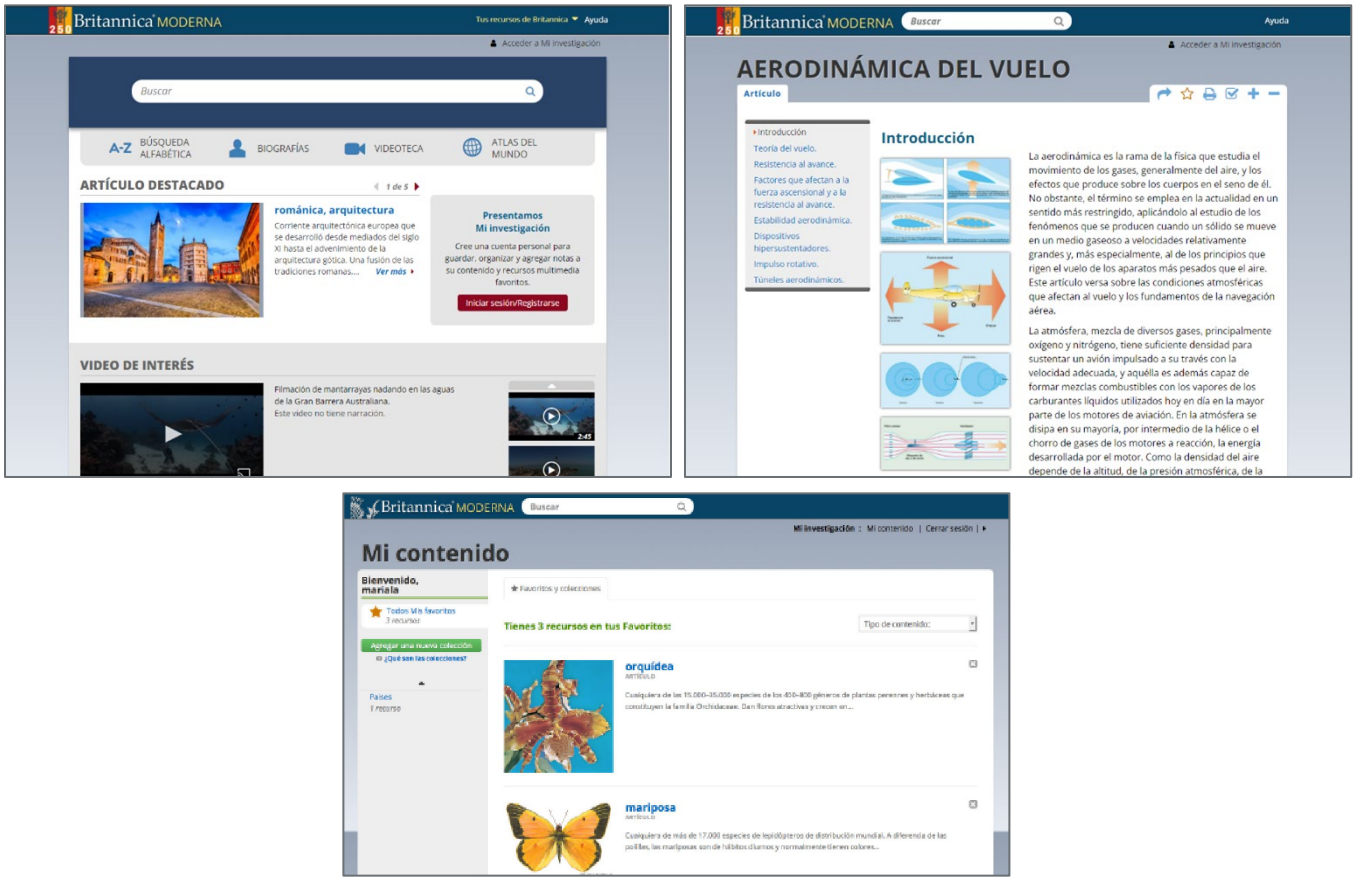


Figure 6. Provide Spanish speaking users an interface and articles in Spanish.

B. Specific Requirements

1. High School

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

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

2. Middle School

a. Academic content coverage appropriate for middle school including but not limited to: English/Literature, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts. Request at least 75% be full text.

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

3. Elementary School

a. Academic content coverage appropriate for elementary school including Virginia SOL content areas.

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

As described above, Britannica provides content covering elementary through high school level content and a wide variety of topics aligned to K–12 Virginia Standards of Learning content areas. All Britannica-developed database articles are full-text including 133,000 full-text encyclopedia articles in Britannica School complemented by primary sources such as access to letters, and speeches; full-text magazine articles; student-friendly web site links; rich multimedia (photos, illustrations, videos, animations, infographics, maps, and more). We are also proposing Spanish databases with more than 60,000 articles in Spanish (as well as complementary graphics and media as described above) and an image database of more than 3.4 million rights-cleared images for educational use. Britannica's Quick-Click Dictionary technology allows students to click on any word to retrieve its definition, audio pronunciation, and Spanish translation.

Britannica articles are indexed and searchable for quick and user-friendly browsing (**Figure 7**, next page). The search function provides users with multiple index searching and filtering options including:

- Keyword Searching
- Subject Browsing
- Multimedia Browsing
- BOOLEAN Searching
- Advanced Searching
- Lexile Level Filter

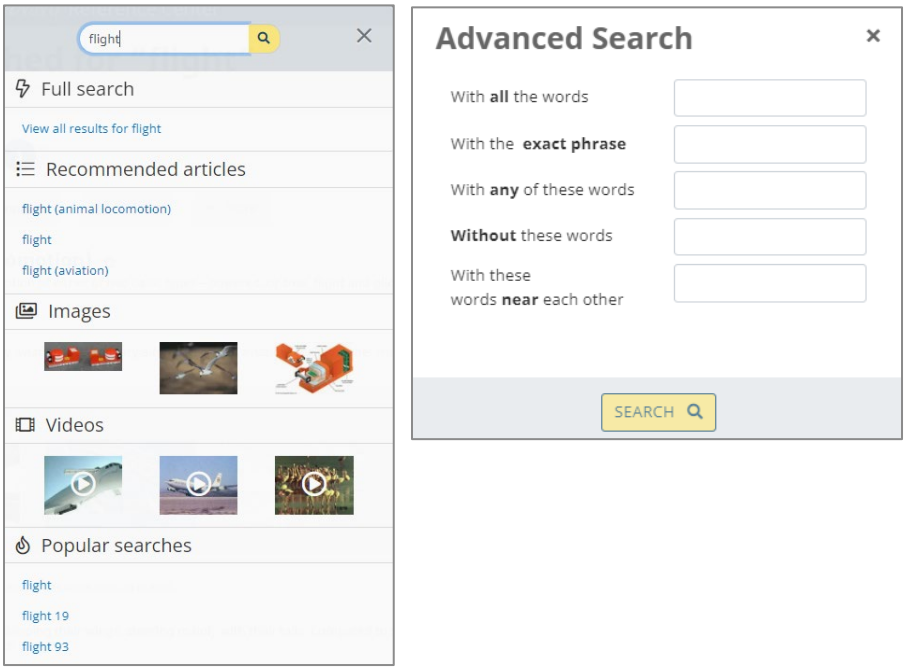


Figure 7. Search results are organized by resource type and can be further filtered using the advanced search.

As described above, the Teaching Tools (**Figure 8**) section in Britannica School includes a space where HCPS educators can browse for content aligned to Virginia Standards of Learning and create and save lesson plans. Teachers can also find the free video tutorials and a user guide in this area.

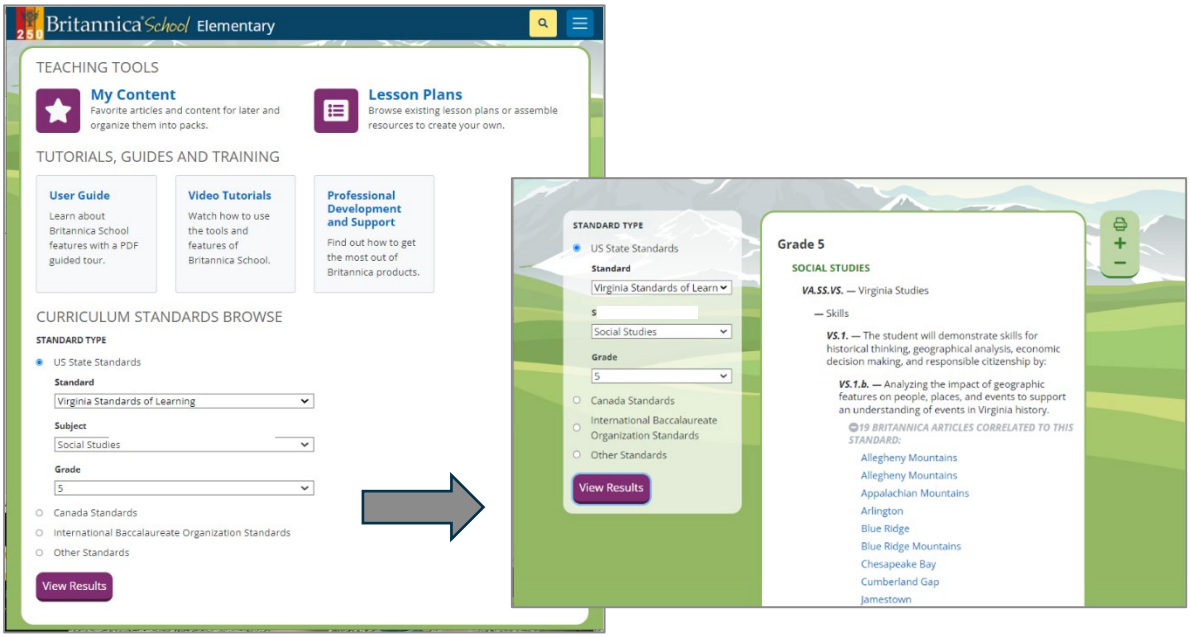


Figure 8. Search for articles aligned to Virginia state standards.

C. Reporting

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

We describe our metrics and provide sample reports in *Tab 7 – Reporting and Monitoring.*

D. Training and Support

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

Our optional paid professional learning is described in *Tab 8 – Training and Professional Development.*

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

Toll-free customer support is available during the hours of 9 AM to 6 PM Eastern Standard Time, Monday–Friday.

III. Technology Requirements

A. User Interface

1. Browser Support – the proposed solution shall:

a. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.

Our products are available to use on demand, on any device using a standard browser. Britannica's online products are built with a responsive design, so content adjusts to fit the user's display without losing content or degrading the user experience. Whether HCPS teachers and students need to work at school, at home, or from another remote location, our educational products will be accessible wherever they have Internet.

To maximize performance, we recommend using an up-to-date version of Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Edge.

b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.

Britannica will maintain compatibility with the listed browsers and any future versions/updates/releases of these browsers for the duration of the contract.

c. Only require standard browser plugins.

The proposed databases may contain resources that require a PDF reader to view. A default viewer is included with most operating systems and web browsers. If missing, your browser may prompt you to download one to view certain content. We advise using an up-to-date version, and Adobe Acrobat Reader can be downloaded for free.

2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

To fulfill the objectives of our accessibility commitment, we have adopted as our primary guidelines the Section 508 website accessibility standards set forth by the U.S. General Services Administration and also the Web

Content Accessibility Guidelines (WCAG) 2.0 recommended by the World Wide Web Consortium (W3C). We continuously test Britannica sites for compliance with the accessibility standards set forth above and try our very best to remain compliant.

The accessibility of Britannica sites, however, depends on third-party technologies provided by the operating systems, hardware platforms, and assistive technologies, all of which can affect the level of accessibility of Britannica sites.

We will continue to enhance the accessibility of our online products as greater functionality becomes available to ensure ongoing usefulness to all users, including those with different abilities.

We also are committed to addressing issues that prevent the use of our software by people with different abilities. We welcome user feedback and suggestions. If HCPS users have any comments or questions about our online products and the accessibility thereof, they can contact Britannica Customer Support at 1-800-621-3900, ext. 7160 or go to the Britannica Customer Support form.

3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.

Our proposed solution is cloud-based and accessed via an internet browser.

4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

As described in response to general requirement number 12, above, Britannica's solutions provide intuitive user interfaces for ease of use by teachers and students.

5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).

Our products are available to use on demand, on any device using a standard browser. Britannica's online products are built with a responsive design, so content adjusts to fit the user's display without losing content or degrading the user experience.

B. Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.

Britannica's proposed solutions do not require user accounts, authentication takes place at the district or building level.

2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.

Our proposed solution does not require staff or students to have an account and password. Optionally, should the district desire, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.

Currently the district uses IP authentication to access Britannica solutions. Britannica School also supports LTI authentication through Schoology, Classlink, Canvas, Safari Montage. Britannica ImageQuest, Britannica Escolar, and Britannica Moderna also support those same authentication methods with the current exception of not supporting Schoology.

4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.

Through the offered authentication methods, the proposed Britannica resources identify users as belonging to a HCPS account and provide access to the subscribed-to resources.

Britannica usage can be reported down to the building level if authentication methods are set up to support such reporting. Currently HCPS usage is set up to report all elementary schools together as one category and the remainder of schools as a separate category.

5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

a) LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology)

b) SIF - Student Information framework

c) Exchange of information through Clever - a third party vendor for exchanging common data for school systems; the Successful Offeror is responsible for any costs incurred with Clever implementation.

d) File exchange via the IMS OneRoster format to a vendor supported sFTP server

e) File exchange to a vendor-supported sFTP server. If this option is used the vendor must provide all specifications for file requirements in their proposal.

Student, staff, course, roster or school information is not required for use of the proposed Britannica resources, but, optionally, should the district desire, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

Britannica School supports LTI authentication through Schoology, Classlink, Canvas, Safari Montage. Britannica ImageQuest, Britannica Escolar, and Britannica Moderna also support those same authentication methods with the current exception of not supporting Schoology.

6. No additional fees may be charged to HCPS for data integration

Britannica acknowledges this requirement.

7. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.

We describe data exchange in *Tab 5 - Technical Administration, User Interface, and Integration*.

8. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred. The proposal shall provide a detailed description of the implementation and support the solution has for LTI version 1.1 Ⓡ or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).

We describe data exchange in *Tab 5 - Technical Administration, User Interface, and Integration*.

C. Infrastructure and System Administration

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

The proposed solution includes secure, web-based databases hosted on the AWS platform.

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

Britannica is dedicated to ensuring the security and privacy of our customer data, we describe the administrative and technical safeguards we maintain in Tab 6 – Infrastructure and System.

The subscribed-to products are compliant with laws regarding child and student privacy and protection including provisions of the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Protection of Pupil Rights Amendment (PPRA).

Britannica obtains consent from the subscribing school/district. as permitted by law, by entering into a subscription license agreement for each subscribed-to product with the consenting school/district. The agreement permits Britannica to collect certain personal information solely for the use and benefit of the subscribing institution and for no other commercial purpose.

Types of personal information that may be collected by use of the products (as permitted by agreement with the subscribing institution) include: IP addresses of users; meta data on user interaction with the subscribed-to product; student grade level; homeroom; student school enrollment; student scheduled courses; teacher names; local and state school ID numbers; assigned student ID number; student app username; student first and/or last name; student responses to surveys or questionnaires; and student generated content. This data is stored for the length of time permitted by and agreed upon in our agreements (including data protection agreements) with the subscribing institution and at the direction of the subscribing institution or as otherwise required by applicable laws. Certain data may be shared solely with a Britannica-approved third-party service provider solely as may be necessary to deliver the product and its services in the manner described and as contracted for by the subscribing institution.

Our accredited and experienced data privacy team oversees the policies, procedures, and systems that ensure security and privacy. This would be happy to answer specific questions related to compliance with specific local, state, and federal laws related to student data privacy.

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

Our proposed solutions are developed specifically for K–12 school use and do not contain commercial content nor do they serve as a vehicle to market goods and services to students.

4. Web Accessibility

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

ii. Deafness, hearing impairment

iii. Speech impairment

iv. Mobility, strength, dexterity or reach impairment

b. The solution shall support the use of commonly available screen readers.

c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).

d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

To fulfill the objectives of our accessibility commitment, we have adopted as our primary guidelines the Section 508 website accessibility standards set forth by the U.S. General Services Administration and also the Web Content Accessibility Guidelines (WCAG) 2.0 recommended by the World Wide Web Consortium (W3C). We continuously test Britannica sites for compliance with the Level AA accessibility standards set forth above and try our very best to remain compliant.

The accessibility of Britannica sites, however, depends on third-party technologies provided by the operating systems, hardware platforms, and assistive technologies, all of which can affect the level of accessibility of Britannica sites.

We will continue to enhance the accessibility of our online products as greater functionality becomes available to ensure ongoing usefulness to all users, including those with different abilities.

We also are committed to addressing issues that prevent the use of our software by people with different abilities. We welcome user feedback and suggestions. If HCPS users have any comments or questions about our online products and the accessibility thereof, they can contact Britannica Customer Support at 1-800-621-3900, ext. 7160 or go to the Britannica Customer Support form.

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

As the nature and content of our databases generally do not require the full student population of a school district to log on at the same time, Britannica does not currently have any evidence from which we can draw to specifically demonstrate support for 60,000 concurrent users. As far as we are aware, HCPS has not experienced latency or bandwidth issues resulting from current usage.

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

LDAP authentication is not applicable to our solution.

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

There is no comparable resource that has the amount of content and multimedia that Britannica offers or our frequency of updates. Britannica provides daily content updates, and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media to the Britannica School databases annually. HCPS is welcome to send requests for additional supporting data or modifications of current data via email and our editorial team will review and consider if such requests meet our editorial policies and content guidelines.

All Britannica School content that was developed by our editorial team aligns with Britannica's editorial policies and guidelines for developing and providing content at appropriate audience levels. Should HCPS contest the appropriateness of specific content for a specific age or audience, Britannica will review the material in question to ensure it aligns with our editorial policies and guidelines. Whether or not the material will be edited or removed will be dependent on the extent to which we find the material aligns to our policies, the findings of which will be explained in our response to HCPS. Should Britannica find the material in question does not meet our policies and guidelines, we will edit the content to meet our guidelines.

For Britannica School content provided by our 3rd party content providers, the following controls may apply (dependent of the type and source of content):

1. An account setting may be offered that allows us to turn off content entirely at the individual account level, as long as they've been set up in our system as independent accounts.
2. We may ask the content provider to delete an entire title from our collection
3. We may entirely remove an individual website link from our database.

D. Computer, Software, and Network Specifications

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

- ***1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students***
  - ***a. Windows Laptop***
    - ***i. Software***
      - ***1. OS – 64-bit, Windows 10, 1909 or higher; Win11***
      - ***2. Browsers – Google Chrome 98.x or above; Microsoft Edge 98.x or above***
    - ***ii. Hardware: Dell Laptops – All:***
      - ***1. Specifications:***
        - ***a. Displays: 11" – 14" depending upon model***
        - ***b. Network connections: wireless***
  - ***b. Chromebooks (primary device for Elementary Students; 1st-5th)***
    - ***i. Software 1. Chromium OS 97.x+ or above***
    - ***ii. Hardware: Dell Chromebook 3100 (touch & non-touch):***
      - ***1. Specifications:***

a. Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display

c. iOS Devices - Elementary and Secondary

i. Software

1. iOS version - 15.x

2. Safari browser

ii. Hardware (Based on iPad MR7F2LL/A)

1. Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology

2. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N

As proven by the current use of Britannica solutions throughout the district, our solutions are compatible with the district's current computer, software, and network Specifications as described above. Britannica maintains compatibility with updates/patches/versions of listed software. To maximize performance, we recommend using an up-to-date version of Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Edge.

E. Networking Environment

1. District Internet Bandwidth

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

2. Firewall Protection

a. Firewalls are in use

As proven by the current use of Britannica solutions throughout the district, our solutions are compatible with the district's current networking environment as described above.

Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity

In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror's should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicitated in this RFP. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

a. Years in business

b. Experience in PreK-12 education market

c. Number of current customers

Encyclopædia Britannica has published the most authoritative general reference encyclopedia in the English language for over 250 years. Over the past 28 years we have also serviced customers with online digital database offerings, having begun publishing online in 1994.

Our proven record of providing excellent programs and customer service to clients all around the globe leads to high renewal and expansion rates. Many state and local libraries, as well as school districts across the country, have been clients of Britannica for decades. The award-winning Britannica School is our most widely used school and library product and is reaches 1.4 million students across 100+ countries including 2 out of 3 U.S. students through 20+ statewide and consortium contracts.

Britannica partners with thousands of libraries and school districts across the country to deliver the same solutions offered to HCPS schools within this proposal. We ensure success by providing cross-department support in the following categories:

- **Customer Service** – available by phone or email. The team is committed to providing the most responsive support possible and available to answer quick functionality questions as well as aid in navigating platforms.
- **Sales Support** – each account is assigned an Account Executive to assist with current solution orders/expansion and provide information pertaining to new products.
- **Professional Services** – we provide access to asynchronous and live webinar trainings that are hosted monthly as well as optional paid professional learning sessions and workshop sessions to help plan, develop, and implement new and expanding programs.
- **Product Support** – our team is proactively involved with accounts to learn how and why solutions are successful and identify areas for improvement based on customer feedback.

Our experienced team is ready to support the success of Henrico librarians, teachers, and students as they use our solutions. The following individuals will be primarily responsible for supporting this contract if. Their resumes are included at the end of tab 3.

Pat Salazar - Regional Account Executive

Pat Salazar is a senior-level business development executive with over 25 years in Education Technology and a proven track record of building sustainable, revenue-producing partnerships with school districts and campuses

across the Northeast Region. Pat is responsible for building and maintaining relationships with campuses and administrators to maximize new and existing partnerships. She will also work closely with Britannica's internal administration team to ensure invoices and related documentation are prepared and submitted according to contract requirements.

Rick Booms - Vice President of Sales

For the past 20+ years, Rick has worked with executive teams to develop high-performing sales and account management departments. Working closely with statewide and district partners, Rick has focused on generating the greatest value from their investments in the products and services he represents. Rick specializes in optimizing sales and support teams around customer service and looks forward to supporting the New Jersey statewide program.

James Paulson - Customer/Technical Support Manager

Jim has been a part of the Customer Support team at Britannica for over 10 years to ensure all customer needs are met in a timely manner with the best results. Jim will partner with New Jersey support to provide ongoing technical and implementation support for all solutions, including all forms of authentication, updates to accounts, and providing usage reports. Jim has gained great knowledge in providing personalized implementation solutions during his years at Britannica working with numerous state and large district contracts. Our customer support has always been an essential piece to providing the best service for all customers.

In Tab 10 we provide three references who can attest to the quality of Britannica solutions and services. Britannica has the financial capacity to continue to support HCPS's implementation and expansion of Britannica resources. If required, upon receipt of a request by HCPS, Britannica can provide on a confidential basis a certified audited financial statement as proof of capacity.

Patricia M. Salazar

Chicago, IL
Phone: 312-347-7000 x7954
Email: psalazar@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Senior Account Executive, K–12 1997–Present

- Manage day-to-day functions of a multi-state sales territory
- Meet and exceed assigned renewal quota for Northeast Region
- Maintain strong, trusting relationships with volatile customer base
- Assist in contract negotiations for statewide consortia
- Manage key renewal accounts for territory growth
- Present and demonstrate all products effectively to clients and prospects
- Build strong internal support by working with company employees/individuals across the organization
- Work with various Microsoft programs to develop reports, product announcements and provide customer quotes
- Utilize Salesforce effectively to generate sales and territory reports
- Created and currently maintaining an Excel database spreadsheet to manage key accounts totaling $2,166,364 for renewal, growth and new business

Supervisor and Manager of College Telemarketing 1991–1996

- Generated over $4 million dollars in new sales opportunities over a 5-year period
- Develop new business and increased customer base in education market by 15%
- Meet assigned quotas for sales and strategic objectives
- Develop marketing programs and sales strategies for U.S. College and University Market.
- Hire and train new sales representatives, as well as existing sales representatives.
- Reorganized sales territories, quotas, commissions for Inside Sales Organization.

Education

DePaul University, Chicago, IL.

Completing coursework toward a B.A. in Marketing

Moraine Valley Community College, Palos Hills, IL.

A.A.S. in Information Management Systems

Richard (Rick) Booms

Chicago, IL
Phone: 312-347-7323
Email: booms@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Vice President of Sales 2021–Present

- Responsible for North and South American sales, marketing and customer support.

Great Books Foundation, Chicago, Illinois

Executive Director of Sales and Marketing 2020–2021

- Drove operational improvement and streamlines sales efforts, spurring 30% growth in sales.

ASUG, Chicago, Illinois

President – Eventful Conferences 2018–2019

- Drove operational improvement and worked to align Eventful with ASUG in order to improve the net income of the business.

SVP of Sales and Business Development 2016–2018

- Through a sales team transformation, generated 20% revenue growth.

Encyclopædia Britannica, Chicago, Illinois

Director of Sales Operations and Marketing 2015–2016

- Implemented a new website, marketing automation and launched a social media strategy leading to 45% growth in lead generation and a 25% increase from our desired buyer persona.

Director of Sales Operations and Analytics 2011–2015

- Implemented sales best practice to generate a yearly cost savings of $1M and drive operational efficiency and growth through customer tiering (CLTV) and SLAs.

Director, West Regional Sales 2007–2011

- Managed new business development and account retention in a 15-state territory.
- Directed national email marketing.
- Achieved top ranking sales growth and margins.

National Accounts Manager 2006–2007

- Directed national retention efforts for 2,500+ accounts, exceeding annual quota
- Improved retention and customer knowledge by leveraging the CRM database and strategic compensation initiatives.

Business Analyst 2003–2006

- Analyzed and reported to executive management on profitability and market/customer trends
- Made recommendations to accelerate digital strategy to reposition the company, in response to the declining print business
- Conducted forecasting, budgeting, and planning
- Created and managed the Institutional Sales CRM

FleetBoston Financial, Boston, Massachusetts

Corporate Strategy Analyst 2001–2003

- Performed internal investment banking and consulting projects for senior leadership

Education

University of Notre Dame, Mendoza College of Business, Notre Dame, Indiana

MBA Business Administration and Management

Brown University, Providence, Rhode Island.

B.A. in American History

Britannica Digital Learning

James Paulson

Chicago, Illinois
Phone: (800) 621-3900 Ext. 7160
Email: jpaulson@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Customer Support Team Manager 2014–Present

- Trains staff on customer service best practices and protocols to maximize efficiency and improve customer satisfaction
- Identifies and resolves customer service and product control issues to minimize adverse effects to management and business direction
- Trains and mentors new team members to promote productivity, accuracy, and friendly customer service

Technical Support Representative 2010–2014

- Reviewed support cases for technical and troubleshooting accuracy and identified needed improvements in processes
- Created new accounts, reset passwords and configured access to servers and file management software for users
- Assessed customer bug reports and enhancement requests and prioritized development to streamline response

OPUS ISM, Little Falls, NJ

Customer Service Representative Manager 1988–2010

- Cross-trained staff members, resulting in 95% increase in customer satisfaction ratings
- Developed open and professional relationships with team members, enabling better, more effective customer service
- Organized and managed sales center hiring, training, and employee scheduling to maximize productivity
- Evaluated call center statistics to identify areas in need of improvement and devised proactive strategies to realign results with targets
- Drove quality customer experiences by leading retention strategy development and conflict resolution to improve overall support delivery
- Trained new hires on relationship building, benefit-oriented sales presentations, sales processes and protocol, product knowledge, customer needs analysis and overcoming objections
- Trained new employees on company policies, procedures, techniques and customer service standard
- Supervised and trained customer service team members to provide exceptional service, driving retention and satisfaction
- Supported organizational change in processes from paper billing to electronic invoicing systems to boost efficiency
- Oversaw addressing of customer requests for friendly, knowledgeable service and support

Education

Seton Hall University, South Orange, NJ

Completed select coursework in the study of communications

Tab 4 – Service Approach and Implementation

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

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

Our proposed solution is described in detail in *Tab 2 – Statement of the Scope*. To provide HCPS reviewers with a demonstration of our products, we provide credentials below to access the proposed products for an evaluation period from June 17, 2022, through July 15, 2022.

- **Britannica School**, English language content for K–12 students and their educators: https://school.eb.com
- **ImageQuest**, rights-cleared images for use by K–12 students and their educators https://quest.eb.com/
- **Britannica Escolar**, Spanish language content for K–8 students and their educators: https://escolar.eb.com
- **Britannica Moderna**, Spanish language content for high school students and their educators: https://moderna.eb.com

Access ID: **hcpsrfp**
Passcode: **2022**

To help reviewers navigate our solutions, we have also included Guided Tour documents in *Tab 13 – Appendices*. These documents provide a guided tour of each resource. Our team would also be delighted to provide a demonstration of our solutions.

b. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)

We have provided a copy of our form of subscription licensing agreement at the end of Tab 4.

c. Any terms and conditions the "end user" is required to accept;

None. Our Usage Rules are contained in the posted Terms of Use and in the form of subscription license agreement, but end users are not required to check a box "accepting" the terms of use.

d. Discuss how parental consent is handled, if required; and

In accordance with our form of subscription license agreement, as the same will be amended by the Virginia School Data Privacy Agreement, in performing the subscribed-to services as requested by HCPS, for the purposes of FERPA and state law, Britannica shall be considered a "School Official" (as defined by FERPA), under the control and direction of HCPS with respect to parental consent and the use of HCPS Data, including Personally Identifiable Information (as defined in Exhibit "C" of the VA SDPA) from Pupil Records (as defined in Exhibit "C" of the VA SDPA) that may be transmitted to Britannica through HCPS and its students' use of the subscribed-to services. Accordingly, in accordance with Britannica's form of subscription license agreement, as the same will be amended by the VA SDPA, to the extent permitted under COPPA, HCPS shall consent to student data collection by Britannica (as a School Official and solely to the extent necessary to provide the subscribed-to services) on behalf of parents and notify parents of the same.

e. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

As a current Britannica customer, HCPS's implementation of our proposed solution would be immediate and not require any additional tasks after contract award. Should HCPS choose to add Britannica Escolar and Britannica Moderna to its services as proposed, activation typically occurs within 1-2 business days of receipt of account information following confirmation of contract. Britannica has the resources to support HCPS's continued and expanded use of our solutions by July 1.

Additionally, if the Division chooses to purchase optional professional learning services, the Britannica professional learning consultant team would work with the Division to schedule those services following contract award.

BRITANNICA DIGITAL LEARNING
SUBSCRIPTION LICENSE AGREEMENT

THIS BRITANNICA DIGITAL LEARNING SUBSCRIPTION LICENSE AGREEMENT ("**License Agreement**") governs Subscriber's subscription to and use of the Services.

This License Agreement is between Encyclopaedia Britannica, Inc., a Delaware corporation, its subsidiaries and its affiliates (collectively, "**Britannica**"), and the undersigned Institution (the "**Subscriber**" and, together with Britannica, the "**Parties**" or "**parties**"), and is effective as of the earlier of the date Subscriber signs or otherwise accepts this License Agreement (including by executing or otherwise accepting an Order Form) or the date of Subscriber's first use of or access to the Services. This License Agreement incorporates all Order Forms (as defined below), and, to the extent terms and conditions set forth herein conflict with any term or condition contained in an applicable Order Form, the terms and conditions set forth herein shall control.

By accepting the Agreement (defined below), either by signing this License Agreement, clicking a box indicating acceptance, or executing an Order Form that references this License Agreement, or using or accessing the Services, Subscriber agrees to the terms and conditions set forth herein. Each person who signs or otherwise accepts this Agreement, or an applicable Order Form, on behalf of Subscriber represents that they have the authority to bind Subscriber and its affiliates to the Agreement, including the terms and conditions of this License Agreement. If the undersigned does not have such authority or does not agree with the terms and conditions of this License Agreement, the undersigned must not accept the Agreement and Subscriber and Users may not use the Services.

For good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties additionally agree as follows:

1. Definitions.

"**Administrator**" means, if applicable, a Subscriber-designated User or Users (other than Student Users) who administer Subscriber's Services account and has access to permissions and other sensitive settings. For the avoidance of doubt, an Administrator may be a Britannica employee.

"**Agreement**" means, collectively, (a) this License Agreement; (b) the applicable Order Form(s); and (c) if applicable, any student data protection agreement, amendment, or addenda to this License Agreement entered into in writing between the Parties.

"**Applicable Laws**" means, collectively, the laws and regulations of the United States and in the district, locality or state of the Public Institution's main campus that govern the Public Institution.

"**BDL Products**" means Britannica's Britannica Digital Learning suite of educational products more particularly described on Britannica's website at https://britannicalearn.com/products/.

"**Britannica Content**" means Content provided or made available by Britannica and its licensors for use within the Services.

"**Consortium**" means an association of two or more Schools, School Districts, or related entities with the objective of pooling their resources to procure the Services for the benefit of all "**Consortium Members**." If applicable, Consortium Members are listed on **Schedule A** to the Order Form, which is incorporated by reference herein.

"**Content**" means text, graphics, photos, images, sounds, music, videos, audiovisual combinations, software files or applications and all other content and materials.

"Educational Purposes" means for the purpose of education, teaching, distance learning, private study and/or research, including use in reports, dissertations, school newspapers, presentations, courses, blogs, websites, lesson plans, smartboards, and for other noncommercial, educational or personal purposes in accordance with the Usage Agreements. For the avoidance of doubt, Educational Purposes shall not include use in connection with any fundraising or other promotional, sales, or profit-generating event.

"**Fees**" means the Total Fees described in an Order Form.

"**Institution**" means a School hereunder.

"**Institutional Privacy Policy**" means Britannica's privacy notice for subscribers to and student users of the Services

located at https://corporate.britannica.com/privacy.html, as the same may be amended from time to time and published on the Services, or as otherwise provided in writing to Subscriber.

"**Linked Services**" means and includes the applications, widgets, websites or mobile, desktop or other services that may be linked with a User's account on the Services.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means an ordering document, including a Britannica order form, quote or invoice, that specifies the Services purchased and subscribed-to by Subscriber under this License Agreement. Each Order Form shall include the Service ordered, licensed population size, pricing, bill to, sold to, form of payment, and the Service-subscription term. Order Forms shall be subject solely to and incorporate by reference the terms of this License Agreement. If there is a conflict between the terms of this Agreement and the terms of an Order Form, the terms of this License Agreement will control. For the avoidance of doubt, Subscriber may submit separate Order Forms each specifying the Services to be provided by Britannica hereunder, and each Order Form shall incorporate the terms and conditions of and be governed by this Agreement. Submitting or acceptance of an Order Form or Subscriber's use of or access to the Services shall constitute Subscriber's unconditional acceptance of this Agreement. Order Forms can be accepted by Britannica only in accordance with the terms of this License Agreement. Additional or different terms proposed by Subscriber will not be applicable unless accepted in writing signed by Britannica. No change, modification, or revision of an Order Form or this License Agreement shall be effective unless in writing and signed by both Subscriber and Britannica.

"**Public Institution**" or "**Public**" means or refers to a School that is majority-owned by or is a legal branch or agency of a local, state or federal government, or other like publicly owned or operated entities.

"**Remote Access**" means access to the Services by Users (not including Walk-In Users) for personal use from their personal computer or other personal mobile device, including, without limitation, smartphones and tablets.

"**School**" or "**Institution**" means Public and private K-12 or primary and secondary schools, School Districts, and related facilities, including Consortiums and Public Institutions, but excluding any instance where any of the foregoing offers training or professional development to business or corporate entities. For purposes of this Agreement, unless otherwise indicated, the School's state of formation is the U.S. state in which the School is located.

"**School District**" means an Institution that executes and administers this Agreement on behalf of a of Public-School system comprised of several towns within a state.

"**Secure Authentication**" means access to (a) the Services by means of authentication determined by Britannica in its sole discretion, including, without limitation, referral URL or LTI authentication, and, (b) if applicable, individual, User Service accounts using unique usernames and passwords.

"**Secure Network**" means a network that is only accessible by Secure Authentication.

"**Services**" means one or more of the Services (BDL Products) subscribed to by Subscriber pursuant to this Agreement, and includes the Britannica Content.

"**Student Data**" means either (a) education records of students, as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), or (b) any other personally identifiable information about a Student User, except that Student Data does not include a record that has had personal data removed such that the student's identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

"**Student User**" means a student enrolled at a subscribing School who has been granted access to the Services pursuant to this Agreement.

"**Subscribed-To Services**" means one or more of the Services specified on an Order Form(s) submitted to Britannica by Subscriber and for which Subscriber has paid Britannica the applicable Fees.

"**Subscriber**" means the Institution signing the Order Form for purposes of subscribing to one or more of the Services.

"**Subscriber Data**" means all electronic data or information submitted by the Subscriber or its Users to the Services, including Student Data, except that Subscriber Data does not include a record that has had personal data removed

such that an individual's identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

"**Terms of Use**" means the usage rules and other terms and conditions applicable to Users of the Services set forth in Section 1 of the Britannica Terms of Use located at https://corporate.britannica.com/termsofuse.html, as the same may be amended from time to time and published on the Services, or as otherwise provided in writing to Subscriber.

"**Usage Agreements**" means collectively, the Britannica (1) Terms of Use (https://corporate.britannica.com/termsofuse.html) and (2) Institutional Privacy Policy (https://corporate.britannica.com/privacy.html).

"**Usage Rights**" means any usage terms specified in an Order Form and the Usage Agreements. Subject to Britannica's prior approval and payment of additional Fees, Subscriber may increase the population size of its Users as evidenced by an amended Order Form.

"**User**" means, as applicable, a Subscriber's (1) students; (2) teaching staff members; (3) administrators; (4) employed staff; or (5) other individuals each of whom are authorized and paid for by Subscriber to use the Services and to whom Subscriber (or, when applicable, Britannica at Subscriber's request) has supplied a username and password (for Secure Authentication), including Walk-In Users. If applicable, Users also may include Subscriber's consultants and contractors. For the avoidance of doubt, Users' rights hereunder shall be personal to the User and members of their immediate family residing with such User. Such rights of use are not transferrable and Users shall be responsible for protecting the confidentiality of their credentials for access to the Services (e.g. usernames and password) and complying with any guidelines prescribed by Britannica from time to time to prevent unauthorized access to the Services. Subscriber agrees to immediately notify Britannica of any unauthorized use or other breach of security. Britannica reserves the right to perform one-way encryption for passwords for account maintenance purposes.

"**Walk-In Users**" are persons who are allowed by the Subscriber to access its information services from computer terminals or otherwise within the physical premises of the Subscriber. For the avoidance of doubt, Walk-In Users may be given access to the Services by any wireless Secure Network. Walk-In Users are not allowed Remote Access (as defined below) to the Services.

2. Grant of License.

a) **Provision of the Services; Permitted Uses**. Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees and other charges, if any, set forth in an Order Form, Britannica shall make the Services available to Subscriber, and grants Subscriber, and Subscriber accepts, a non-exclusive license during the Term to (i) access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes, and (ii) permit Users to access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes.

b) **Number of Users**. Pursuant to Britannica's population-size licensing model, Subscriber may grant access to and permit use of the subscribed-to Services by the number of Users in Subscriber's licensed-User population as specified on an applicable Order Form.

c) **Applicability of the Terms of Use**. Other than as expressly set forth in this Agreement, Britannica makes the Services available to Users, and permits the above uses, subject in full to Subscriber's and each User's use in compliance with the Terms of Use (https://corporate.britannica.com/termsofuse.html).

d) **Remote Access**. This Agreement permits the Subscriber to provide Remote Access to the Services by all Users except Walk-In Users. Subscriber shall not knowingly offer or make Remote Access available to business entities or other institutions (including educational institutions), and shall use its best efforts to inform Users that Remote Access is available to them for personal use only. Subscriber agrees that it will not market or promote Remote Access to business entities or other institutions and that it will terminate Remote Access to any location that Subscriber determines is a business entity or other institution (including educational institutions).

e) **Consortiums.** If applicable, Subscriber agrees and represents that it has the agreement of all Consortium Members to enter into this Agreement and that each Consortium Member accepts and agrees to the terms and conditions of the Agreement, as if it had itself executed the same. Consortium Members and their Users are entitled to the rights, responsibilities, and privileges set forth for Subscriber under this Agreement. Subject to Britannica's prior approval, Subscriber may increase the number of Consortium Members and related Usage

Rights by providing prior written notice thereof and paying additional Fees, as determined by Britannica and set forth in an Order Form.

3. Britannica Responsibilities.

a) **Provision of the Services.** Britannica will (1) make the Services and Britannica Content available to Users pursuant to this License Agreement, any applicable Order Form, and, with respect to Users, the Usage Agreements; and (2) provide applicable training and support for the Services as detailed in an Order Form.

b) **Protection of Subscriber Data**. Britannica will maintain administrative and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Subscriber Data by Britannica personnel except (1) to provide the Services and prevent or address Service or technical problems; (2) as compelled by law; or (3) as Subscriber expressly permits in advance, in writing.

c) **Data Processing**. The "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html applies to the use of the Services by Subscriber and its Users, and Britannica's processing of Service-related data, including Subscriber Data, in connection with the Subscribed-To Services. All personal data processed by Britannica in connection with this Agreement and the Subscribed-To Services will be processed by Britannica in accordance with the terms and conditions set forth in this Agreement and as described in the "Children's Privacy" section of the Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

d) **Compliance with Applicable Laws.** Britannica shall comply with all applicable local, provincial, state, federal and foreign laws in providing the Services, including, without limitation, FERPA and COPPA (defined below).

4. Subscriber Responsibilities.

a) **License Limitations**. In addition to any and all limitations set forth in the Terms of Use (https://corporate.britannica.com/termsofuse.html) and for the avoidance of doubt, Subscriber shall not, and shall not permit Users to: (1) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party; (2) use the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, rules, or regulations, including the Applicable Laws; (3) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (4) use the Services to send or store Malicious Code; (5) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (6) attempt to gain unauthorized access to the Services or its related systems or networks; or (7) use the Services or Content included or created therein for purposes other than Educational Purposes.

b) **Student Data**. Subscriber represents, warrants, and covenants that it has all necessary consents in respect of any Student Data that it shares with Britannica to enable Britannica to provide the Services in the manner described herein and in the Usage Agreements. Subscriber hereby grants Britannica a non-exclusive license for the duration of the Agreement (and for thirty (30) days thereafter) to use the Student Data as reasonably required to provide the Services and as described in the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

c) **Usage Limits; Excess Use**. The Services are subject to usage limits, including, for example, the Usage Rights and User-population size specified in an Order Form. If Subscriber exceeds its Usage Rights ("**Excess Use**"), Britannica may work with Subscriber to seek to reduce Subscriber's usage so that it conforms to the agreed upon limits. If, notwithstanding Britannica's efforts, Subscriber is unable or unwilling to abide by the Usage Rights set forth in an Order Form, Britannica, in its sole discretion, may (1) request that Subscriber execute an Order Form for additional Usage Rights and pay any invoice for Excess Use (an "**Excess Usage Invoice**") in accordance with Section 7 below, and/or (2) terminate Subscriber's subscription without penalty or repayment of any kind by Britannica.

d) **Administrator and User Accounts**. If applicable, Subscriber is responsible for designating Administrators for its Services' accounts, maintaining updated Administrator contact information, and managing access to Administrator accounts. In addition, if Subscriber has the ability to create User accounts, Subscriber agrees:

1. It is responsible for ensuring that all Users are informed of and familiarize themselves with the Usage Agreements.

2. If a User is a Student User:

   i. If applicable, Student User accounts will be created by an Administrator on the student's behalf and not by the Student User directly.

   ii. It will closely supervise all use of the Student User accounts.

   iii. It shall obtain all necessary consents and agreements (including from both the Student Users and the Student Users' parents) to (A) allow each Student User's use of the Services and Britannica Content, and (B) bind Student Users to the Usage Agreements.

   iv. It is responsible for assuring that all use of the Services by Student Users is in full compliance with all applicable laws, rules and regulations, including, without limitation privacy and educational laws, rules and regulations, including, without limitation, the Children's Online Privacy Protection Act ("**COPPA**") and FERPA, and does not violate any third party rights.

To the extent permitted by Applicable Law, Subscriber agrees to defend, indemnify and hold Britannica harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of any of the foregoing obligations by Subscriber, including, without limitation, from any claims that (A) a Student User's use of the Subscribed-To Services as described herein violates COPPA or FERPA, or any other applicable educational or data protection laws, rules, and regulations; or (B) are attributable to the negligence of Subscriber or of its officers or employees when acting within the course and scope of their employment.

e) **Additional Consents, Licenses and Indemnity**. Subscriber represents to Britannica that it is authorized to use the Subscriber Data and that, before it provides the same to Britannica, Subscriber has obtained any licenses, consents and authorizations necessary for Britannica to provide the Services. To the extent permitted by Applicable Law, Subscriber agrees to defend, indemnify and hold Britannica harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of this Section 4(e) by Subscriber, including, without limitation, from any claims that are attributable to the negligence of Subscriber or of its officers or employees when acting within the course and scope of their employment.

f) **Compliance with Usage Agreements and Applicable Laws; Accuracy of Subscriber Data**. Except as otherwise provided herein, Subscriber shall comply with, is wholly responsible for, and shall ensure compliance by Users with, the Usage Agreements (including, without limitation, any acceptable use policies set forth therein). Subscriber shall: (1) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data; (2) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Britannica promptly of any such unauthorized access or use; (3) comply with all applicable local, state, and federal laws when using the Services; and (4) if applicable, provide Britannica with means to communicate with Administrators in order to promote the use of the Services in the Subscriber's classroom(s).

g) **Data Privacy.** Subscriber understands, acknowledges and agrees that:

1. Subscriber has read and understands the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html. By entering into this Agreement, Subscriber consents, on behalf of itself and its Users, to Britannica's collection, processing, use and transfer of Service-related data, including Subscriber Data and Derivative Works, in the manner described in the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

2. Information and data, including Subscriber Data, provided to Britannica by Subscriber or Users through the Services or third-party service providers are necessary for the provision of the Services.

3. Subscriber consents, on behalf of itself and Users, to Britannica's disclosure of Service-related data, including Subscriber Data, to Britannica's third-party service providers or other third parties where such disclosure is necessary for the performance of Britannica's obligations under this Agreement and complies with the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at

https://corporate.britannica.com/privacy.html, or as required by law.

h) **Subscriber Security Measures.** Subscriber agrees to take such steps as are necessary to protect the Services from unauthorized use, disclosure or third-party access. Such steps shall be at least of the same quality and sophistication as Subscriber uses to protect electronic transmissions of its own intellectual property from unauthorized use, and shall include, but not be limited to, disclosing the Services security code only to Users. At Britannica's request, Subscriber will disclose to Britannica such security measures as are then being used by Subscriber to prevent access by other than Users.

5. **Effective Date; Term of this Agreement.** This Agreement and the terms and conditions set forth herein shall become effective on the date of the last signature on the Order Form ("**Effective Date**") and shall continue for the Subscription Term stated on the Order Form (the "**Initial Term**") unless otherwise indicated on the Order Form.

6. **Renewal Term(s)**.

a) **Automatic Renewal of Subscription.** This Agreement shall automatically renew for an additional twelve (12)-month term (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless either party provides written notice to the other party of its intent not to renew at least sixty (60) days in advance of the end of the Initial Term or current Renewal Term, as the case may be.

b) **Renewal Term Subscription Fees**. Subject to the following sentence, Britannica reserves the right to increase Subscription Fees for each Renewal Term as follows: (a) for renewals below Seven Hundred and Fifty U.S. Dollars, Britannica reserves the right to increase Subscription Fees for each Renewal Term by an amount equal to 10% of the Subscription Fees for the Term immediately preceding the Renewal Term; and (b) for renewals at or above Seven Hundred and Fifty U.S. Dollars, Britannica reserves the right to increase Subscription Fees for the Renewal Term by an amount equal to three percent (3%) of the Subscription Fees for the Term immediately preceding the Renewal Term. Subscription Fees for any Renewal Term will not exceed Britannica's then-current subscription rates for similarly situated, new customers, and shall be subject to the payment terms set forth in Section 7 below.

7. **Payment of Fees; Late Payment.** Subscription Fees for the Services shall be (a) due 30 days after receipt of Britannica's invoice, including any Excess Use Invoice, or as otherwise agreed upon by the parties in an Order form; (b) non-refundable; and (c) exclusive of any and all taxes, fees, and other charges. Further, in the event of any underpayment or late payment of Fees by Subscriber, Subscriber shall be subject to the payment of a penalty in the amount equivalent to 1.5% (one and half per cent) of the total debt, plus interest in the highest amount permitted by the law, without the prejudice of Britannica's right to terminate this Agreement and the related Services.

8. **Proprietary Rights.**

a) **Reservation of Rights.** The Services and Britannica Content are the property of Britannica, its affiliated companies or licensors, and protected by international copyright, patent and trademark laws changes. No rights are granted to Subscriber or Users hereunder other than as expressly set forth herein.

b) **Subscriber Data.** As between Britannica and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all Subscriber Data. Subscriber Data is deemed Confidential Information pursuant to Section 9 below. Neither Britannica nor its approved, third-party service providers shall access Subscriber's individual User accounts, except to: (1) respond to service or technical problems or at Subscriber's request, (2) as necessary for the operation of the Service or billing, or (3) collect data on the Subscriber's and Users' usage of the Services for benchmarking and best practices. Subscriber hereby grants Britannica and its approved, third-party service providers for the duration of the Agreement (and for thirty (30) days thereafter) a worldwide, non-exclusive license right to use, copy, distribute, create derivative works based on, display, and perform the Subscriber Data as reasonably required for Britannica to provide the Services. .

c) **Suggestions.** Britannica shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or its Users relating to the operation of the Services.

9. **Confidentiality.**

a) **Confidential Information**. "**Confidential Information**" means all information disclosed by a party

("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Further, Confidential Information of Britannica includes all Britannica intellectual property, including the Services and Britannica Content, and any updates, enhancements, modifications, improvements and derivative works thereto. In addition, Subscriber Data, including Student Data, are confidential to Subscriber. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party without use of or reference to the Disclosing' Party's Confidential Information.

b) **Degree of Care**. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (1) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (2) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to its employees, agents and contractors to the extent necessary to perform its obligations under this Agreement.

c) **Student Users**. The parties also acknowledge that Confidential Information may include personally identifiable information from children under the age of 16. Subscriber acknowledges that it will act as agent for the parents of Student Users under the age of 16 for purposes of applicable privacy and educational laws, rules and regulations, including, COPPA. Britannica presumes that Subscriber's authorization is based on having obtained parental consent where necessary. Subscriber further acknowledges that it has read, fully understands, and agrees to use best efforts to ensure Users abide by Britannica's Usage Agreements.

d) **FERPA**. The parties acknowledge that (i) Confidential Information may include personally identifiable information from education records that are subject to FERPA ("**FERPA Records**"); and (ii) to the extent that Confidential Information includes FERPA Records, Britannica will be considered a "Institution Official" (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of Institution Officials under FERPA. Each party represents and warrants to the other party that it will comply with all provisions of FERPA applicable to such party's performance hereunder.

10. **Disclaimer of Warranties. THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER BRITANNICA CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH BRITANNICA EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. **Limitation of Liability. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BRITANNICA, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND LICENSORS, OR CONTENT PROVIDERS BE LIABLE: (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR THE USE, INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR BUSINESS, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, EVEN IF BRITANNICA WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE; OR (II) FOR ANY DAMAGES, LOSSES AND/OR CAUSES OF ACTION EXCEEDING ONE THOUSAND DOLLARS ($1,000) IN THE AGGREGATE.**

12. **Indemnification.** If permitted by Applicable Law and in addition to indemnification obligations set forth in Section 4 above, to the fullest extent permitted by law, Subscriber agrees to indemnify and hold Britannica, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors harmless from and against all losses, expenses, damages and costs including reasonable attorneys' fees, arising out of (a) the information or material Subscriber submits to Britannica, including, but not limited to, liability for violation of copyrights, trademark rights, trade secret rights, or any other intellectual property rights, or the privacy or publicity rights of others, or liability for information or material Subscriber provides that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity, or is fraudulent or deceptive, (b) Subscriber's use or unauthorized copying of the Services or the Britannica Content, or (c) Subscriber's violation of any applicable laws, rules, or

regulations, including Applicable Laws.

13. **Termination.** If Subscriber should breach any material provision in this Agreement and fail to remedy such default within thirty (30) days after receipt of written notice from Britannica, this Agreement shall terminate effective as of the expiration of said thirty (30)-day period. In the event of termination of this Agreement by either party, Subscriber shall have no claims against Britannica or its affiliates. Termination of this Agreement automatically terminates Subscriber's and Users' licenses to use the Services, and any Britannica Content or any other materials contained in the Services.

14. **Assignment.** Subscriber may not assign any of its rights or delegate any of its obligations under this Agreement without Britannica's prior written consent.

15. **Dispute Resolution; Governing Law.**

    a) **Dispute Resolution**. If permitted by Applicable Laws, Britannica and Subscriber each agree to meet and negotiate in good faith in order to resolve any controversy or claim arising out of or relating to this Agreement or the Services that may arise between them (each a "**dispute**"). Except where prohibited by Applicable Laws, the parties agree that any disputes that cannot be settled shall be submitted first to voluntary mediation at the American Arbitration Association ("AAA") in Chicago, Illinois USA. The Parties will share the cost of mediation equally. If the dispute(s) is not resolved within fifteen (15) days of being referred by either Party for mediation, the dispute shall be resolved before a neutral arbitrator. Arbitration shall be (1) initiated in Chicago, Illinois USA, and (2) conducted by the AAA under its Commercial Arbitration Rules. Except where prohibited by Applicable Law, Britannica and Subscriber each agree to submit to the personal jurisdiction of the federal or state courts located there, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The language of arbitration shall be English, and the arbitral award shall be final and binding on both the Parties. Any court with jurisdiction over the parties may enforce the arbitrator's award. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Subscriber nor Britannica will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If any provision of this Agreement is held to be overly broad in scope or duration by a court of competent jurisdiction, such provision shall be deemed modified to the broadest extent permitted under the law applicable to such proceeding. In addition, if any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default

    b) **Governing Law**. This Agreement (including those terms related to indemnification) will be governed by and construed in accordance with the Applicable Laws. Such laws shall govern without reference to the conflicts-of-laws rules thereof. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the local courts of the county in which the main campus of Public Institution is located, or the administrative tribunal having exclusive jurisdiction over disputes involving Public Institution, as applicable.

16. **Notices**. All notices provided in accordance with this Agreement shall be in writing and shall be sent to the parties at their respective address set forth in this Agreement. Notices shall be sent by certified mail, return receipt requested, and shall be considered given three days after the date mailed.

17. **Entire Agreement.** This License Agreement, including all schedules, exhibits and addenda hereto, and the applicable Order Form(s) constitute the entire agreement between the Parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this License Agreement and any schedule, exhibit or addendum hereto, and an Order Form, the terms of this License Agreement shall prevail.

Tab 5 - Technical Administration, User Interface, and Integration

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:

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

As the nature and content of our databases generally do not require whole school districts of students to log on at the same time, Britannica does not currently have any evidence from which we can draw to specifically demonstrate support for 60,000 concurrent users. As far as we are aware, HCPS has not experienced latency or bandwidth issues resulting from current usage.

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

Britannica's proposed solutions do not require user accounts, authentication takes place at the district or building level. Optionally, should the district want users to have individual user accounts for saving resources, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

c. Describe the data exchange process in detail;

Our proposed solution does not require rostering. Currently, HCPS's authentication happens through IP address. Optionally, should the district want users to have individual user accounts for saving resources, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

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

There are no such limitations.

e. Provide per user bandwidth requirements for the proposed solution;

About 10 Mbps per user for best performance.

f. Provide the average bandwidth per student required; and,

A page weight of a Britannica School site is around 2 Mbytes compressed, with ImageQuest, Moderna, and Escolar being lighter.

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

Britannica School is a certified Schoology app and supports LTI version 1.1. Britannica ImageQuest, Britannica Moderna, and Britannica Escolar are not currently certified.

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

The proposed solutions are websites hosted by Britannica on the AWS cloud. As such, no installation on the HCPS network or devices will be required.

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Tab 6 – Infrastructure and System Administration

In this tab, offerors shall provide information regarding infrastructure and system administration as described in the Scope of Services as well as the following information:

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

Britannica's solutions and related data are hosted on the Amazon Web Services (AWS) cloud and have been since 2020. AWS is the most popular, powerful, and secure public cloud hosting service. As a cloud-hosted solution, Britannica manages all matters related to hosting. Product patches and updates are automatically applied, freeing HCPS staff from having to manually manage these updates. We have a standard AWS Service level agreement.

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

Britannica's applications are available 24 hours a day, 365 days per year. Updates do not typically involve downtime for customer access. Britannica's applications reported more than 99.9% availability over the past twelve months. In addition, all application solutions have full redundancies and Britannica provides for the backup/recovery, data retention, and disaster recovery of such application solutions using strategies available to us within AWS (our cloud-services provider) and internal policies and procedures. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly. We also employ Cloudflare, which is a DDoS protection tool. Britannica performs vulnerability assessments across its products and digital environment on no less than a quarterly basis and performs penetration testing across its products and digital environment on a daily basis.

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

Britannica is dedicated to ensuring the security and privacy of our customer data. We maintain administrative and technical safeguards for protection of the security, confidentiality, and integrity of customer data. These safeguards include, but are not limited to, measures for preventing access, use, modification, or disclosure of customer data by Britannica personnel, except to provide services and prevent or address service or technical problems; as compelled by law; or as expressly permitted by the customer in advance, in writing. Britannica uses best efforts to adopt data security and privacy policies and controls that align with NIST 800-171 Rev.1, including the use of access and storage controls, privacy and security awareness training, audits, authentication, maintenance, risk assessments, and various other controls. Our documented security and privacy policies provide a framework for maintaining effective and efficient internal security and privacy controls and practices as described below.

Employee Training, Policies, and Procedures

All Britannica employees receive data security and privacy training materials upon onboarding. In addition, Britannica employees are required to attend an annual, in-person privacy and security awareness training session, and complete monthly, third-party provided and verifiable privacy or security training modules and related

assessments. Britannica's IT policies and procedures, including its information and network security and data breach notification policies (among others) are posted for access and reference by Britannica's U.S. employees and representatives on Britannica's intranet site and shared with all Britannica employees and representatives globally during onboarding and in connection with Britannica's annual security and privacy awareness training sessions. In addition, all employees and representatives sign confidentiality agreements by which they commit to maintain and continuously ensure the confidentiality, both during and after their engagement with the Britannica, of all data or information learned, received or otherwise processed by such employee or representative that relates to or is controlled by Britannica or its customers and that is non-public, contains personally identifiable information, or pertains to confidential or proprietary business matters.

Britannica maintains role-based, least-privileged access to our customer data. Only those individuals with direct responsibilities for creating/deleting user accounts, providing technical support or otherwise providing the subscribed-to services as requested by a customer have access to this data and we use a ticketing system with extensive audit trails to follow through. Britannica ensures that any of its employees who have access to personally identifiable information (PII) receive training on the federal and state laws governing confidentiality of such information. For those who have privileged access, they must use an individual VPN connection to access customer data when working remotely. All transactions are performed on TLS with secure authentication. Our Information Security policies contain strict policies for employees who need to transport customer data on portable devices. If an employee is switching to a new (non-privileged) role at Britannica, or are leaving the company, we revoke their access on the same day.

Building and Physical Security

Our building entrance is staffed with 24x7 security guards. Beyond that, our office entrance doors are always locked with receptionist(s) attending to the entrances. Every employee must use a security pass (fob) to unlock the door to enter the premises. We also maintain security cameras and monitor all the entrances and hallways. Our internal data center has an additional lock with a separate security access card—issued only to a few IT staff, along with an additional security camera. We use a cloud-based inventory control software to keep close inventory of our company technology assets. When needed, we wipe all the hard disks using DoD 3-pass technique. When hardware reaches the end of life, we use a 3rd party professional firm to destroy disks in a secure way.

User security and privacy

Britannica is dedicated to maintaining user privacy and a link to our privacy policy appears on every page of our websites. As specifically stated in our privacy policy and confirmed in applicable data protection and licensing agreements, Britannica guarantees the confidentiality of our institutional customers' (e.g., libraries, educational institutions) individual users (e.g., patrons, students, staff), including that no user's personal data is used or sold without the user's permission except as may be required by law.

Britannica's posted privacy policy is located at https://corporate.britannica.com/privacy-policy/.

At the transaction level all data is transmitted over secure transmission (TLS) protocol and data is encrypted while in transit. At the database level, data is protected by firewall and username/password and other access control requirements. Personal data is stored in a secure encrypted database behind web applications protected by strong firewalls. Britannica conducts ongoing reviews in an effort to ensure the maintenance of its database security and conducts ongoing vulnerability management scanning, among other processes.

Audit and Risk Assessment

Britannica conducts internal risk assessment and audits periodically to discover any information security gaps and test our policies and procedures. This includes:

- Reviewing web server access and error logs, and internal process logs stored in AWS CloudWatch.
- Using TrustedSite (Qualys Security Scan) to check security of our websites daily and review the results.
- Using OneTrust software to run an internal security and privacy assessment on our company regularly, at least once a year.
- Using Netsparker for pen testing on our websites on a regular interval.
- Running Vipre on all the devices to protect malwares.
- Using up-to-date and secure system configurations, and regularly apply necessary security patches when they become available.

Our accredited and experienced data privacy team oversees the policies, procedures, and systems that ensure this security and privacy.

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

Britannica is not SOC 2 certified.

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

As described above, we use redundant AWS services for every Britannica website at every level. Britannica solutions maintain 99.9% availability. The database has a high-availability warm standby with automatic failover. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly.

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

The proposed solutions require about 10 Mbps per user for best performance. A page weight of a Britannica School site is around 2 Mbytes compressed, and Britannica ImageQuest, Britannica Escolar, and Britannica Modera are lighter.

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

Britannica's solutions are only available as web-based applications.

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

For more than 250 years, Britannica has been a leading innovator in education and educational technology, creating engaging and effective solutions for educators, students, and learners whether they are at the library, in a classroom, or at home. Our cloud-based solutions deliver continual editorial updates that ensure our database articles are reliable, factual, and up to date. Our editorial team provides daily content updates using our push to publish technology that publishes without interrupting service access. We post approximately 13,000 new and updated encyclopedia articles and media annually and major events in history are chronicled in real time.

Our product and system architecture teams deliver regular product, accessibility, and security updates, as needed, to ensure that our solutions stay functional, accessible, responsive, and secure. Additionally, the

Britannica team regularly seeks feedback from customers to understand where our products can provide additional value and responds by developing new functionality where possible. Examples of this sort of update in the past have included adding support for integrations with single sign-on and learning management systems. In the unlikely event of scheduled downtime, Britannica subscribers are notified in advance via email. We update customers on new product features using our listserv.

i. Any tools available to measure system responsiveness.

Britannica uses CatchPoint to measure website performance, and AWS CloudWatch to monitor system responsiveness

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

There are no limits on storage.

k. Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

As described above, Britannica solutions maintain 99.9% availability. Our stringent disaster recovery policy and procedure provide backups and tests disaster recovery in regular intervals. The database has a high-availability warm standby with automatic failover. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly.

Britannica’s solutions are hosted by Amazon Web Services.

Tab 7 – Reporting and Monitoring

In this tab, offerors shall provide the following information regarding reports and monitoring

a. Provide samples and descriptions of reports offered and the ability to customize content and reports.

HCPS will access standard reporting on-demand through our Britannica Usage Statistics website. Britannica statistics count each text-based resource viewed in the “Documents” category and each multimedia resource in the “Multimedia” category. Together, these two usage categories will provide the total number of assets viewed. Multimedia statistics are recorded only when a user selects a specific image, map, video, or interactive lesson for viewing. It does not include the rich multimedia embedded in articles and feature pages.

We provide a sample of this standard report for HCPS’s last calendar year of usage on the following page. The district has currently chosen to report elementary level access as one segment, and all other school levels as another. Britannica statistics and reporting can be granular to the institution level, depending on authentication methods used by the district.

Britannica’s statistics also comply with the COUNTER Codes of Practice, currently COUNTER5. Britannica statistics are counter compliant with some derivations. All statistics reports include Queries, Documents and Sessions as required by the Counter Protocol. In addition, Britannica provides separate reporting on multimedia when it is viewed on its own. This includes video and audio files, interactive lessons, and images when not embedded in a document.

Britannica COUNTER5 reports include statistics and reporting granular to the institution level, depending on authentication methods used by the district. Counter5 reports are not standard for our district level customers but are available if required and would be delivered monthly via email.

The following pages provide a sample of a standard report and COUNTER5 report.

Britannica Monthly Usage Report
Start Date: 06/2021 End Date: 05/2022

Henrico Public Schools

Date/Time	Totals	Total Ses	BIQ - Ses	BIQ - Doc	BIQ - Que	BIQ - Med	HOMEPA	HOMEPA	HOMEPA	HOMEPA	MIDDLE S	MIDDLE S	MIDDLE S	MIDDLE S	ELEMENT	ELEMENT	ELEMENT	ELEMENT	Fun - Ses	Fun - Doc	Fun - Que	Fun - Med	HIGH SCH	HIGH SCH	HIGH SCH	HIGH SCH
06/2021	**50960**	**5130**	1668	1338	4368	7601	1106	1226	0	1	847	1728	11465	102	83	106	526	19	0	0	0	0	1426	2260	20103	117
07/2021	**3419**	**411**	99	59	352	254	126	152	0	1	107	224	1447	10	14	25	95	6	0	0	0	0	65	127	666	1
08/2021	**1133**	**157**	48	45	221	102	46	55	0	0	12	16	40	0	12	36	108	8	0	0	0	0	39	66	436	0
09/2021	**67880**	**6984**	1333	1566	3206	4147	2084	2440	0	11	1209	2345	18845	187	40	64	362	2	0	0	0	0	2318	4214	30371	120
10/2021	**242748**	**23951**	9460	6534	34665	47015	5661	6357	0	7	3224	6168	55059	347	71	99	609	34	0	0	0	0	5535	10824	74696	334
11/2021	**163189**	**14171**	3462	2859	11201	25693	4191	4644	0	8	3677	7376	69028	49	73	132	540	19	1	1	0	0	2767	5146	36408	85
12/2021	**129492**	**13513**	3919	2667	13183	25146	3423	3799	0	0	3579	6637	39616	115	82	141	859	1	0	0	0	0	2510	4847	32433	48
01/2022	**118455**	**11040**	2968	1986	12112	23017	3003	3424	0	7	2709	5450	40166	328	290	648	2045	119	0	0	0	0	2070	3903	25012	238
02/2022	**159250**	**14719**	3017	2522	8806	22701	4841	5496	0	1	3828	7959	61355	347	440	899	4392	82	1	9	0	6	2592	5090	39191	394
03/2022	**134143**	**14456**	2868	2547	8718	16095	4552	5051	0	3	4115	8343	51688	349	266	456	2431	21	0	0	0	0	2655	4903	33301	237
04/2022	**99012**	**9221**	1309	1242	3863	8805	2542	2872	0	1	2824	5228	28079	329	207	412	2802	68	0	0	0	0	2339	4292	40862	157
05/2022	**125640**	**11025**	2743	2010	8779	23677	2787	3094	0	0	2738	4852	40298	496	205	351	1386	101	0	0	0	0	2552	4870	35460	266
Subtotals	**1295321**	**124778**	32894	25375	109474	204253	34362	38610	0	40	28869	56326	417086	2659	1783	3369	16155	480	2	10	0	6	26868	50542	368939	1997

Henrico Public Schools - Elementary

Date/Time	Totals	Total Ses	BIQ - Ses	BIQ - Doc	BIQ - Que	BIQ - Med	HOMEPA	HOMEPA	HOMEPA	HOMEPA	MIDDLE S	MIDDLE S	MIDDLE S	MIDDLE S	ELEMENT	ELEMENT	ELEMENT	ELEMENT	Fun - Ses	Fun - Doc	Fun - Que	Fun - Med	HIGH SCH	HIGH SCH	HIGH SCH	HIGH SCH
06/2021	**43031**	**3609**	30	12	96	47	106	125	0	19	577	878	1564	82	2874	5823	33658	653	21	19	0	54	1	1	0	0
07/2021	**2014**	**174**	0	0	0	0	8	14	0	2	18	33	42	0	143	286	1537	67	5	11	0	22	0	0	0	0
08/2021	**950**	**111**	2	2	0	0	8	10	0	1	14	17	65	0	86	127	709	16	1	3	0	0	0	0	0	0
09/2021	**35523**	**3690**	291	375	498	1064	1067	1236	0	13	354	581	1865	48	1966	3707	25324	763	10	17	0	30	2	2	0	0
10/2021	**107910**	**9740**	860	782	2211	3155	3509	4197	0	65	808	1478	6571	119	4553	8917	78529	1834	10	37	0	15	0	0	0	0
11/2021	**97313**	**10107**	683	676	1545	3283	3677	4332	0	9	1275	2325	9706	44	4461	10483	64438	437	10	10	0	24	1	1	0	0
12/2021	**78361**	**8251**	813	841	2037	3865	2888	3490	0	0	1164	2042	9734	20	3379	7872	48346	98	6	5	0	9	1	2	0	0
01/2022	**189034**	**19780**	2332	2267	5991	10003	7230	8528	0	271	2279	4202	19595	412	7934	17674	117282	2789	5	7	0	13	0	0	0	0
02/2022	**279926**	**26482**	2238	2402	4739	6902	9856	11365	0	2	3870	7229	43477	541	10497	21371	179264	2554	17	30	0	26	4	5	19	0
03/2022	**131780**	**13889**	1570	1484	4348	6114	5033	5784	0	0	2043	3564	20292	320	5234	10334	78352	1170	9	11	0	7	0	0	0	0
04/2022	**82745**	**9134**	619	588	1477	3129	3479	4019	0	0	1337	2277	13320	188	3695	7855	48899	968	3	7	0	3	1	2	13	0
05/2022	**131134**	**12441**	1208	1177	2774	8364	4541	5336	0	0	2101	3854	23258	427	4587	8622	75950	1362	4	6	0	4	0	0	0	0
Subtotals	**1179721**	**117408**	10646	10606	25716	45926	41402	48436	0	382	15840	28480	149489	2201	49409	103071	752288	12711	101	163	0	207	10	13	32	0

Grand Totals

06/2021	**93991**	**8739**	1698	1350	4464	7648	1212	1351	0	20	1424	2606	13029	184	2957	5929	34184	672	21	19	0	54	1427	2261	20103	117
07/2021	**5433**	**585**	99	59	352	254	134	166	0	3	125	257	1489	10	157	311	1632	73	5	11	0	22	65	127	666	1
08/2021	**2083**	**268**	50	47	221	102	54	65	0	1	26	33	105	0	98	163	817	24	1	3	0	0	39	66	436	0
09/2021	**103403**	**10674**	1624	1941	3704	5211	3151	3676	0	24	1563	2926	20710	235	2006	3771	25686	765	10	17	0	30	2320	4216	30371	120
10/2021	**350658**	**33691**	10320	7316	36876	50170	9170	10554	0	72	4032	7646	61630	466	4624	9016	79138	1868	10	37	0	15	5535	10824	74696	334
11/2021	**260502**	**24278**	4145	3535	12746	28976	7868	8976	0	17	4952	9701	78734	93	4534	10615	64978	456	11	11	0	24	2768	5147	36408	85
12/2021	**207853**	**21764**	4732	3508	15220	29011	6311	7289	0	0	4743	8679	49350	135	3461	8013	49205	99	6	5	0	9	2511	4849	32433	48
01/2022	**307489**	**30820**	5300	4253	18103	33020	10233	11952	0	278	4988	9652	59761	740	8224	18322	119327	2908	5	7	0	13	2070	3903	25012	238
02/2022	**439176**	**41201**	5255	4924	13545	29603	14697	16861	0	3	7698	15188	104832	888	10937	22270	183656	2636	18	39	0	32	2596	5095	39210	394
03/2022	**265923**	**28345**	4438	4031	13066	22209	9585	10835	0	3	6158	11907	71980	669	5500	10790	80783	1191	9	11	0	7	2655	4903	33301	237
04/2022	**181757**	**18355**	1928	1830	5340	11934	6021	6891	0	1	4161	7505	41399	517	3902	8267	51701	1036	3	7	0	3	2340	4294	40875	157
05/2022	**256774**	**23466**	3951	3187	11553	32041	7328	8430	0	0	4839	8706	63556	923	4792	8973	77336	1463	4	6	0	4	2552	4870	35460	266
	2475042	**242186**	43540	35981	135190	250179	75764	87046	0	422	44709	84806	566575	4860	51192	106440	768443	13191	103	173	0	213	26878	50555	368971	1997

We use COUNTER5 metrics as following:
Total Item Investigations: all activities engaged by user.
Total Item Requests: views of full text, video, and image.
Searches Regular: searches conducted by a user on our product website where the user searches against database used by our product.

Account ID	Account Name	Product Name	Subcategory	Total Iter	Total Iter	Searches	Month
123	Jackson ISD	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	36	16	20	2022-01-(
123	Jackson ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	43	4	39	2022-01-(
234	Washington ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	2	1	1	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	ESCLR	8	8	0	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	Primaria	1	1	0	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	Secundaria	1	1	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	2	2	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	4868	183	4685	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	HOMEPAGE	76	76	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	2	2	0	2022-01-(
678	ANTHEM ISD	Enciclopedia Moderna	Moderna	17	5	12	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	944	935	9	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	7327	1272	6055	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	1146	84	1062	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HOMEPAGE	708	708	0	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	33859	3555	30304	2022-01-(
775	PAT'S MIDDLE	Britannica Online School Edition (SE)*	HOMEPAGE	2	2	0	2022-01-(
775	PAT'S MIDDLE	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	57	9	48	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	ESCLR	44	44	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	Primaria	109	26	83	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	Secundaria	6	6	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	41473	2884	38589	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	Fun	112	112	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	87	26	61	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	HOMEPAGE	192	192	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	426	175	251	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Enciclopedia Moderna	Moderna	1	1	0	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	13	3	10	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	HOMEPAGE	1	1	0	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	1428	43	1385	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	2	2	0	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	7	3	4	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	HOMEPAGE	2	2	0	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	18	9	9	2022-01-(
11223344	CANTERBURY RD ELEM	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	11	11	0	2022-01-(
11223344	CANTERBURY RD ELEM	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	17	17	0	2022-01-(
44332233	SAM M MARTIN MS	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	240	237	3	2022-01-(
44332233	SAM M MARTIN MS	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	1	1	0	2022-01-(

Tab 8 – Training and Professional Development

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

Britannica solutions are easy to use and require minimal training for educators to begin using the databases with their students. As experienced users of Britannica School and ImageQuest, HCPS educators are already familiar with the interfaces of our solutions and the tools available to maximize value to both teachers and students. As such, we have not included any required training or professional development with our proposed pricing in Tab 9. HCPS staff are always welcome to access the free asynchronous and live webinar trainings our educational consultants host monthly.

Should HCPS seek additional professional development to further expand usage and value, or to support the addition of the Spanish resources option we have proposed, we have provided pricing for such services in Tab 9. Britannica professional learning consultants are experienced facilitators and bring with them best practices in facilitating in-person, virtual, and asynchronous professional learning. Paid options available to Henrico County Public Schools include:

- **In-Person Workshops** – Britannica's highly engaging workshops empower educators to build competencies in specified areas to impact their teaching and improve student outcomes. Using a variety of collaborative and hands-on learning experiences, educators develop research-based instructional practices and have the opportunity to apply and reflect on what they've learned.
- **Virtual Sessions** – Britannica's virtual sessions provide interactivity for participants through the facilitation of best practices in online learning. Virtual sessions can be recorded for viewing later.
- **Asynchronous Training** – Britannica provides asynchronous training modules to support the knowledge building for resources. The training modules are self-paced, and educators can complete them in a sequential path or use them to better understand specific features of resources by interacting with specific modules.

Tab 9 – Pricing

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP.

a. List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, hourly rates, and reimbursable expenses

b. Provide all costs as it relates to the proposed solution for the Scenario on Attachment H and the breakdown of pricing on Attachment I.

Britannica is pleased to provide HCPS with a comprehensive database solution including the district's currently subscribed resources, Britannica School and ImageQuest as well as two Spanish resources that would be new to the district, Britannica Escolar and Britannica Moderna. We believe HCPS will find value in adding these resources which can be leveraged by native Spanish speakers, bilingual students, and students learning Spanish. There are two separate pricing options and scenario forms attached, one to account for our complete proposed solution inclusive of Spanish, and a second reflecting the district's current Britannica resources.

ATTACHMENT H
Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for:** K-12	**Name of Program:** Britannica School / ImageQuest / Escolar / Moderna	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	$44,290	Britannica used the estimated students per grade for grades K-12 multiplied by a per user price of $.91 per student
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	$	
Grand Total	$44,290	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$ 44,290	

ATTACHMENT I
PRICING OPTIONS

Provide pricing as it relates to the proposed solution	**Price**
Price per Student	Britannica School/ ImageQuest/Escolar/Moderna: ~~$.91 per student~~
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$3,500
1 day of Professional Development - price per teacher/librarian	$175 per teacher/librarian
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$3500/day maximum of 20 participants 10% discount for consecutive days 2 days: 35-40 teachers trained 3 days: 60 teachers trained 4 days: 80 teachers trained 5 days: 100 teachers trained

ATTACHMENT H
Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for:** K-12	**Name of Program:** Britannica School / ImageQuest	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	$29,870	Britannica used the estimated students per grade for grades K-12 multiplied by a per user price of $.61 per student
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	$	
Grand Total	$ 29,870	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$ 29,870	

ATTACHMENT I
PRICING OPTIONS

Provide pricing as it relates to the proposed solution	**Price**
Price per Student	Britannica School/ImageQuest: $.61 per student
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$3,500
1 day of Professional Development - price per teacher/librarian	$175 per teacher/librarian
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$3500/day maximum of 20 participants 10% discount for consecutive days 2 days: 35-40 teachers trained 3 days: 60 teachers trained 4 days: 80 teachers trained 5 days: 100 teachers trained

Tab 10 – References

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address.

Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

The following Britannica customers may be contacted to attest to the quality of our proposed solutions and services. We have included a statement from one of these references at the end of this tab.

Reference 1	Frederick County Public Schools
Contact name and position	Mary Jo Richmond, Supervisor of Media Services
Address	191 South East Street, 3rd Floor Frederick, Maryland 21701
Email address	maryjo.richmond@fcps.org
Phone Number	(301) 644-513
Fax/Other Number	Fax: (301) 644-5241
Description of services provided	Frederick County Public Schools has been using Britannica Schools and Britannica Image Quest since the 2013 school year. https://edu.fcps.org/essentialcurriculum/library-media

Reference 2	**Loudoun County Public Schools**
Contact name	Sapna Venkatachalam, Acquisition & Digital Resource Specialist, Library Media Services
Address	21000 Education Court Broadlands, VA 20148
Email address	Sapna.Venkatachalam@lcps.org>
Phone Number	Phone: 571-252-1618
Fax/Other Number	Fax: 571-252-1635
Description of services provided	Loudoun County Public Schools uses the Britannica School and Image Quest databases as well as Universalis Junior (French database) and Britannica Escolar (Spanish database). https://www.lcps.org/Page/212767

Reference 3	Anne Arundel County Public Schools
Contact name	Meg Bryant, Senior Administrative Secretary
Address	2644 Riva Road Annapolis, MD 21401
Email address	MBRYANT@aacps.org
Phone Number	443-770-5142
Fax/Other Number	443-770-5181*
Description of services provided	AACPS uses multiple Britannica databases including Britannica Academic, Britannica Escolar, Britannica Moderna, Image Quest, Britannica Academic Edition, Universalis Junior (French database), and Britannica Escola (Japanese database). https://www.aacps.org/Page/1816

Mary Jo Richmond
Supervisor of Media Services
Frederick County Public Schools
191 South East Street, 3rd Floor
Frederick, Maryland 21701
www.fcps.org

(301) 644-5134
Fax: (301) 644-5241
E-Mail: maryjo.richmond@fcps.org
https://edu.fcps.org/essentialcurriculum/library-media

To: Pat Salazar
From: Mary Jo Richmond
Date: June 9, 2022
Subject: Reference for Britannica

Frederick County Public Schools has been using Britannica Schools and Britannica Image Quest since the 2013 school year. We made the switch when we realized that Britannica offered our high school students' content at a higher reading level compared to what we were currently subscribing too. That, combined with their Image Library provided our district with a nice solution that has proven over time to be a valuable digital solution for us. There are also other products included with our subscription that just make it an incredible value.

We have had very consistent performance from Britannica with this digital product. It has rarely, if ever, given us trouble. I remember one time finding an image in the product that didn't seem school appropriate and after questioning the image it was removed from the platform. I also inquired if Britannica would consider adding Clip Art to their image library and within a year they did so. This was a very valuable asset to be added for our front office staff's convenience when building school newsletters.

Staff at Britannica has been very easy to work with for almost a decade. Please reach out to me at the contact information in the header of this memo if you have any questions.

Tab 11 – Exceptions

Britannica respectfully submits the following exceptions for review by HCPS.

Clause Location	Concern	Proposed Verbiage
RFP, Section V(R) General Terms and Conditions, Ownership of Deliverable and Related Products	Ownership of Deliverable and Related Products 1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County. 2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract. 3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County. however, Contractor licenses its Contractor Intellectual Property for use for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act.	The services covered by the RFP are not work-made-for-hire services. Rather, If Britannica is chosen as a Successful Offeror, the County will purchase a license to access and use (on a subscription basis) the subscribed-to, proprietary and Britannica-owned applications, including the content contained therein, for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act. In other words, Britannica's applications, including the content contained therein, are proprietary to Britannica and if selected as a Successful Offeror, ownership by Britannica (or its licensors) of the same will not and cannot be implied to transfer to the County. Vendor requests that this provision be revised to make clear that Contractor Intellectual Property means "work, ideas, …. that have been or will be in the future created by Contractor prior to, during, and after entering into this Contract ("Contractor Intellectual Property")." Please note that the Contractor Intellectual Property is licensed for educational purposes/fair use only - no commercial use. If awarded the contract it will not entitle the County to own pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed (a) outside of this Contract with no assistance from County or (b) by Contractor in its normal course of business operations.
RFP, Attachment D, Section 7.2(i)	In general.	Please note, Vendor's e-resource solutions are provided as is.
RFP, Attachment D, Section 7.2(ii)	Access and use is confirmed provided the services are paid for and used by the State in accordance with the contract.	Provided the State has paid for access to the services, Contractor will use best efforts to not interfere with the State's access to and use thereof

Clause Location	Concern	Proposed Verbiage
RFP Section V(Y) – County License Requirements	County License Requirement If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.	Britannica's business is not located in the County.
BB. Authorization to Transact Business in the Commonwealth	Authorization to Transact Business in the Commonwealth 1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. 2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized. 3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager. 4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County. 5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.	Britannica does not require an SCC Identification Number. Also please note: *Britannica is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 because (1) Britannica is not "transacting business in Virginia" per VA Code Section 13.1-757(B)(6), which states as follows: "The following activities, among others, do not constitute transacting business within the meaning of subsection A: ... (6) Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts...;" and (2) Title 50 does not apply to EB, Inc. because EB, Inc. is a corporation and not a partnership*

Tab 12 – Assumptions

Britannica did not make any specific assumptions when developing this proposal that we believe need documenting at this time.

Tab 13 - Appendices

The following pages provide Guided Tour documents to support reviewers using the demonstration site during the evaluation period.

Britannica School

Guided Tour

Your guide to getting started with Britannica School

Britannica Digital Learning

PG 3 The Britannica Vision
History and mission of Britannica

PG 4 Britannica School Home Page
Features of the Britannica School home page

PG 5 Elementary Level
Resources for Elementary Level learners

PG 6 Middle Level
Resources for Middle Level learners

PG 7 High Level
Resources for High Level learners

PG 8 Search Results
Access millions of articles and multimedia content

PG 9 Content Page Tools
Features and tools within Britannica content

PG 10 My Britannica
Organize your favorite Britannica content

PG 11 Curriculum Support
Align your resources to curriculum standards and Lexile measures

PG 12 Britannica School Insights
Add the Chrome Extension to your Google Chrome search engine

PG 13 Contact Us
Login and contact information

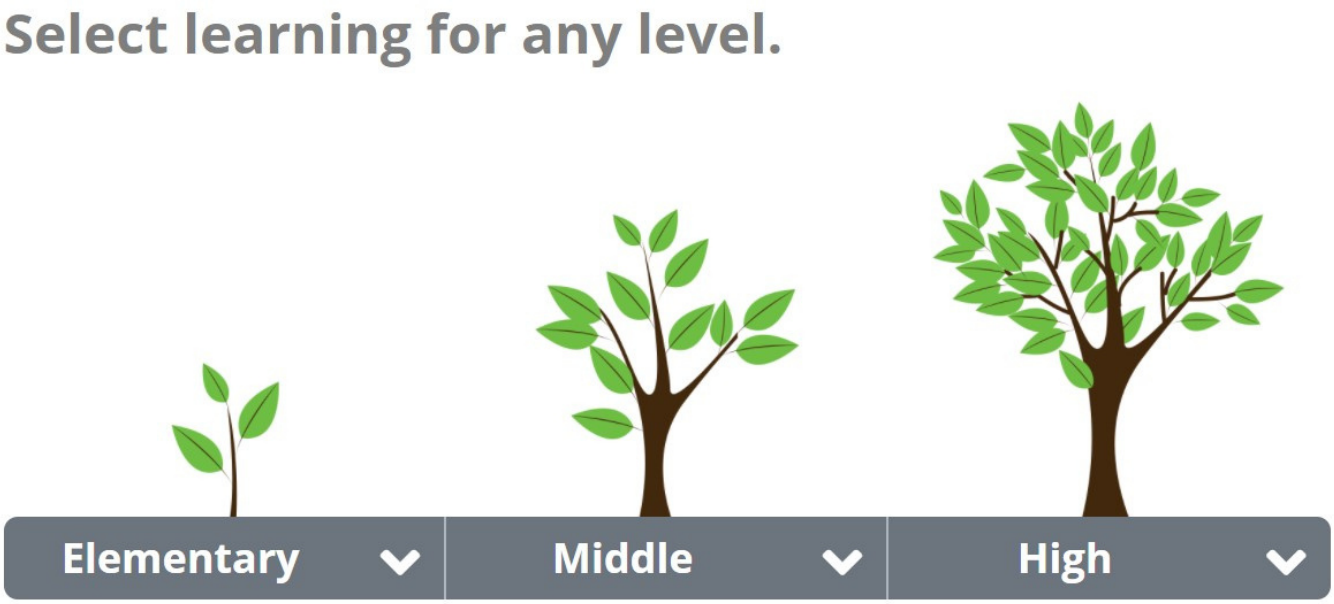
The Britannica Vision

For 250 years Britannica has collaborated with experts, scholars, educators, designers and specialists as well as with our global team of editors to provide safe, reliable, and relevant information. We work diligently to review all content and to produce digital learning products that are critical to providing a useful and enjoyable learning experience.

Britannica Digital Learning resources are designed in collaboration with parents, educators, and content experts for the modern-day classroom and home learning environments.

We are passionate about igniting curiosity and spreading the joy of discovery to learners by bringing high-quality, reliable, and accessible learning resources to people all over the world.

Britannica School Home Page



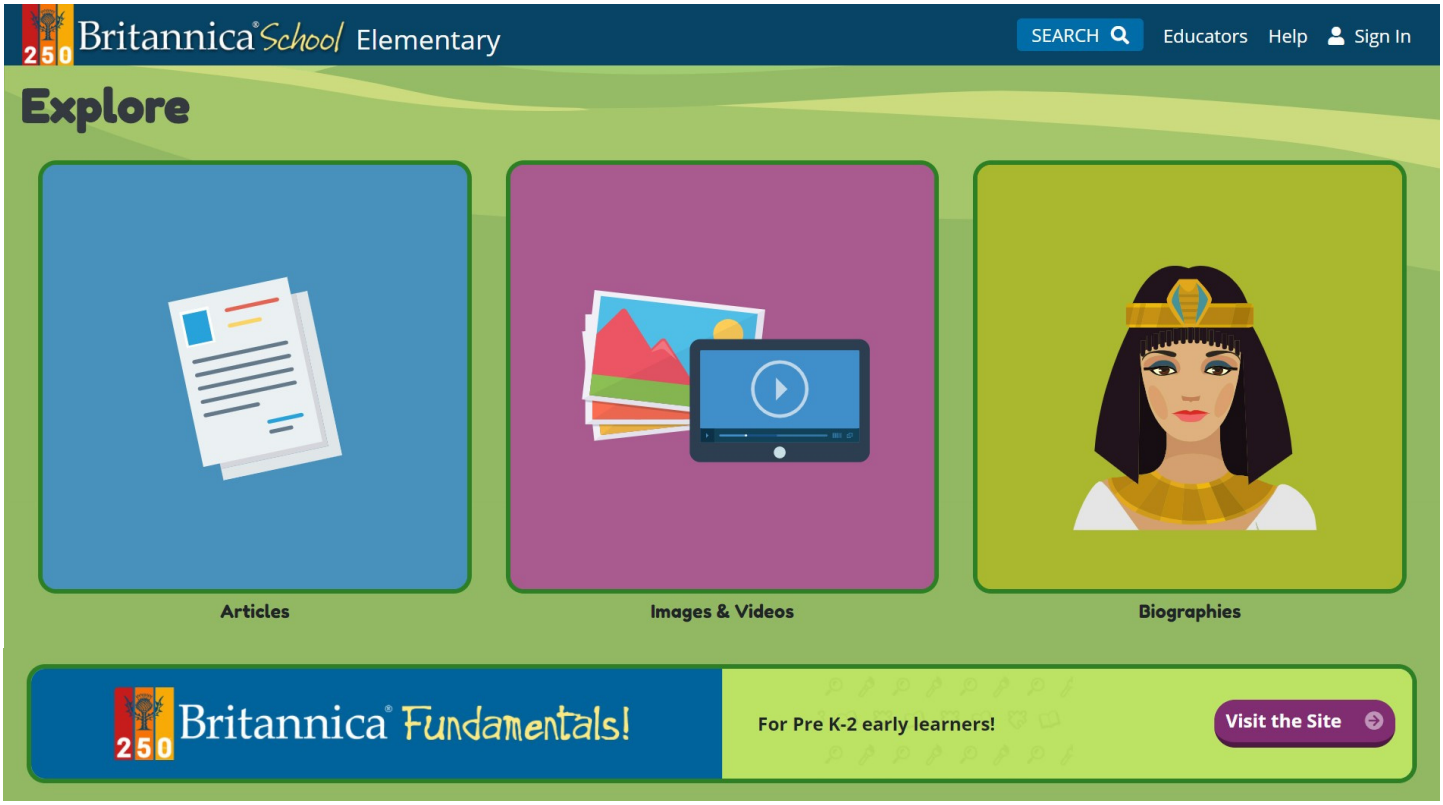
Britannica School is the go-to site for learning about any subject, for all ages and learning abilities!

Our highly reputable editorial team expertly creates content at three levels to support students at every stage of their education.

Choose a level to begin exploring the wide array of Britannica content.

Elementary Level

Built and designed with younger learners in mind, the Elementary Level uses pleasing and eye-catching colors and images to keep students engaged. Regularly updated content makes the home page the perfect place to find unique lesson hooks and discussion points!



Explore Tools

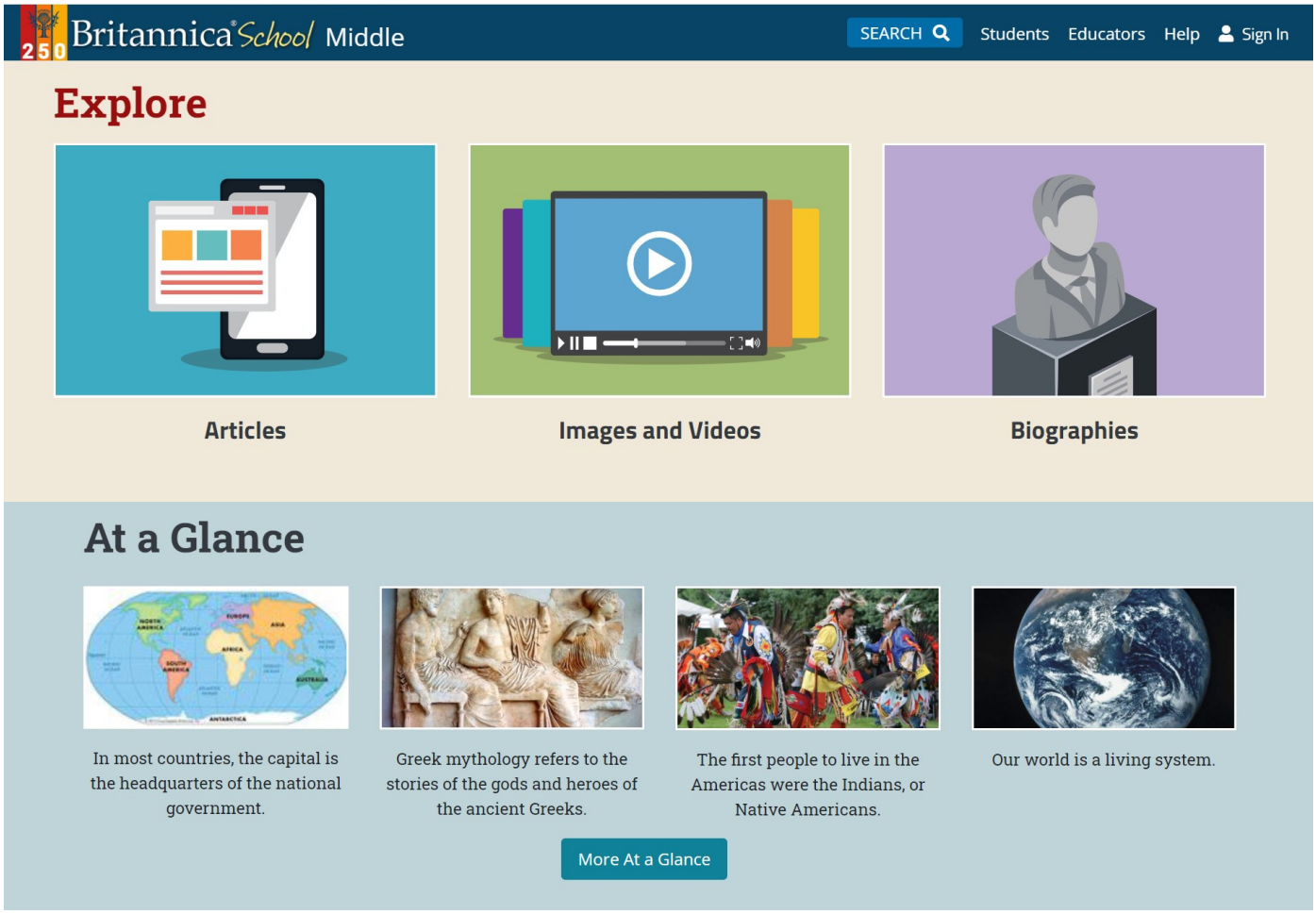
Empower students to explore independently the many resources within Britannica! Use the World Atlas to go on a virtual tour around the world, explore the animal kingdom, or engage your pre-K through 2nd grade learners with Britannica Fundamentals.

Global Awareness

We believe it is crucial for students to gain an understanding of the world in which they live. From the home page, students have access to the Compare Countries tool. Dive deep into facts, statistics, and news of countries around the world to increase global awareness.

Middle Level

The Middle Level home page is adapted to cater to middle level learners. Resources can be used to inspire curiosity, engage in discussion, or encourage independent learning. Additional features on the Middle Level home page include the Daily Buzzword, At a Glance articles, and much more!



Compare Countries

The Compare Countries feature is a great tool to develop global awareness by supporting students' understanding of other countries around the world using unbiased, factual information.

Primary Sources

Crucial to any successful research project is evidence of the use of both primary and secondary sources. Here, students have direct access to letters, speeches, and other primary source documents, giving them first hand accounts of historical events.

High Level

Content at the High Level is designed to be of relevance to students in high school. The home page allows students to engage with features such as Flash Facts and In Their Words. Students can conduct research and develop critical-thinking skills that will prepare them for college and career.

Biographies

The perfect starting point for students to begin inquiring into people from a specific era or occupation is the Biographies feature. From the influential to the infamous, this feature allows students to dive deep into the lives of some of the world's most interesting people.

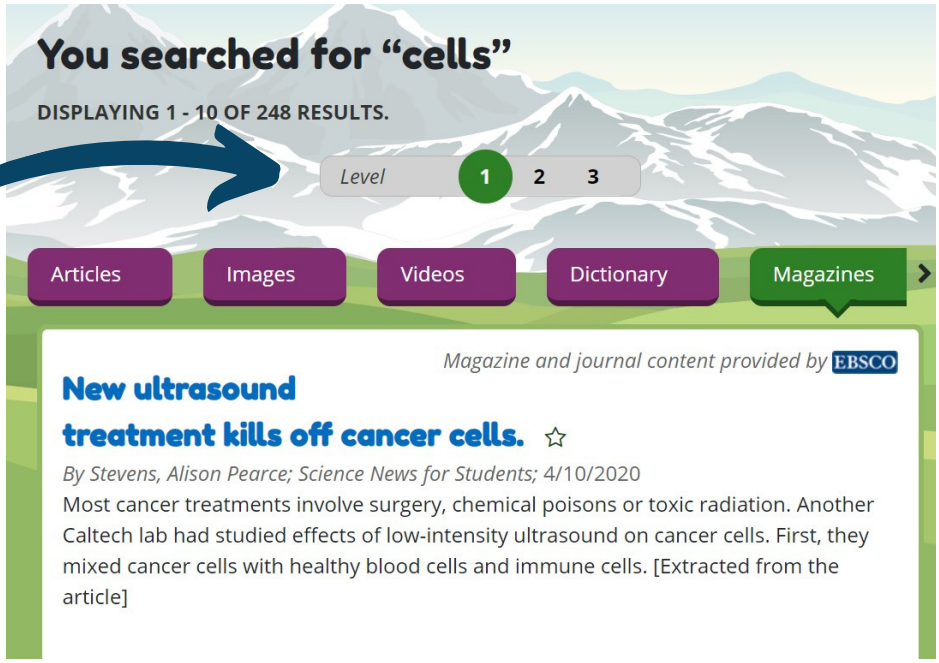
Media Browse

Explore a wide range of high-quality multimedia resources to support research and to develop understanding of a topic. This content covers every corner of the curriculum, including architecture, life processes, and technology.

Search Results

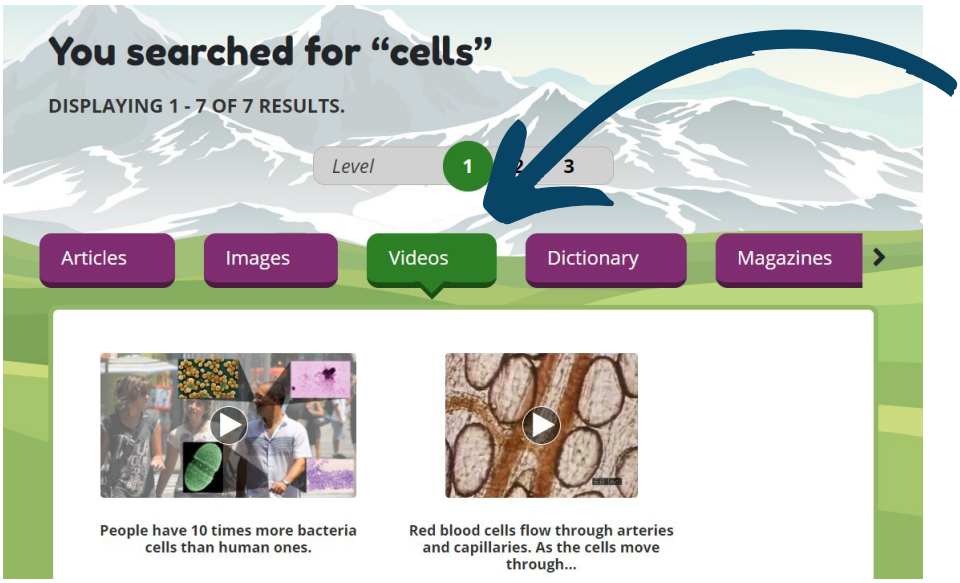
Differentiation

Support or challenge students by selecting the appropriate academic level. This is a simple way to include differentiation in the classroom.



Magazines

Across all three of the reading levels, students have access to a wide range of educational journals, provided by EBSCO. This advanced form of researching allows students to prepare for college and career.



Multimedia

Students have access to a large number of high-quality videos and images to enhance their media literacy skills. These can be used as lesson hooks or discussion points to engage learners.

Web's Best Sites

Web's Best Sites allows students to broaden their research to resources outside of Britannica School. Each site is reviewed by the Britannica Editorial Team to ensure that the sites are relevant and appropriate for students at each level.

Content Page Tools

Favorite

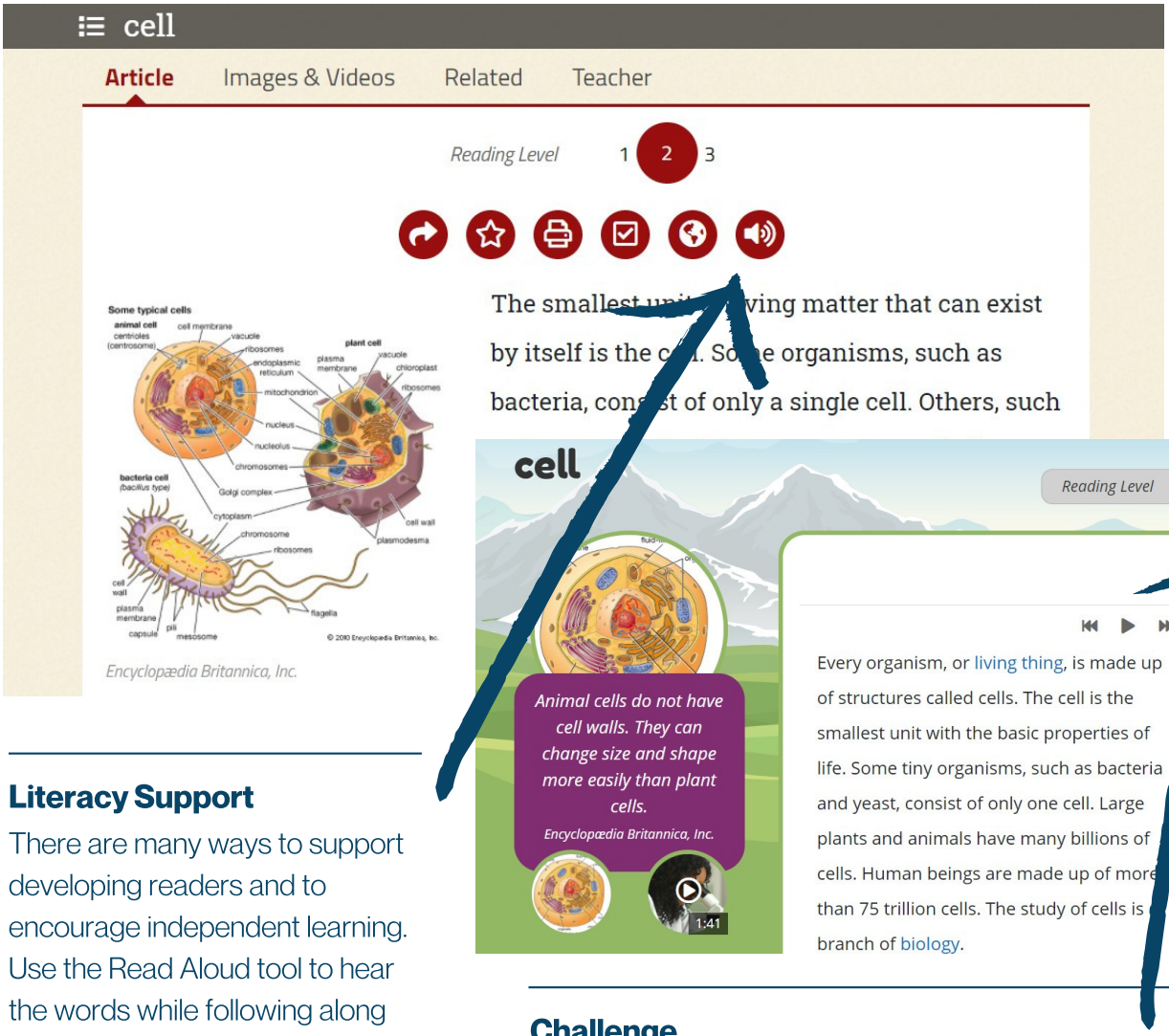
Click on the star icon to add an article to your Favorites or to add to a specific Resource Pack that you've created. This is a great way of planning for a unit of work and gathering content together in advance.

Cite

Teach students from a young age about the importance of citations. Britannica keeps this sometimes difficult process as simple as possible for all levels and abilities.

Translate

Support your English Language Learners by translating content into over 80 languages. Develop English-language skills by hovering over the translation to view the original text.



Literacy Support

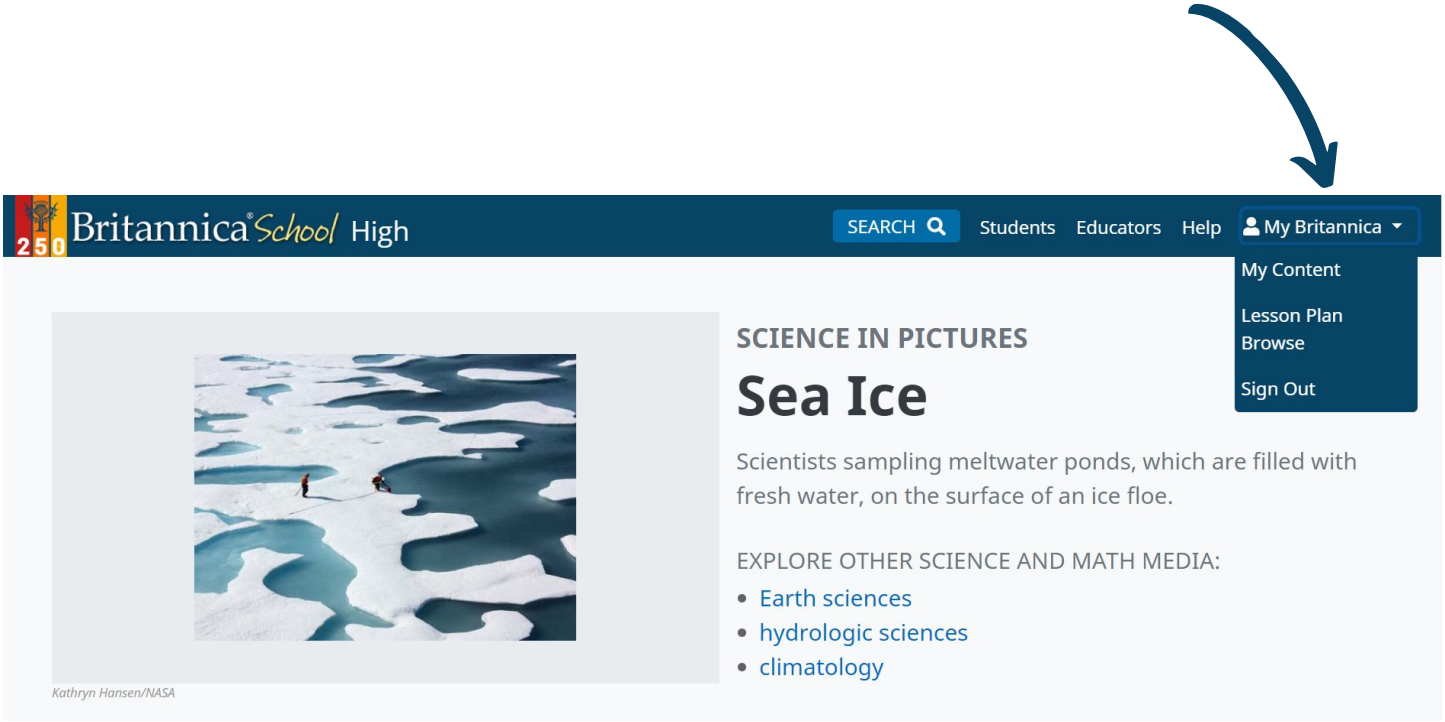
There are many ways to support developing readers and to encourage independent learning. Use the Read Aloud tool to hear the words while following along with the highlighted text. Support vocabulary acquisition by using the quick-click dictionary! Double-click on a word for the Merriam-Webster definition and pronunciation.

Challenge

Challenge your advanced learners by suggesting that they read the more challenging content. Additionally, encourage them to click the Related tab when viewing content in order to expand their research and make meaningful connections between content.

My Britannica

Set yourself up with a personal My Britannica account. Here, both educators and students are able to view their favorite content and organize it into Resource Packs. The notes section allows for simple communication between educators and students, making Resource Packs a great tool for digital homework!



How should teachers use Resource Packs?

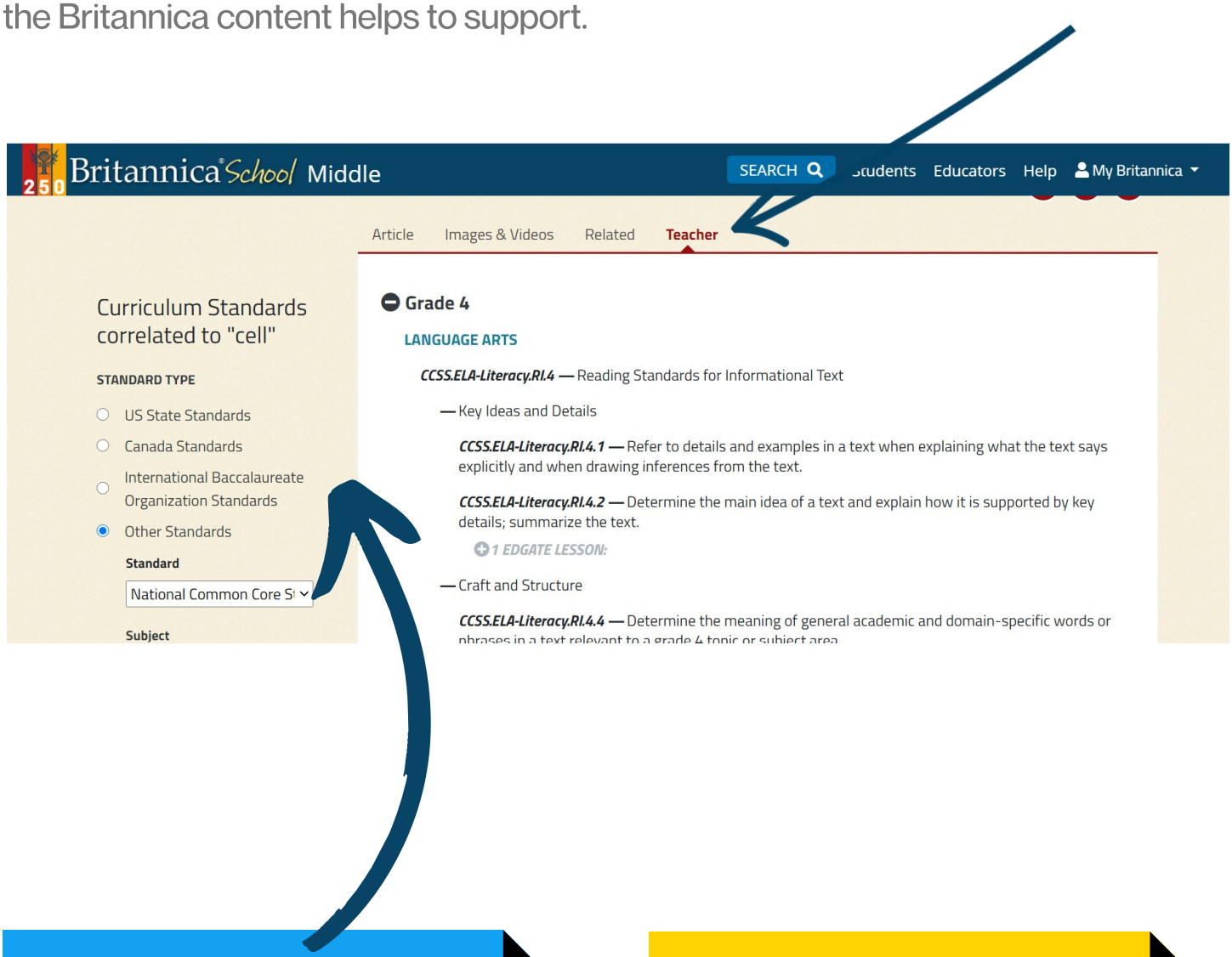
Resource Packs provide the perfect area for teachers to collect and organize all relevant resources for a specific unit of work. Use the notes section for planning. Don't forget that you can upload your own documents into a Resource Pack!

How should students use Resource Packs?

Students can keep track of the content they have found as they research by organizing it into a Resource Pack. They can use the notes section to write summaries of key points and other information they collect as they research. Students can e-mail and share the pack with teachers and peers to show their progress.

Curriculum Support

Save yourself time scrolling through endless curriculum documents. Gain further support with lesson planning by accessing our curriculum mapping tool. The curriculum mapping tool clearly highlights each strand within the curriculum that the Britannica content helps to support.



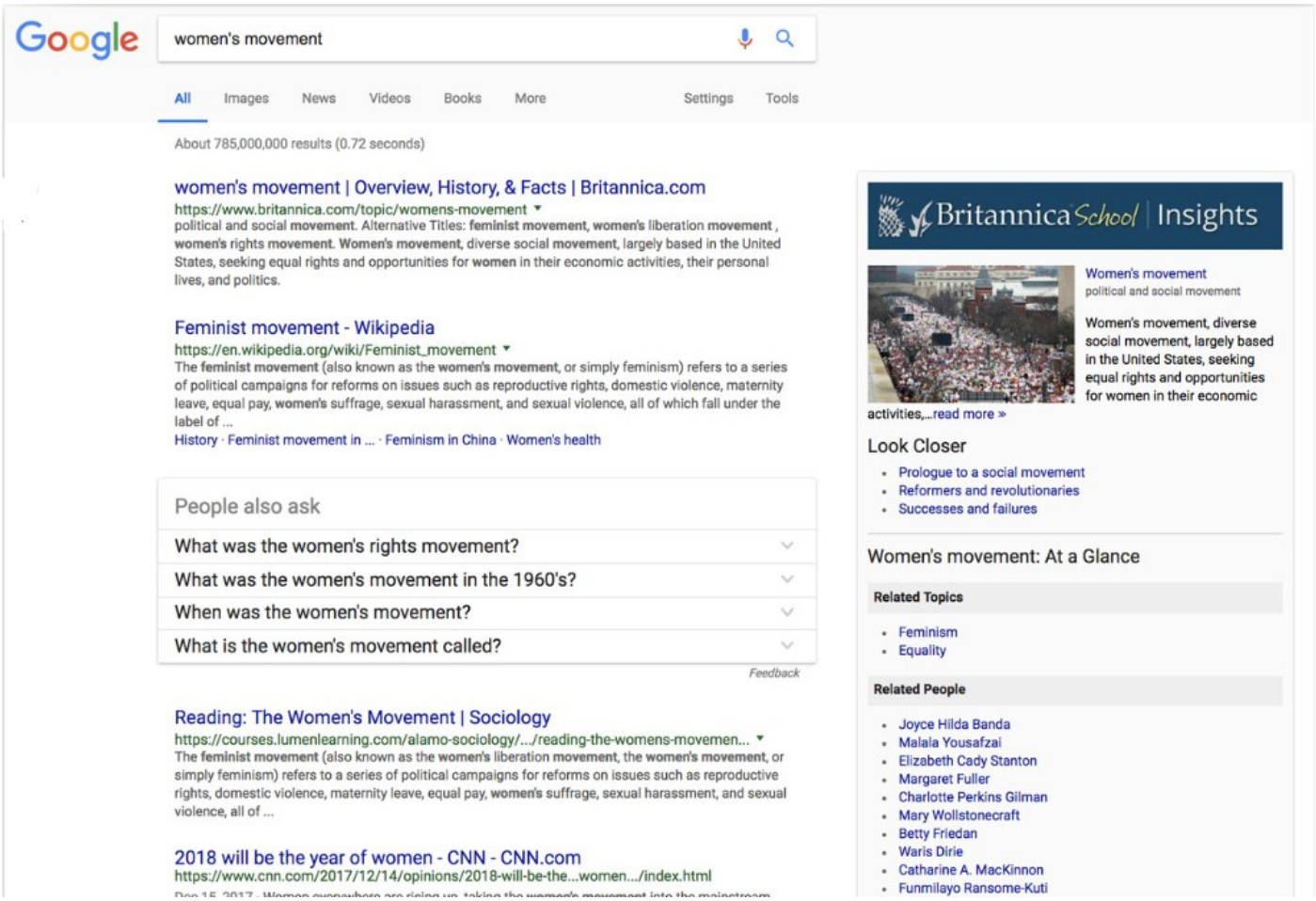
Searching for your curriculum content

Select your standard, subject, and grade level to view all the relevant Britannica content that maps directly those strands. This will ensure that your resources align with all necessary curriculum targets.

Cross-curriculum Planning

Easily identify opportunities for cross-curriculum learning and collaboration!

Britannica School Insights



Support literacy skill development and ensure your students can bring a trusted research companion along with them on their Web searches with the new, FREE Chrome extension for Britannica School users.

Add Britannica School Insights as a Google Chrome Extension by navigating to britannicalearn.com/product/britannica-school-insights/

To learn more about scheduling, contact us:
training@eb.com | 800-621-3900 | britannicalearn.com

Britannica® IMAGEQUEST™

Guided Tour

Your guide to getting started with Britannica ImageQuest

Britannica Digital Learning

Table of Contents

PG 3 The Britannica Vision
History and mission of Britannica

PG 4 ImageQuest Home Page
Features of the Britannica ImageQuest Home Page

PG 5 Search Results
Access to millions of rights-cleared images

PG 6 Image Details
Features and tools within an image

PG 7 Sign in to My Images
Sign In and create a personal Images Account

PG 8 My Images
Organize and favorite your image content

PG 9 Project Ideas
Learn how to implement media literacy in the classroom

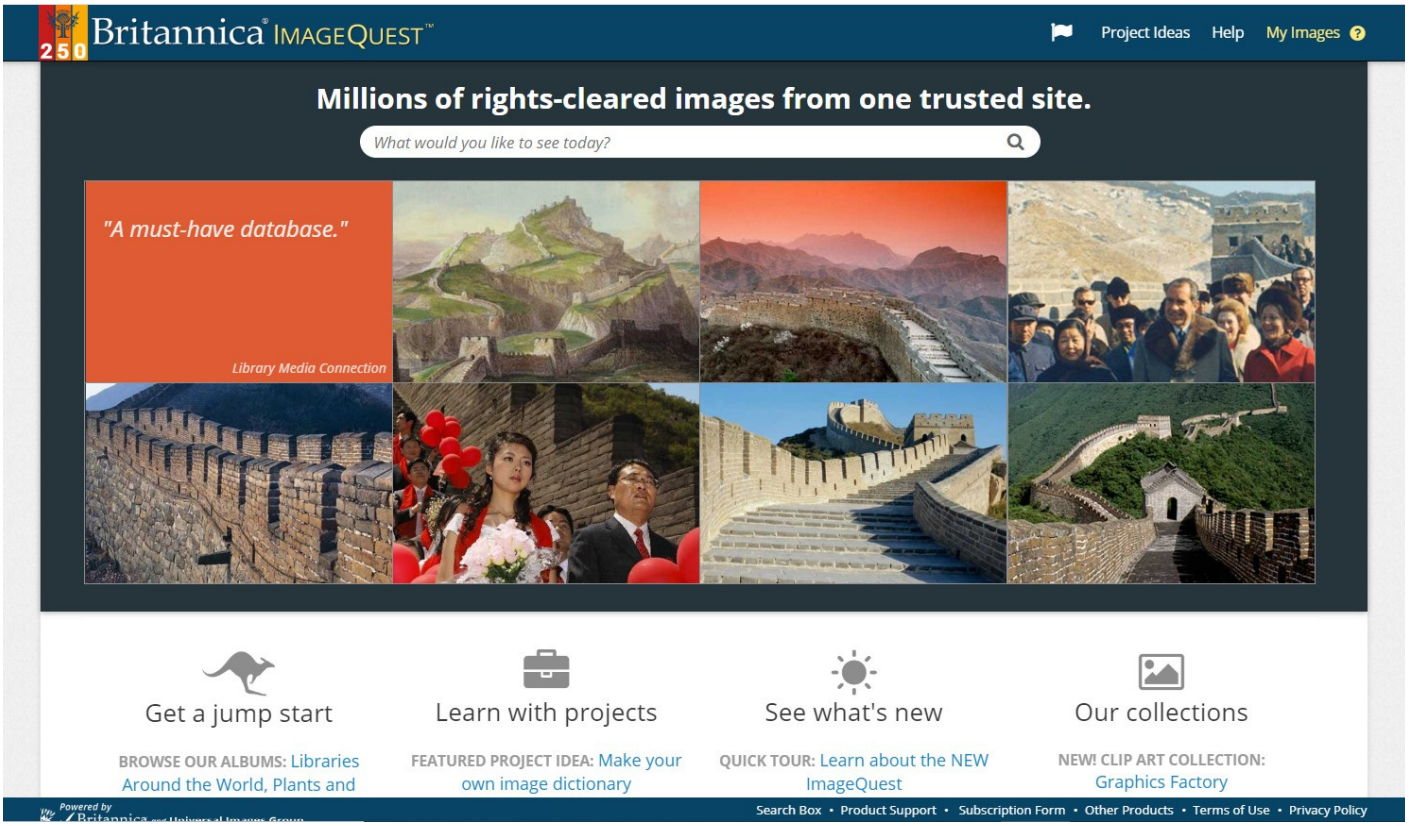
The Britannica Vision

For more than 250 years, Britannica has collaborated with experts, scholars, educators, designers, and specialists as well as our global team of editors to provide safe, reliable, and relevant information. We work diligently to review all content and produce digital learning products that are critical to providing a useful and enjoyable learning experience.

Britannica Digital Learning resources are designed in collaboration with parents, educators, and content experts for the modern-day classroom and home learning environments.

We are passionate about igniting curiosity and spreading the joy of discovery to learners by bringing high-quality, reliable, and accessible learning resources to people all over the world.

Britannica ImageQuest



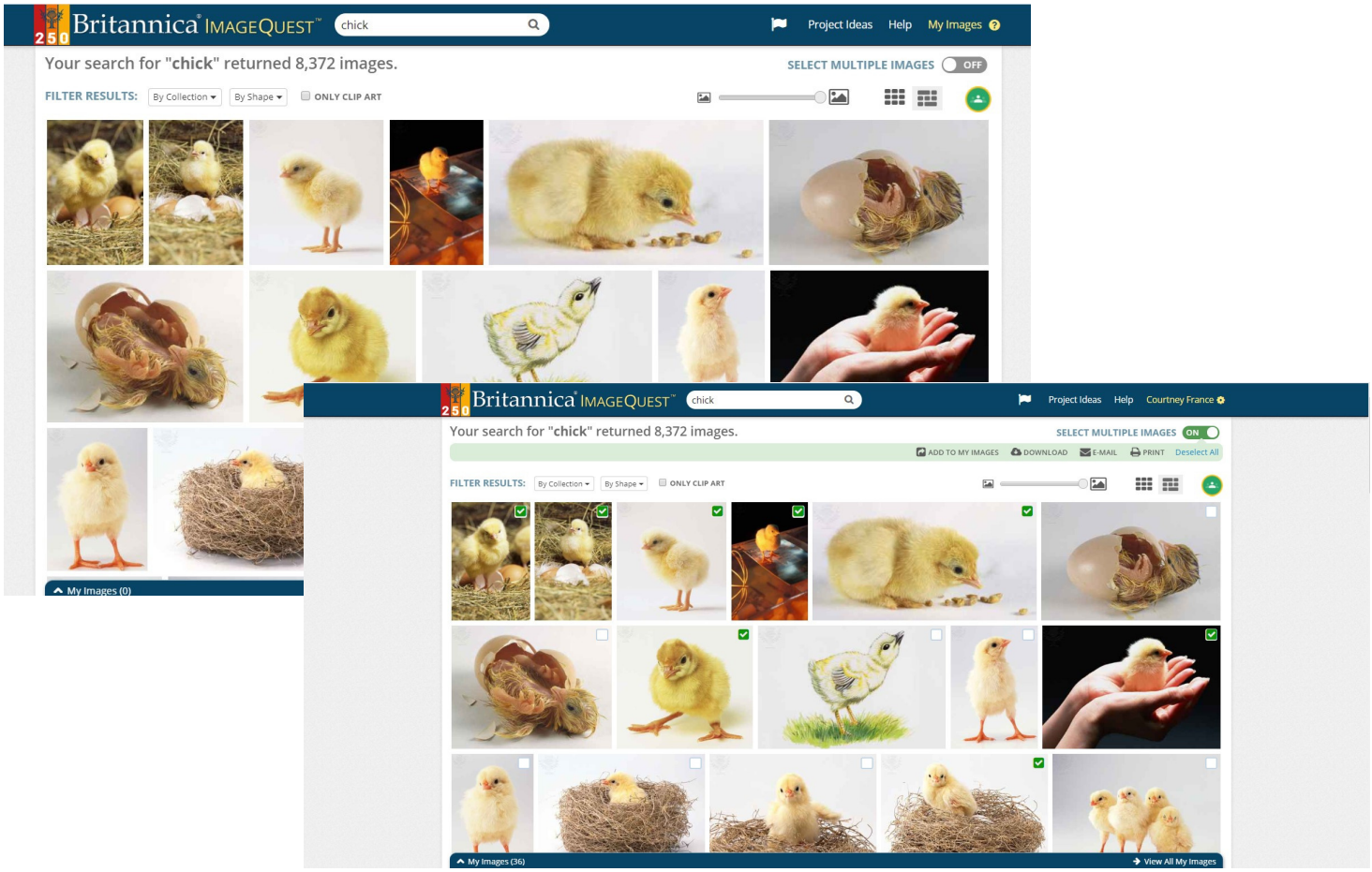
One resource, over 3 million images, many uses!

Britannica ImageQuest brings lesson plans, assignments, and projects to life with more than 3 million images from over 60 leading collections!

The Bridgeman Art Gallery, Getty Images, the Science Photo Library, Ingram Publishing, the National Geographic Society, and other trusted image sources have joined with Britannica to provide the best and broadest offering of curriculum-relevant imagery and clip art materials (infographics, signs and symbols, graphic concepts, and cool vector illustrations), all rights-cleared for educational, non-commercial use.

Search Results

Built and designed with younger learners in mind, the site offers engaging and eye-catching colors and images. Regularly updated content makes the homepage the perfect place to find unique lesson hooks and discussion points.



Filter Results

Refine your search by using the search filter tools. Filter images by your favorite photo collections, search images by orientation, or access millions of clip art images!

Multiple Images

Engage with multiple images at one time by turning on the "Multiple Images" feature. Select multiple images at once to share, print, and save to your personal My Images account!

Image Details

Students and educators can use images in many ways to support classroom instruction! Include images in lessons and activities to increase media literacy and support visual learning.

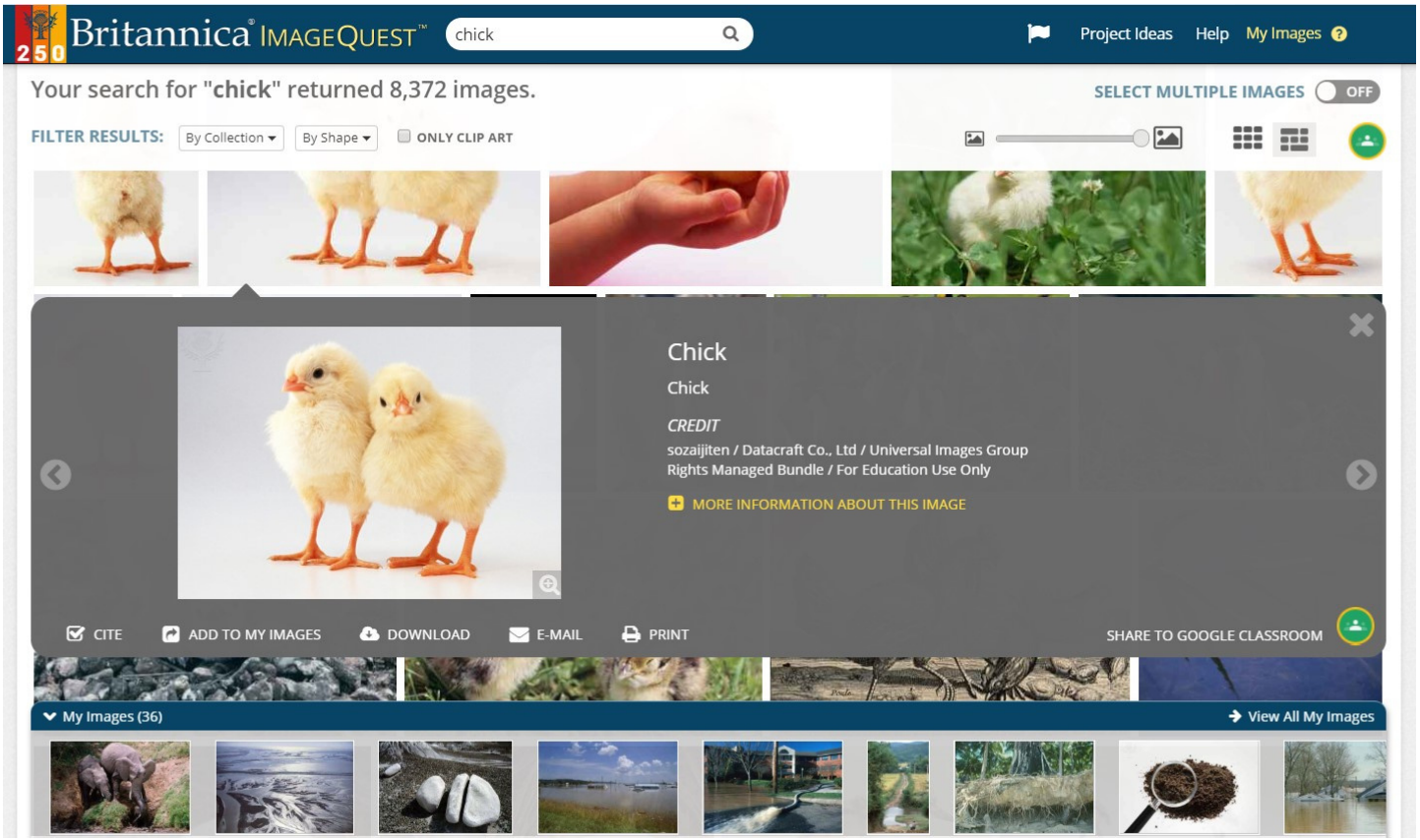


Image Tools

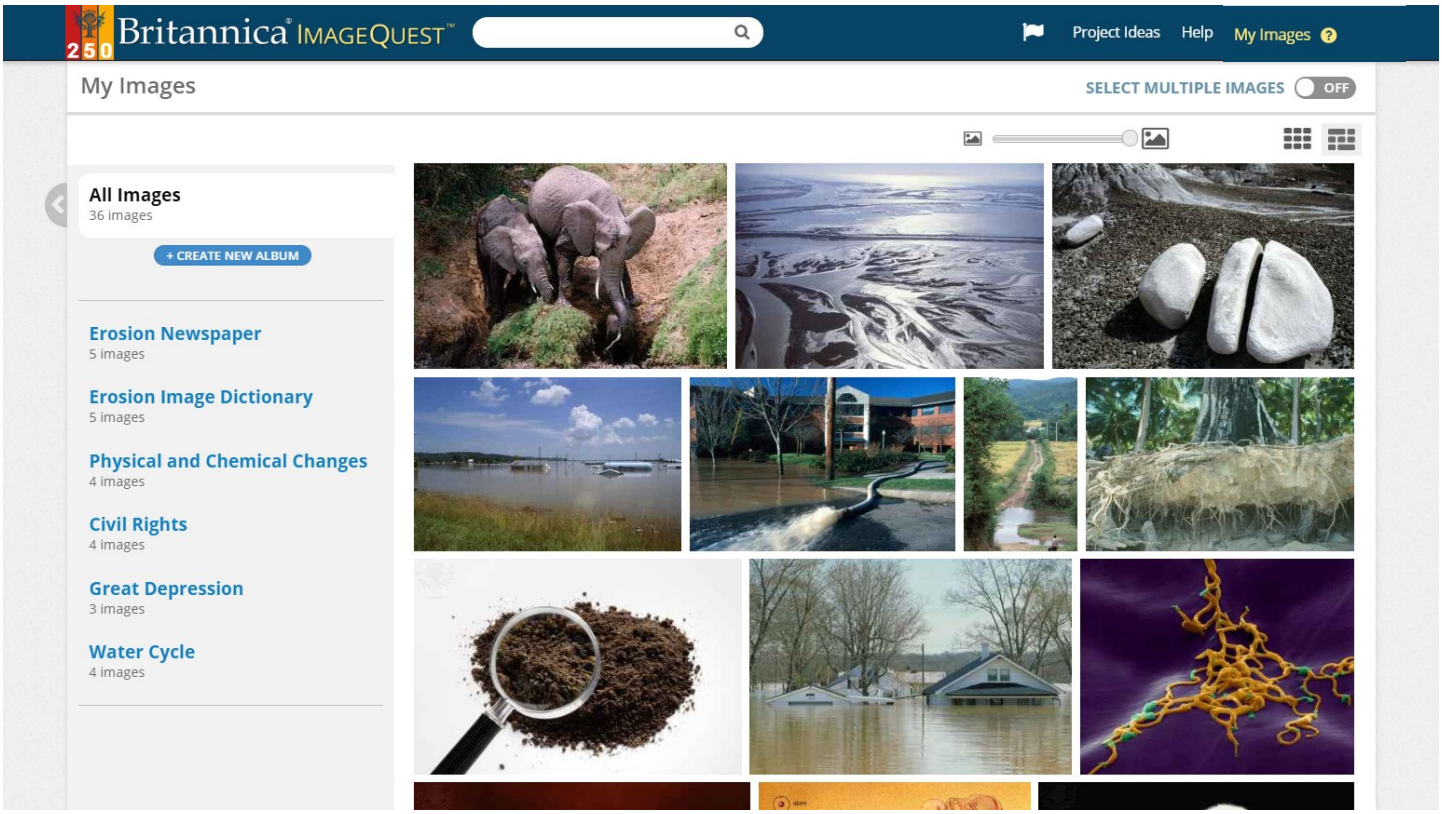
Once you have selected an image you can save, share, and cite that image. All images come with citations in the four major formatting styles. Save images to your personal My Images account, download directly to your computer, or print images instantly!

Sharing

Share your search results by downloading image files directly to your computer. Email images to other Britannica users. Print images or share to Google Drive or Google Classroom.

My Images

Set yourself up with a personal My Images account. Here, both educators and students are able to view their favorited images and organize them into albums. The notes section allows for simple communication between educators and students making My Images and Albums a great tool for digital learning!



How should teachers use My Images?

My Images provides the perfect area for teachers to collect and organize all relevant images for a specific unit of work. Use the notes section for forward planning. Don't forget that you can upload your own images into a My Images album!

How should students use My Images?

Students can keep track of the content they have found as they research by organizing it into an album. They can use the notes section to write summaries of key points and other notes they collect as they research. Students can email and share the pack with teachers and peers to share their progress.

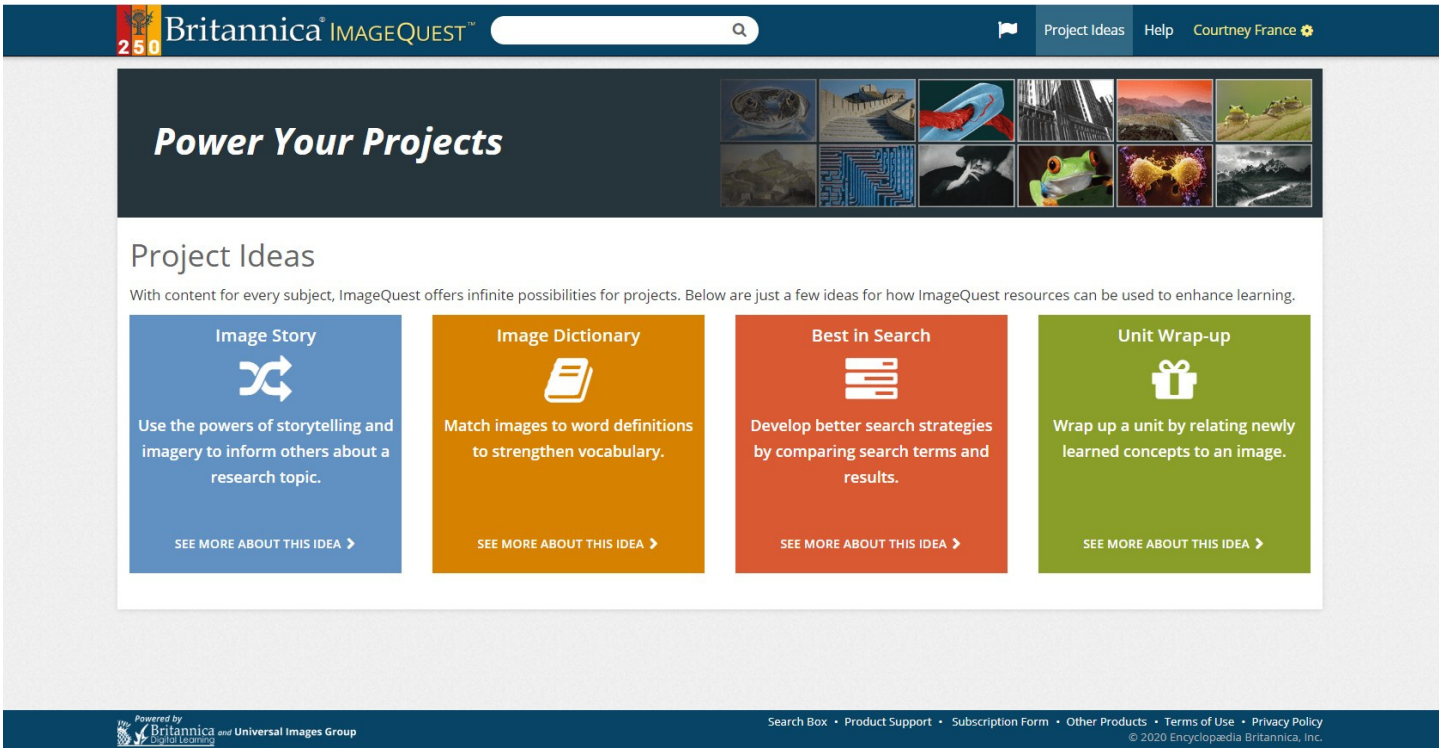
Project Ideas

Image Story

Combine the power of image and storytelling to enhance media literacy! Use Image Story to inform others about a research topic using the sequencing of images and text.

Image Dictionary

Enhance vocabulary acquisition of domain- and content-specific words. Relate visual images to specific definitions.



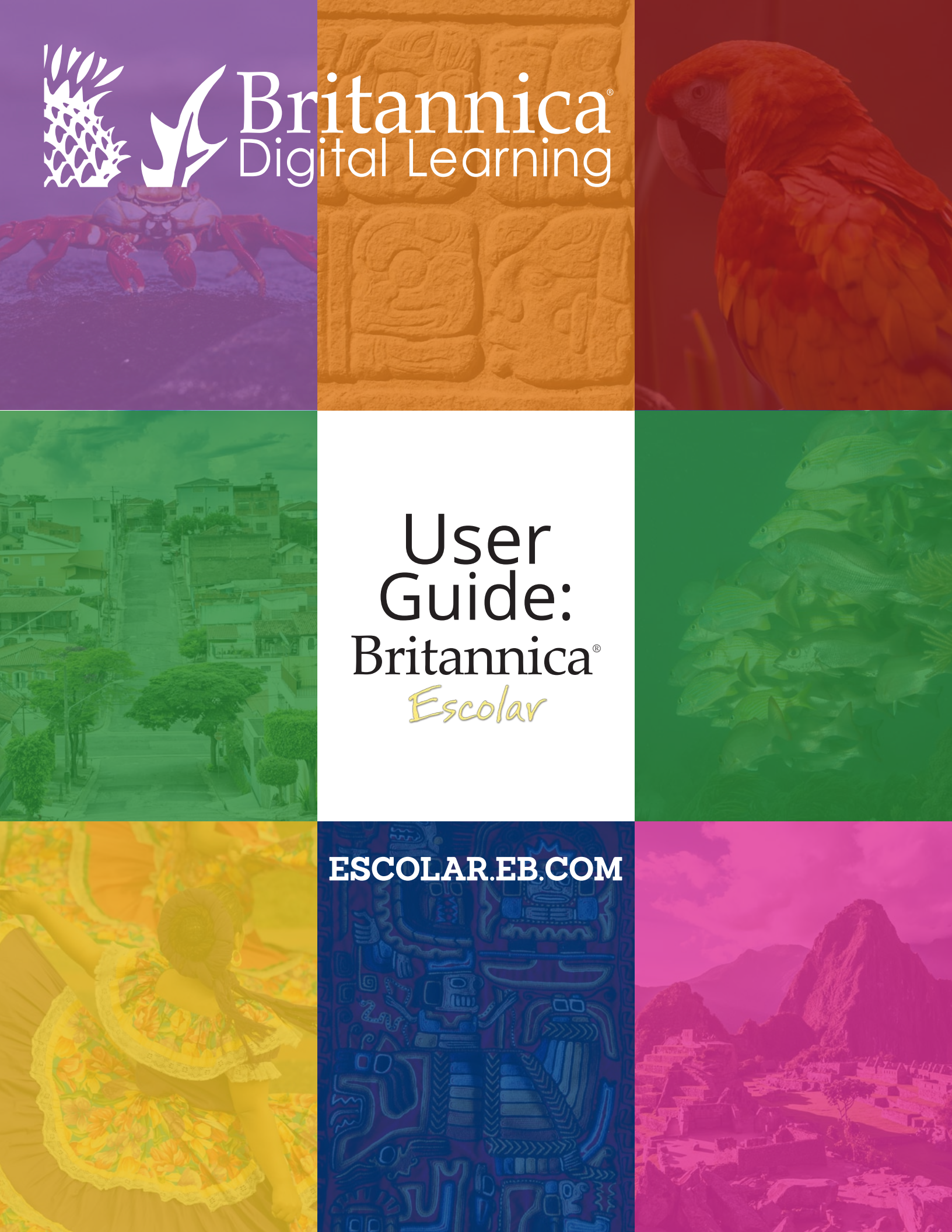
Best in Search

Teach learners to refine their search results using Best in Search. Enhance students' searching strategies by comparing search terms, keywords, and results.

Unit Wrap-Up

Synthesize learning with Unit Wrap-Up. Encourage students to relate concepts learned throughout to relevant images.

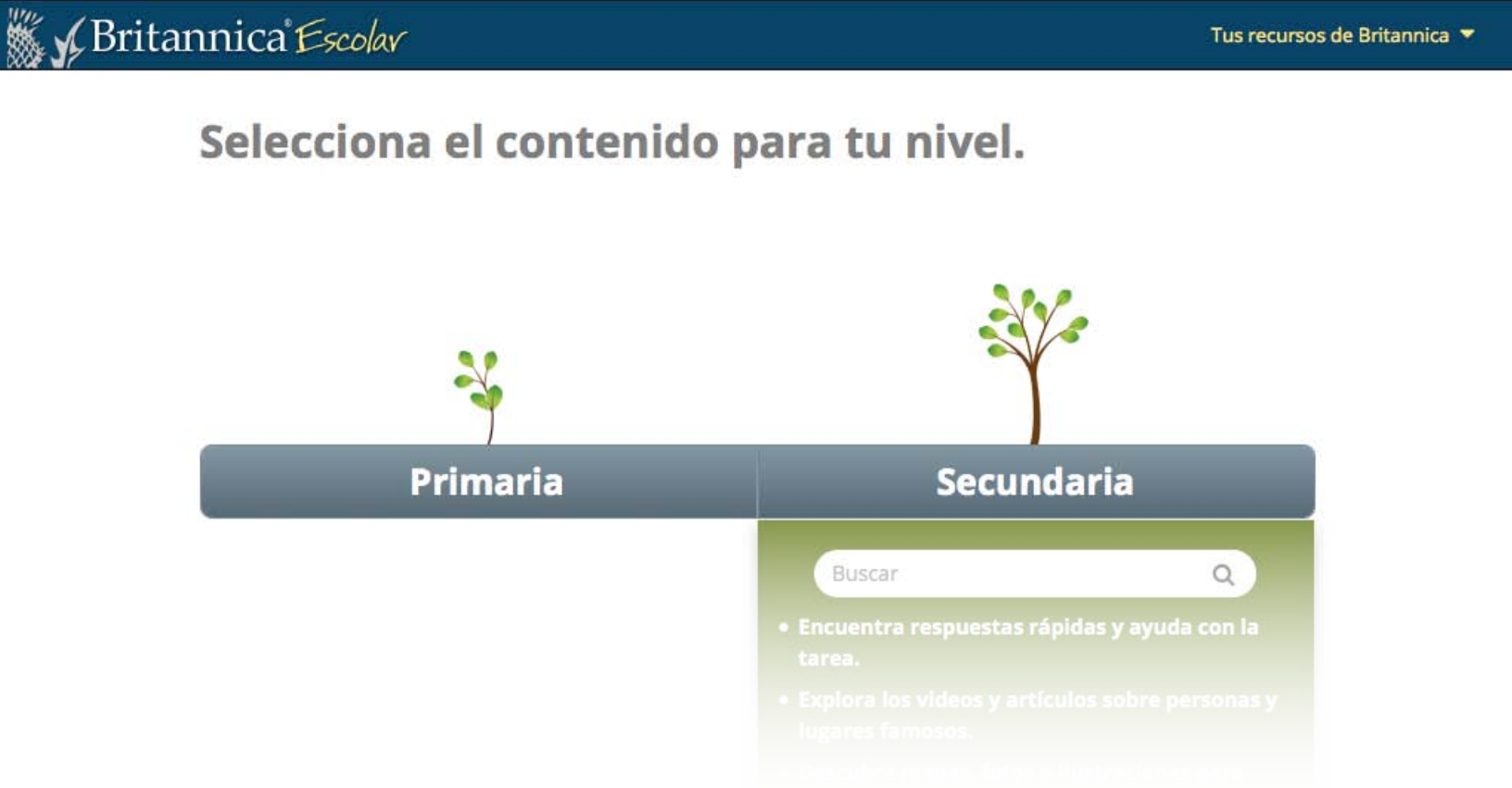
contact@eb.com | 800-621-3900 | britannicalearn.com



User Guide:

Britannica® Escolar

ESCOLAR.EB.COM



BRITANNICA® DIGITAL LEARNING

The best digital resources for your school

Welcome to *Britannica® Escolar*, the Spanish digital learning portal for Elementary and Middle school students. The updated content of *Britannica Escolar* is organized by grade levels to help improve student achievement, provide differentiated instruction, and maximize the use of technology in the classroom.

We have created this user guide to show you how the portal works and to help you introduce *Britannica Escolar* into your daily school activities.

We also offer free online training sessions for students, teachers, and librarians. One of our experts will guide you through the product and explain how to use the resources. Visit our website to see available sessions and register: http://britannica.es/Resources.html

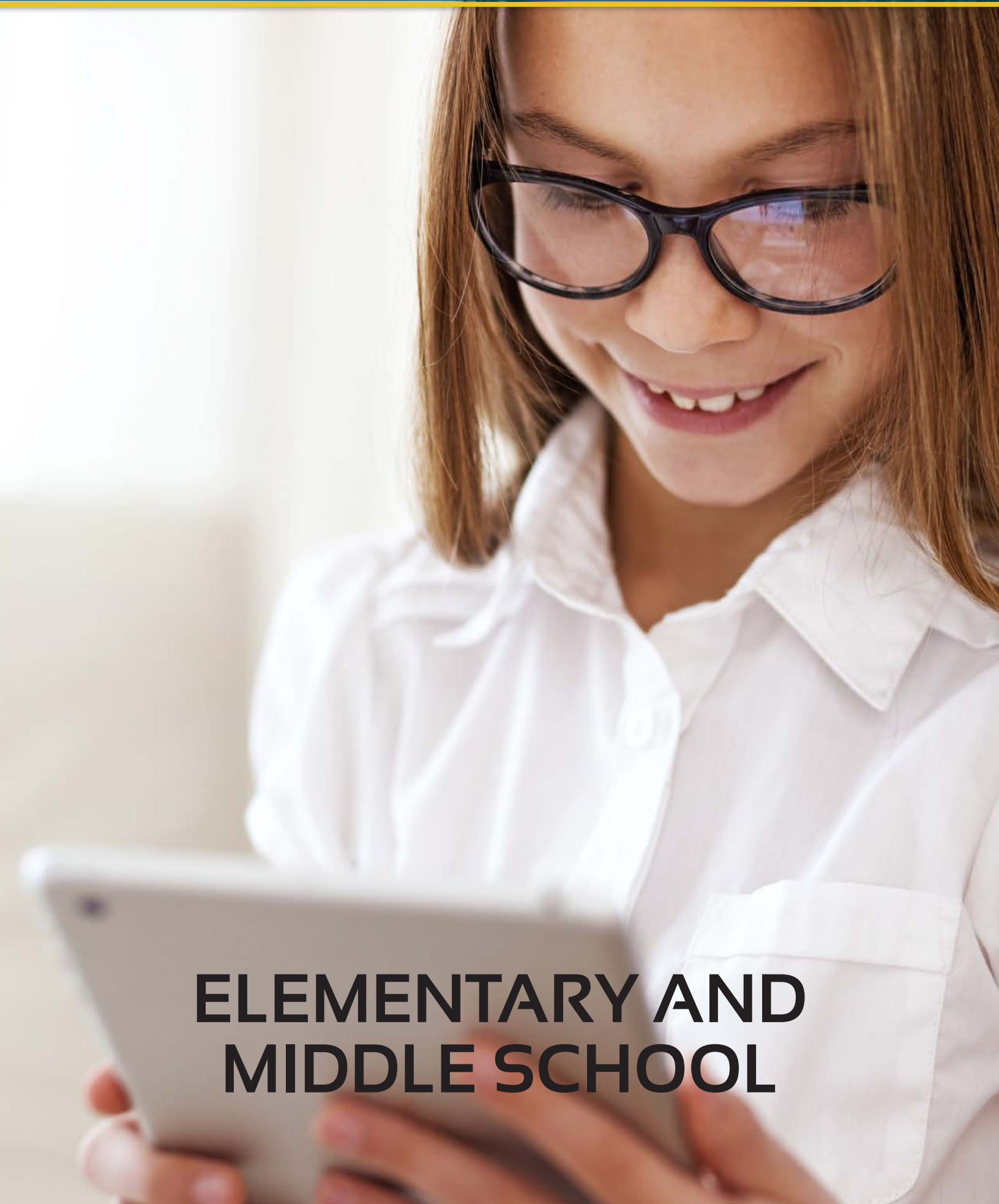
Please feel free to contact us if you need help or have any questions.

Sincerely,

The Britannica Team
Encyclopædia Britannica, Inc.
331 N. LaSalle St.
Chicago, IL 60654

(+1) 800 621 3900
contact@eb.com | info.eb.com

Britannica® Escolar



ELEMENTARY AND MIDDLE SCHOOL

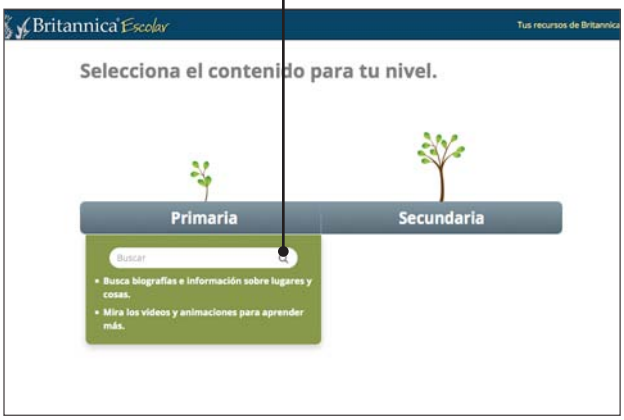
INTRODUCTION

The new *Britannica® Escolar* allows students to complete their homework using thousands of articles, images, multimedia assets, and detailed maps. Students can also enjoy a variety of useful learning tools developed by education experts. You can trust *Britannica Escolar* to inspire, inform, and support student learning and discovery from any device connected to the Internet.

Welcome to *Britannica® Escolar*

You can choose between two levels: *Primaria* (Elementary) or *Secundaria* (Middle)

Content search for two academic levels

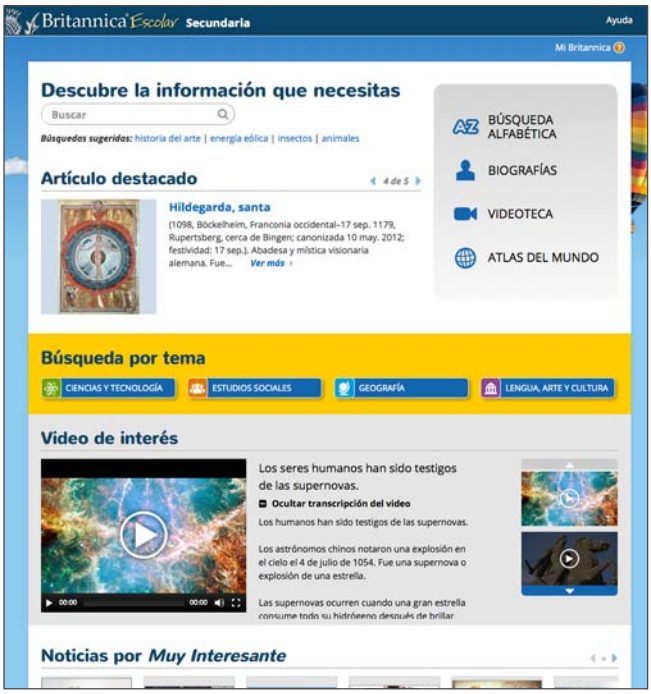


Primaria (Elementary)

Start your search by using keywords, subject browse or featured categories.

The content of ***Animal del día*** **(Animal of the Day)** and ***¿Sabías que...?*** **(Did You Know?)** sections change every time the student enters the homepage to help stimulate the student's curiosity.

Secundaria (Middle)



This level offers content on more advanced topics, as well as images, maps, audio, and videos to help students analyze and evaluate different sources of learning.

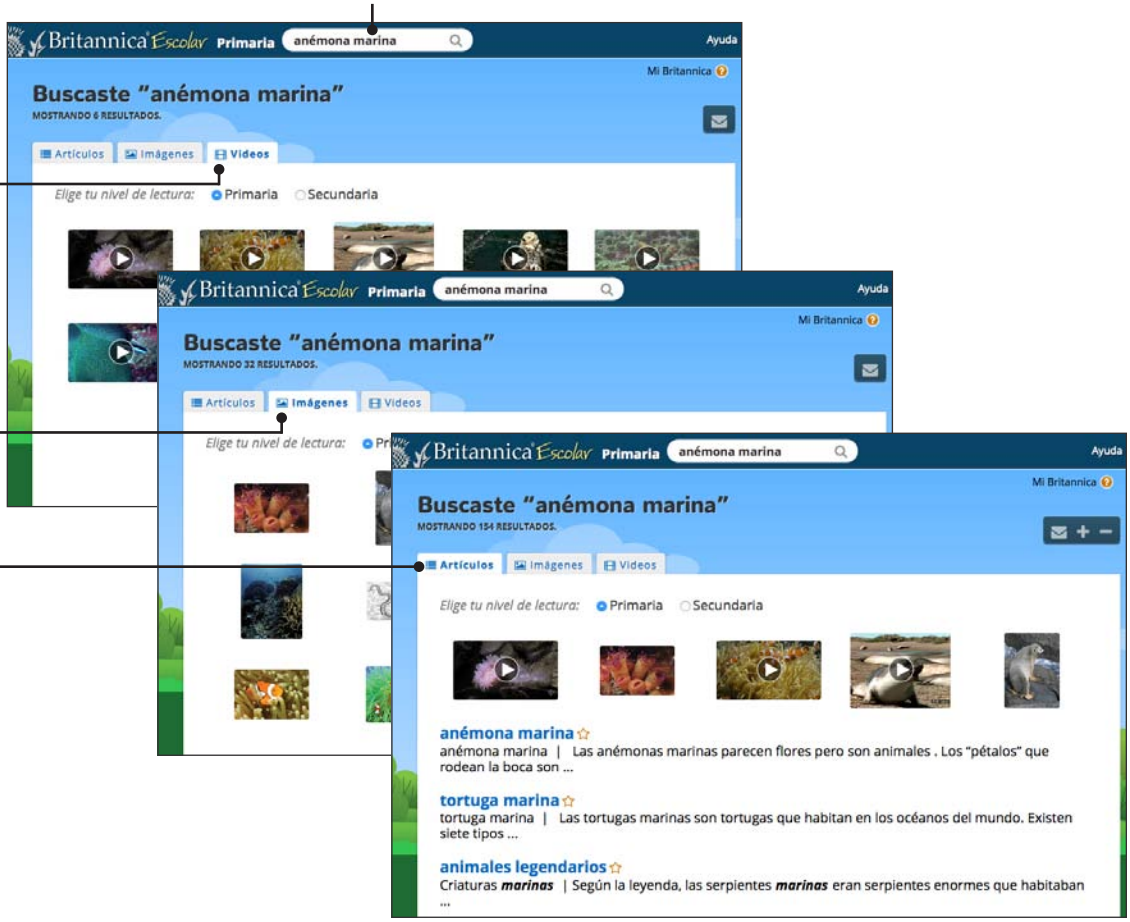
Search Results

To start using the portal, use the search box at the top of each page or search topics by alphabetical order, subject category, biography, animal group or its habitat, or explore the video library.

Start a new search here.

You can view images and videos related to the topic of your search.

On the search results page, students can choose the reading level that is right for them.



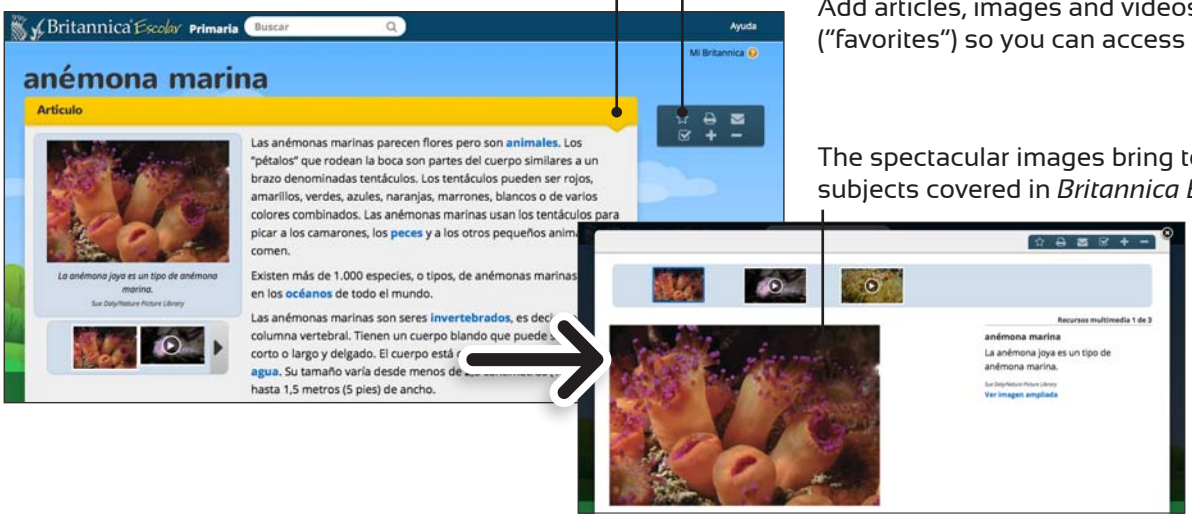
Articles

The articles in *Britannica Escolar* are unique because of their informative content and relevant multimedia.

The text in each article is segmented so younger students can easily focus on the content.

Print, save or email articles, images and search results.
Add articles, images and videos to your "*favoritos*" ("favorites") so you can access them later.

The spectacular images bring to life the different subjects covered in *Britannica Escolar*.

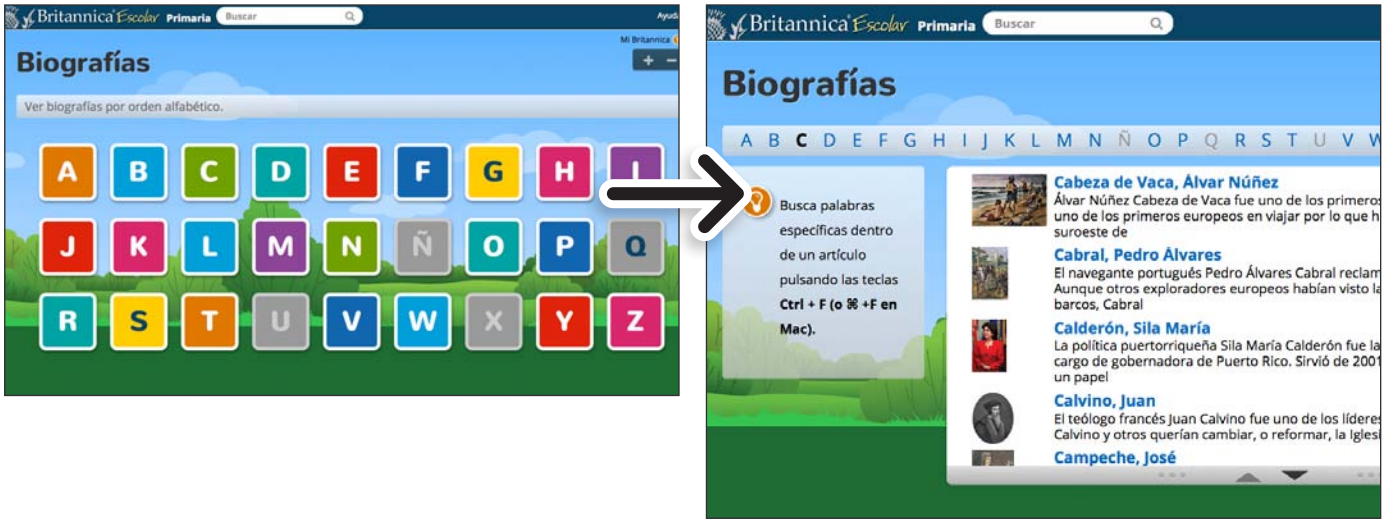


Búsqueda alfabética (Alphabetical Search)

You can search for articles alphabetically.

Biografías (Biographies)

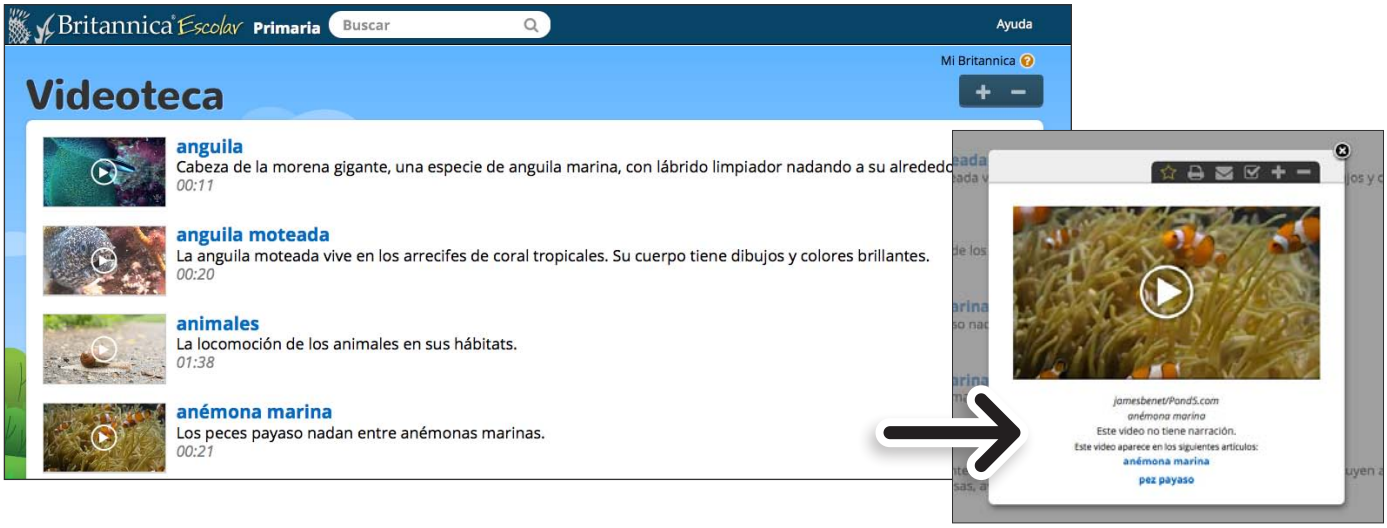
You can also search the biographies section alphabetically.



Atlas del mundo (World Atlas)

Search the geographic location and information about the different countries of the world using the interactive *Atlas del mundo* (World Atlas).

Videoteca (Video library)



Reino animal (Animal Kingdom)

Discover the animals by group or habitat.

Explore the related hyperlinks on the right-hand side of the page to learn more about the important issues related to animals.

You can also search this feature alphabetically.

Browse by Subject

Click on the subject to see a list of related articles.

Mi Britannica (My Britannica) provides educators and students with a quick and easy way to save and organize the different materials available in *Britannica Escolar*, including articles, images, and videos. Follow these simple steps to create your account and begin using *Mi Britannica* (My Britannica).

Browse by Subject

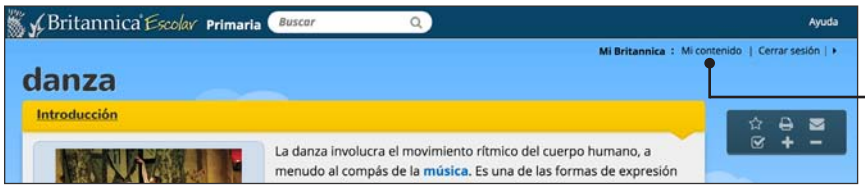
Save any article, image or video available in the portal as a "*favorito*" ("favorite").

1

To add content to your "*favoritos*" ("favorites"), click on the star icon. You will need to sign in in order to use this tool.

2

You can also organize your content by collections. Create a new collection or add a resource to an existing collection.



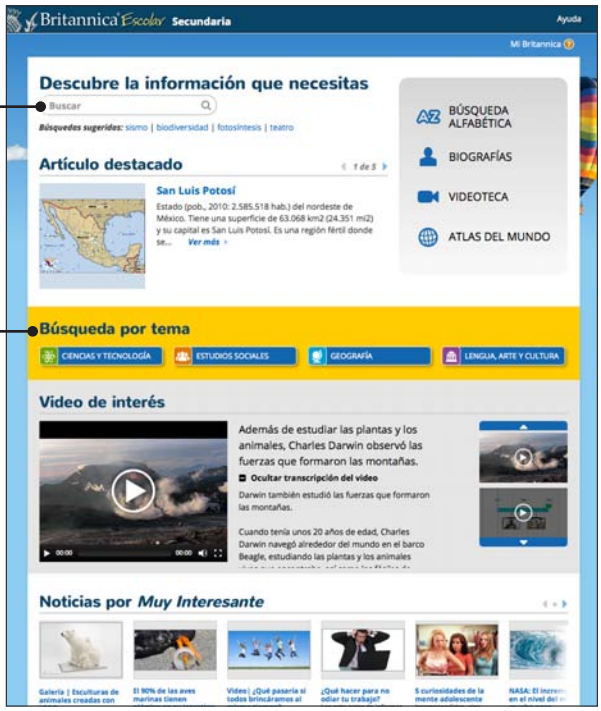
3

Click on *"Mi contenido"* ("My Content") on the top right.

4

Here you will find your saved articles, images and videos.

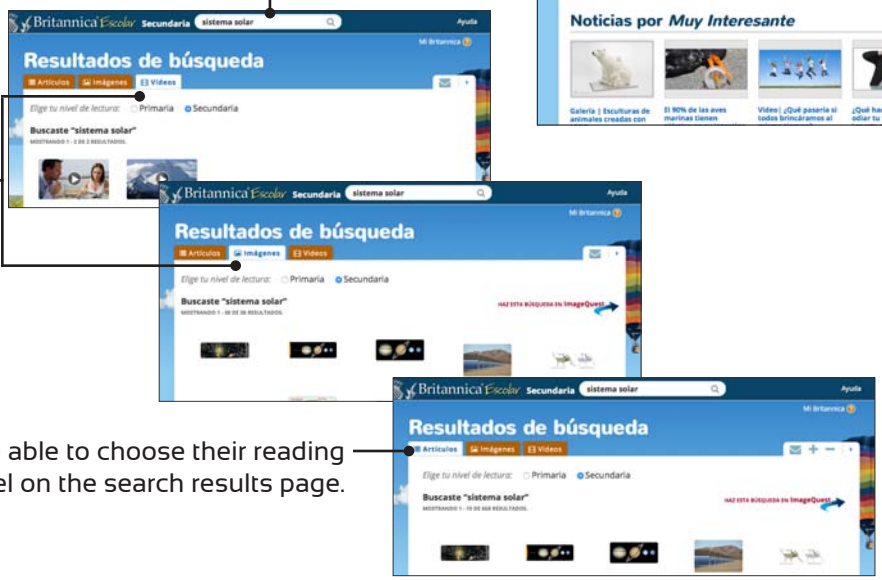
To start using the *Secundaria* (Middle) school level portal, use the search box at the top of the page or search articles alphabetically or by subject category. You can also browse biographies alphabetically and explore the video library.



Resultados de la búsqueda (Search Results)

Start a new search here.

You can view images and videos related to the topic of your search.



Students will be able to choose their reading level on the search results page.

Article content in this level is more advanced and is targeted for the Middle School students.

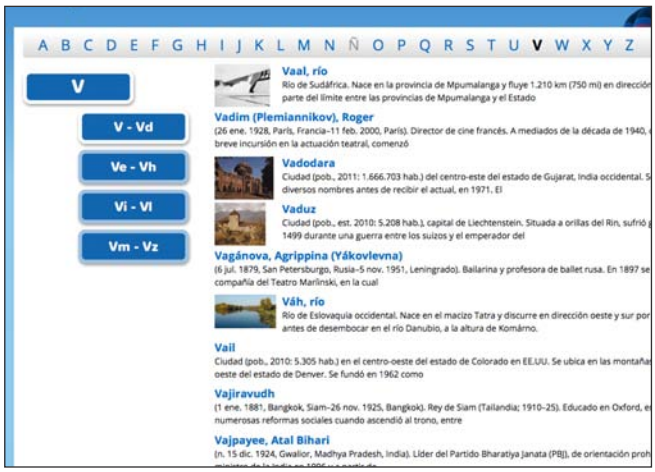
Table of Contents of the article can be expanded on the left-hand side of the page.

Print, save or email articles, images, and search results. Add articles, images, and videos to your *"favoritos"* ("favorites") so you can access them later.

The spectacular images bring to life the different subjects covered in *Britannica Escolar*.

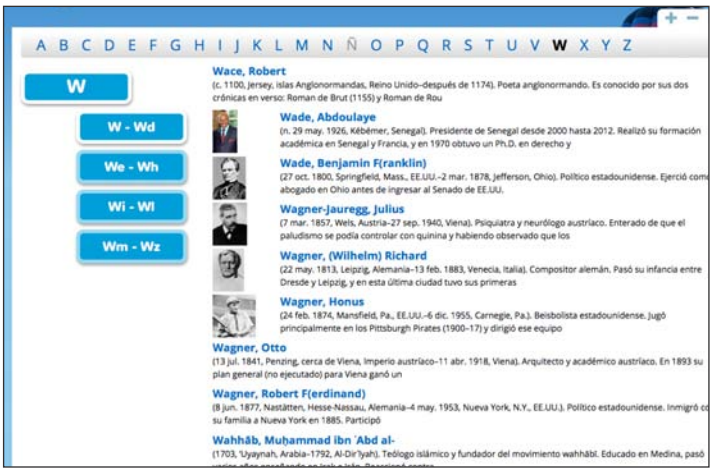
Búsqueda alfabética (Alphabetical Search)

You can search for articles alphabetically.



Biografías (Biographies)

You can also search the biographies section alphabetically.



Videoteca (Video library)

Atlas del mundo (World Atlas)

Search the geographic location and information about the different countries of the world using the interactive *Atlas del mundo* (World Atlas).

Search for a specific country.

Click to read the complete article about the country.

Logo

Visit our website to download the logo:
info.eb.com/educators-resources/logos-to-download/

Search Widget

For Britannica subscribers:
Students and teachers can search *Britannica Escolar* directly from their school or library site with this unique tool! Your institution's site administrator can add the search widgets to your site by copying and pasting the code below.

```
<iframe src='http://escolar.qa.eb.com/levels/
secundaria/searchbox' frameborder='0'
width='430' height='82'>
</iframe>
```

```
<iframe src='http://escolar.qa.eb.com/
levels/primaria/searchbox' frameborder='0'
width='430' height='82'>
</iframe>
```

Copy and paste the code in your site.

CONTACT INFORMATION

+1 800 621 3900

INFO.EB.COM

Britannica® Digital Learning

331 N. LASALLE ST., CHICAGO, IL 60654

CONTACT@EB.COM

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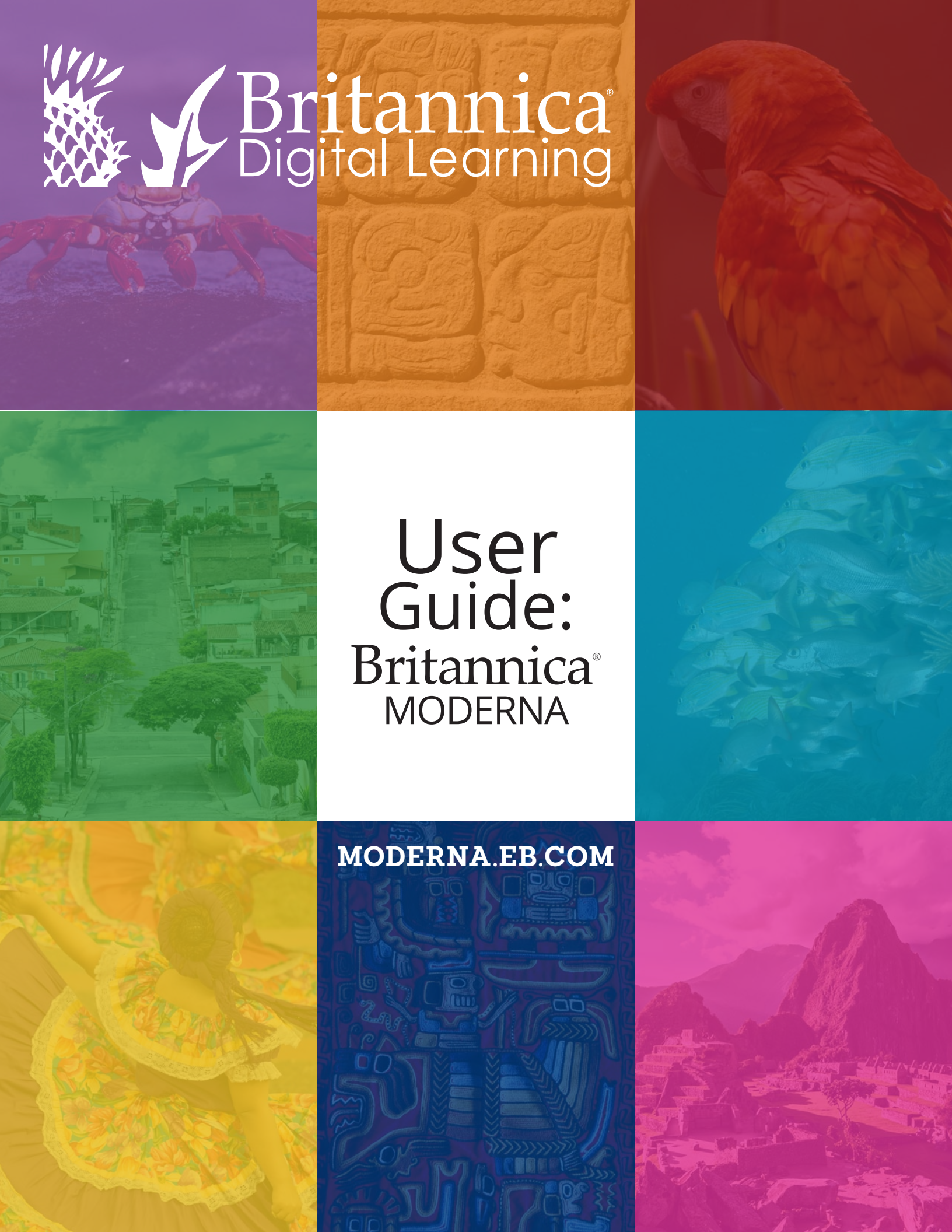
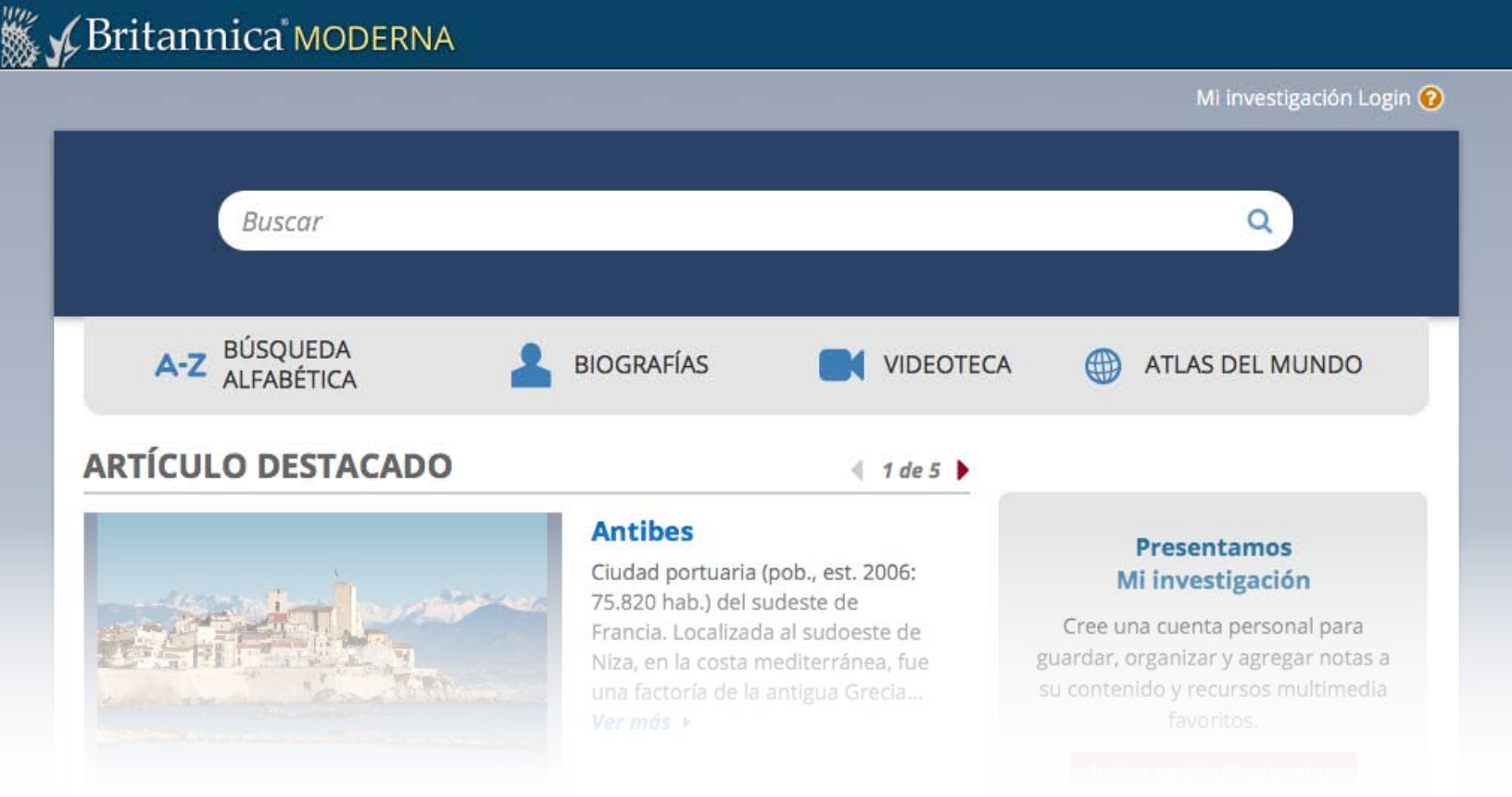


User Guide:

Britannica® MODERNA

MODERNA.EB.COM



WELCOME TO BRITANNICA® DIGITAL LEARNING

The Best Spanish-language Digital Resource for your Research Needs

Congratulations on your decision to use *Britannica® Moderna*, a comprehensive collection of spanish-language resources perfect for all of your research needs. You'll have access to thousands of articles, dictionaries, multimedia assets and much more, all from one easy-to-use site!

We have prepared the following user guide to help you start using *Britannica Moderna*. If you prefer, we also offer free online training sessions for all subscribers. One of our customer service specialists will guide you through the site and answer any questions you may have. Please visit britannicalearn.com for more information about these sessions.

Please feel free to contact us anytime if you have any questions.

Best regards,

Equipo Britannica
Encyclopædia Britannica, Inc.
325 N. LaSalle St., Suite 200
Chicago, IL 60654

(+1) 312 347 7000
contact@eb.com | britannicalearn.com

Welcome to *Britannica® Moderna*

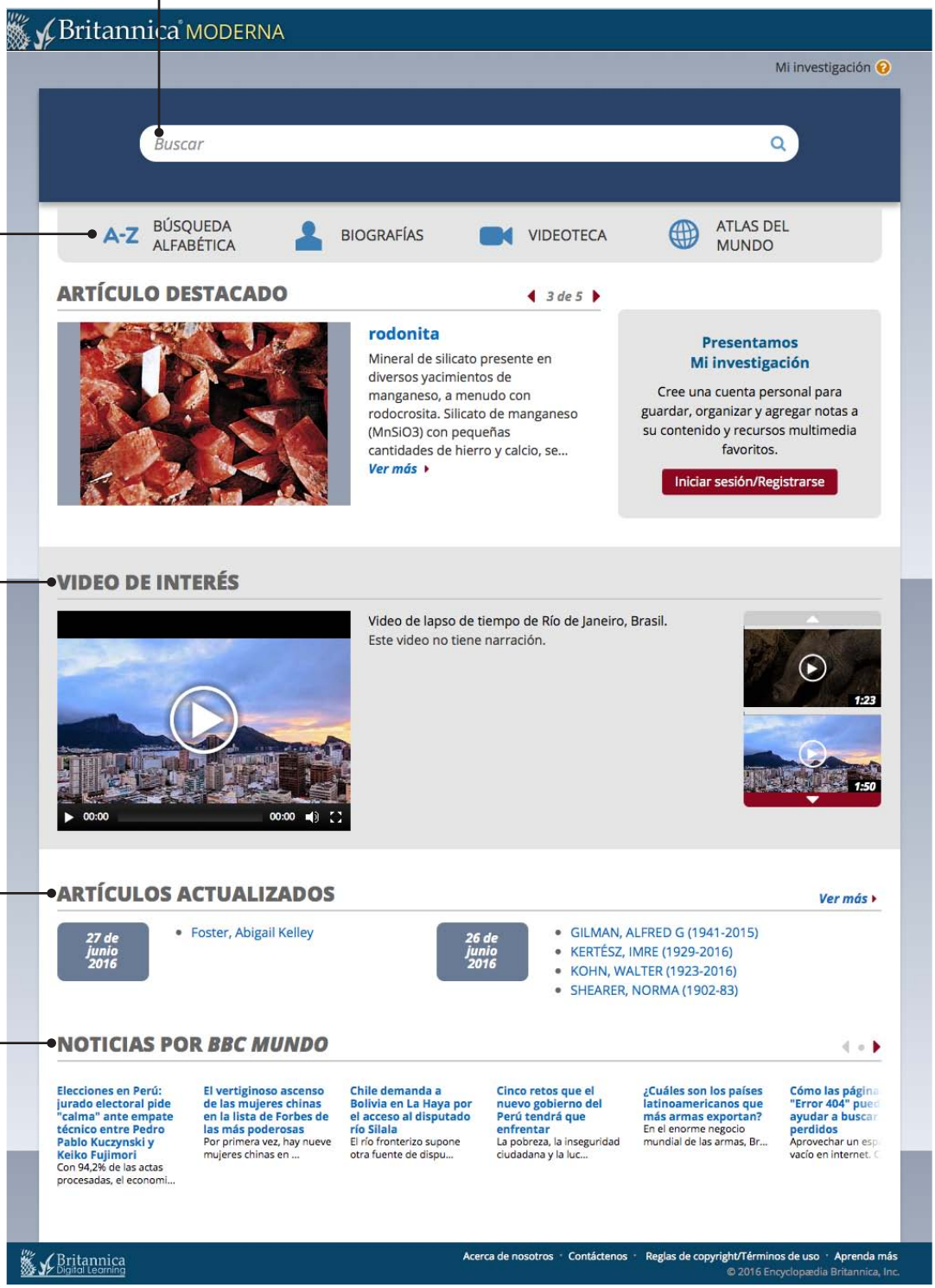
Type a word or phrase into the search box at the top of the page

You can also search alphabetically, browse through biographies of prominent figures, check out the video library or use the *Atlas del Mundo* (World Atlas) to explore different regions of the world.

The *Video de interés* section shows a new video every time you refresh the homepage.

The *Artículos Actualizados* section will allow you to see the list of newly added and reviewed articles in the site.

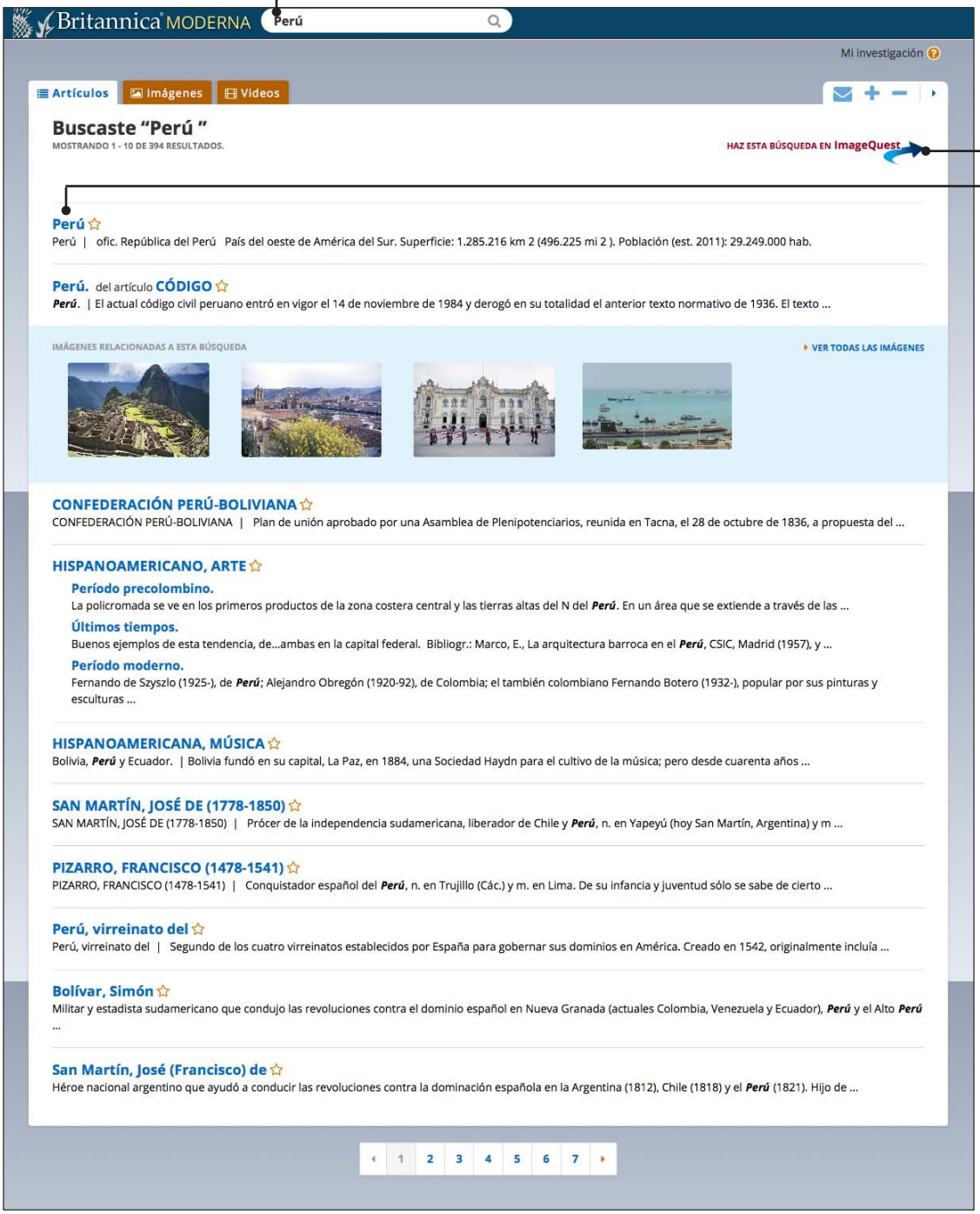
See the latest news from the *BBC Mundo* newsfeed.



Search Results Page

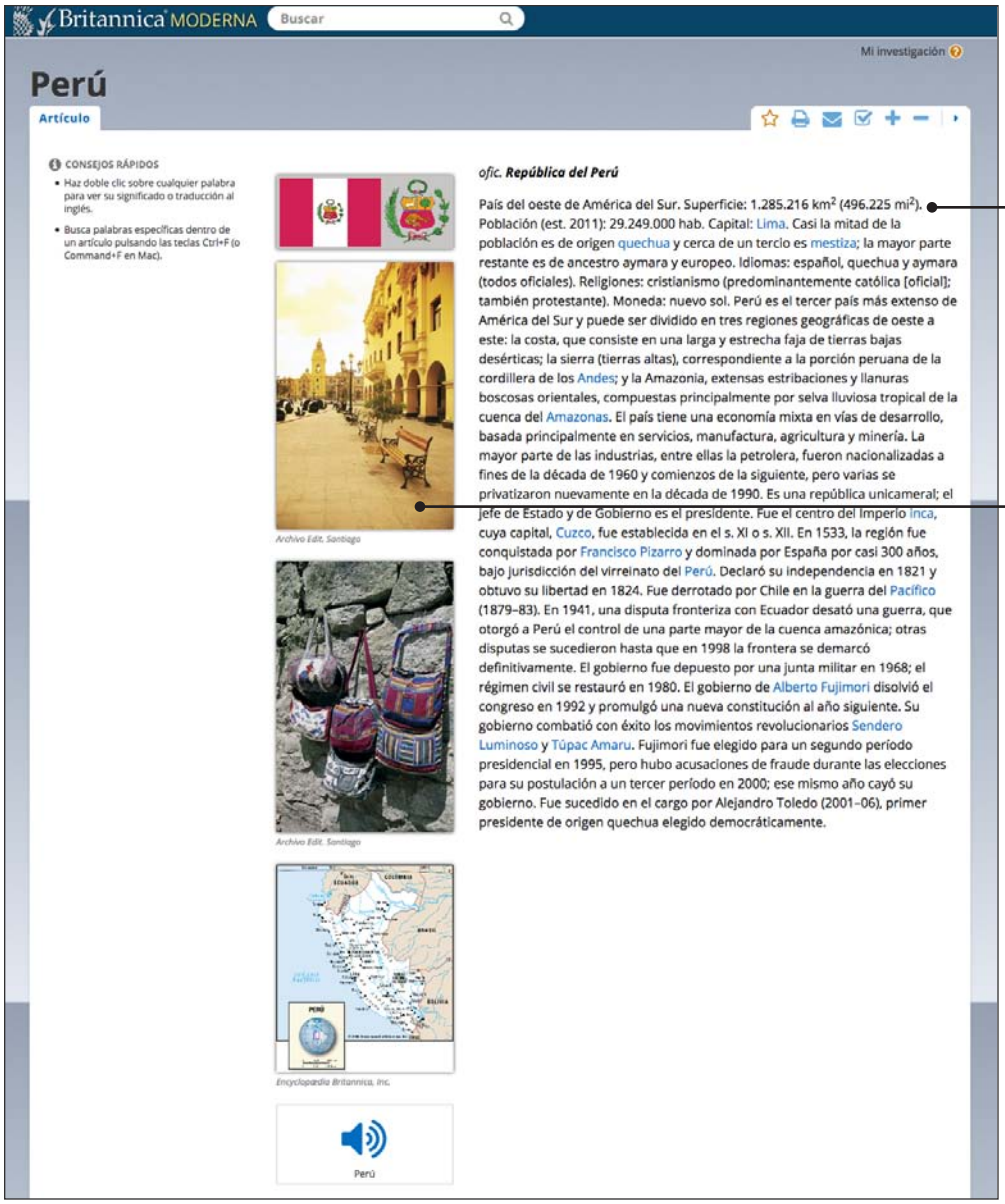
Begin a new search here.

Click here to see the results of your search in *Britannica ImageQuest*™, the digital database with over 3 million images from the best providers worldwide. (Please note that you must subcribe to *ImageQuest* as well to use this feature).



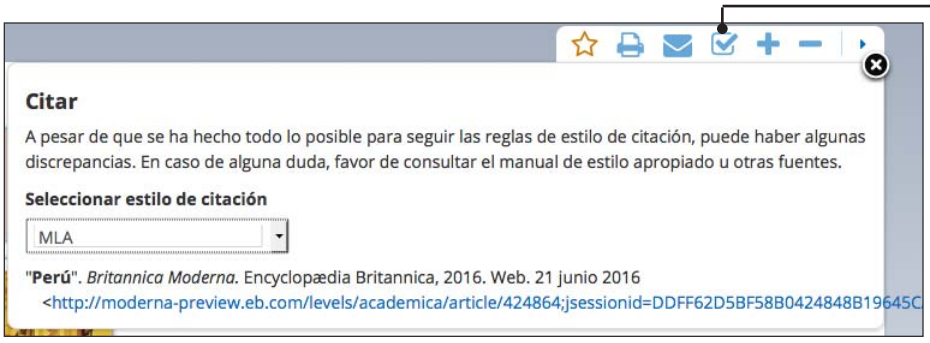
Click on the article title to further explore the results of your search.

Articles Page



The article text appears in the center of the page. The hyperlinks within the article will take you to other related Britannica content.

Find pictures and other related media assets in the sidebar of the article. Click each one individually to maximize it.



Correctly formatted citations are conveniently located at the bottom of each article page.

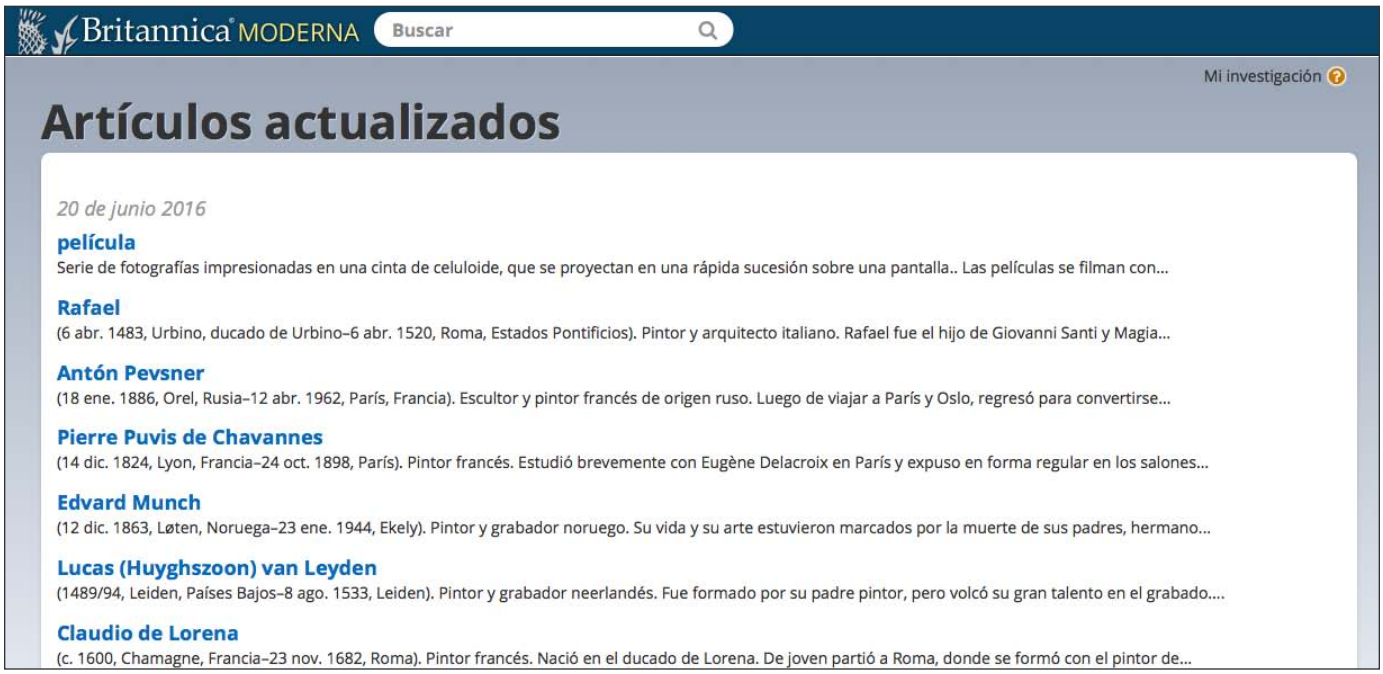
Atlas del mundo (World Atlas)

Click on any continent or type in the name of a country from the Home Page.
Click on the map to learn more about a specific country.

Once you click on a country a summary will appear with the option to read the complete article.

New and Updated Articles

This section will allow you to see newly added and updated articles within the site.



Mi investigación (or My Research)

Save your favorite *Britannica Moderna* content in the *Mi Investigación* section. You can take notes, personalize and share content with other users.

CONTACT

1 800 621 3900

BRITANNICALEARN.COM

Britannica Digital Learning

325 N. LASALLE ST., STE 200, CHICAGO, IL 60654

CONTACT@EB.COM

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Britannica
Digital Learning

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

DATE:	November 2, 2022
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	Library Databases for Henrico County Public Schools
CONTRACT NUMBER:	2326D
COMMODITY CODE:	956.38
CONTRACT PERIOD:	October 11, 2022 through June 30, 2023
RENEWAL OPTIONS:	Four one-year renewal options through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-642-3640
Email Address:	Kwvenaglia @henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Encyclopaedia Britannica, Inc.
Address:	325 North LaSalle St. Ste. 200
City, State:	Chicago, IL 60654
Contact Name:	Laura Cox
Phone Number:	312-347-7167
Email address:	lcox@eb.com
ORACLE SUPPLIER NUMBER:	4168
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Assistant Division Director
Phone:	804-501-5637
Email:	Fal51@henrico.us

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

PRICE SCHEDULE
See Exhibit E

DocuSign Envelope ID: D23EB3CF-638C-4875-8630-B1C559C9B6CB

COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract
Contract No. 2326D

This Non-Professional Services Contract (this "Contract") entered into this 30th day of September 2022, by Encyclopaedia Britannica, Inc.(the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2326-3EMF, dated May 27, 2022 (the "Request for Proposals"), for Library Databases for Henrico Public Schools.

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

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

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

CONTRACT TERM: The Contract term shall be from execution of this Contract through June 30, 2023. HCPS may renew the Contract for up to four (4) one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

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

1. This Non-Professional Services Contract between HCPS and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. Britannica Education Solutions Online Terms of Use, Updated August 17, 2021 (Exhibit C);
5. The Negotiated Modifications (Exhibit D);
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor's Best and Final Offer dated July 26, 2022 (Exhibit E);
8. Contractor's Original Proposal dated June 14, 2022 (Exhibit F); and
9. The Scope of Services included in the Request for Proposals.

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

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

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

Encyclopaedia Britannica, Inc.	County School Board of Henrico County, Virginia
325 North LaSalle St. Ste. 200 Chicago, IL 60654	406 Dabbs House Road Henrico, VA 23223
DocuSigned by: Rick Booms A959357E8F6A417...	
Signature	Signature
Rick Booms VP of Sales	
Printed Name and Title	Oscar Knott, CPP, CPPO, VCO Purchasing Director
10/7/2022	10/11/22
Date	Date

APPROVED AS TO FORM

10-10-22

ASSISTANT COUNTY ATTORNEY

DocuSign Envelope ID: 5D10FF2A-B134-4651-96E0-73C729B36678

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia ("**County**") and Encyclopaedia Britannica, Inc., a Delaware corporation, ("**Licensor**") are entering into Non-Professional Services Contract No. 2326D for Library Databases for Henrico County Public Schools ("**Agreement**"). Licensor has requested that its Britannica Education Solutions Online Terms of Use, Updated August 17, 2021 ("**Contract**") be incorporated by reference into the Agreement. This License Agreement Addendum ("**LAA**") (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder ("**Software**"), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

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

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

DocuSign Envelope ID: 5D10FF2A-B134-4651-96E0-73C729B36678

N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
O. Limiting the liability of Licensor for property damage, death, or personal injury;
P. Capping the County's damages or excluding types of damages available to the County;
Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
S. Requiring that the County waive any immunity to which it is lawfully entitled;
T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
U. Obligating the County beyond approved and appropriated funding;
V. Permitting Licensor to unilaterally modify the Contract;
W. Having the Contract supersede agreements negotiated by the parties;
X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.

2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.

4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the

licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.

5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.

7. This LAA and the Agreement shall take effect simultaneously.

8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

Encyclopaedia Britannica, Inc.	County School Board of Henrico County, Virginia
DocuSigned by: Rick Booms 8959357E8F6A417...	Oscar Knott
Signature	Signature
Rick Booms	Oscar ~~Oser~~ Knott, CPP, CPPO, VCO
VP of Sales	Purchasing Director
Printed Name and Title	
10/7/2022	10/11/22
Date	Date

APPROVED AS TO FORM

Alyssa D Brown 10/10/22

ASSISTANT COUNTY ATTORNEY

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 Encyclopaedia Britannica, Inc. (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. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

~~Subscription-based access to the following of Provider's proprietary, educational solutions: Britannica School (school.eb.com) and Britannica ImageQuest (quest.eb.com). Please see also the Schedule of Data attached as Exhibit B.~~

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

~~Subscription-based access to the following of Provider's proprietary, educational solutions: Britannica School (school.eb.com) and Britannica ImageQuest (quest.eb.com). Please see also the Schedule of Data attached as Exhibit B.~~

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division**. All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division's request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. Provider shall cooperate and respond within ten (10) days to the Division's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.

4. **Third Party Request**. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

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

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.

2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA

3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.

2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

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

5) **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsections below, provider shalt dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

   a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.

   b) **Complete Disposal upon Termination of Service Agreement**. Upon termination of the service agreement provider shall dispose or 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:

    a. **Passwords and Employee Access**. Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.

    b. **Security Protocols**. Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.

    c. **Provider Employee Training**. The Provider shall provide annual security training to those of its employees who operate or have access to the system.

    d. **Security Technology**. When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.

    e. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.

    f. **Backups and Audit Trails, Data Authenticity and Integrity**. Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.

    g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Unauthorized Access or Data Breach**. In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

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

a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.

b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the

i. date, estimated date, or date range of the loss or disclosure;

i. Division Data that was or is reasonably believed to have been lost or disclosed;

ii. remedial measures taken or planned in response to the loss or disclosure.

c. immediately take action to prevent further access;

d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;

e. cooperate with Division efforts to communicate to affected parties.

f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.

g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
ARTICLE VII: MISCELLANEOUS

A. **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses any Division Data.

B. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.

C. **Data Transfer Upon Termination or Expiration**. Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure 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. **Priority of Agreements**. This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.

F. **Amendments**: This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties

G. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

H. **Governing Law; Venue and Jurisdiction**. This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.

I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

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

J. Waiver. No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

K. Successors Bound: This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

L. Electronic Signature: The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.

M. Notice. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: Cyri K. Carifa
Title: Associate General Counsel, CIPP/US
Address: 325 N. LaSalle St., Suite 200, Chicago, IL 60654
eMail: ccarifa@eb.com
Phone: 312-347-7227

The designated representative for the Division for this Agreement is:

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

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

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:	Cyri K. Carifa
Title:	Associate General Counsel, CIPP/US
Address:	325 N. LaSalle St., Suite 200, Chicago, IL 60654
eMail:	ccarifa@eb.com
Phone:	312-347-7227

[*Signature Page Follows*]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Provider Signature Cyri K. Carifa

Date: October 7, 2022

Printed Name: Cyri K. Carifa

Title: Associate General Counsel, CIPP/US

Division Signature John B. Wack

Date: 10/11/2022

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVED AS TO FORM

Alyssa J Brown 10.10.22

ASSISTANT COUNTY ATTORNEY

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

Britannica School (school.eb.com): a safe, up-to-date, and age-appropriate information resource for Elementary, Middle, and High School that includes encyclopedia articles, multimedia, primary sources, games, and other learning resources that support student research and reinforce curriculum standards.

Britannica ImageQuest (quest.eb.com): an online resource with over 3 million images that can be used for educational purposes.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/ Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts /health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/ foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐☑
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or 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	☐
Student work	Student generated content; writing, pictures etc.	☐
	Other student	☐

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "C"

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

- 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

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

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

[Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date]

4. Signature of Authorized Representative of Division

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

5. Verification of Disposition of Data

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer 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: Cyri K. Carifa Date: October 7, 2022

Printed Name: Cyri K. Carifa Title/Position: Associate General Counsel, CIPP/US

2. Subscribing Division

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

BY:_____ Date:_____

Printed Name:_____ Title/Position_____

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

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

Email Address_____

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Effective Date: June 9, 2021
Updated: August 17, 2021

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Phone: 312/347-7000
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Chicago, Illinois 60654
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Phone: 312/347-7000
E-mail: copyrightnotice@eb.com
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EXHIBIT D
NEGOTIATED MODIFICATIONS TO
CONTRACT No. 2326D

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

WHEREAS, HCPS and Encyclopaedia Britannica, Inc. desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals ("RFP") are modified as follows as of the effective date of the Contract:

1. The body of Section V.R. Ownership of Deliverable and Related Products is deleted and replaced by the following: The County shall have a license to access and use (on a subscription basis) the subscribed-to proprietary and Britannica-owned applications, including the content contained therein, for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act. “Contractor Intellectual Property” means “work and ideas that have been or will be in the future created by Contractor prior to, during, and after entering into this Contract.” Contractor Intellectual Property is licensed for educational purposes/fair use only, not commercial use. County will not own pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed (a) outside of this Contract with no assistance from County or (b) by Contractor in its normal course of business operations.

ATTACHMENT H

BAFO Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for: K-12**	**Name of Program: Britannica School and Britannica ImageQuest Package.**	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	Britannica School:$16,274 ImageQuest: $13,596	Britannica used the estimated students per grade for grades K-12 (48,916) multiplied by per student prices listed on attachment I.
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640		
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	Optional add-on, not included in Grand total: $3,500 per day 10% discount for multiple consecutive days	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	Optional add-on, not included in Grand total: $2,000 per day	
Grand Total	$29,870	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$.33 for Britannica School $.28 for ImageQuest	

ATTACHMENT I

BAFO PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	$.33 for Britannica School $.28 for ImageQuest
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$
1 day of Professional Development - price per teacher/librarian	$
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$

EXHIBIT F

Response to:
Henrico County Public Schools
RFP No. 22-2326-3EMF Library Databases

Due: June 17, 2022
Original

Submitted via the eVA platform to HCPS Purchasing Contacts:
Oscar Knott, CPP, CPPO, VCO, Purchasing Director
Eileen M. Falcone, CPPB, Assistant Division Director

`

Encyclopædia Britannica 325 N. LaSalle Street, Suite 200 Chicago, IL 60654 www.britannicalearn.com

Table of Contents

Tab 1 - Introduction and Signed Forms 4
Cover Letter 5
Proposal Signature Sheet – Attachment A 6
Business Classification Form – Attachment B 7
Virginia State Corporation Commission Registration Information – Attachment C 8
Proprietary/Confidential Information – Attachment D 9
Direct Contact with Students Form – Attachment F 10
Tab 2 – Statement of the Scope 11
Tab 3 – Offeror Qualifications, Experience, Resumes and Financial Capacity 29
Resumes 31
Tab 4 – Service Approach and Implementation 36
Encyclopædia Britannica licensing agreement 38
Tab 5 – Technical Administration, User Interface and Integration 46
Tab 6 – Infrastructure and System Administration 48
Tab 7 – Reporting and Monitoring 52
Sample standard report 53
Sample COUNTER5 Monthly Report 54
Tab 8 – Training and Professional Development 55
Tab 9 – Pricing 56
Pricing Option 1 – Attachment H Pricing Scenario for Britannica School, Britannica ImageQuest, Britannica Escolar, and Britannica Moderna 57

Pricing Option 1 – Attachment I Pricing for Britannica School, Britannica ImageQuest, Britannica Escolar, and Britannica Moderna 58
Pricing Option 2 – Attachment H Pricing Scenario for Britannica School and Britannica ImageQuest 59
Pricing Option 2 – Attachment I Pricing for Britannica School and Britannica ImageQuest 60

Tab 10 – References 61

Tab 11 – Exceptions 64

Tab 12 – Assumptions 66

Tab 13 – Appendices 67

Britannica Library Guided Tour 68
Britannica School Guided Tour 81
Britannica Escolar Guided Tour 90
Britannica Modern Guided Tour 103

Tab 1 - Introduction and Signed Forms

DocuSign Envelope ID: 735F3A74-755C-46EC-807D-A05948B71E94

June 14, 2022

Oscar Knott, CPP, CPPO, VCO, Purchasing Director
Eileen M. Falcone, CPPB, Assistant Division Director
County of Henrico
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: RFP No. 22-2326-3EMF Library Databases

Dear Mr. Knott and Ms. Falcone,

Henrico County Public Schools (HCPS) seeks school library research databases to support research and inquiry by its nearly 50,000 students, across all grade levels. Resources must be easy to use, accessible, and support multiple reading levels.

As the district's database provider for more than ten years, Encyclopaedia Britannica (Britannica) is pleased to submit a proposal that includes multiple Britannica Digital Learning resources to support HCPS learners of all ages. Our proposal includes the district's currently subscribed resources—Britannica School and Britannica ImageQuest—as well as two Spanish language resources—Britannica Escolar and Britannica Moderna.

Britannica has been empowering the way the world teaches and learns for over 250 years. We have become a powerhouse multimedia educational brand at the forefront of the information revolution, with proven digital learning solutions that meet the evolving needs of lifelong learners today. Our mission is to encourage discovery, spur exceptional academic performance, and inspire curiosity and the joy of learning.

There is no comparable solution that has the amount of trusted content and multimedia that Britannica offers HCPS, or our frequency of updates. Britannica provides daily content updates and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media annually across our three easy-to-use, age-appropriate Britannica School interfaces. Our resources support the Virginia Standards of Learning, provide leveled articles, and meet requirements for accessibility.

We look forward to a continued partnership with HCPS. By integrating Britannica's rigorous academic content, millions of rights-cleared images for educational use, and native Spanish resources, HCPS will be providing world-class digital resources to HCPS educators and students. Feel free to contact me directly with questions regarding this submission.

Best regards,

DocuSigned by:
Rick Booms
8959357E8F6A417...

Rick Booms
Vice President of Sales
Phone: 312-347-7323
Email: booms@eb.com

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ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 22-2326-3EMF Library Research Databases for Henrico County Public Schools**.

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

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

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):
Encyclopaedia Britannica, Inc.
ADDRESS:
325 North LaSalle St. Ste. 200
Chicago, IL 60654
FEDERAL ID NO: 36-2063569
SIGNATURE: DocuSigned by: Rick Booms 8959357E8F6A417...
NAME OF PERSON SIGNING (PRINT): Richard Booms
TITLE: Vice President of Sales
TELEPHONE: (800) 621-3900
FAX: (800) 344-9624
EMAIL ADDRESS: Proposal.opps@eb.com
DATE: 6/14/2022

DocuSign Envelope ID: 38A46A73-730B-45ED-B0B4-6CE578E36185

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Encyclopaedia Britannica, Inc.

This form completed by: Signature: DocuSigned by: Rick Booms 8959357E8F6A417... Title: VP of Sales

Date: 06/14/2022

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ **SMALL BUSINESS**
- ☐ **WOMEN-OWNED BUSINESS**
- ☐ **MINORITY-OWNED BUSINESS**
- ☐ **SERVICE-DISABLED VETERAN**
- ☐ **EMPLOYMENT SERVICES ORGANIZATION**
- ☑ **NON-SWaM (Not Small, Women-owned or Minority-owned)**

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

eVA Registered? ☑ **Yes** ☐ **No**

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

_____ **NUMBER** _____ **DATE**

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

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

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

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

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

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

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Encyclopaedia Britannica, Inc.

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
None		

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ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: Encyclopaedia Britannica, Inc.

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

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

As part of this submission, I certify the following:

□ ☒ **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.).**

Va. Code § 22.1-296.1, is not applicable as Encyclopaedia Britannica, Inc. employees will not have direct contact with students while providing the services to be contracted.

DocuSigned by:
Rick Booms
8959357E8F6A417...
Signature of Authorized Representative

Rick Booms
Printed Name of Authorized Representative

Encyclopaedia Britannica, Inc.
Printed Name of Vendor (if different than Representative)

Tab 2 – Statement of the Scope

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

II. Scope of Services

A. General Requirements

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

We are pleased to propose four databases for access by Henrico County Public Schools (HCPS) staff, teachers, and students. These resources include:

- Britannica Online School Edition (Britannica School) – Digital encyclopedia for K–12 audience
- ImageQuest – Database of 3.4 million rights-cleared images for K–12 education use
- Britannica Escolar – Digital encyclopedia for K–8 audience, in native Spanish
- Britannica Moderna – Digital encyclopedia for High School audiences, in native Spanish

We describe each of these resources on the following pages.

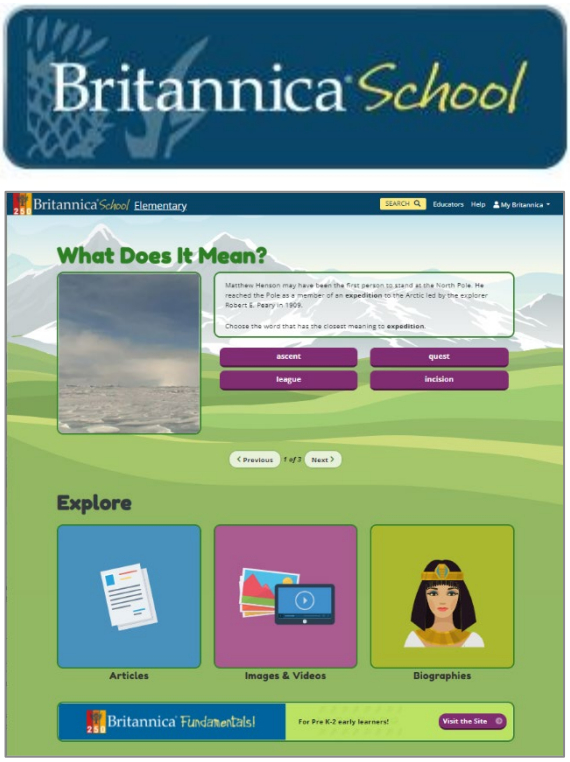
Britannica School

Britannica School includes unique encyclopedia content for HCPS elementary, middle, and high school students. More than 133,000 full-text encyclopedia articles are complemented by full-text magazine articles, student-friendly web sites, and rich multimedia (photos, illustrations, videos, animations, infographics, maps, and more).

Content is differentiated at four levels:

- K–2 Fundamentals
- 3–5 Elementary Level
- 6–8 Middle School Level
- 9–12 High School Level

This resource was created to meet HCPS students where they are on the learning spectrum. The Fundamentals level is a self-contained database that offers text, games, and activities for the youngest learners. The interface is colorful and engaging. The Elementary, Middle, and High School levels are all part of a single site with each having its own age-appropriate interface. Students can access lower and higher reading-level content without leaving the interface.



Britannica School provides many features that support teaching and learning in HCPS. Database articles have been aligned to the Virginia Standards of Learning so educators can search for a standard and see content that will support that standard. Our Quick-Click Dictionary allows students to click on any word to retrieve its definition, audio pronunciation, and Spanish translation. The included translation tool can translate any article into over 80 different languages. The articles include Lexile levels, and search results can be filtered by Lexile range. Users also can increase or decrease font size on any article or have the article read aloud. Additional functions include a variety of search methodologies, the ability to print and save documents, classroom activities, research support, specific features that provide instructional support, etc.

Britannica School integrates with classroom tools such as Google Drive and/or Google Classroom as well as One Drive. Britannica School also integrates with many popular school and library technologies including:

- Single Sign On (SSO) tools like Clever and ClassLink
- Learning Management Systems like Canvas and Schoology
- Library Management and Discovery services like Follett Destiny, Mackin Via, and EBSCO Discovery Services

There is no comparable resource that has the amount of content and multimedia that Britannica offers or our frequency of updates. Britannica provides daily content updates, and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media annually.

Britannica ImageQuest

Britannica ImageQuest provides HCPS students, educators, and staff with access to more than 3.4 million rights-cleared images from one convenient site. More than 55 of the best image providers in the world—including the Bridgeman Art Library, DK Images, Getty Images, the National Portrait Gallery of London, and the Natural History Museum of London—have joined with Britannica to provide the best and broadest collection of proprietary educational imagery (not freely available on the web).

All images in Britannica ImageQuest are rights-cleared for non-commercial, educational use—great for HCPS school curriculum materials, teacher lesson plans, assignments, activities, and whiteboards; student reports and projects; or school websites, newsletters, newspapers, flyers, and bulletins. As a fully searchable resource, Britannica ImageQuest provides a unique collection from trustworthy sources. With images of every topic in one convenient site, users don't have to spend time combing through multiple Web sites looking for reliable images.

Each image comes with complete metadata, including the source, the copyright holder, caption, and keywords. Each image is downloadable and includes proper citations in MLA, APA, Harvard, and Chicago Manual of Style formats.

Britannica Escolar

Britannica Escolar is the leading knowledge-building resource that is universally trusted for accurate and age-appropriate content in Spanish. Britannica Escolar has two distinct levels of unique content for HCPS students and educators—Primaria (Elementary) and Secundaria (Middle School)—offering information of interest to every age. The program's features make it an invaluable resource to add for HCPS's native Spanish speakers, bilingual students, and students learning Spanish.

Features and benefits include:

- engaging home pages at each level that are entry points to thousands of articles, images, videos, maps, and tables, many of which are added daily.
- Reino Animal (Animal Kingdom) and Sabías que…? (Did You Know?) features, which pique students' curiosity and the desire to dig deeper.
- Mi Britannica (My Britannica), which offers a convenient place to save, organize, and share collections of content that users find in Britannica Escolar.
- a responsive design that provides access to the site anytime, anywhere, and on any device, including tablets, smartphones, and laptops.

Britannica Escolar also offers HCPS students a bank of interactive learning activities where they can practice basic math and language skills, Spanish grammar and reading skills, geography, history, and math.

Britannica Moderna

Britannica Moderna is the definitive Spanish-language resource, complete with age-appropriate content for older HCPS students and their teachers. Britannica Moderna provides access to nearly 47,000 articles, as well as more than 13,000 images, maps, audiovisual materials, a dictionary, and atlas. Articles from BBC World News provide patrons with international news, features, and analysis within the same platform. The program's features make it an invaluable addition for HCPS's older native Spanish speakers, bilingual students, and students learning Spanish.

Like the other editions described above, Britannica Moderna offers the ability to save resources for quick access again in the future. The program's responsive design provides an optimal viewing experience across a variety of devices (e.g., smartphone, tablet, computer) and is accessible via web browser from wherever HCPS teachers and student seek to connect.

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

HCPS teachers and students can print articles and graphics, email links to articles and graphics (without email logging into email to send) and save full-text articles to Google Drive accounts. Saving to Google Drive requires logging into Google.

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

The Teaching Tools (**Figure 1**) section of Britannica School includes a space where HCPS educators can browse for content aligned to Virginia Standards of Learning and create and save lesson plans.

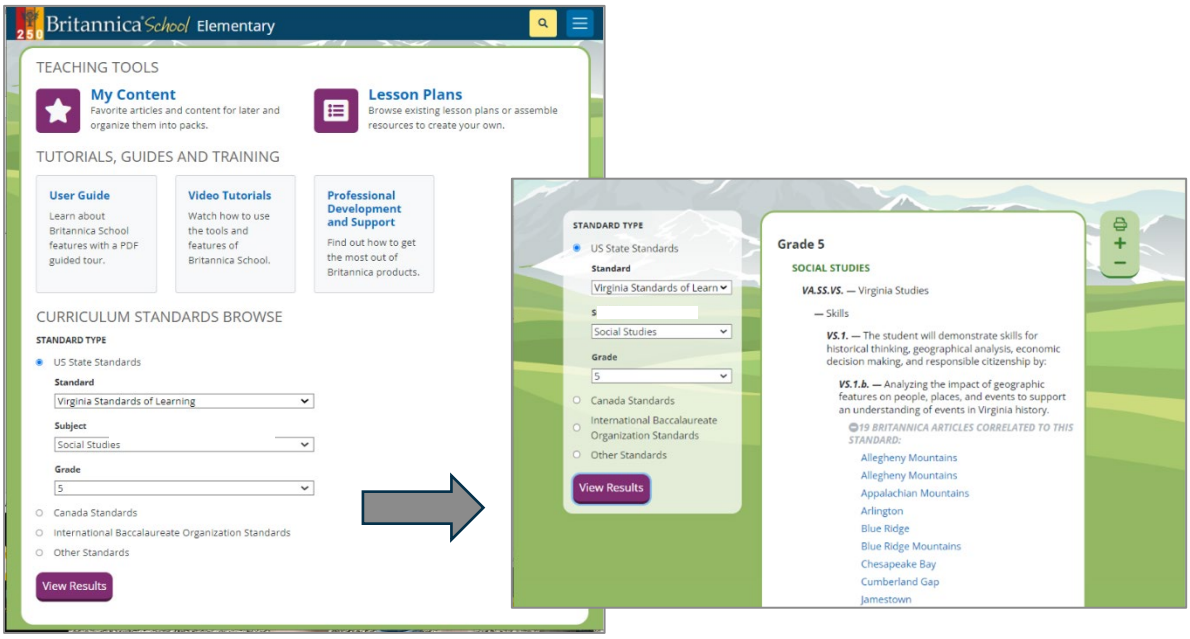


Figure 1. Search for articles aligned to Virginia state standards.

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

Britannica's resources have copy ready citations in MLA, APA, Harvard, and Chicago Manual of Style formats than can be copied and pasted. Citations do not export to Noodle Tools.

5. Translation for ELL students and language classes and audio for students.

Britannica School's translation tool can translate any article text into over 80 different languages. We have also proposed Britannica Escolar and Britannica Moderna which are databases developed in Spanish with Spanish audio.

6. A variety of formats (video, audio, ebook, reference, periodical, transcript, etc.) which include primary and secondary source documents.

The resources we propose will provide HCPS students and teachers with resources in a variety of formats including more than 133,000 full-text encyclopedia articles in Britannica School complemented by primary sources such as access to letters, and speeches; full-text magazine articles; student-friendly web site links; rich

multimedia (photos, illustrations, videos, animations, infographics, maps, and more). Our solution also includes more than 60,000 articles in Spanish and more than 3.4 million rights-cleared images for educational use.

7. Reading, vocabulary, and conceptual level appropriate for age level of students.

Britannica School includes articles at multiple levels and delivered in interfaces appropriate to students' age levels as described below:

- K–2 Fundamentals
- 3–5 Elementary Level
- 6–8 Middle School Level
- 9–12 High School Level

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

Articles from Britannica articles can be cut and pasted for sharing elsewhere.

9. Searches multiple encyclopedias/articles/etc.

Britannica School allows users to search three databases of content at different levels (elementary, middle, and high school). Britannica Escolar searches Spanish articles from our Spanish elementary and middle school databases, while Moderna searches our high school level Spanish database.

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

Britannica's proposed databases are easy to use and generally do not require more than 3 clicks from initial search to get to information.

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

Britannica School includes articles at three different ranges of reading level and articles can be filtered by Lexile Level.

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

Each proposed resource has its own graphic-friendly, colorful interface that is ADA compliant (described later in this tab) and complies with the Information Technology Accessibility Act Code of Virginia- 2-2-3500.

As described above, Britannica School has three user-friendly interfaces to serve the needs of al HCPS students. After navigating to the Britannica School homepage, students select to enter or search one of the following three interface options (**Figure 2**, on the next page):

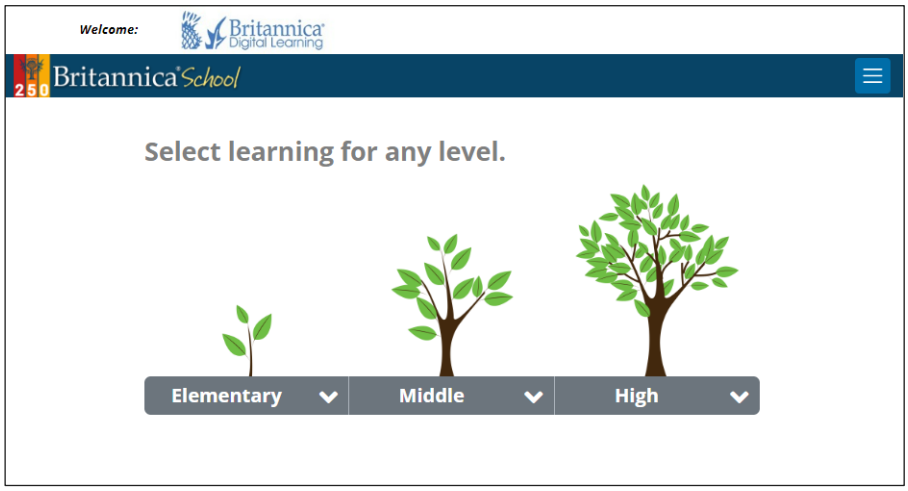


Figure 2. Guide students to the best interface and resources for them based on their desired content level or use-case.

Once users have selected their interface, they will access the content and tools associated with that level of experience as shown in **Figure 3**. In every interface, users can search using keywords in the search bar at the top of the page or can explore by reference type (e.g., articles, media, biographies) or subject.

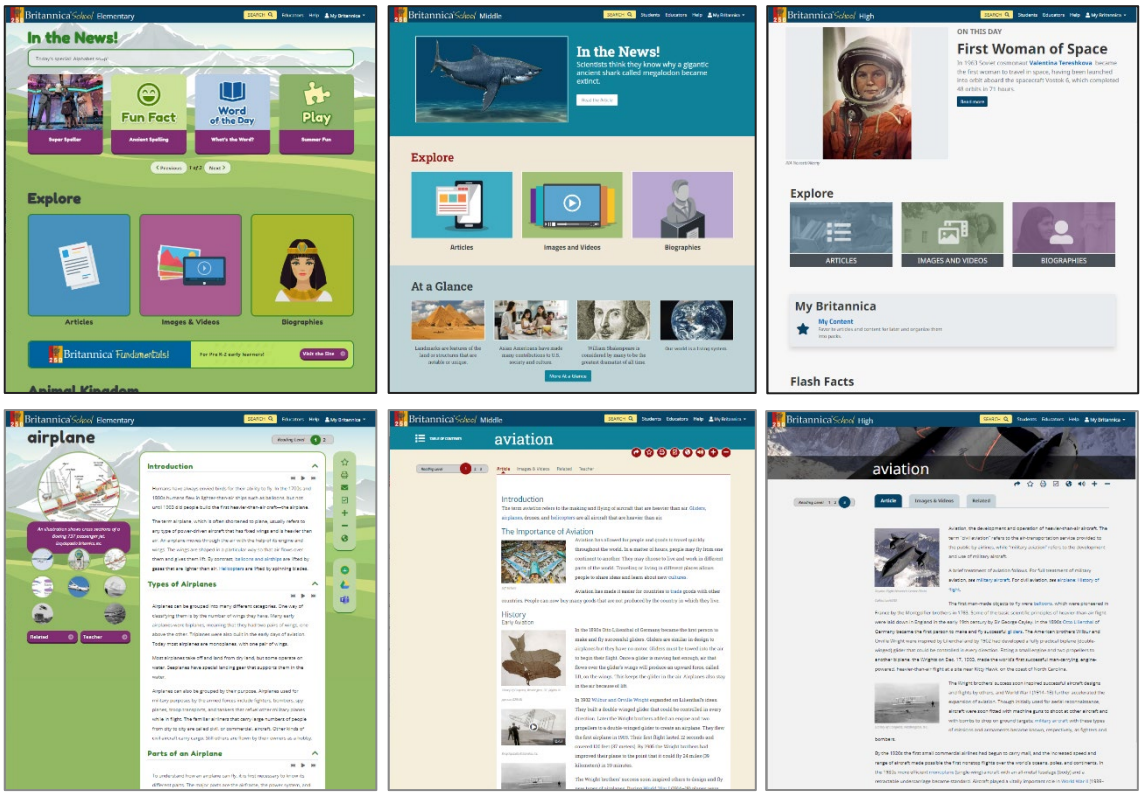


Figure 3. Engage users with user interfaces and leveled content that meets their needs and interests.

Below is a brief summary of each interface. Please note that content at different reading levels is available throughout these interfaces as noted below.

- **Fundamentals** – Designed for early learners, grades Pre-K–2, this interface (**Figure 4**, below) keeps kids on a single page with all navigation occurring within a single pane. It combines bright colors and active animations to engage younger students and provide a fun introduction to online learning.
- **Elementary**– The Elementary interface for grades 3–5 includes bright colors and visual browsing options for students. From the Elementary interfaces, students can search all content levels and choose to move up to the Middle interface.
- **Middle** – The Middle interface provides a more grown-up look and feel and allows students to change the content to lower and higher reading levels while staying in the interface that is right for them. Searching is done across all levels with a default at Level 2 (middle school).
- **High** – A still more mature look is combined with more advanced features and content sets in the High interface. As with the middle school level, students can adjust the reading level of the content displayed as needed without having to move to a page with a younger look and feel.

Figure 4. Provide Pre-K–2 students with a fun introduction to online learning with Fundamentals like biomes, read-aloud informational stories, math and literacy games, and a creative space.

Britannica Escolar

After accessing the Britannica Escolar website, HCPS users can choose between two interface levels: Primaria (Elementary) or Secundaria (Middle) as shown in **Figure 5**, next page. Once users have selected their interface, they will access the content and tools associated with that level of experience. In every interface, users can search using keywords (in Spanish) in the search bar at the top of the page or can explore by reference type (e.g., articles, media, biographies) or subject.

Figure 5. Allow users to select the interface that delivers age-appropriate content and features.

`Britannica Moderna

Upon accessing Britannica Moderna, HCPS users can use the search bar to search using a word written in Spanish (**Figure 6**). Users can also search alphabetically, browse through biographies of prominent figures, check out the video library or use the Atlas del Mundo (World Atlas) to explore different regions of the world. At the bottom of the homepage users will see the latest news from the BBC Mundo newsfeed. Clicking on the phrase Mi investigación in the top right corner of the interface allows users to quickly access the Britannica Moderna content they have previously saved by favoriting (clicking on the star) an article.

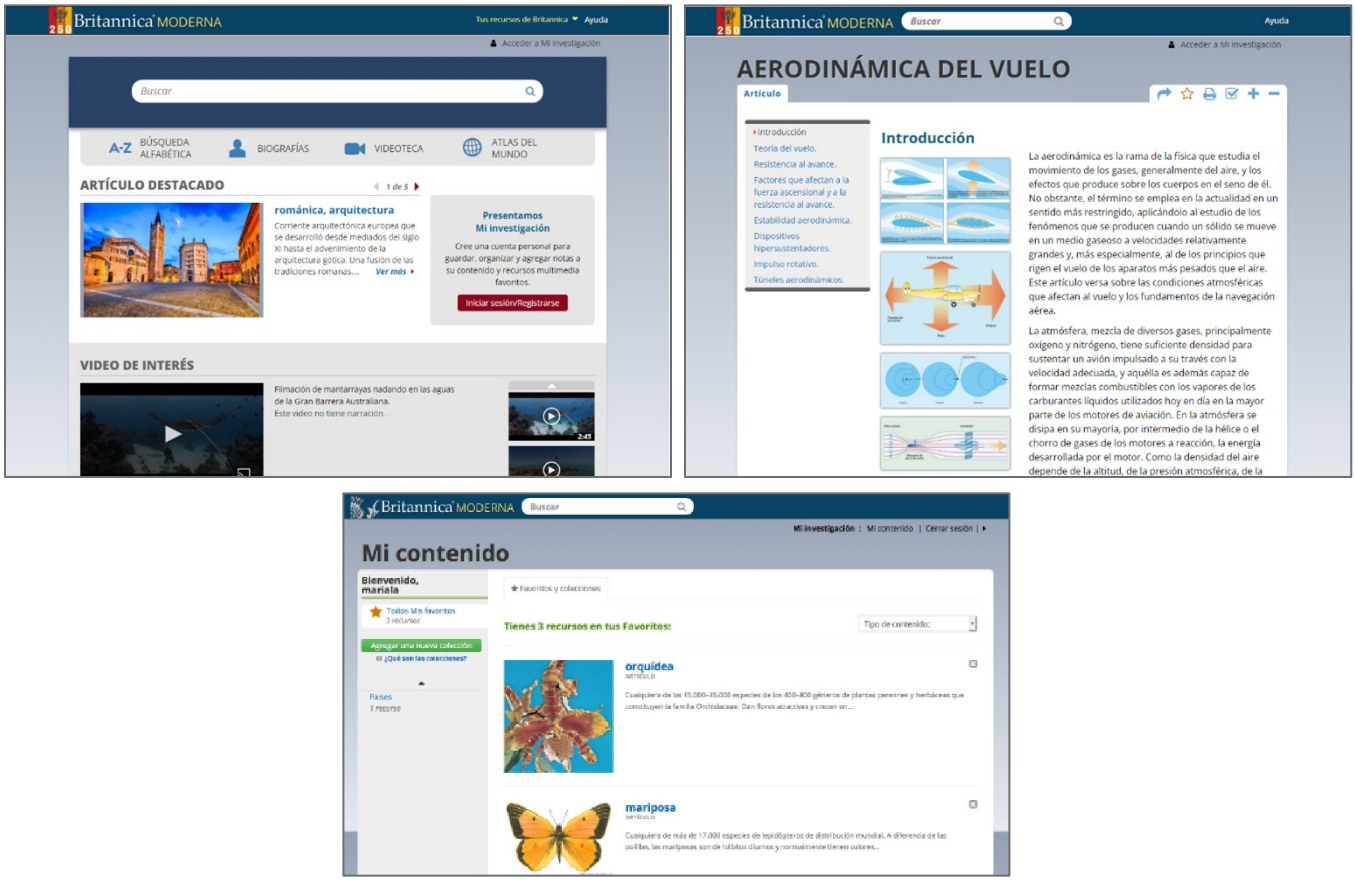


Figure 6. Provide Spanish speaking users an interface and articles in Spanish.

B. Specific Requirements

1. High School

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

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

2. Middle School

a. Academic content coverage appropriate for middle school including but not limited to: English/Literature, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts. Request at least 75% be full text.

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

3. Elementary School

a. Academic content coverage appropriate for elementary school including Virginia SOL content areas.

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

As described above, Britannica provides content covering elementary through high school level content and a wide variety of topics aligned to K–12 Virginia Standards of Learning content areas. All Britannica-developed database articles are full-text including 133,000 full-text encyclopedia articles in Britannica School complemented by primary sources such as access to letters, and speeches; full-text magazine articles; student-friendly web site links; rich multimedia (photos, illustrations, videos, animations, infographics, maps, and more). We are also proposing Spanish databases with more than 60,000 articles in Spanish (as well as complementary graphics and media as described above) and an image database of more than 3.4 million rights-cleared images for educational use. Britannica's Quick-Click Dictionary technology allows students to click on any word to retrieve its definition, audio pronunciation, and Spanish translation.

Britannica articles are indexed and searchable for quick and user-friendly browsing (**Figure 7**, next page). The search function provides users with multiple index searching and filtering options including:

- Keyword Searching
- Subject Browsing
- Multimedia Browsing
- BOOLEAN Searching
- Advanced Searching
- Lexile Level Filter

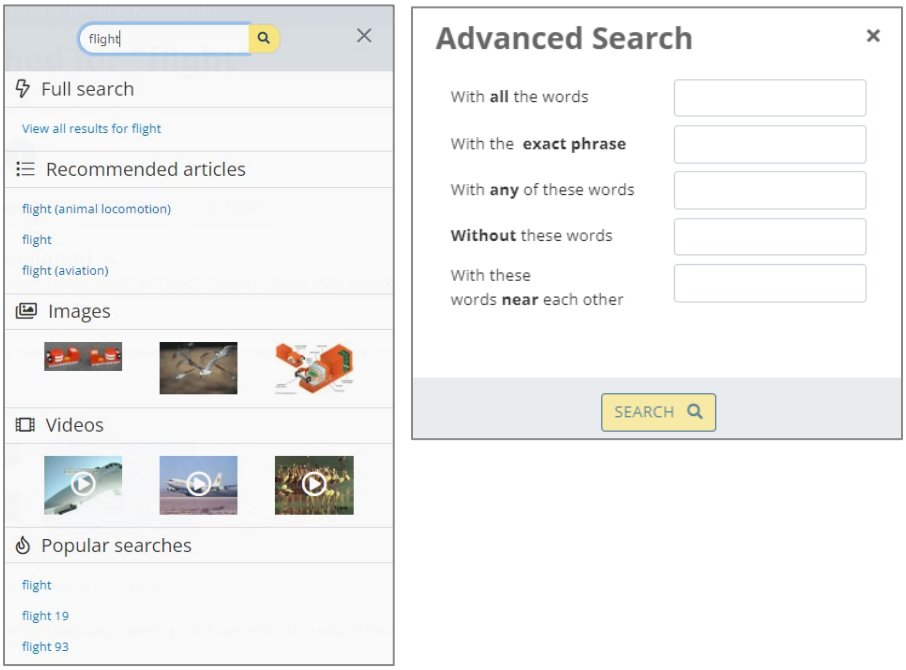


Figure 7. Search results are organized by resource type and can be further filtered using the advanced search.

As described above, the Teaching Tools (**Figure 8**) section in Britannica School includes a space where HCPS educators can browse for content aligned to Virginia Standards of Learning and create and save lesson plans. Teachers can also find the free video tutorials and a user guide in this area.

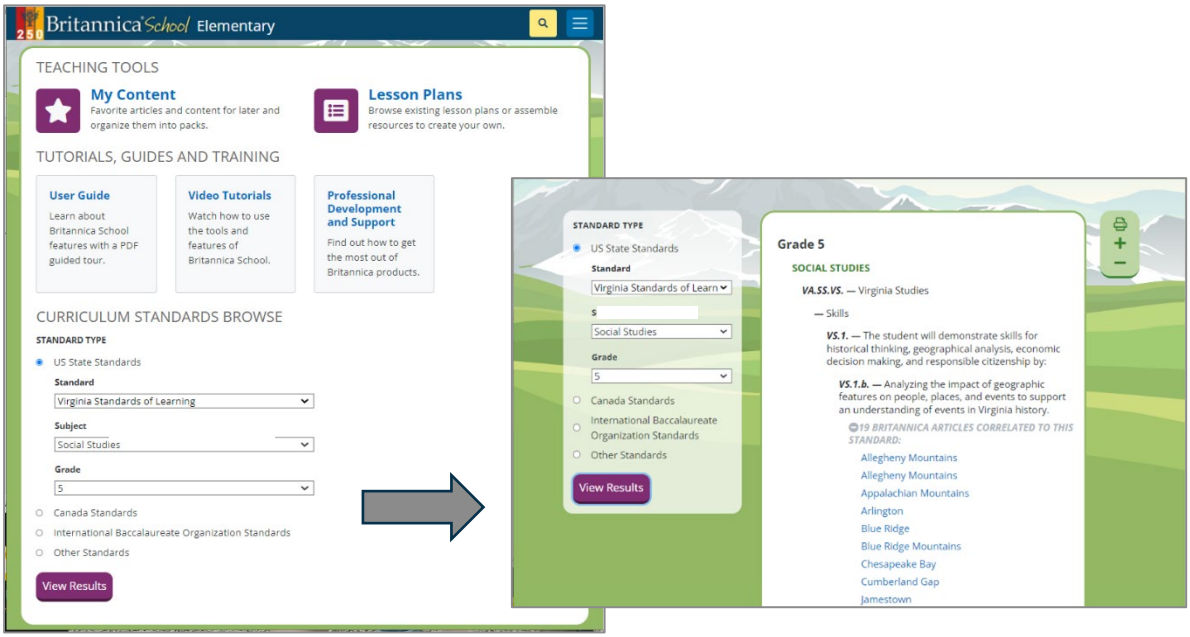


Figure 8. Search for articles aligned to Virginia state standards.

C. Reporting

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

We describe our metrics and provide sample reports in *Tab 7 – Reporting and Monitoring.*

D. Training and Support

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

Our optional paid professional learning is described in *Tab 8 – Training and Professional Development.*

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

Toll-free customer support is available during the hours of 9 AM to 6 PM Eastern Standard Time, Monday–Friday.

III. Technology Requirements

A. User Interface

1. Browser Support – the proposed solution shall:

a. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.

Our products are available to use on demand, on any device using a standard browser. Britannica's online products are built with a responsive design, so content adjusts to fit the user's display without losing content or degrading the user experience. Whether HCPS teachers and students need to work at school, at home, or from another remote location, our educational products will be accessible wherever they have Internet.

To maximize performance, we recommend using an up-to-date version of Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Edge.

b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.

Britannica will maintain compatibility with the listed browsers and any future versions/updates/releases of these browsers for the duration of the contract.

c. Only require standard browser plugins.

The proposed databases may contain resources that require a PDF reader to view. A default viewer is included with most operating systems and web browsers. If missing, your browser may prompt you to download one to view certain content. We advise using an up-to-date version, and Adobe Acrobat Reader can be downloaded for free.

2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

To fulfill the objectives of our accessibility commitment, we have adopted as our primary guidelines the Section 508 website accessibility standards set forth by the U.S. General Services Administration and also the Web

Content Accessibility Guidelines (WCAG) 2.0 recommended by the World Wide Web Consortium (W3C). We continuously test Britannica sites for compliance with the accessibility standards set forth above and try our very best to remain compliant.

The accessibility of Britannica sites, however, depends on third-party technologies provided by the operating systems, hardware platforms, and assistive technologies, all of which can affect the level of accessibility of Britannica sites.

We will continue to enhance the accessibility of our online products as greater functionality becomes available to ensure ongoing usefulness to all users, including those with different abilities.

We also are committed to addressing issues that prevent the use of our software by people with different abilities. We welcome user feedback and suggestions. If HCPS users have any comments or questions about our online products and the accessibility thereof, they can contact Britannica Customer Support at 1-800-621-3900, ext. 7160 or go to the Britannica Customer Support form.

3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.

Our proposed solution is cloud-based and accessed via an internet browser.

4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

As described in response to general requirement number 12, above, Britannica's solutions provide intuitive user interfaces for ease of use by teachers and students.

5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).

Our products are available to use on demand, on any device using a standard browser. Britannica's online products are built with a responsive design, so content adjusts to fit the user's display without losing content or degrading the user experience.

B. Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.

Britannica's proposed solutions do not require user accounts, authentication takes place at the district or building level.

2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.

Our proposed solution does not require staff or students to have an account and password. Optionally, should the district desire, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.

Currently the district uses IP authentication to access Britannica solutions. Britannica School also supports LTI authentication through Schoology, Classlink, Canvas, Safari Montage. Britannica ImageQuest, Britannica Escolar, and Britannica Moderna also support those same authentication methods with the current exception of not supporting Schoology.

4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.

Through the offered authentication methods, the proposed Britannica resources identify users as belonging to a HCPS account and provide access to the subscribed-to resources.

Britannica usage can be reported down to the building level if authentication methods are set up to support such reporting. Currently HCPS usage is set up to report all elementary schools together as one category and the remainder of schools as a separate category.

5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

a) LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology)

b) SIF - Student Information framework

c) Exchange of information through Clever - a third party vendor for exchanging common data for school systems; the Successful Offeror is responsible for any costs incurred with Clever implementation.

d) File exchange via the IMS OneRoster format to a vendor supported sFTP server

e) File exchange to a vendor-supported sFTP server. If this option is used the vendor must provide all specifications for file requirements in their proposal.

Student, staff, course, roster or school information is not required for use of the proposed Britannica resources, but, optionally, should the district desire, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

Britannica School supports LTI authentication through Schoology, Classlink, Canvas, Safari Montage. Britannica ImageQuest, Britannica Escolar, and Britannica Moderna also support those same authentication methods with the current exception of not supporting Schoology.

6. No additional fees may be charged to HCPS for data integration

Britannica acknowledges this requirement.

7. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.

We describe data exchange in *Tab 5 - Technical Administration, User Interface, and Integration*.

8. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred. The proposal shall provide a detailed description of the implementation and support the solution has for LTI version 1.1 Ⓡ or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).

We describe data exchange in *Tab 5 - Technical Administration, User Interface, and Integration*.

C. Infrastructure and System Administration

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

The proposed solution includes secure, web-based databases hosted on the AWS platform.

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

Britannica is dedicated to ensuring the security and privacy of our customer data, we describe the administrative and technical safeguards we maintain in Tab 6 – Infrastructure and System.

The subscribed-to products are compliant with laws regarding child and student privacy and protection including provisions of the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Protection of Pupil Rights Amendment (PPRA).

Britannica obtains consent from the subscribing school/district. as permitted by law, by entering into a subscription license agreement for each subscribed-to product with the consenting school/district. The agreement permits Britannica to collect certain personal information solely for the use and benefit of the subscribing institution and for no other commercial purpose.

Types of personal information that may be collected by use of the products (as permitted by agreement with the subscribing institution) include: IP addresses of users; meta data on user interaction with the subscribed-to product; student grade level; homeroom; student school enrollment; student scheduled courses; teacher names; local and state school ID numbers; assigned student ID number; student app username; student first and/or last name; student responses to surveys or questionnaires; and student generated content. This data is stored for the length of time permitted by and agreed upon in our agreements (including data protection agreements) with the subscribing institution and at the direction of the subscribing institution or as otherwise required by applicable laws. Certain data may be shared solely with a Britannica-approved third-party service provider solely as may be necessary to deliver the product and its services in the manner described and as contracted for by the subscribing institution.

Our accredited and experienced data privacy team oversees the policies, procedures, and systems that ensure security and privacy. This would be happy to answer specific questions related to compliance with specific local, state, and federal laws related to student data privacy.

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

Our proposed solutions are developed specifically for K–12 school use and do not contain commercial content nor do they serve as a vehicle to market goods and services to students.

4. Web Accessibility

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

ii. Deafness, hearing impairment

iii. Speech impairment

iv. Mobility, strength, dexterity or reach impairment

b. The solution shall support the use of commonly available screen readers.

c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).

d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

To fulfill the objectives of our accessibility commitment, we have adopted as our primary guidelines the Section 508 website accessibility standards set forth by the U.S. General Services Administration and also the Web Content Accessibility Guidelines (WCAG) 2.0 recommended by the World Wide Web Consortium (W3C). We continuously test Britannica sites for compliance with the Level AA accessibility standards set forth above and try our very best to remain compliant.

The accessibility of Britannica sites, however, depends on third-party technologies provided by the operating systems, hardware platforms, and assistive technologies, all of which can affect the level of accessibility of Britannica sites.

We will continue to enhance the accessibility of our online products as greater functionality becomes available to ensure ongoing usefulness to all users, including those with different abilities.

We also are committed to addressing issues that prevent the use of our software by people with different abilities. We welcome user feedback and suggestions. If HCPS users have any comments or questions about our online products and the accessibility thereof, they can contact Britannica Customer Support at 1-800-621-3900, ext. 7160 or go to the Britannica Customer Support form.

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

As the nature and content of our databases generally do not require the full student population of a school district to log on at the same time, Britannica does not currently have any evidence from which we can draw to specifically demonstrate support for 60,000 concurrent users. As far as we are aware, HCPS has not experienced latency or bandwidth issues resulting from current usage.

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

LDAP authentication is not applicable to our solution.

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

There is no comparable resource that has the amount of content and multimedia that Britannica offers or our frequency of updates. Britannica provides daily content updates, and all major events in history are chronicled in real time. Britannica posts approximately 13,000 new and updated encyclopedia articles and media to the Britannica School databases annually. HCPS is welcome to send requests for additional supporting data or modifications of current data via email and our editorial team will review and consider if such requests meet our editorial policies and content guidelines.

All Britannica School content that was developed by our editorial team aligns with Britannica's editorial policies and guidelines for developing and providing content at appropriate audience levels. Should HCPS contest the appropriateness of specific content for a specific age or audience, Britannica will review the material in question to ensure it aligns with our editorial policies and guidelines. Whether or not the material will be edited or removed will be dependent on the extent to which we find the material aligns to our policies, the findings of which will be explained in our response to HCPS. Should Britannica find the material in question does not meet our policies and guidelines, we will edit the content to meet our guidelines.

For Britannica School content provided by our 3rd party content providers, the following controls may apply (dependent of the type and source of content):

1. An account setting may be offered that allows us to turn off content entirely at the individual account level, as long as they've been set up in our system as independent accounts.
2. We may ask the content provider to delete an entire title from our collection
3. We may entirely remove an individual website link from our database.

D. Computer, Software, and Network Specifications

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

- ***1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students***
  - ***a. Windows Laptop***
    - ***i. Software***
      - ***1. OS – 64-bit, Windows 10, 1909 or higher; Win11***
      - ***2. Browsers – Google Chrome 98.x or above; Microsoft Edge 98.x or above***
    - ***ii. Hardware: Dell Laptops – All:***
      - ***1. Specifications:***
        - ***a. Displays: 11" – 14" depending upon model***
        - ***b. Network connections: wireless***
  - ***b. Chromebooks (primary device for Elementary Students; 1st-5th)***
    - ***i. Software 1. Chromium OS 97.x+ or above***
    - ***ii. Hardware: Dell Chromebook 3100 (touch & non-touch):***
      - ***1. Specifications:***

a. Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display

c. iOS Devices - Elementary and Secondary

i. Software

1. iOS version - 15.x

2. Safari browser

ii. Hardware (Based on iPad MR7F2LL/A)

1. Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology

2. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N

As proven by the current use of Britannica solutions throughout the district, our solutions are compatible with the district's current computer, software, and network Specifications as described above. Britannica maintains compatibility with updates/patches/versions of listed software. To maximize performance, we recommend using an up-to-date version of Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Edge.

E. Networking Environment

1. District Internet Bandwidth

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

2. Firewall Protection

a. Firewalls are in use

As proven by the current use of Britannica solutions throughout the district, our solutions are compatible with the district's current networking environment as described above.

Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity

In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror's should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicitated in this RFP. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

a. Years in business

b. Experience in PreK-12 education market

c. Number of current customers

Encyclopædia Britannica has published the most authoritative general reference encyclopedia in the English language for over 250 years. Over the past 28 years we have also serviced customers with online digital database offerings, having begun publishing online in 1994.

Our proven record of providing excellent programs and customer service to clients all around the globe leads to high renewal and expansion rates. Many state and local libraries, as well as school districts across the country, have been clients of Britannica for decades. The award-winning Britannica School is our most widely used school and library product and is reaches 1.4 million students across 100+ countries including 2 out of 3 U.S. students through 20+ statewide and consortium contracts.

Britannica partners with thousands of libraries and school districts across the country to deliver the same solutions offered to HCPS schools within this proposal. We ensure success by providing cross-department support in the following categories:

- **Customer Service** – available by phone or email. The team is committed to providing the most responsive support possible and available to answer quick functionality questions as well as aid in navigating platforms.
- **Sales Support** – each account is assigned an Account Executive to assist with current solution orders/expansion and provide information pertaining to new products.
- **Professional Services** – we provide access to asynchronous and live webinar trainings that are hosted monthly as well as optional paid professional learning sessions and workshop sessions to help plan, develop, and implement new and expanding programs.
- **Product Support** – our team is proactively involved with accounts to learn how and why solutions are successful and identify areas for improvement based on customer feedback.

Our experienced team is ready to support the success of Henrico librarians, teachers, and students as they use our solutions. The following individuals will be primarily responsible for supporting this contract if. Their resumes are included at the end of tab 3.

Pat Salazar - Regional Account Executive

Pat Salazar is a senior-level business development executive with over 25 years in Education Technology and a proven track record of building sustainable, revenue-producing partnerships with school districts and campuses

across the Northeast Region. Pat is responsible for building and maintaining relationships with campuses and administrators to maximize new and existing partnerships. She will also work closely with Britannica's internal administration team to ensure invoices and related documentation are prepared and submitted according to contract requirements.

Rick Booms - Vice President of Sales

For the past 20+ years, Rick has worked with executive teams to develop high-performing sales and account management departments. Working closely with statewide and district partners, Rick has focused on generating the greatest value from their investments in the products and services he represents. Rick specializes in optimizing sales and support teams around customer service and looks forward to supporting the New Jersey statewide program.

James Paulson - Customer/Technical Support Manager

Jim has been a part of the Customer Support team at Britannica for over 10 years to ensure all customer needs are met in a timely manner with the best results. Jim will partner with New Jersey support to provide ongoing technical and implementation support for all solutions, including all forms of authentication, updates to accounts, and providing usage reports. Jim has gained great knowledge in providing personalized implementation solutions during his years at Britannica working with numerous state and large district contracts. Our customer support has always been an essential piece to providing the best service for all customers.

In Tab 10 we provide three references who can attest to the quality of Britannica solutions and services. Britannica has the financial capacity to continue to support HCPS's implementation and expansion of Britannica resources. If required, upon receipt of a request by HCPS, Britannica can provide on a confidential basis a certified audited financial statement as proof of capacity.

Patricia M. Salazar

Chicago, IL
Phone: 312-347-7000 x7954
Email: psalazar@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Senior Account Executive, K–12 1997–Present

- Manage day-to-day functions of a multi-state sales territory
- Meet and exceed assigned renewal quota for Northeast Region
- Maintain strong, trusting relationships with volatile customer base
- Assist in contract negotiations for statewide consortia
- Manage key renewal accounts for territory growth
- Present and demonstrate all products effectively to clients and prospects
- Build strong internal support by working with company employees/individuals across the organization
- Work with various Microsoft programs to develop reports, product announcements and provide customer quotes
- Utilize Salesforce effectively to generate sales and territory reports
- Created and currently maintaining an Excel database spreadsheet to manage key accounts totaling $2,166,364 for renewal, growth and new business

Supervisor and Manager of College Telemarketing 1991–1996

- Generated over $4 million dollars in new sales opportunities over a 5-year period
- Develop new business and increased customer base in education market by 15%
- Meet assigned quotas for sales and strategic objectives
- Develop marketing programs and sales strategies for U.S. College and University Market.
- Hire and train new sales representatives, as well as existing sales representatives.
- Reorganized sales territories, quotas, commissions for Inside Sales Organization.

Education

DePaul University, Chicago, IL.

Completing coursework toward a B.A. in Marketing

Moraine Valley Community College, Palos Hills, IL.

A.A.S. in Information Management Systems

Richard (Rick) Booms

Chicago, IL
Phone: 312-347-7323
Email: booms@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Vice President of Sales 2021–Present

- Responsible for North and South American sales, marketing and customer support.

Great Books Foundation, Chicago, Illinois

Executive Director of Sales and Marketing 2020–2021

- Drove operational improvement and streamlines sales efforts, spurring 30% growth in sales.

ASUG, Chicago, Illinois

President – Eventful Conferences 2018–2019

- Drove operational improvement and worked to align Eventful with ASUG in order to improve the net income of the business.

SVP of Sales and Business Development 2016–2018

- Through a sales team transformation, generated 20% revenue growth.

Encyclopædia Britannica, Chicago, Illinois

Director of Sales Operations and Marketing 2015–2016

- Implemented a new website, marketing automation and launched a social media strategy leading to 45% growth in lead generation and a 25% increase from our desired buyer persona.

Director of Sales Operations and Analytics 2011–2015

- Implemented sales best practice to generate a yearly cost savings of $1M and drive operational efficiency and growth through customer tiering (CLTV) and SLAs.

Director, West Regional Sales 2007–2011

- Managed new business development and account retention in a 15-state territory.
- Directed national email marketing.
- Achieved top ranking sales growth and margins.

National Accounts Manager 2006–2007

- Directed national retention efforts for 2,500+ accounts, exceeding annual quota
- Improved retention and customer knowledge by leveraging the CRM database and strategic compensation initiatives.

Business Analyst 2003–2006

- Analyzed and reported to executive management on profitability and market/customer trends
- Made recommendations to accelerate digital strategy to reposition the company, in response to the declining print business
- Conducted forecasting, budgeting, and planning
- Created and managed the Institutional Sales CRM

FleetBoston Financial, Boston, Massachusetts

Corporate Strategy Analyst 2001–2003

- Performed internal investment banking and consulting projects for senior leadership

Education

University of Notre Dame, Mendoza College of Business, Notre Dame, Indiana

MBA Business Administration and Management

Brown University, Providence, Rhode Island.

B.A. in American History

Britannica Digital Learning

James Paulson

Chicago, Illinois
Phone: (800) 621-3900 Ext. 7160
Email: jpaulson@eb.com

Professional Experience

Encyclopædia Britannica, Chicago, Illinois

Customer Support Team Manager 2014–Present

- Trains staff on customer service best practices and protocols to maximize efficiency and improve customer satisfaction
- Identifies and resolves customer service and product control issues to minimize adverse effects to management and business direction
- Trains and mentors new team members to promote productivity, accuracy, and friendly customer service

Technical Support Representative 2010–2014

- Reviewed support cases for technical and troubleshooting accuracy and identified needed improvements in processes
- Created new accounts, reset passwords and configured access to servers and file management software for users
- Assessed customer bug reports and enhancement requests and prioritized development to streamline response

OPUS ISM, Little Falls, NJ

Customer Service Representative Manager 1988–2010

- Cross-trained staff members, resulting in 95% increase in customer satisfaction ratings
- Developed open and professional relationships with team members, enabling better, more effective customer service
- Organized and managed sales center hiring, training, and employee scheduling to maximize productivity
- Evaluated call center statistics to identify areas in need of improvement and devised proactive strategies to realign results with targets
- Drove quality customer experiences by leading retention strategy development and conflict resolution to improve overall support delivery
- Trained new hires on relationship building, benefit-oriented sales presentations, sales processes and protocol, product knowledge, customer needs analysis and overcoming objections
- Trained new employees on company policies, procedures, techniques and customer service standard
- Supervised and trained customer service team members to provide exceptional service, driving retention and satisfaction
- Supported organizational change in processes from paper billing to electronic invoicing systems to boost efficiency
- Oversaw addressing of customer requests for friendly, knowledgeable service and support

Education

Seton Hall University, South Orange, NJ

Completed select coursework in the study of communications

Tab 4 – Service Approach and Implementation

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

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

Our proposed solution is described in detail in *Tab 2 – Statement of the Scope*. To provide HCPS reviewers with a demonstration of our products, we provide credentials below to access the proposed products for an evaluation period from June 17, 2022, through July 15, 2022.

- **Britannica School**, English language content for K–12 students and their educators: https://school.eb.com
- **ImageQuest**, rights-cleared images for use by K–12 students and their educators https://quest.eb.com/
- **Britannica Escolar**, Spanish language content for K–8 students and their educators: https://escolar.eb.com
- **Britannica Moderna**, Spanish language content for high school students and their educators: https://moderna.eb.com

Access ID: **hcpsrfp**
Passcode: **2022**

To help reviewers navigate our solutions, we have also included Guided Tour documents in *Tab 13 – Appendices*. These documents provide a guided tour of each resource. Our team would also be delighted to provide a demonstration of our solutions.

b. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)

We have provided a copy of our form of subscription licensing agreement at the end of Tab 4.

c. Any terms and conditions the "end user" is required to accept;

None. Our Usage Rules are contained in the posted Terms of Use and in the form of subscription license agreement, but end users are not required to check a box "accepting" the terms of use.

d. Discuss how parental consent is handled, if required; and

In accordance with our form of subscription license agreement, as the same will be amended by the Virginia School Data Privacy Agreement, in performing the subscribed-to services as requested by HCPS, for the purposes of FERPA and state law, Britannica shall be considered a "School Official" (as defined by FERPA), under the control and direction of HCPS with respect to parental consent and the use of HCPS Data, including Personally Identifiable Information (as defined in Exhibit "C" of the VA SDPA) from Pupil Records (as defined in Exhibit "C" of the VA SDPA) that may be transmitted to Britannica through HCPS and its students' use of the subscribed-to services. Accordingly, in accordance with Britannica's form of subscription license agreement, as the same will be amended by the VA SDPA, to the extent permitted under COPPA, HCPS shall consent to student data collection by Britannica (as a School Official and solely to the extent necessary to provide the subscribed-to services) on behalf of parents and notify parents of the same.

e. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

As a current Britannica customer, HCPS's implementation of our proposed solution would be immediate and not require any additional tasks after contract award. Should HCPS choose to add Britannica Escolar and Britannica Moderna to its services as proposed, activation typically occurs within 1-2 business days of receipt of account information following confirmation of contract. Britannica has the resources to support HCPS's continued and expanded use of our solutions by July 1.

Additionally, if the Division chooses to purchase optional professional learning services, the Britannica professional learning consultant team would work with the Division to schedule those services following contract award.

BRITANNICA DIGITAL LEARNING
SUBSCRIPTION LICENSE AGREEMENT

THIS BRITANNICA DIGITAL LEARNING SUBSCRIPTION LICENSE AGREEMENT ("**License Agreement**") governs Subscriber's subscription to and use of the Services.

This License Agreement is between Encyclopaedia Britannica, Inc., a Delaware corporation, its subsidiaries and its affiliates (collectively, "**Britannica**"), and the undersigned Institution (the "**Subscriber**" and, together with Britannica, the "**Parties**" or "**parties**"), and is effective as of the earlier of the date Subscriber signs or otherwise accepts this License Agreement (including by executing or otherwise accepting an Order Form) or the date of Subscriber's first use of or access to the Services. This License Agreement incorporates all Order Forms (as defined below), and, to the extent terms and conditions set forth herein conflict with any term or condition contained in an applicable Order Form, the terms and conditions set forth herein shall control.

By accepting the Agreement (defined below), either by signing this License Agreement, clicking a box indicating acceptance, or executing an Order Form that references this License Agreement, or using or accessing the Services, Subscriber agrees to the terms and conditions set forth herein. Each person who signs or otherwise accepts this Agreement, or an applicable Order Form, on behalf of Subscriber represents that they have the authority to bind Subscriber and its affiliates to the Agreement, including the terms and conditions of this License Agreement. If the undersigned does not have such authority or does not agree with the terms and conditions of this License Agreement, the undersigned must not accept the Agreement and Subscriber and Users may not use the Services.

For good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties additionally agree as follows:

1. Definitions.

"**Administrator**" means, if applicable, a Subscriber-designated User or Users (other than Student Users) who administer Subscriber's Services account and has access to permissions and other sensitive settings. For the avoidance of doubt, an Administrator may be a Britannica employee.

"**Agreement**" means, collectively, (a) this License Agreement; (b) the applicable Order Form(s); and (c) if applicable, any student data protection agreement, amendment, or addenda to this License Agreement entered into in writing between the Parties.

"**Applicable Laws**" means, collectively, the laws and regulations of the United States and in the district, locality or state of the Public Institution's main campus that govern the Public Institution.

"**BDL Products**" means Britannica's Britannica Digital Learning suite of educational products more particularly described on Britannica's website at https://britannicalearn.com/products/.

"**Britannica Content**" means Content provided or made available by Britannica and its licensors for use within the Services.

"**Consortium**" means an association of two or more Schools, School Districts, or related entities with the objective of pooling their resources to procure the Services for the benefit of all "**Consortium Members**." If applicable, Consortium Members are listed on **Schedule A** to the Order Form, which is incorporated by reference herein.

"**Content**" means text, graphics, photos, images, sounds, music, videos, audiovisual combinations, software files or applications and all other content and materials.

"Educational Purposes" means for the purpose of education, teaching, distance learning, private study and/or research, including use in reports, dissertations, school newspapers, presentations, courses, blogs, websites, lesson plans, smartboards, and for other noncommercial, educational or personal purposes in accordance with the Usage Agreements. For the avoidance of doubt, Educational Purposes shall not include use in connection with any fundraising or other promotional, sales, or profit-generating event.

"**Fees**" means the Total Fees described in an Order Form.

"**Institution**" means a School hereunder.

"**Institutional Privacy Policy**" means Britannica's privacy notice for subscribers to and student users of the Services

located at https://corporate.britannica.com/privacy.html, as the same may be amended from time to time and published on the Services, or as otherwise provided in writing to Subscriber.

"**Linked Services**" means and includes the applications, widgets, websites or mobile, desktop or other services that may be linked with a User's account on the Services.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means an ordering document, including a Britannica order form, quote or invoice, that specifies the Services purchased and subscribed-to by Subscriber under this License Agreement. Each Order Form shall include the Service ordered, licensed population size, pricing, bill to, sold to, form of payment, and the Service-subscription term. Order Forms shall be subject solely to and incorporate by reference the terms of this License Agreement. If there is a conflict between the terms of this Agreement and the terms of an Order Form, the terms of this License Agreement will control. For the avoidance of doubt, Subscriber may submit separate Order Forms each specifying the Services to be provided by Britannica hereunder, and each Order Form shall incorporate the terms and conditions of and be governed by this Agreement. Submitting or acceptance of an Order Form or Subscriber's use of or access to the Services shall constitute Subscriber's unconditional acceptance of this Agreement. Order Forms can be accepted by Britannica only in accordance with the terms of this License Agreement. Additional or different terms proposed by Subscriber will not be applicable unless accepted in writing signed by Britannica. No change, modification, or revision of an Order Form or this License Agreement shall be effective unless in writing and signed by both Subscriber and Britannica.

"**Public Institution**" or "**Public**" means or refers to a School that is majority-owned by or is a legal branch or agency of a local, state or federal government, or other like publicly owned or operated entities.

"**Remote Access**" means access to the Services by Users (not including Walk-In Users) for personal use from their personal computer or other personal mobile device, including, without limitation, smartphones and tablets.

"**School**" or "**Institution**" means Public and private K-12 or primary and secondary schools, School Districts, and related facilities, including Consortiums and Public Institutions, but excluding any instance where any of the foregoing offers training or professional development to business or corporate entities. For purposes of this Agreement, unless otherwise indicated, the School's state of formation is the U.S. state in which the School is located.

"**School District**" means an Institution that executes and administers this Agreement on behalf of a of Public-School system comprised of several towns within a state.

"**Secure Authentication**" means access to (a) the Services by means of authentication determined by Britannica in its sole discretion, including, without limitation, referral URL or LTI authentication, and, (b) if applicable, individual, User Service accounts using unique usernames and passwords.

"**Secure Network**" means a network that is only accessible by Secure Authentication.

"**Services**" means one or more of the Services (BDL Products) subscribed to by Subscriber pursuant to this Agreement, and includes the Britannica Content.

"**Student Data**" means either (a) education records of students, as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), or (b) any other personally identifiable information about a Student User, except that Student Data does not include a record that has had personal data removed such that the student's identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

"**Student User**" means a student enrolled at a subscribing School who has been granted access to the Services pursuant to this Agreement.

"**Subscribed-To Services**" means one or more of the Services specified on an Order Form(s) submitted to Britannica by Subscriber and for which Subscriber has paid Britannica the applicable Fees.

"**Subscriber**" means the Institution signing the Order Form for purposes of subscribing to one or more of the Services.

"**Subscriber Data**" means all electronic data or information submitted by the Subscriber or its Users to the Services, including Student Data, except that Subscriber Data does not include a record that has had personal data removed

such that an individual's identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

"**Terms of Use**" means the usage rules and other terms and conditions applicable to Users of the Services set forth in Section 1 of the Britannica Terms of Use located at https://corporate.britannica.com/termsofuse.html, as the same may be amended from time to time and published on the Services, or as otherwise provided in writing to Subscriber.

"**Usage Agreements**" means collectively, the Britannica (1) Terms of Use (https://corporate.britannica.com/termsofuse.html) and (2) Institutional Privacy Policy (https://corporate.britannica.com/privacy.html).

"**Usage Rights**" means any usage terms specified in an Order Form and the Usage Agreements. Subject to Britannica's prior approval and payment of additional Fees, Subscriber may increase the population size of its Users as evidenced by an amended Order Form.

"**User**" means, as applicable, a Subscriber's (1) students; (2) teaching staff members; (3) administrators; (4) employed staff; or (5) other individuals each of whom are authorized and paid for by Subscriber to use the Services and to whom Subscriber (or, when applicable, Britannica at Subscriber's request) has supplied a username and password (for Secure Authentication), including Walk-In Users. If applicable, Users also may include Subscriber's consultants and contractors. For the avoidance of doubt, Users' rights hereunder shall be personal to the User and members of their immediate family residing with such User. Such rights of use are not transferrable and Users shall be responsible for protecting the confidentiality of their credentials for access to the Services (e.g. usernames and password) and complying with any guidelines prescribed by Britannica from time to time to prevent unauthorized access to the Services. Subscriber agrees to immediately notify Britannica of any unauthorized use or other breach of security. Britannica reserves the right to perform one-way encryption for passwords for account maintenance purposes.

"**Walk-In Users**" are persons who are allowed by the Subscriber to access its information services from computer terminals or otherwise within the physical premises of the Subscriber. For the avoidance of doubt, Walk-In Users may be given access to the Services by any wireless Secure Network. Walk-In Users are not allowed Remote Access (as defined below) to the Services.

2. Grant of License.

a) **Provision of the Services; Permitted Uses**. Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees and other charges, if any, set forth in an Order Form, Britannica shall make the Services available to Subscriber, and grants Subscriber, and Subscriber accepts, a non-exclusive license during the Term to (i) access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes, and (ii) permit Users to access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes.

b) **Number of Users**. Pursuant to Britannica's population-size licensing model, Subscriber may grant access to and permit use of the subscribed-to Services by the number of Users in Subscriber's licensed-User population as specified on an applicable Order Form.

c) **Applicability of the Terms of Use**. Other than as expressly set forth in this Agreement, Britannica makes the Services available to Users, and permits the above uses, subject in full to Subscriber's and each User's use in compliance with the Terms of Use (https://corporate.britannica.com/termsofuse.html).

d) **Remote Access**. This Agreement permits the Subscriber to provide Remote Access to the Services by all Users except Walk-In Users. Subscriber shall not knowingly offer or make Remote Access available to business entities or other institutions (including educational institutions), and shall use its best efforts to inform Users that Remote Access is available to them for personal use only. Subscriber agrees that it will not market or promote Remote Access to business entities or other institutions and that it will terminate Remote Access to any location that Subscriber determines is a business entity or other institution (including educational institutions).

e) **Consortiums.** If applicable, Subscriber agrees and represents that it has the agreement of all Consortium Members to enter into this Agreement and that each Consortium Member accepts and agrees to the terms and conditions of the Agreement, as if it had itself executed the same. Consortium Members and their Users are entitled to the rights, responsibilities, and privileges set forth for Subscriber under this Agreement. Subject to Britannica's prior approval, Subscriber may increase the number of Consortium Members and related Usage

Rights by providing prior written notice thereof and paying additional Fees, as determined by Britannica and set forth in an Order Form.

3. Britannica Responsibilities.

a) **Provision of the Services.** Britannica will (1) make the Services and Britannica Content available to Users pursuant to this License Agreement, any applicable Order Form, and, with respect to Users, the Usage Agreements; and (2) provide applicable training and support for the Services as detailed in an Order Form.

b) **Protection of Subscriber Data**. Britannica will maintain administrative and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Subscriber Data by Britannica personnel except (1) to provide the Services and prevent or address Service or technical problems; (2) as compelled by law; or (3) as Subscriber expressly permits in advance, in writing.

c) **Data Processing**. The "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html applies to the use of the Services by Subscriber and its Users, and Britannica's processing of Service-related data, including Subscriber Data, in connection with the Subscribed-To Services. All personal data processed by Britannica in connection with this Agreement and the Subscribed-To Services will be processed by Britannica in accordance with the terms and conditions set forth in this Agreement and as described in the "Children's Privacy" section of the Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

d) **Compliance with Applicable Laws.** Britannica shall comply with all applicable local, provincial, state, federal and foreign laws in providing the Services, including, without limitation, FERPA and COPPA (defined below).

4. Subscriber Responsibilities.

a) **License Limitations**. In addition to any and all limitations set forth in the Terms of Use (https://corporate.britannica.com/termsofuse.html) and for the avoidance of doubt, Subscriber shall not, and shall not permit Users to: (1) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party; (2) use the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, rules, or regulations, including the Applicable Laws; (3) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (4) use the Services to send or store Malicious Code; (5) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (6) attempt to gain unauthorized access to the Services or its related systems or networks; or (7) use the Services or Content included or created therein for purposes other than Educational Purposes.

b) **Student Data**. Subscriber represents, warrants, and covenants that it has all necessary consents in respect of any Student Data that it shares with Britannica to enable Britannica to provide the Services in the manner described herein and in the Usage Agreements. Subscriber hereby grants Britannica a non-exclusive license for the duration of the Agreement (and for thirty (30) days thereafter) to use the Student Data as reasonably required to provide the Services and as described in the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

c) **Usage Limits; Excess Use**. The Services are subject to usage limits, including, for example, the Usage Rights and User-population size specified in an Order Form. If Subscriber exceeds its Usage Rights ("**Excess Use**"), Britannica may work with Subscriber to seek to reduce Subscriber's usage so that it conforms to the agreed upon limits. If, notwithstanding Britannica's efforts, Subscriber is unable or unwilling to abide by the Usage Rights set forth in an Order Form, Britannica, in its sole discretion, may (1) request that Subscriber execute an Order Form for additional Usage Rights and pay any invoice for Excess Use (an "**Excess Usage Invoice**") in accordance with Section 7 below, and/or (2) terminate Subscriber's subscription without penalty or repayment of any kind by Britannica.

d) **Administrator and User Accounts**. If applicable, Subscriber is responsible for designating Administrators for its Services' accounts, maintaining updated Administrator contact information, and managing access to Administrator accounts. In addition, if Subscriber has the ability to create User accounts, Subscriber agrees:

1. It is responsible for ensuring that all Users are informed of and familiarize themselves with the Usage Agreements.

2. If a User is a Student User:

   i. If applicable, Student User accounts will be created by an Administrator on the student's behalf and not by the Student User directly.

   ii. It will closely supervise all use of the Student User accounts.

   iii. It shall obtain all necessary consents and agreements (including from both the Student Users and the Student Users' parents) to (A) allow each Student User's use of the Services and Britannica Content, and (B) bind Student Users to the Usage Agreements.

   iv. It is responsible for assuring that all use of the Services by Student Users is in full compliance with all applicable laws, rules and regulations, including, without limitation privacy and educational laws, rules and regulations, including, without limitation, the Children's Online Privacy Protection Act ("**COPPA**") and FERPA, and does not violate any third party rights.

To the extent permitted by Applicable Law, Subscriber agrees to defend, indemnify and hold Britannica harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of any of the foregoing obligations by Subscriber, including, without limitation, from any claims that (A) a Student User's use of the Subscribed-To Services as described herein violates COPPA or FERPA, or any other applicable educational or data protection laws, rules, and regulations; or (B) are attributable to the negligence of Subscriber or of its officers or employees when acting within the course and scope of their employment.

e) **Additional Consents, Licenses and Indemnity**. Subscriber represents to Britannica that it is authorized to use the Subscriber Data and that, before it provides the same to Britannica, Subscriber has obtained any licenses, consents and authorizations necessary for Britannica to provide the Services. To the extent permitted by Applicable Law, Subscriber agrees to defend, indemnify and hold Britannica harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of this Section 4(e) by Subscriber, including, without limitation, from any claims that are attributable to the negligence of Subscriber or of its officers or employees when acting within the course and scope of their employment.

f) **Compliance with Usage Agreements and Applicable Laws; Accuracy of Subscriber Data**. Except as otherwise provided herein, Subscriber shall comply with, is wholly responsible for, and shall ensure compliance by Users with, the Usage Agreements (including, without limitation, any acceptable use policies set forth therein). Subscriber shall: (1) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data; (2) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Britannica promptly of any such unauthorized access or use; (3) comply with all applicable local, state, and federal laws when using the Services; and (4) if applicable, provide Britannica with means to communicate with Administrators in order to promote the use of the Services in the Subscriber's classroom(s).

g) **Data Privacy.** Subscriber understands, acknowledges and agrees that:

1. Subscriber has read and understands the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html. By entering into this Agreement, Subscriber consents, on behalf of itself and its Users, to Britannica's collection, processing, use and transfer of Service-related data, including Subscriber Data and Derivative Works, in the manner described in the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at https://corporate.britannica.com/privacy.html.

2. Information and data, including Subscriber Data, provided to Britannica by Subscriber or Users through the Services or third-party service providers are necessary for the provision of the Services.

3. Subscriber consents, on behalf of itself and Users, to Britannica's disclosure of Service-related data, including Subscriber Data, to Britannica's third-party service providers or other third parties where such disclosure is necessary for the performance of Britannica's obligations under this Agreement and complies with the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at

https://corporate.britannica.com/privacy.html, or as required by law.

h) **Subscriber Security Measures.** Subscriber agrees to take such steps as are necessary to protect the Services from unauthorized use, disclosure or third-party access. Such steps shall be at least of the same quality and sophistication as Subscriber uses to protect electronic transmissions of its own intellectual property from unauthorized use, and shall include, but not be limited to, disclosing the Services security code only to Users. At Britannica's request, Subscriber will disclose to Britannica such security measures as are then being used by Subscriber to prevent access by other than Users.

5. **Effective Date; Term of this Agreement.** This Agreement and the terms and conditions set forth herein shall become effective on the date of the last signature on the Order Form ("**Effective Date**") and shall continue for the Subscription Term stated on the Order Form (the "**Initial Term**") unless otherwise indicated on the Order Form.

6. **Renewal Term(s)**.

a) **Automatic Renewal of Subscription.** This Agreement shall automatically renew for an additional twelve (12)-month term (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless either party provides written notice to the other party of its intent not to renew at least sixty (60) days in advance of the end of the Initial Term or current Renewal Term, as the case may be.

b) **Renewal Term Subscription Fees**. Subject to the following sentence, Britannica reserves the right to increase Subscription Fees for each Renewal Term as follows: (a) for renewals below Seven Hundred and Fifty U.S. Dollars, Britannica reserves the right to increase Subscription Fees for each Renewal Term by an amount equal to 10% of the Subscription Fees for the Term immediately preceding the Renewal Term; and (b) for renewals at or above Seven Hundred and Fifty U.S. Dollars, Britannica reserves the right to increase Subscription Fees for the Renewal Term by an amount equal to three percent (3%) of the Subscription Fees for the Term immediately preceding the Renewal Term. Subscription Fees for any Renewal Term will not exceed Britannica's then-current subscription rates for similarly situated, new customers, and shall be subject to the payment terms set forth in Section 7 below.

7. **Payment of Fees; Late Payment.** Subscription Fees for the Services shall be (a) due 30 days after receipt of Britannica's invoice, including any Excess Use Invoice, or as otherwise agreed upon by the parties in an Order form; (b) non-refundable; and (c) exclusive of any and all taxes, fees, and other charges. Further, in the event of any underpayment or late payment of Fees by Subscriber, Subscriber shall be subject to the payment of a penalty in the amount equivalent to 1.5% (one and half per cent) of the total debt, plus interest in the highest amount permitted by the law, without the prejudice of Britannica's right to terminate this Agreement and the related Services.

8. **Proprietary Rights.**

a) **Reservation of Rights.** The Services and Britannica Content are the property of Britannica, its affiliated companies or licensors, and protected by international copyright, patent and trademark laws changes. No rights are granted to Subscriber or Users hereunder other than as expressly set forth herein.

b) **Subscriber Data.** As between Britannica and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all Subscriber Data. Subscriber Data is deemed Confidential Information pursuant to Section 9 below. Neither Britannica nor its approved, third-party service providers shall access Subscriber's individual User accounts, except to: (1) respond to service or technical problems or at Subscriber's request, (2) as necessary for the operation of the Service or billing, or (3) collect data on the Subscriber's and Users' usage of the Services for benchmarking and best practices. Subscriber hereby grants Britannica and its approved, third-party service providers for the duration of the Agreement (and for thirty (30) days thereafter) a worldwide, non-exclusive license right to use, copy, distribute, create derivative works based on, display, and perform the Subscriber Data as reasonably required for Britannica to provide the Services. .

c) **Suggestions.** Britannica shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or its Users relating to the operation of the Services.

9. **Confidentiality.**

a) **Confidential Information**. "**Confidential Information**" means all information disclosed by a party

("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Further, Confidential Information of Britannica includes all Britannica intellectual property, including the Services and Britannica Content, and any updates, enhancements, modifications, improvements and derivative works thereto. In addition, Subscriber Data, including Student Data, are confidential to Subscriber. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party without use of or reference to the Disclosing' Party's Confidential Information.

b) **Degree of Care**. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (1) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (2) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to its employees, agents and contractors to the extent necessary to perform its obligations under this Agreement.

c) **Student Users**. The parties also acknowledge that Confidential Information may include personally identifiable information from children under the age of 16. Subscriber acknowledges that it will act as agent for the parents of Student Users under the age of 16 for purposes of applicable privacy and educational laws, rules and regulations, including, COPPA. Britannica presumes that Subscriber's authorization is based on having obtained parental consent where necessary. Subscriber further acknowledges that it has read, fully understands, and agrees to use best efforts to ensure Users abide by Britannica's Usage Agreements.

d) **FERPA**. The parties acknowledge that (i) Confidential Information may include personally identifiable information from education records that are subject to FERPA ("**FERPA Records**"); and (ii) to the extent that Confidential Information includes FERPA Records, Britannica will be considered a "Institution Official" (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of Institution Officials under FERPA. Each party represents and warrants to the other party that it will comply with all provisions of FERPA applicable to such party's performance hereunder.

10. **Disclaimer of Warranties. THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER BRITANNICA CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH BRITANNICA EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. **Limitation of Liability. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BRITANNICA, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND LICENSORS, OR CONTENT PROVIDERS BE LIABLE: (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR THE USE, INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR BUSINESS, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, EVEN IF BRITANNICA WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE; OR (II) FOR ANY DAMAGES, LOSSES AND/OR CAUSES OF ACTION EXCEEDING ONE THOUSAND DOLLARS ($1,000) IN THE AGGREGATE.**

12. **Indemnification.** If permitted by Applicable Law and in addition to indemnification obligations set forth in Section 4 above, to the fullest extent permitted by law, Subscriber agrees to indemnify and hold Britannica, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors harmless from and against all losses, expenses, damages and costs including reasonable attorneys' fees, arising out of (a) the information or material Subscriber submits to Britannica, including, but not limited to, liability for violation of copyrights, trademark rights, trade secret rights, or any other intellectual property rights, or the privacy or publicity rights of others, or liability for information or material Subscriber provides that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity, or is fraudulent or deceptive, (b) Subscriber's use or unauthorized copying of the Services or the Britannica Content, or (c) Subscriber's violation of any applicable laws, rules, or

regulations, including Applicable Laws.

13. **Termination.** If Subscriber should breach any material provision in this Agreement and fail to remedy such default within thirty (30) days after receipt of written notice from Britannica, this Agreement shall terminate effective as of the expiration of said thirty (30)-day period. In the event of termination of this Agreement by either party, Subscriber shall have no claims against Britannica or its affiliates. Termination of this Agreement automatically terminates Subscriber's and Users' licenses to use the Services, and any Britannica Content or any other materials contained in the Services.

14. **Assignment.** Subscriber may not assign any of its rights or delegate any of its obligations under this Agreement without Britannica's prior written consent.

15. **Dispute Resolution; Governing Law.**

    a) **Dispute Resolution**. If permitted by Applicable Laws, Britannica and Subscriber each agree to meet and negotiate in good faith in order to resolve any controversy or claim arising out of or relating to this Agreement or the Services that may arise between them (each a "**dispute**"). Except where prohibited by Applicable Laws, the parties agree that any disputes that cannot be settled shall be submitted first to voluntary mediation at the American Arbitration Association ("AAA") in Chicago, Illinois USA. The Parties will share the cost of mediation equally. If the dispute(s) is not resolved within fifteen (15) days of being referred by either Party for mediation, the dispute shall be resolved before a neutral arbitrator. Arbitration shall be (1) initiated in Chicago, Illinois USA, and (2) conducted by the AAA under its Commercial Arbitration Rules. Except where prohibited by Applicable Law, Britannica and Subscriber each agree to submit to the personal jurisdiction of the federal or state courts located there, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The language of arbitration shall be English, and the arbitral award shall be final and binding on both the Parties. Any court with jurisdiction over the parties may enforce the arbitrator's award. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Subscriber nor Britannica will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If any provision of this Agreement is held to be overly broad in scope or duration by a court of competent jurisdiction, such provision shall be deemed modified to the broadest extent permitted under the law applicable to such proceeding. In addition, if any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default

    b) **Governing Law**. This Agreement (including those terms related to indemnification) will be governed by and construed in accordance with the Applicable Laws. Such laws shall govern without reference to the conflicts-of-laws rules thereof. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the local courts of the county in which the main campus of Public Institution is located, or the administrative tribunal having exclusive jurisdiction over disputes involving Public Institution, as applicable.

16. **Notices**. All notices provided in accordance with this Agreement shall be in writing and shall be sent to the parties at their respective address set forth in this Agreement. Notices shall be sent by certified mail, return receipt requested, and shall be considered given three days after the date mailed.

17. **Entire Agreement.** This License Agreement, including all schedules, exhibits and addenda hereto, and the applicable Order Form(s) constitute the entire agreement between the Parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this License Agreement and any schedule, exhibit or addendum hereto, and an Order Form, the terms of this License Agreement shall prevail.

Tab 5 - Technical Administration, User Interface, and Integration

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:

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

As the nature and content of our databases generally do not require whole school districts of students to log on at the same time, Britannica does not currently have any evidence from which we can draw to specifically demonstrate support for 60,000 concurrent users. As far as we are aware, HCPS has not experienced latency or bandwidth issues resulting from current usage.

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

Britannica's proposed solutions do not require user accounts, authentication takes place at the district or building level. Optionally, should the district want users to have individual user accounts for saving resources, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

c. Describe the data exchange process in detail;

Our proposed solution does not require rostering. Currently, HCPS's authentication happens through IP address. Optionally, should the district want users to have individual user accounts for saving resources, accounts can be provisioned automatically via LTI SSO. We require only a unique user id and the role (student or teacher) to be able to create the user in our system. Upon the user creation, the user will be granted access to our product(s).

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

There are no such limitations.

e. Provide per user bandwidth requirements for the proposed solution;

About 10 Mbps per user for best performance.

f. Provide the average bandwidth per student required; and,

A page weight of a Britannica School site is around 2 Mbytes compressed, with ImageQuest, Moderna, and Escolar being lighter.

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

Britannica School is a certified Schoology app and supports LTI version 1.1. Britannica ImageQuest, Britannica Moderna, and Britannica Escolar are not currently certified.

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

The proposed solutions are websites hosted by Britannica on the AWS cloud. As such, no installation on the HCPS network or devices will be required.

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Tab 6 – Infrastructure and System Administration

In this tab, offerors shall provide information regarding infrastructure and system administration as described in the Scope of Services as well as the following information:

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

Britannica's solutions and related data are hosted on the Amazon Web Services (AWS) cloud and have been since 2020. AWS is the most popular, powerful, and secure public cloud hosting service. As a cloud-hosted solution, Britannica manages all matters related to hosting. Product patches and updates are automatically applied, freeing HCPS staff from having to manually manage these updates. We have a standard AWS Service level agreement.

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

Britannica's applications are available 24 hours a day, 365 days per year. Updates do not typically involve downtime for customer access. Britannica's applications reported more than 99.9% availability over the past twelve months. In addition, all application solutions have full redundancies and Britannica provides for the backup/recovery, data retention, and disaster recovery of such application solutions using strategies available to us within AWS (our cloud-services provider) and internal policies and procedures. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly. We also employ Cloudflare, which is a DDoS protection tool. Britannica performs vulnerability assessments across its products and digital environment on no less than a quarterly basis and performs penetration testing across its products and digital environment on a daily basis.

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

Britannica is dedicated to ensuring the security and privacy of our customer data. We maintain administrative and technical safeguards for protection of the security, confidentiality, and integrity of customer data. These safeguards include, but are not limited to, measures for preventing access, use, modification, or disclosure of customer data by Britannica personnel, except to provide services and prevent or address service or technical problems; as compelled by law; or as expressly permitted by the customer in advance, in writing. Britannica uses best efforts to adopt data security and privacy policies and controls that align with NIST 800-171 Rev.1, including the use of access and storage controls, privacy and security awareness training, audits, authentication, maintenance, risk assessments, and various other controls. Our documented security and privacy policies provide a framework for maintaining effective and efficient internal security and privacy controls and practices as described below.

Employee Training, Policies, and Procedures

All Britannica employees receive data security and privacy training materials upon onboarding. In addition, Britannica employees are required to attend an annual, in-person privacy and security awareness training session, and complete monthly, third-party provided and verifiable privacy or security training modules and related

assessments. Britannica's IT policies and procedures, including its information and network security and data breach notification policies (among others) are posted for access and reference by Britannica's U.S. employees and representatives on Britannica's intranet site and shared with all Britannica employees and representatives globally during onboarding and in connection with Britannica's annual security and privacy awareness training sessions. In addition, all employees and representatives sign confidentiality agreements by which they commit to maintain and continuously ensure the confidentiality, both during and after their engagement with the Britannica, of all data or information learned, received or otherwise processed by such employee or representative that relates to or is controlled by Britannica or its customers and that is non-public, contains personally identifiable information, or pertains to confidential or proprietary business matters.

Britannica maintains role-based, least-privileged access to our customer data. Only those individuals with direct responsibilities for creating/deleting user accounts, providing technical support or otherwise providing the subscribed-to services as requested by a customer have access to this data and we use a ticketing system with extensive audit trails to follow through. Britannica ensures that any of its employees who have access to personally identifiable information (PII) receive training on the federal and state laws governing confidentiality of such information. For those who have privileged access, they must use an individual VPN connection to access customer data when working remotely. All transactions are performed on TLS with secure authentication. Our Information Security policies contain strict policies for employees who need to transport customer data on portable devices. If an employee is switching to a new (non-privileged) role at Britannica, or are leaving the company, we revoke their access on the same day.

Building and Physical Security

Our building entrance is staffed with 24x7 security guards. Beyond that, our office entrance doors are always locked with receptionist(s) attending to the entrances. Every employee must use a security pass (fob) to unlock the door to enter the premises. We also maintain security cameras and monitor all the entrances and hallways. Our internal data center has an additional lock with a separate security access card—issued only to a few IT staff, along with an additional security camera. We use a cloud-based inventory control software to keep close inventory of our company technology assets. When needed, we wipe all the hard disks using DoD 3-pass technique. When hardware reaches the end of life, we use a 3rd party professional firm to destroy disks in a secure way.

User security and privacy

Britannica is dedicated to maintaining user privacy and a link to our privacy policy appears on every page of our websites. As specifically stated in our privacy policy and confirmed in applicable data protection and licensing agreements, Britannica guarantees the confidentiality of our institutional customers' (e.g., libraries, educational institutions) individual users (e.g., patrons, students, staff), including that no user's personal data is used or sold without the user's permission except as may be required by law.

Britannica's posted privacy policy is located at https://corporate.britannica.com/privacy-policy/.

At the transaction level all data is transmitted over secure transmission (TLS) protocol and data is encrypted while in transit. At the database level, data is protected by firewall and username/password and other access control requirements. Personal data is stored in a secure encrypted database behind web applications protected by strong firewalls. Britannica conducts ongoing reviews in an effort to ensure the maintenance of its database security and conducts ongoing vulnerability management scanning, among other processes.

Audit and Risk Assessment

Britannica conducts internal risk assessment and audits periodically to discover any information security gaps and test our policies and procedures. This includes:

- Reviewing web server access and error logs, and internal process logs stored in AWS CloudWatch.
- Using TrustedSite (Qualys Security Scan) to check security of our websites daily and review the results.
- Using OneTrust software to run an internal security and privacy assessment on our company regularly, at least once a year.
- Using Netsparker for pen testing on our websites on a regular interval.
- Running Vipre on all the devices to protect malwares.
- Using up-to-date and secure system configurations, and regularly apply necessary security patches when they become available.

Our accredited and experienced data privacy team oversees the policies, procedures, and systems that ensure this security and privacy.

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

Britannica is not SOC 2 certified.

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

As described above, we use redundant AWS services for every Britannica website at every level. Britannica solutions maintain 99.9% availability. The database has a high-availability warm standby with automatic failover. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly.

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

The proposed solutions require about 10 Mbps per user for best performance. A page weight of a Britannica School site is around 2 Mbytes compressed, and Britannica ImageQuest, Britannica Escolar, and Britannica Modera are lighter.

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

Britannica's solutions are only available as web-based applications.

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

For more than 250 years, Britannica has been a leading innovator in education and educational technology, creating engaging and effective solutions for educators, students, and learners whether they are at the library, in a classroom, or at home. Our cloud-based solutions deliver continual editorial updates that ensure our database articles are reliable, factual, and up to date. Our editorial team provides daily content updates using our push to publish technology that publishes without interrupting service access. We post approximately 13,000 new and updated encyclopedia articles and media annually and major events in history are chronicled in real time.

Our product and system architecture teams deliver regular product, accessibility, and security updates, as needed, to ensure that our solutions stay functional, accessible, responsive, and secure. Additionally, the

Britannica team regularly seeks feedback from customers to understand where our products can provide additional value and responds by developing new functionality where possible. Examples of this sort of update in the past have included adding support for integrations with single sign-on and learning management systems. In the unlikely event of scheduled downtime, Britannica subscribers are notified in advance via email. We update customers on new product features using our listserv.

i. Any tools available to measure system responsiveness.

Britannica uses CatchPoint to measure website performance, and AWS CloudWatch to monitor system responsiveness

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

There are no limits on storage.

k. Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

As described above, Britannica solutions maintain 99.9% availability. Our stringent disaster recovery policy and procedure provide backups and tests disaster recovery in regular intervals. The database has a high-availability warm standby with automatic failover. Snapshots are taken daily and replicated to a separate AWS region. If needed, the database is restored by a predefined restore procedure. We test the backup and restore procedures regularly.

Britannica’s solutions are hosted by Amazon Web Services.

Tab 7 – Reporting and Monitoring

In this tab, offerors shall provide the following information regarding reports and monitoring

a. Provide samples and descriptions of reports offered and the ability to customize content and reports.

HCPS will access standard reporting on-demand through our Britannica Usage Statistics website. Britannica statistics count each text-based resource viewed in the “Documents” category and each multimedia resource in the “Multimedia” category. Together, these two usage categories will provide the total number of assets viewed. Multimedia statistics are recorded only when a user selects a specific image, map, video, or interactive lesson for viewing. It does not include the rich multimedia embedded in articles and feature pages.

We provide a sample of this standard report for HCPS’s last calendar year of usage on the following page. The district has currently chosen to report elementary level access as one segment, and all other school levels as another. Britannica statistics and reporting can be granular to the institution level, depending on authentication methods used by the district.

Britannica’s statistics also comply with the COUNTER Codes of Practice, currently COUNTER5. Britannica statistics are counter compliant with some derivations. All statistics reports include Queries, Documents and Sessions as required by the Counter Protocol. In addition, Britannica provides separate reporting on multimedia when it is viewed on its own. This includes video and audio files, interactive lessons, and images when not embedded in a document.

Britannica COUNTER5 reports include statistics and reporting granular to the institution level, depending on authentication methods used by the district. Counter5 reports are not standard for our district level customers but are available if required and would be delivered monthly via email.

The following pages provide a sample of a standard report and COUNTER5 report.

Britannica Monthly Usage Report
Start Date: 06/2021 End Date: 05/2022

Henrico Public Schools

Date/Time	Totals	Total Ses	BIQ - Ses	BIQ - Doc	BIQ - Que	BIQ - Med	HOMEPA	HOMEPA	HOMEPA	HOMEPA	MIDDLE S	MIDDLE S	MIDDLE S	MIDDLE S	ELEMENT	ELEMENT	ELEMENT	ELEMENT	Fun - Ses	Fun - Doc	Fun - Que	Fun - Med	HIGH SCH	HIGH SCH	HIGH SCH	HIGH SCH
06/2021	**50960**	**5130**	1668	1338	4368	7601	1106	1226	0	1	847	1728	11465	102	83	106	526	19	0	0	0	0	1426	2260	20103	117
07/2021	**3419**	**411**	99	59	352	254	126	152	0	1	107	224	1447	10	14	25	95	6	0	0	0	0	65	127	666	1
08/2021	**1133**	**157**	48	45	221	102	46	55	0	0	12	16	40	0	12	36	108	8	0	0	0	0	39	66	436	0
09/2021	**67880**	**6984**	1333	1566	3206	4147	2084	2440	0	11	1209	2345	18845	187	40	64	362	2	0	0	0	0	2318	4214	30371	120
10/2021	**242748**	**23951**	9460	6534	34665	47015	5661	6357	0	7	3224	6168	55059	347	71	99	609	34	0	0	0	0	5535	10824	74696	334
11/2021	**163189**	**14171**	3462	2859	11201	25693	4191	4644	0	8	3677	7376	69028	49	73	132	540	19	1	1	0	0	2767	5146	36408	85
12/2021	**129492**	**13513**	3919	2667	13183	25146	3423	3799	0	0	3579	6637	39616	115	82	141	859	1	0	0	0	0	2510	4847	32433	48
01/2022	**118455**	**11040**	2968	1986	12112	23017	3003	3424	0	7	2709	5450	40166	328	290	648	2045	119	0	0	0	0	2070	3903	25012	238
02/2022	**159250**	**14719**	3017	2522	8806	22701	4841	5496	0	1	3828	7959	61355	347	440	899	4392	82	1	9	0	6	2592	5090	39191	394
03/2022	**134143**	**14456**	2868	2547	8718	16095	4552	5051	0	3	4115	8343	51688	349	266	456	2431	21	0	0	0	0	2655	4903	33301	237
04/2022	**99012**	**9221**	1309	1242	3863	8805	2542	2872	0	1	2824	5228	28079	329	207	412	2802	68	0	0	0	0	2339	4292	40862	157
05/2022	**125640**	**11025**	2743	2010	8779	23677	2787	3094	0	0	2738	4852	40298	496	205	351	1386	101	0	0	0	0	2552	4870	35460	266
Subtotals	**1295321**	**124778**	32894	25375	109474	204253	34362	38610	0	40	28869	56326	417086	2659	1783	3369	16155	480	2	10	0	6	26868	50542	368939	1997

Henrico Public Schools - Elementary

Date/Time	Totals	Total Ses	BIQ - Ses	BIQ - Doc	BIQ - Que	BIQ - Med	HOMEPA	HOMEPA	HOMEPA	HOMEPA	MIDDLE S	MIDDLE S	MIDDLE S	MIDDLE S	ELEMENT	ELEMENT	ELEMENT	ELEMENT	Fun - Ses	Fun - Doc	Fun - Que	Fun - Med	HIGH SCH	HIGH SCH	HIGH SCH	HIGH SCH
06/2021	**43031**	**3609**	30	12	96	47	106	125	0	19	577	878	1564	82	2874	5823	33658	653	21	19	0	54	1	1	0	0
07/2021	**2014**	**174**	0	0	0	0	8	14	0	2	18	33	42	0	143	286	1537	67	5	11	0	22	0	0	0	0
08/2021	**950**	**111**	2	2	0	0	8	10	0	1	14	17	65	0	86	127	709	16	1	3	0	0	0	0	0	0
09/2021	**35523**	**3690**	291	375	498	1064	1067	1236	0	13	354	581	1865	48	1966	3707	25324	763	10	17	0	30	2	2	0	0
10/2021	**107910**	**9740**	860	782	2211	3155	3509	4197	0	65	808	1478	6571	119	4553	8917	78529	1834	10	37	0	15	0	0	0	0
11/2021	**97313**	**10107**	683	676	1545	3283	3677	4332	0	9	1275	2325	9706	44	4461	10483	64438	437	10	10	0	24	1	1	0	0
12/2021	**78361**	**8251**	813	841	2037	3865	2888	3490	0	0	1164	2042	9734	20	3379	7872	48346	98	6	5	0	9	1	2	0	0
01/2022	**189034**	**19780**	2332	2267	5991	10003	7230	8528	0	271	2279	4202	19595	412	7934	17674	117282	2789	5	7	0	13	0	0	0	0
02/2022	**279926**	**26482**	2238	2402	4739	6902	9856	11365	0	2	3870	7229	43477	541	10497	21371	179264	2554	17	30	0	26	4	5	19	0
03/2022	**131780**	**13889**	1570	1484	4348	6114	5033	5784	0	0	2043	3564	20292	320	5234	10334	78352	1170	9	11	0	7	0	0	0	0
04/2022	**82745**	**9134**	619	588	1477	3129	3479	4019	0	0	1337	2277	13320	188	3695	7855	48899	968	3	7	0	3	1	2	13	0
05/2022	**131134**	**12441**	1208	1177	2774	8364	4541	5336	0	0	2101	3854	23258	427	4587	8622	75950	1362	4	6	0	4	0	0	0	0
Subtotals	**1179721**	**117408**	10646	10606	25716	45926	41402	48436	0	382	15840	28480	149489	2201	49409	103071	752288	12711	101	163	0	207	10	13	32	0

Grand Totals

06/2021	**93991**	**8739**	1698	1350	4464	7648	1212	1351	0	20	1424	2606	13029	184	2957	5929	34184	672	21	19	0	54	1427	2261	20103	117
07/2021	**5433**	**585**	99	59	352	254	134	166	0	3	125	257	1489	10	157	311	1632	73	5	11	0	22	65	127	666	1
08/2021	**2083**	**268**	50	47	221	102	54	65	0	1	26	33	105	0	98	163	817	24	1	3	0	0	39	66	436	0
09/2021	**103403**	**10674**	1624	1941	3704	5211	3151	3676	0	24	1563	2926	20710	235	2006	3771	25686	765	10	17	0	30	2320	4216	30371	120
10/2021	**350658**	**33691**	10320	7316	36876	50170	9170	10554	0	72	4032	7646	61630	466	4624	9016	79138	1868	10	37	0	15	5535	10824	74696	334
11/2021	**260502**	**24278**	4145	3535	12746	28976	7868	8976	0	17	4952	9701	78734	93	4534	10615	64978	456	11	11	0	24	2768	5147	36408	85
12/2021	**207853**	**21764**	4732	3508	15220	29011	6311	7289	0	0	4743	8679	49350	135	3461	8013	49205	99	6	5	0	9	2511	4849	32433	48
01/2022	**307489**	**30820**	5300	4253	18103	33020	10233	11952	0	278	4988	9652	59761	740	8224	18322	119327	2908	5	7	0	13	2070	3903	25012	238
02/2022	**439176**	**41201**	5255	4924	13545	29603	14697	16861	0	3	7698	15188	104832	888	10937	22270	183656	2636	18	39	0	32	2596	5095	39210	394
03/2022	**265923**	**28345**	4438	4031	13066	22209	9585	10835	0	3	6158	11907	71980	669	5500	10790	80783	1191	9	11	0	7	2655	4903	33301	237
04/2022	**181757**	**18355**	1928	1830	5340	11934	6021	6891	0	1	4161	7505	41399	517	3902	8267	51701	1036	3	7	0	3	2340	4294	40875	157
05/2022	**256774**	**23466**	3951	3187	11553	32041	7328	8430	0	0	4839	8706	63556	923	4792	8973	77336	1463	4	6	0	4	2552	4870	35460	266
	2475042	**242186**	43540	35981	135190	250179	75764	87046	0	422	44709	84806	566575	4860	51192	106440	768443	13191	103	173	0	213	26878	50555	368971	1997

We use COUNTER5 metrics as following:
Total Item Investigations: all activities engaged by user.
Total Item Requests: views of full text, video, and image.
Searches Regular: searches conducted by a user on our product website where the user searches against database used by our product.

Account ID	Account Name	Product Name	Subcategory	Total Iter	Total Iter	Searches	Month
123	Jackson ISD	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	36	16	20	2022-01-(
123	Jackson ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	43	4	39	2022-01-(
234	Washington ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	2	1	1	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	ESCLR	8	8	0	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	Primaria	1	1	0	2022-01-(
678	ANTHEM ISD	Britannica Escolar Online (ESCLR)	Secundaria	1	1	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	2	2	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	4868	183	4685	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	HOMEPAGE	76	76	0	2022-01-(
678	ANTHEM ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	2	2	0	2022-01-(
678	ANTHEM ISD	Enciclopedia Moderna	Moderna	17	5	12	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	944	935	9	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	7327	1272	6055	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	1146	84	1062	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	HOMEPAGE	708	708	0	2022-01-(
987	HEARTLAND ELEM	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	33859	3555	30304	2022-01-(
775	PAT'S MIDDLE	Britannica Online School Edition (SE)*	HOMEPAGE	2	2	0	2022-01-(
775	PAT'S MIDDLE	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	57	9	48	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	ESCLR	44	44	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	Primaria	109	26	83	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Escolar Online (ESCLR)	Secundaria	6	6	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	41473	2884	38589	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	Fun	112	112	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	87	26	61	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	HOMEPAGE	192	192	0	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	426	175	251	2022-01-(
88554	KELLERMAN HIGH SCHOOL	Enciclopedia Moderna	Moderna	1	1	0	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	13	3	10	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	HOMEPAGE	1	1	0	2022-01-(
989786	CENTRAL PARK ISD	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	1428	43	1385	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	2	2	0	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	7	3	4	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	HOMEPAGE	2	2	0	2022-01-(
985421	MELVIN'S JR HIGH	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	18	9	9	2022-01-(
11223344	CANTERBURY RD ELEM	Britannica Online School Edition (SE)*	ELEMENTARY/PRIMARY	11	11	0	2022-01-(
11223344	CANTERBURY RD ELEM	Britannica Online School Edition (SE)*	MIDDLE SCHOOL/STUDENT	17	17	0	2022-01-(
44332233	SAM M MARTIN MS	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	240	237	3	2022-01-(
44332233	SAM M MARTIN MS	Britannica Online School Edition (SE)*	HIGH SCHOOL/EB/SECONDARY	1	1	0	2022-01-(

Tab 8 – Training and Professional Development

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

Britannica solutions are easy to use and require minimal training for educators to begin using the databases with their students. As experienced users of Britannica School and ImageQuest, HCPS educators are already familiar with the interfaces of our solutions and the tools available to maximize value to both teachers and students. As such, we have not included any required training or professional development with our proposed pricing in Tab 9. HCPS staff are always welcome to access the free asynchronous and live webinar trainings our educational consultants host monthly.

Should HCPS seek additional professional development to further expand usage and value, or to support the addition of the Spanish resources option we have proposed, we have provided pricing for such services in Tab 9. Britannica professional learning consultants are experienced facilitators and bring with them best practices in facilitating in-person, virtual, and asynchronous professional learning. Paid options available to Henrico County Public Schools include:

- **In-Person Workshops** – Britannica's highly engaging workshops empower educators to build competencies in specified areas to impact their teaching and improve student outcomes. Using a variety of collaborative and hands-on learning experiences, educators develop research-based instructional practices and have the opportunity to apply and reflect on what they've learned.
- **Virtual Sessions** – Britannica's virtual sessions provide interactivity for participants through the facilitation of best practices in online learning. Virtual sessions can be recorded for viewing later.
- **Asynchronous Training** – Britannica provides asynchronous training modules to support the knowledge building for resources. The training modules are self-paced, and educators can complete them in a sequential path or use them to better understand specific features of resources by interacting with specific modules.

Tab 9 – Pricing

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP.

a. List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, hourly rates, and reimbursable expenses

b. Provide all costs as it relates to the proposed solution for the Scenario on Attachment H and the breakdown of pricing on Attachment I.

Britannica is pleased to provide HCPS with a comprehensive database solution including the district's currently subscribed resources, Britannica School and ImageQuest as well as two Spanish resources that would be new to the district, Britannica Escolar and Britannica Moderna. We believe HCPS will find value in adding these resources which can be leveraged by native Spanish speakers, bilingual students, and students learning Spanish. There are two separate pricing options and scenario forms attached, one to account for our complete proposed solution inclusive of Spanish, and a second reflecting the district's current Britannica resources.

ATTACHMENT H
Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for:** K-12	**Name of Program:** Britannica School / ImageQuest / Escolar / Moderna	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	$44,290	Britannica used the estimated students per grade for grades K-12 multiplied by a per user price of $.91 per student
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	$	
Grand Total	$44,290	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$ 44,290	

ATTACHMENT I
PRICING OPTIONS

Provide pricing as it relates to the proposed solution	**Price**
Price per Student	Britannica School/ ImageQuest/Escolar/Moderna: ~~$.91 per student~~
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$3,500
1 day of Professional Development - price per teacher/librarian	$175 per teacher/librarian
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$3500/day maximum of 20 participants 10% discount for consecutive days 2 days: 35-40 teachers trained 3 days: 60 teachers trained 4 days: 80 teachers trained 5 days: 100 teachers trained

ATTACHMENT H
Pricing Scenario

Name of Offeror: Encyclopaedia Britannica **Grades Submitted for:** K-12	**Name of Program:** Britannica School / ImageQuest	
Scenario	**Price**	**Methodology on how pricing was calculated.**
Provide pricing for an annual subscription for a district license for all schools:	$29,870	Britannica used the estimated students per grade for grades K-12 multiplied by a per user price of $.61 per student
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$	
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	$	
Grand Total	$ 29,870	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for.	$ 29,870	

ATTACHMENT I
PRICING OPTIONS

Provide pricing as it relates to the proposed solution	**Price**
Price per Student	Britannica School/ImageQuest: $.61 per student
Price per Teacher	$
Price per Classroom	$
Price per Site	$
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$
Price for District License 6-12	$
Price for District License 9-12	$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$3,500
1 day of Professional Development - price per teacher/librarian	$175 per teacher/librarian
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$3500/day maximum of 20 participants 10% discount for consecutive days 2 days: 35-40 teachers trained 3 days: 60 teachers trained 4 days: 80 teachers trained 5 days: 100 teachers trained

Tab 10 – References

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address.

Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

The following Britannica customers may be contacted to attest to the quality of our proposed solutions and services. We have included a statement from one of these references at the end of this tab.

Reference 1	Frederick County Public Schools
Contact name and position	Mary Jo Richmond, Supervisor of Media Services
Address	191 South East Street, 3rd Floor Frederick, Maryland 21701
Email address	maryjo.richmond@fcps.org
Phone Number	(301) 644-513
Fax/Other Number	Fax: (301) 644-5241
Description of services provided	Frederick County Public Schools has been using Britannica Schools and Britannica Image Quest since the 2013 school year. https://edu.fcps.org/essentialcurriculum/library-media

Reference 2	**Loudoun County Public Schools**
Contact name	Sapna Venkatachalam, Acquisition & Digital Resource Specialist, Library Media Services
Address	21000 Education Court Broadlands, VA 20148
Email address	Sapna.Venkatachalam@lcps.org>
Phone Number	Phone: 571-252-1618
Fax/Other Number	Fax: 571-252-1635
Description of services provided	Loudoun County Public Schools uses the Britannica School and Image Quest databases as well as Universalis Junior (French database) and Britannica Escolar (Spanish database). https://www.lcps.org/Page/212767

Reference 3	Anne Arundel County Public Schools
Contact name	Meg Bryant, Senior Administrative Secretary
Address	2644 Riva Road Annapolis, MD 21401
Email address	MBRYANT@aacps.org
Phone Number	443-770-5142
Fax/Other Number	443-770-5181*
Description of services provided	AACPS uses multiple Britannica databases including Britannica Academic, Britannica Escolar, Britannica Moderna, Image Quest, Britannica Academic Edition, Universalis Junior (French database), and Britannica Escola (Japanese database). https://www.aacps.org/Page/1816

Mary Jo Richmond
Supervisor of Media Services
Frederick County Public Schools
191 South East Street, 3rd Floor
Frederick, Maryland 21701
www.fcps.org

(301) 644-5134
Fax: (301) 644-5241
E-Mail: maryjo.richmond@fcps.org
https://edu.fcps.org/essentialcurriculum/library-media

To: Pat Salazar
From: Mary Jo Richmond
Date: June 9, 2022
Subject: Reference for Britannica

Frederick County Public Schools has been using Britannica Schools and Britannica Image Quest since the 2013 school year. We made the switch when we realized that Britannica offered our high school students' content at a higher reading level compared to what we were currently subscribing too. That, combined with their Image Library provided our district with a nice solution that has proven over time to be a valuable digital solution for us. There are also other products included with our subscription that just make it an incredible value.

We have had very consistent performance from Britannica with this digital product. It has rarely, if ever, given us trouble. I remember one time finding an image in the product that didn't seem school appropriate and after questioning the image it was removed from the platform. I also inquired if Britannica would consider adding Clip Art to their image library and within a year they did so. This was a very valuable asset to be added for our front office staff's convenience when building school newsletters.

Staff at Britannica has been very easy to work with for almost a decade. Please reach out to me at the contact information in the header of this memo if you have any questions.

Tab 11 – Exceptions

Britannica respectfully submits the following exceptions for review by HCPS.

Clause Location	Concern	Proposed Verbiage
RFP, Section V(R) General Terms and Conditions, Ownership of Deliverable and Related Products	Ownership of Deliverable and Related Products 1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County. 2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract. 3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County. however, Contractor licenses its Contractor Intellectual Property for use for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act.	The services covered by the RFP are not work-made-for-hire services. Rather, If Britannica is chosen as a Successful Offeror, the County will purchase a license to access and use (on a subscription basis) the subscribed-to, proprietary and Britannica-owned applications, including the content contained therein, for educational purposes only, including as permitted by the fair use doctrine of the Copyright Act. In other words, Britannica's applications, including the content contained therein, are proprietary to Britannica and if selected as a Successful Offeror, ownership by Britannica (or its licensors) of the same will not and cannot be implied to transfer to the County. Vendor requests that this provision be revised to make clear that Contractor Intellectual Property means "work, ideas, …. that have been or will be in the future created by Contractor prior to, during, and after entering into this Contract ("Contractor Intellectual Property")." Please note that the Contractor Intellectual Property is licensed for educational purposes/fair use only - no commercial use. If awarded the contract it will not entitle the County to own pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed (a) outside of this Contract with no assistance from County or (b) by Contractor in its normal course of business operations.
RFP, Attachment D, Section 7.2(i)	In general.	Please note, Vendor's e-resource solutions are provided as is.
RFP, Attachment D, Section 7.2(ii)	Access and use is confirmed provided the services are paid for and used by the State in accordance with the contract.	Provided the State has paid for access to the services, Contractor will use best efforts to not interfere with the State's access to and use thereof

Clause Location	Concern	Proposed Verbiage
RFP Section V(Y) – County License Requirements	County License Requirement If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.	Britannica's business is not located in the County.
BB. Authorization to Transact Business in the Commonwealth	Authorization to Transact Business in the Commonwealth 1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. 2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized. 3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager. 4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County. 5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.	Britannica does not require an SCC Identification Number. Also please note: *Britannica is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 because (1) Britannica is not "transacting business in Virginia" per VA Code Section 13.1-757(B)(6), which states as follows: "The following activities, among others, do not constitute transacting business within the meaning of subsection A: ... (6) Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts...;" and (2) Title 50 does not apply to EB, Inc. because EB, Inc. is a corporation and not a partnership*

Tab 12 – Assumptions

Britannica did not make any specific assumptions when developing this proposal that we believe need documenting at this time.

Tab 13 - Appendices

The following pages provide Guided Tour documents to support reviewers using the demonstration site during the evaluation period.

Britannica School

Guided Tour

Your guide to getting started with Britannica School

Britannica Digital Learning

PG 3 The Britannica Vision
History and mission of Britannica

PG 4 Britannica School Home Page
Features of the Britannica School home page

PG 5 Elementary Level
Resources for Elementary Level learners

PG 6 Middle Level
Resources for Middle Level learners

PG 7 High Level
Resources for High Level learners

PG 8 Search Results
Access millions of articles and multimedia content

PG 9 Content Page Tools
Features and tools within Britannica content

PG 10 My Britannica
Organize your favorite Britannica content

PG 11 Curriculum Support
Align your resources to curriculum standards and Lexile measures

PG 12 Britannica School Insights
Add the Chrome Extension to your Google Chrome search engine

PG 13 Contact Us
Login and contact information

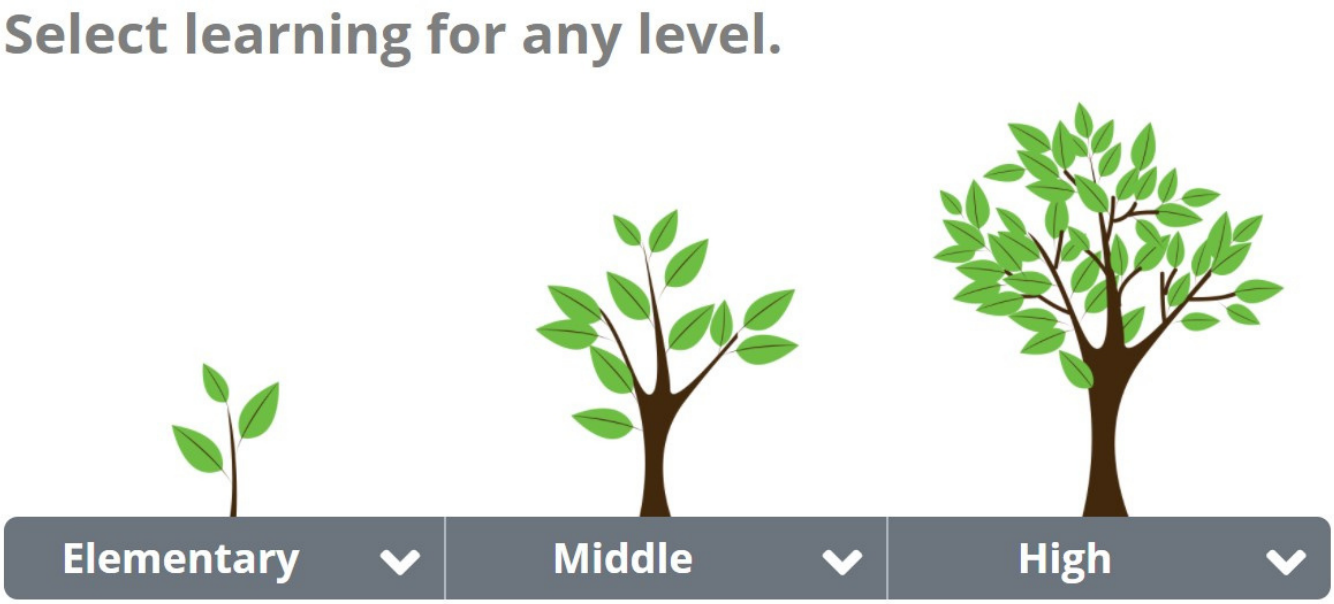
The Britannica Vision

For 250 years Britannica has collaborated with experts, scholars, educators, designers and specialists as well as with our global team of editors to provide safe, reliable, and relevant information. We work diligently to review all content and to produce digital learning products that are critical to providing a useful and enjoyable learning experience.

Britannica Digital Learning resources are designed in collaboration with parents, educators, and content experts for the modern-day classroom and home learning environments.

We are passionate about igniting curiosity and spreading the joy of discovery to learners by bringing high-quality, reliable, and accessible learning resources to people all over the world.

Britannica School Home Page



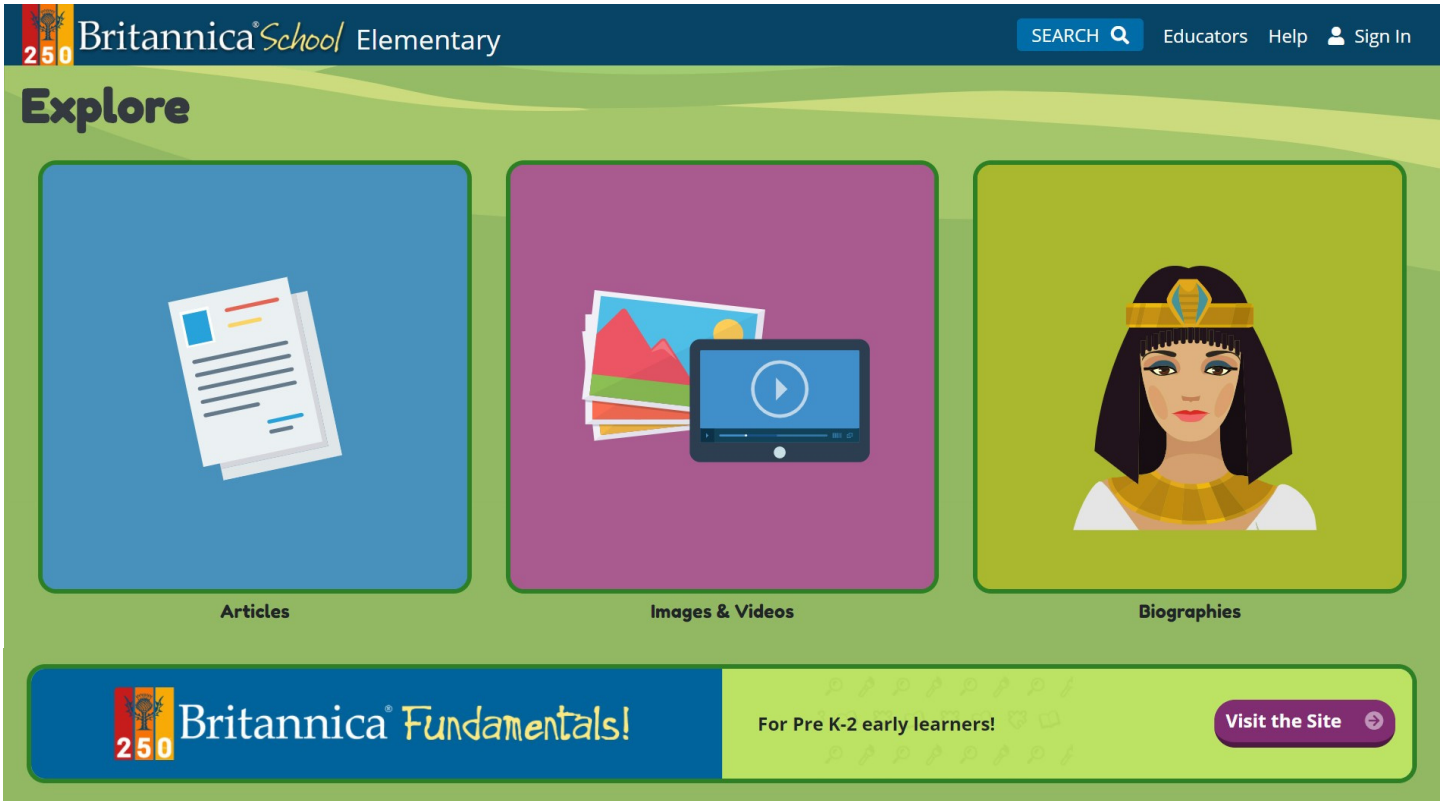
Britannica School is the go-to site for learning about any subject, for all ages and learning abilities!

Our highly reputable editorial team expertly creates content at three levels to support students at every stage of their education.

Choose a level to begin exploring the wide array of Britannica content.

Elementary Level

Built and designed with younger learners in mind, the Elementary Level uses pleasing and eye-catching colors and images to keep students engaged. Regularly updated content makes the home page the perfect place to find unique lesson hooks and discussion points!



Explore Tools

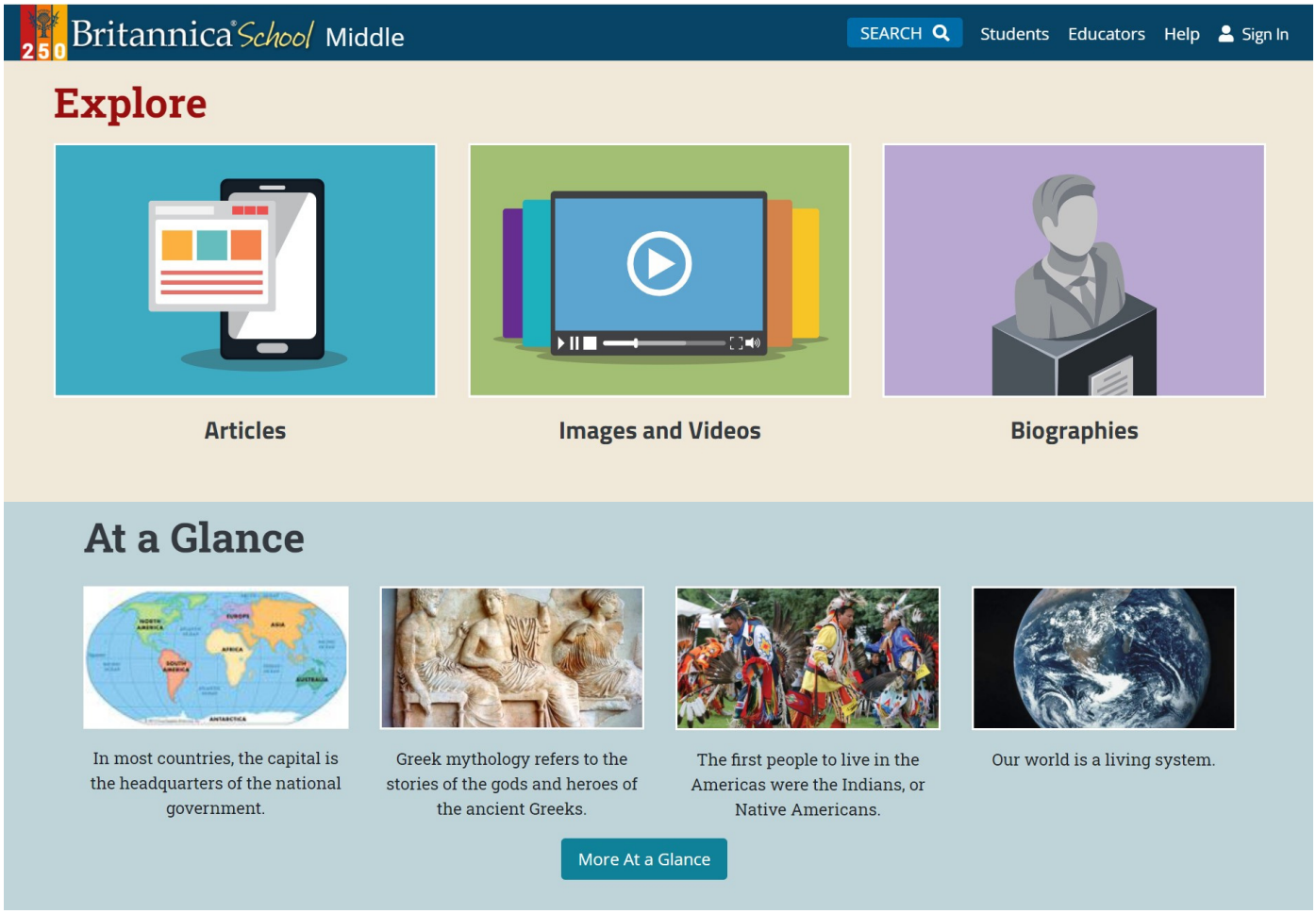
Empower students to explore independently the many resources within Britannica! Use the World Atlas to go on a virtual tour around the world, explore the animal kingdom, or engage your pre-K through 2nd grade learners with Britannica Fundamentals.

Global Awareness

We believe it is crucial for students to gain an understanding of the world in which they live. From the home page, students have access to the Compare Countries tool. Dive deep into facts, statistics, and news of countries around the world to increase global awareness.

Middle Level

The Middle Level home page is adapted to cater to middle level learners. Resources can be used to inspire curiosity, engage in discussion, or encourage independent learning. Additional features on the Middle Level home page include the Daily Buzzword, At a Glance articles, and much more!



Compare Countries

The Compare Countries feature is a great tool to develop global awareness by supporting students' understanding of other countries around the world using unbiased, factual information.

Primary Sources

Crucial to any successful research project is evidence of the use of both primary and secondary sources. Here, students have direct access to letters, speeches, and other primary source documents, giving them first hand accounts of historical events.

High Level

Content at the High Level is designed to be of relevance to students in high school. The home page allows students to engage with features such as Flash Facts and In Their Words. Students can conduct research and develop critical-thinking skills that will prepare them for college and career.

Biographies

The perfect starting point for students to begin inquiring into people from a specific era or occupation is the Biographies feature. From the influential to the infamous, this feature allows students to dive deep into the lives of some of the world's most interesting people.

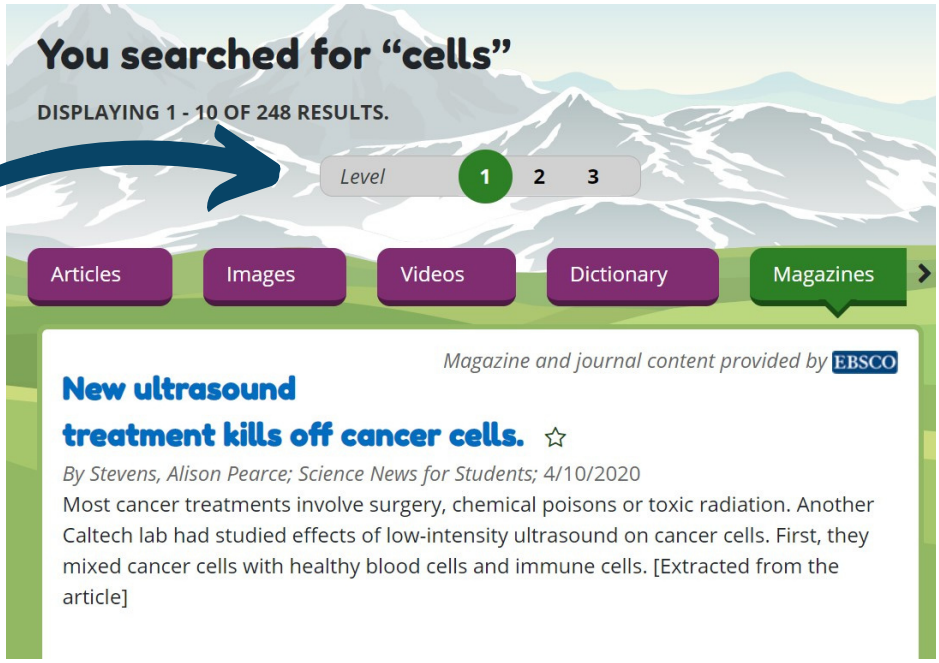
Media Browse

Explore a wide range of high-quality multimedia resources to support research and to develop understanding of a topic. This content covers every corner of the curriculum, including architecture, life processes, and technology.

Search Results

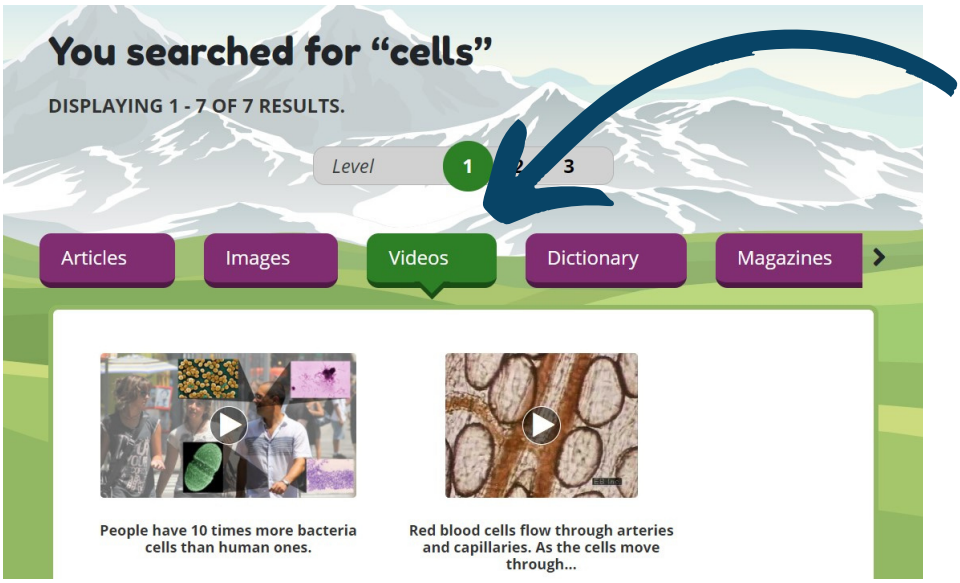
Differentiation

Support or challenge students by selecting the appropriate academic level. This is a simple way to include differentiation in the classroom.



Magazines

Across all three of the reading levels, students have access to a wide range of educational journals, provided by EBSCO. This advanced form of researching allows students to prepare for college and career.



Multimedia

Students have access to a large number of high-quality videos and images to enhance their media literacy skills. These can be used as lesson hooks or discussion points to engage learners.

Web's Best Sites

Web's Best Sites allows students to broaden their research to resources outside of Britannica School. Each site is reviewed by the Britannica Editorial Team to ensure that the sites are relevant and appropriate for students at each level.

Content Page Tools

Favorite

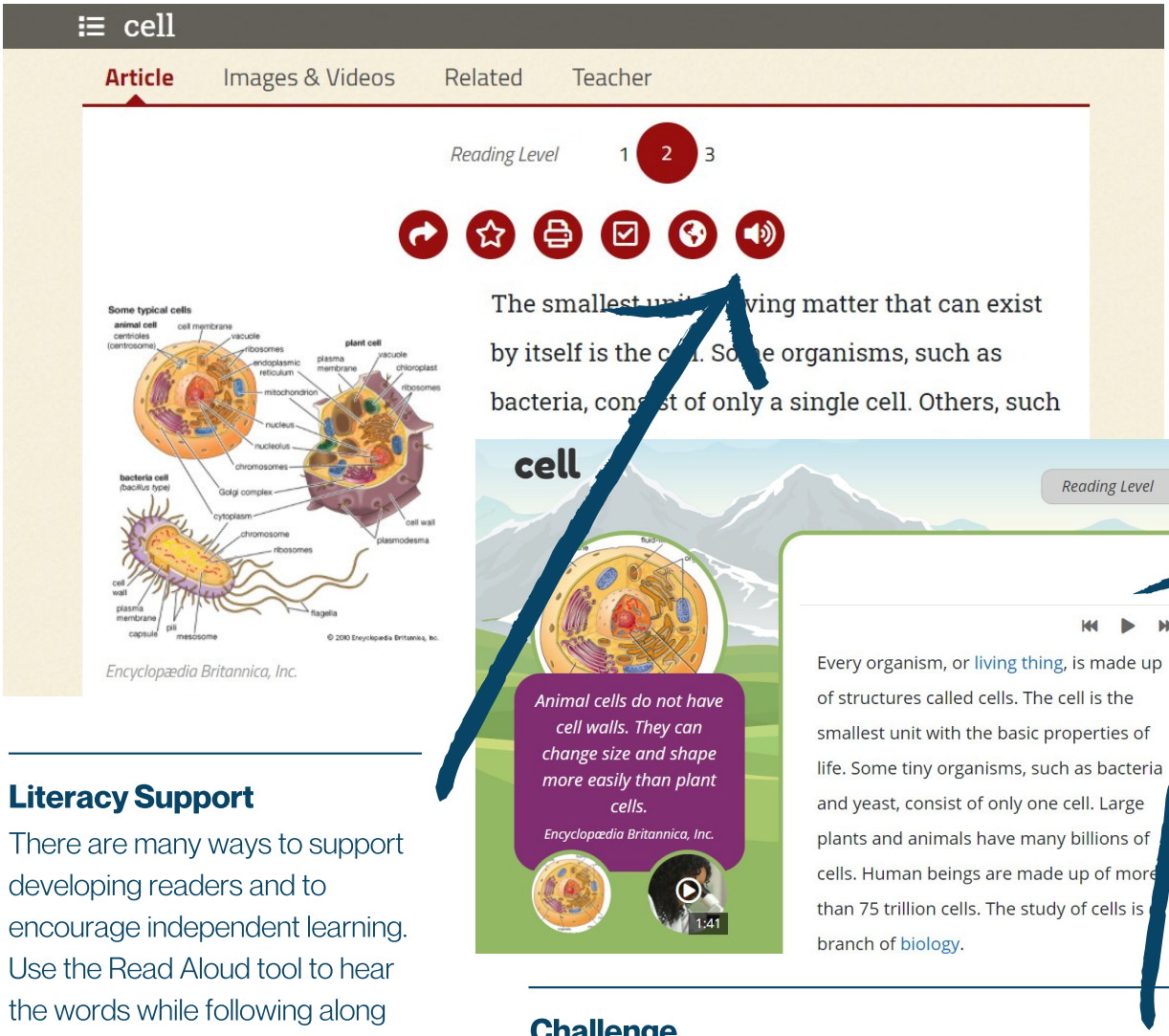
Click on the star icon to add an article to your Favorites or to add to a specific Resource Pack that you've created. This is a great way of planning for a unit of work and gathering content together in advance.

Cite

Teach students from a young age about the importance of citations. Britannica keeps this sometimes difficult process as simple as possible for all levels and abilities.

Translate

Support your English Language Learners by translating content into over 80 languages. Develop English-language skills by hovering over the translation to view the original text.



Literacy Support

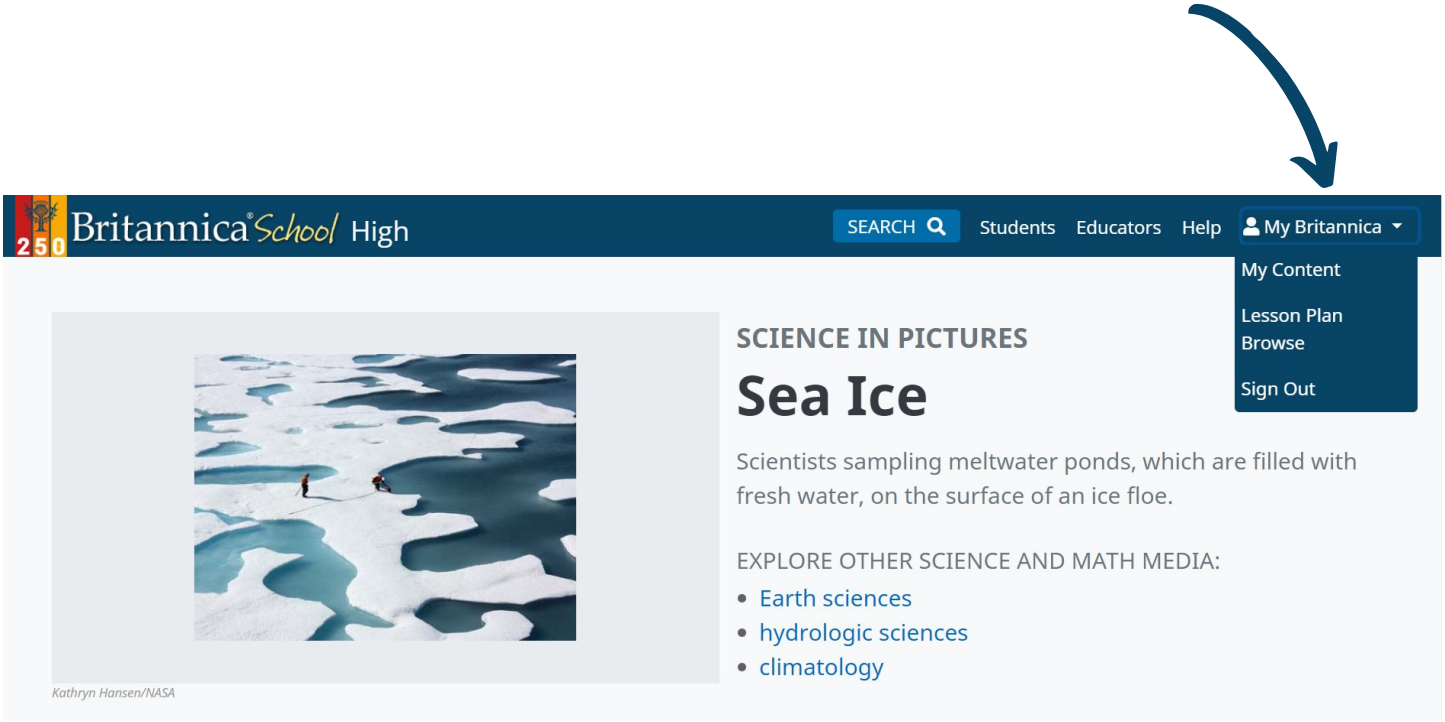
There are many ways to support developing readers and to encourage independent learning. Use the Read Aloud tool to hear the words while following along with the highlighted text. Support vocabulary acquisition by using the quick-click dictionary! Double-click on a word for the Merriam-Webster definition and pronunciation.

Challenge

Challenge your advanced learners by suggesting that they read the more challenging content. Additionally, encourage them to click the Related tab when viewing content in order to expand their research and make meaningful connections between content.

My Britannica

Set yourself up with a personal My Britannica account. Here, both educators and students are able to view their favorite content and organize it into Resource Packs. The notes section allows for simple communication between educators and students, making Resource Packs a great tool for digital homework!



How should teachers use Resource Packs?

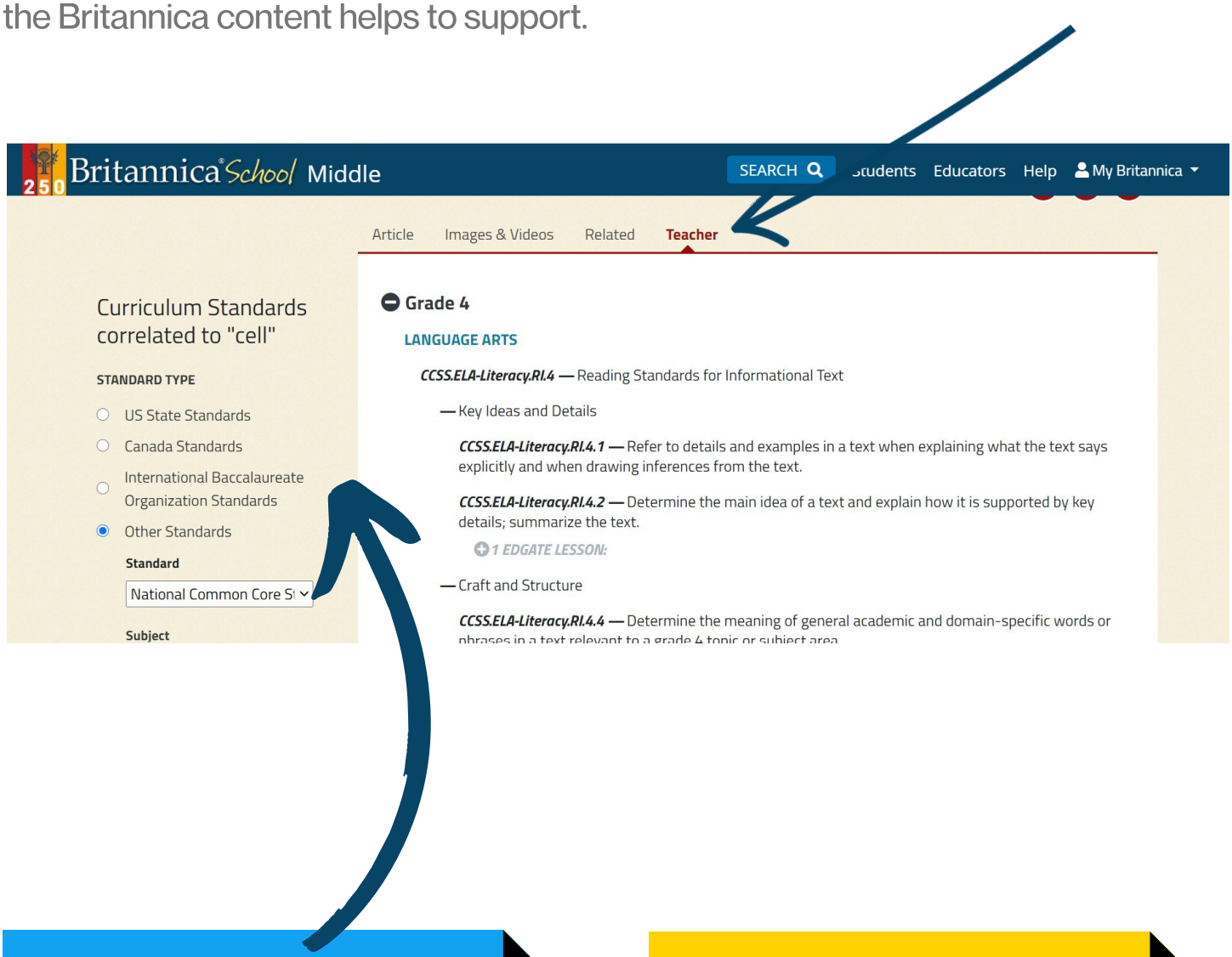
Resource Packs provide the perfect area for teachers to collect and organize all relevant resources for a specific unit of work. Use the notes section for planning. Don't forget that you can upload your own documents into a Resource Pack!

How should students use Resource Packs?

Students can keep track of the content they have found as they research by organizing it into a Resource Pack. They can use the notes section to write summaries of key points and other information they collect as they research. Students can e-mail and share the pack with teachers and peers to show their progress.

Curriculum Support

Save yourself time scrolling through endless curriculum documents. Gain further support with lesson planning by accessing our curriculum mapping tool. The curriculum mapping tool clearly highlights each strand within the curriculum that the Britannica content helps to support.



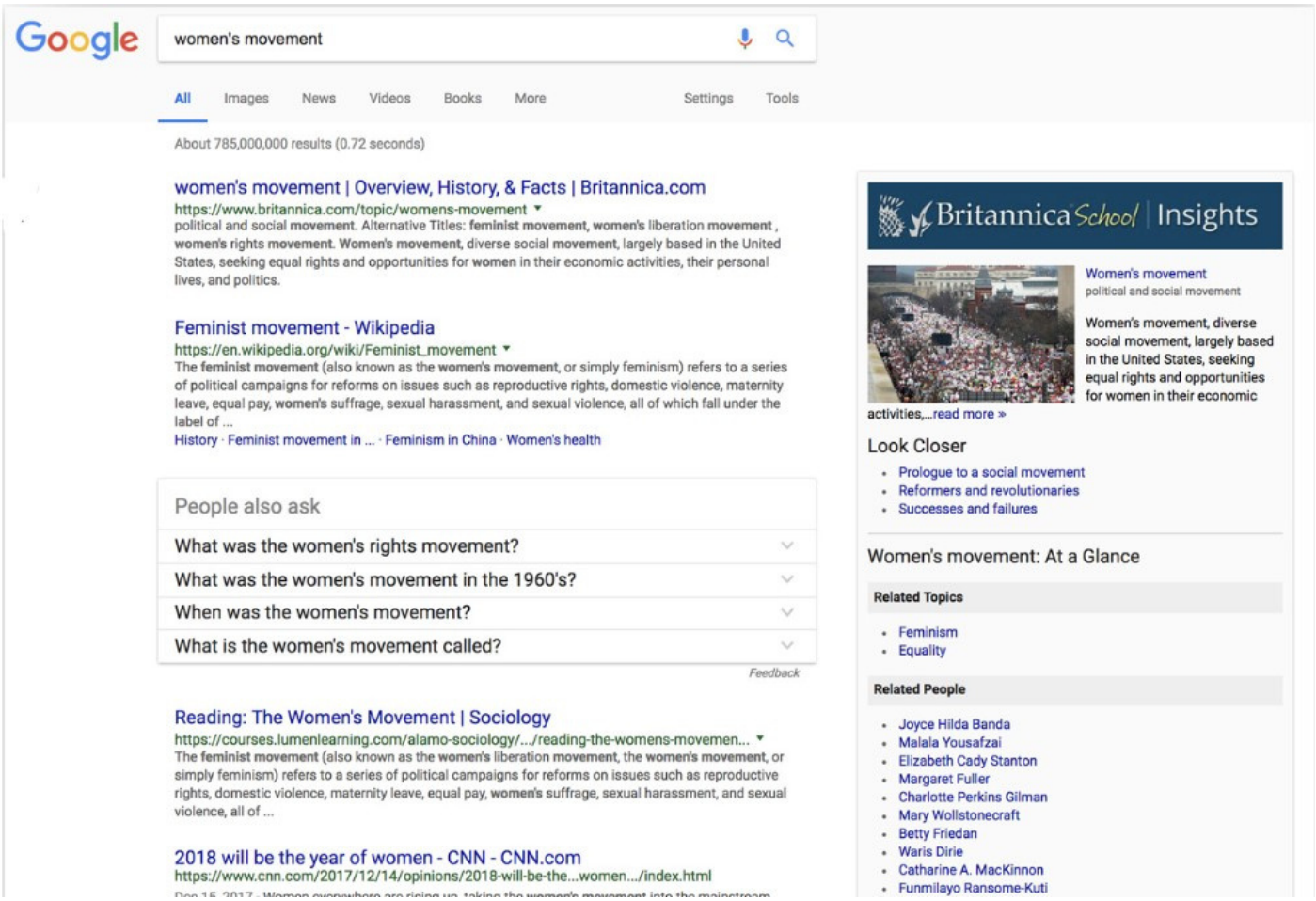
Searching for your curriculum content

Select your standard, subject, and grade level to view all the relevant Britannica content that maps directly those strands. This will ensure that your resources align with all necessary curriculum targets.

Cross-curriculum Planning

Easily identify opportunities for cross-curriculum learning and collaboration!

Britannica School Insights



Support literacy skill development and ensure your students can bring a trusted research companion along with them on their Web searches with the new, FREE Chrome extension for Britannica School users.

Add Britannica School Insights as a Google Chrome Extension by navigating to britannicalearn.com/product/britannica-school-insights/

To learn more about scheduling, contact us:
training@eb.com | 800-621-3900 | britannicalearn.com

Britannica® IMAGEQUEST™

Guided Tour

Your guide to getting started with Britannica ImageQuest

Britannica Digital Learning

Table of Contents

PG 3 The Britannica Vision
History and mission of Britannica

PG 4 ImageQuest Home Page
Features of the Britannica ImageQuest Home Page

PG 5 Search Results
Access to millions of rights-cleared images

PG 6 Image Details
Features and tools within an image

PG 7 Sign in to My Images
Sign In and create a personal Images Account

PG 8 My Images
Organize and favorite your image content

PG 9 Project Ideas
Learn how to implement media literacy in the classroom

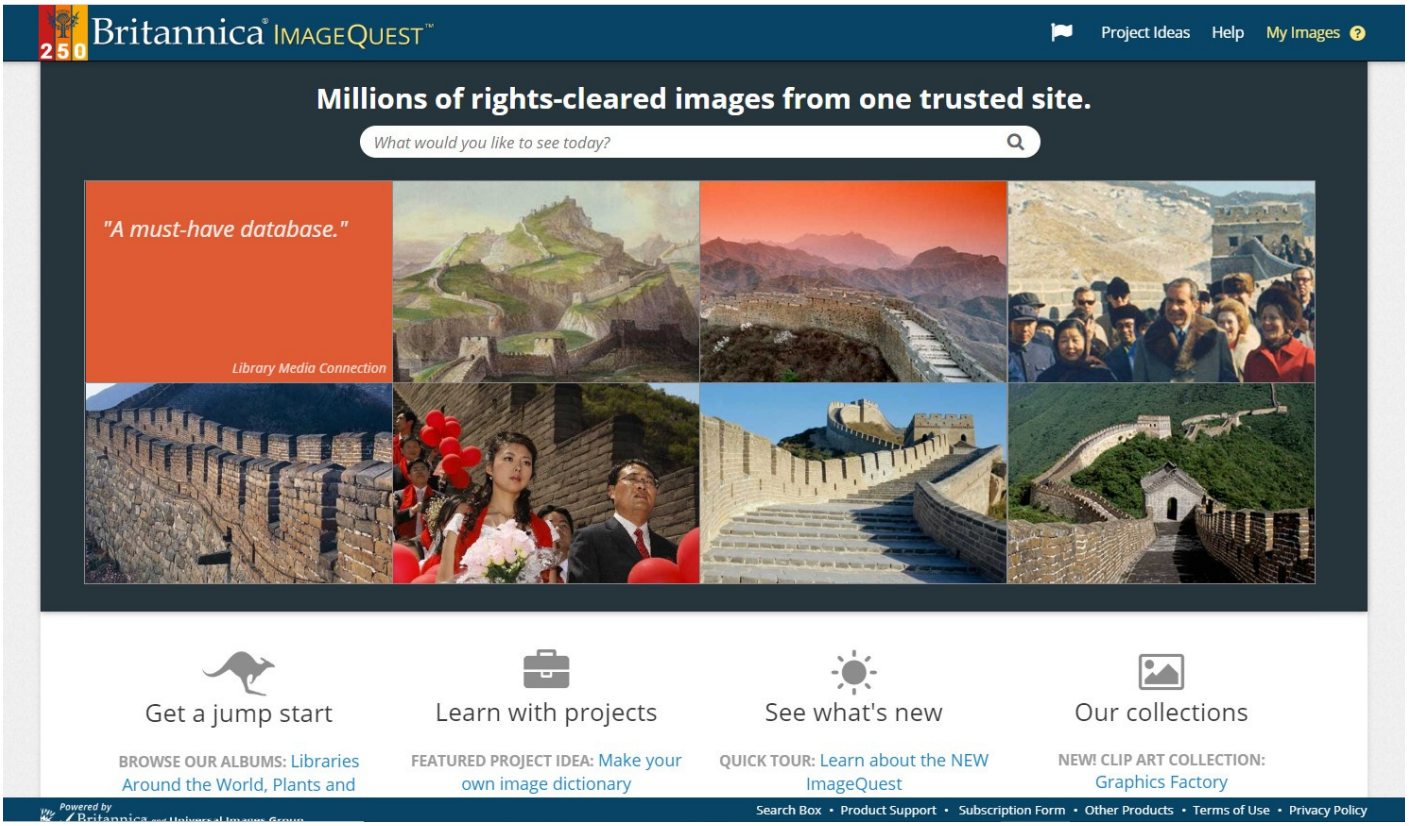
The Britannica Vision

For more than 250 years, Britannica has collaborated with experts, scholars, educators, designers, and specialists as well as our global team of editors to provide safe, reliable, and relevant information. We work diligently to review all content and produce digital learning products that are critical to providing a useful and enjoyable learning experience.

Britannica Digital Learning resources are designed in collaboration with parents, educators, and content experts for the modern-day classroom and home learning environments.

We are passionate about igniting curiosity and spreading the joy of discovery to learners by bringing high-quality, reliable, and accessible learning resources to people all over the world.

Britannica ImageQuest



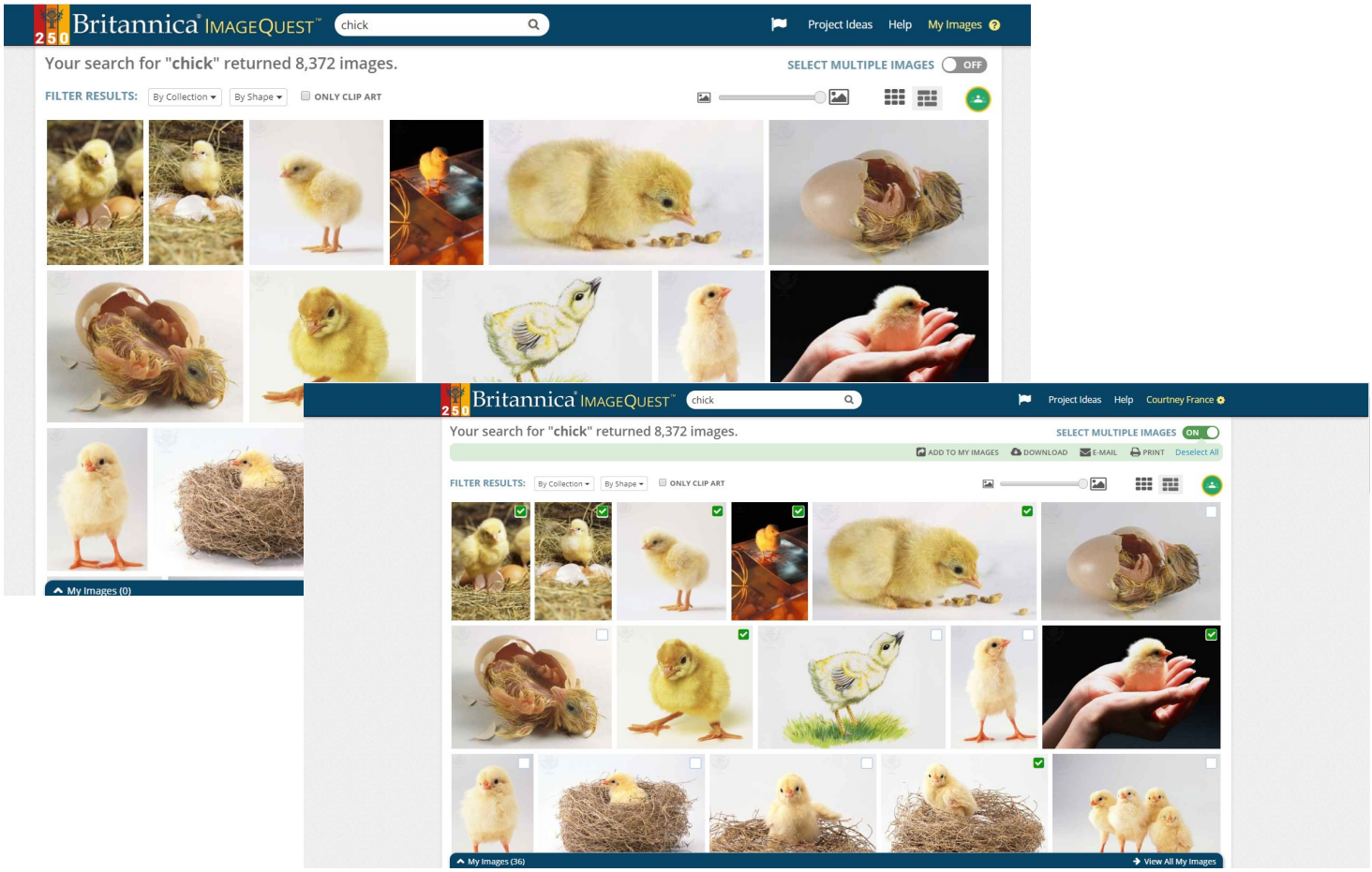
One resource, over 3 million images, many uses!

Britannica ImageQuest brings lesson plans, assignments, and projects to life with more than 3 million images from over 60 leading collections!

The Bridgeman Art Gallery, Getty Images, the Science Photo Library, Ingram Publishing, the National Geographic Society, and other trusted image sources have joined with Britannica to provide the best and broadest offering of curriculum-relevant imagery and clip art materials (infographics, signs and symbols, graphic concepts, and cool vector illustrations), all rights-cleared for educational, non-commercial use.

Search Results

Built and designed with younger learners in mind, the site offers engaging and eye-catching colors and images. Regularly updated content makes the homepage the perfect place to find unique lesson hooks and discussion points.



Filter Results

Refine your search by using the search filter tools. Filter images by your favorite photo collections, search images by orientation, or access millions of clip art images!

Multiple Images

Engage with multiple images at one time by turning on the "Multiple Images" feature. Select multiple images at once to share, print, and save to your personal My Images account!

Image Details

Students and educators can use images in many ways to support classroom instruction! Include images in lessons and activities to increase media literacy and support visual learning.

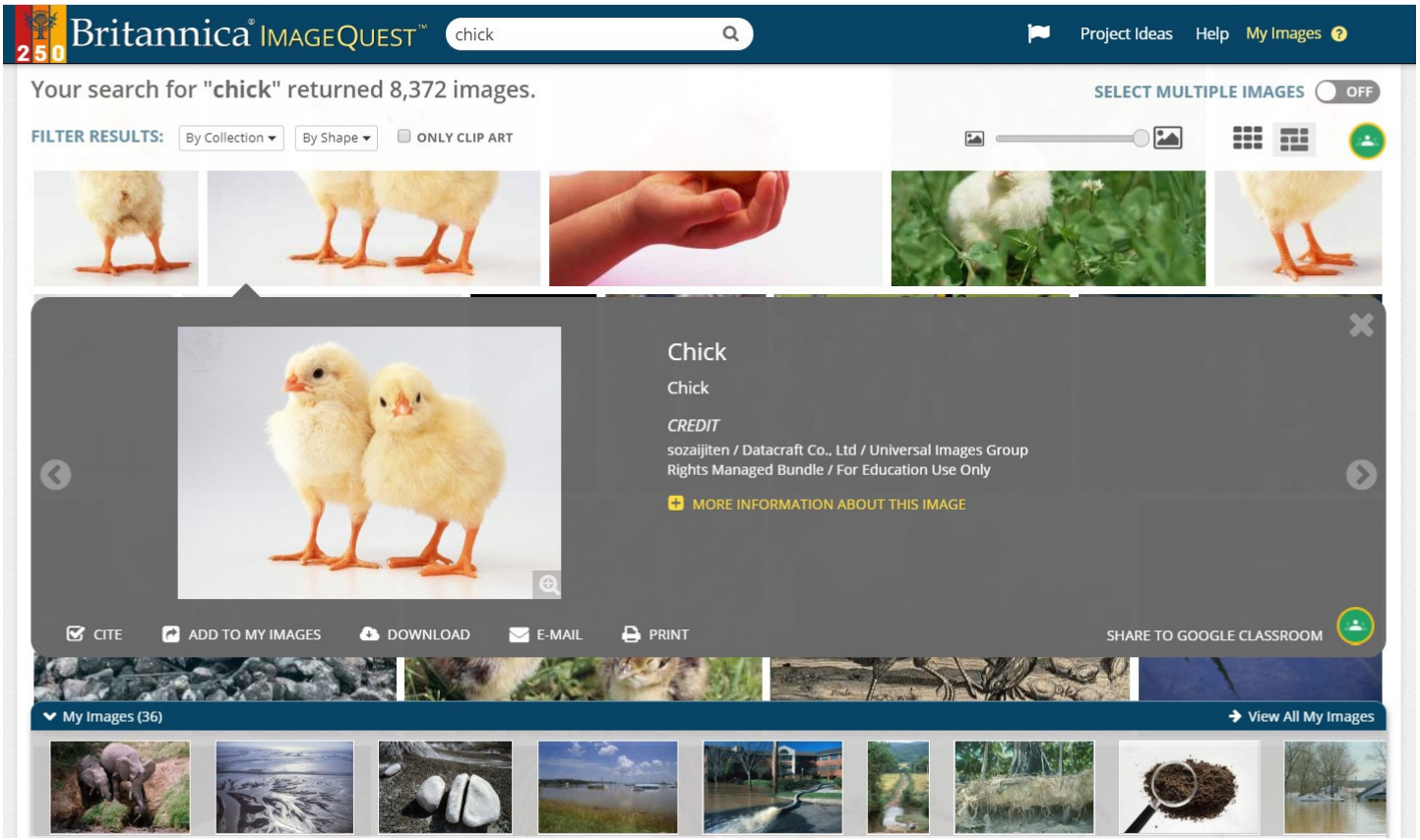


Image Tools

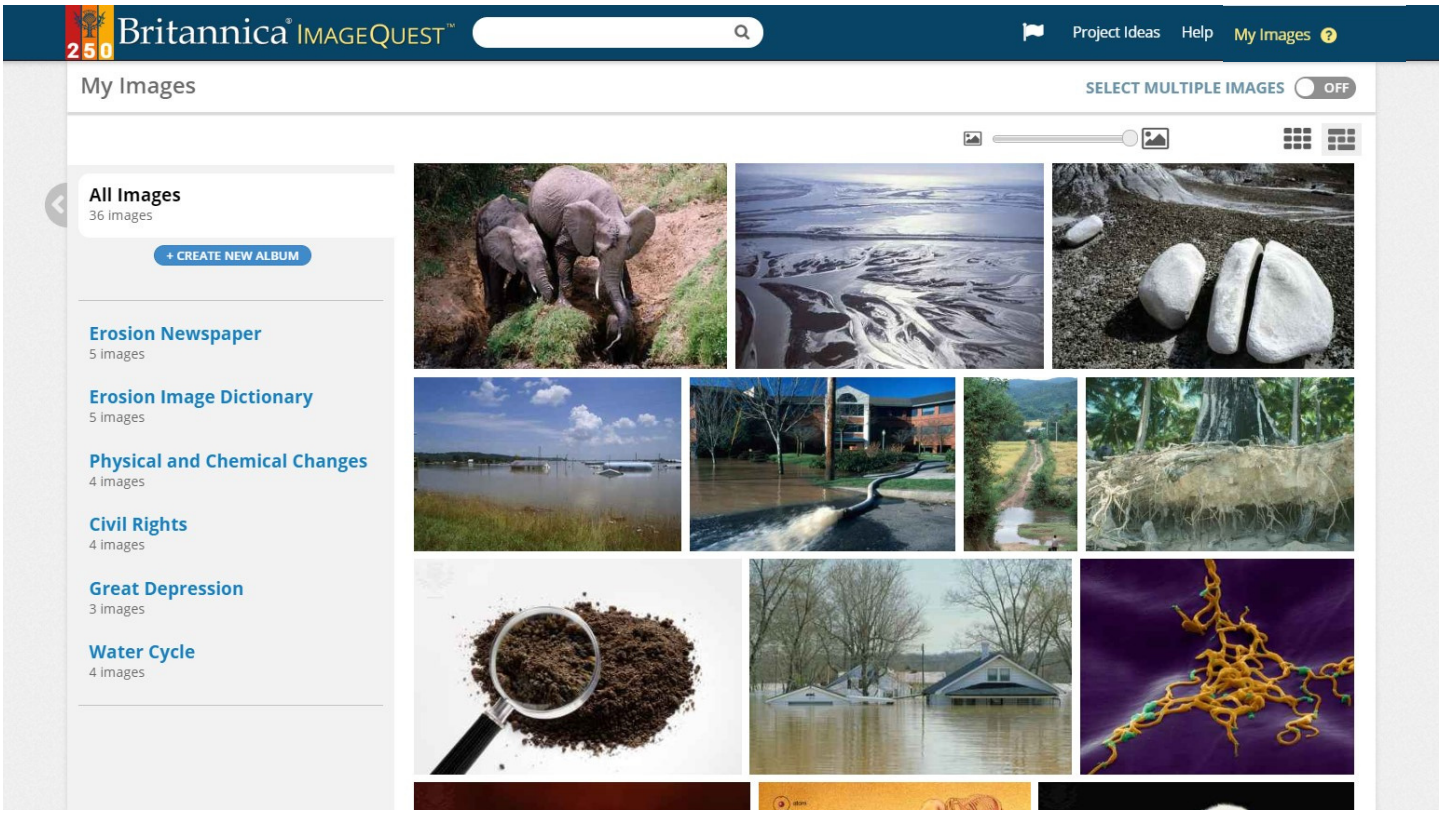
Once you have selected an image you can save, share, and cite that image. All images come with citations in the four major formatting styles. Save images to your personal My Images account, download directly to your computer, or print images instantly!

Sharing

Share your search results by downloading image files directly to your computer. Email images to other Britannica users. Print images or share to Google Drive or Google Classroom.

My Images

Set yourself up with a personal My Images account. Here, both educators and students are able to view their favorited images and organize them into albums. The notes section allows for simple communication between educators and students making My Images and Albums a great tool for digital learning!



How should teachers use My Images?

My Images provides the perfect area for teachers to collect and organize all relevant images for a specific unit of work. Use the notes section for forward planning. Don't forget that you can upload your own images into a My Images album!

How should students use My Images?

Students can keep track of the content they have found as they research by organizing it into an album. They can use the notes section to write summaries of key points and other notes they collect as they research. Students can email and share the pack with teachers and peers to share their progress.

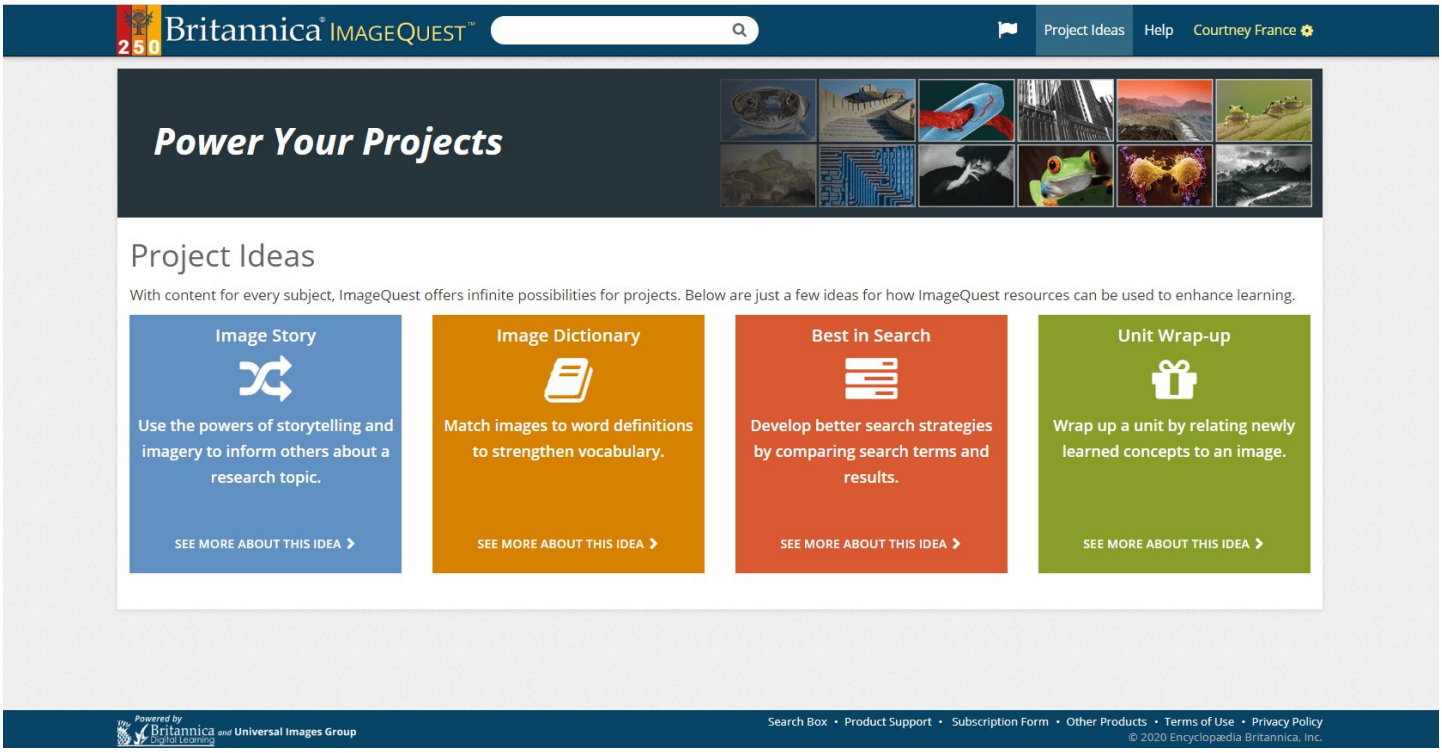
Project Ideas

Image Story

Combine the power of image and storytelling to enhance media literacy! Use Image Story to inform others about a research topic using the sequencing of images and text.

Image Dictionary

Enhance vocabulary acquisition of domain- and content-specific words. Relate visual images to specific definitions.



Best in Search

Teach learners to refine their search results using Best in Search. Enhance students' searching strategies by comparing search terms, keywords, and results.

Unit Wrap-Up

Synthesize learning with Unit Wrap-Up. Encourage students to relate concepts learned throughout to relevant images.

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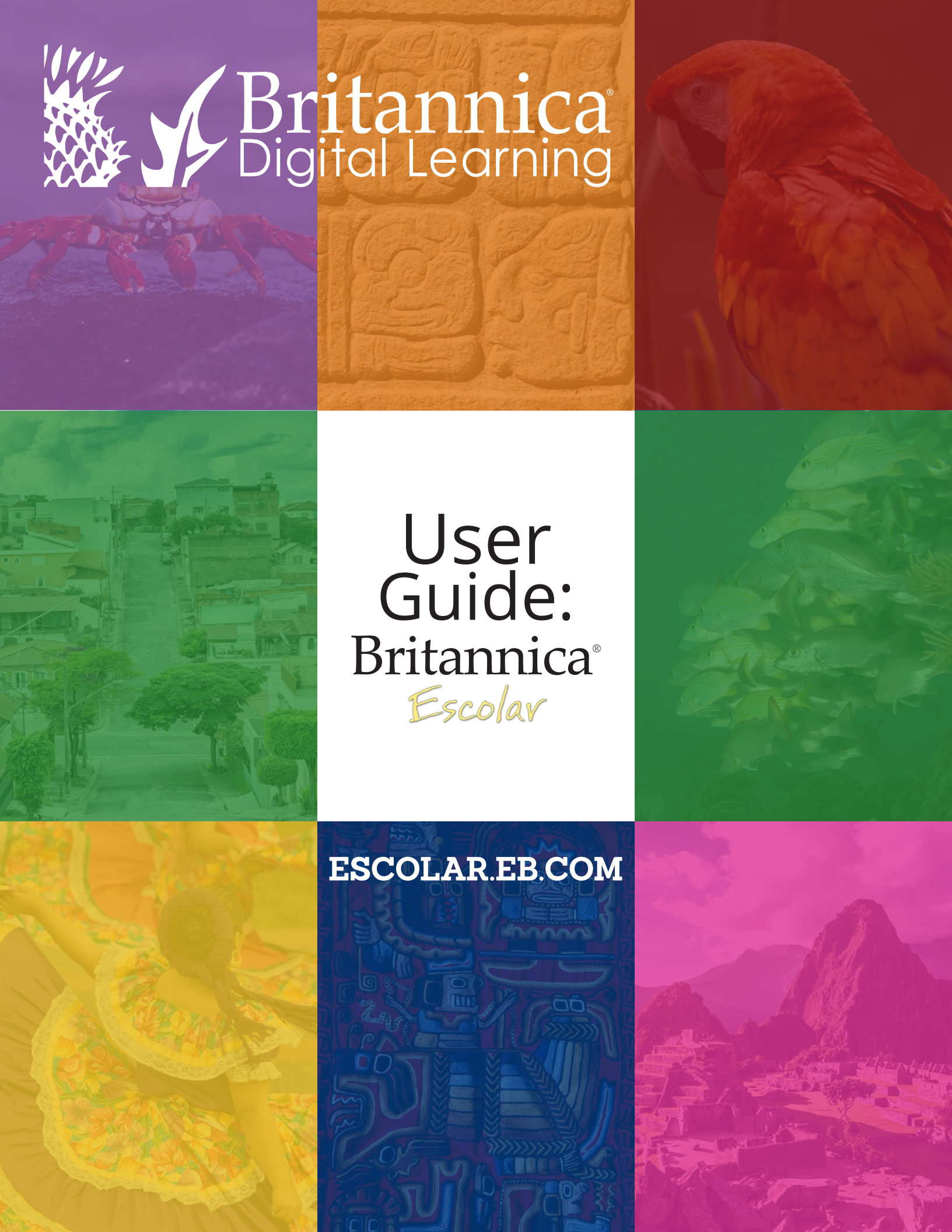
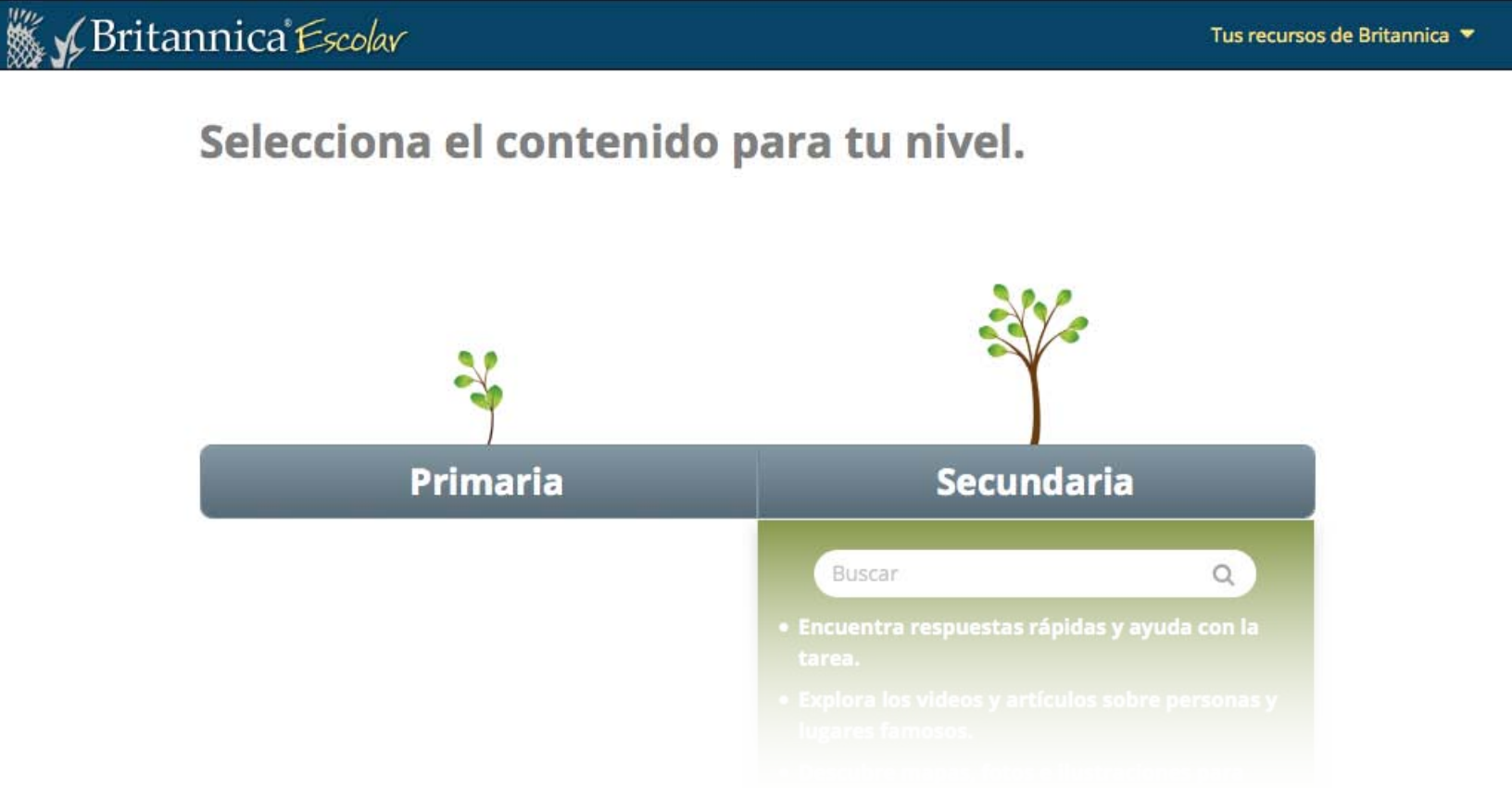


User Guide:

Britannica® Escolar

ESCOLAR.EB.COM



BRITANNICA® DIGITAL LEARNING

The best digital resources for your school

Welcome to *Britannica® Escolar*, the Spanish digital learning portal for Elementary and Middle school students. The updated content of *Britannica Escolar* is organized by grade levels to help improve student achievement, provide differentiated instruction, and maximize the use of technology in the classroom.

We have created this user guide to show you how the portal works and to help you introduce *Britannica Escolar* into your daily school activities.

We also offer free online training sessions for students, teachers, and librarians. One of our experts will guide you through the product and explain how to use the resources. Visit our website to see available sessions and register: http://britannica.es/Resources.html

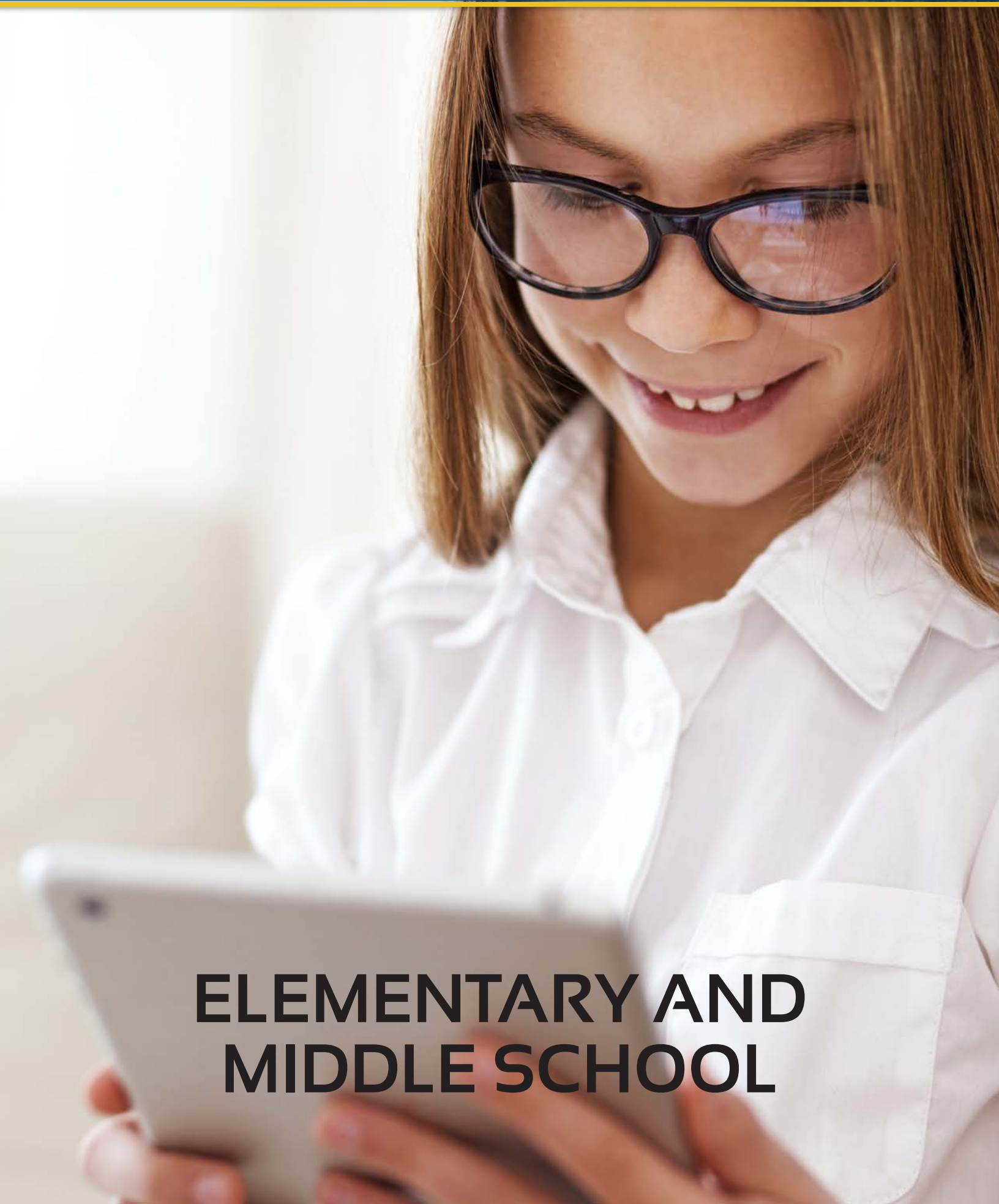
Please feel free to contact us if you need help or have any questions.

Sincerely,

The Britannica Team
Encyclopædia Britannica, Inc.
331 N. LaSalle St.
Chicago, IL 60654

(+1) 800 621 3900
contact@eb.com | info.eb.com

Britannica® Escolar



ELEMENTARY AND MIDDLE SCHOOL

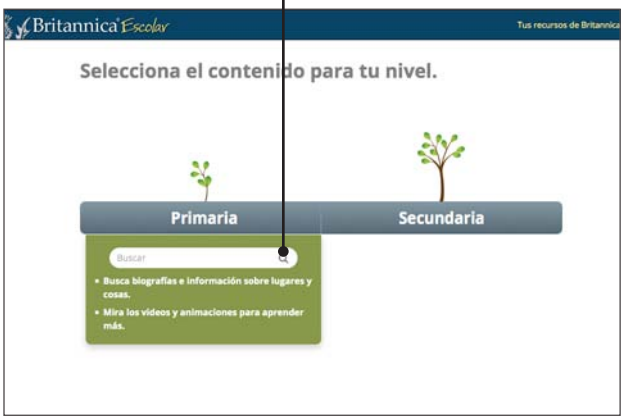
INTRODUCTION

The new *Britannica® Escolar* allows students to complete their homework using thousands of articles, images, multimedia assets, and detailed maps. Students can also enjoy a variety of useful learning tools developed by education experts. You can trust *Britannica Escolar* to inspire, inform, and support student learning and discovery from any device connected to the Internet.

Welcome to *Britannica® Escolar*

You can choose between two levels: *Primaria* (Elementary) or *Secundaria* (Middle)

Content search for two academic levels

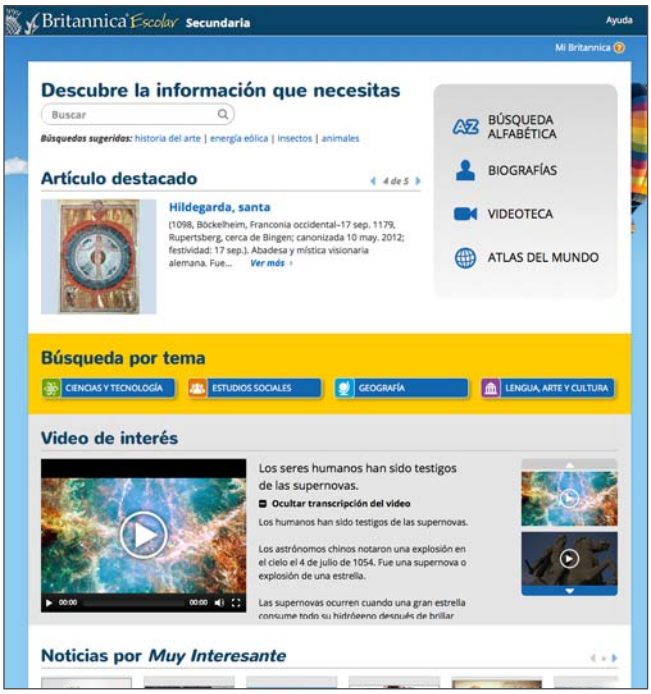


Primaria (Elementary)

Start your search by using keywords, subject browse or featured categories.

The content of ***Animal del día*** **(Animal of the Day)** and ***¿Sabías que...?*** **(Did You Know?)** sections change every time the student enters the homepage to help stimulate the student's curiosity.

Secundaria (Middle)



This level offers content on more advanced topics, as well as images, maps, audio, and videos to help students analyze and evaluate different sources of learning.

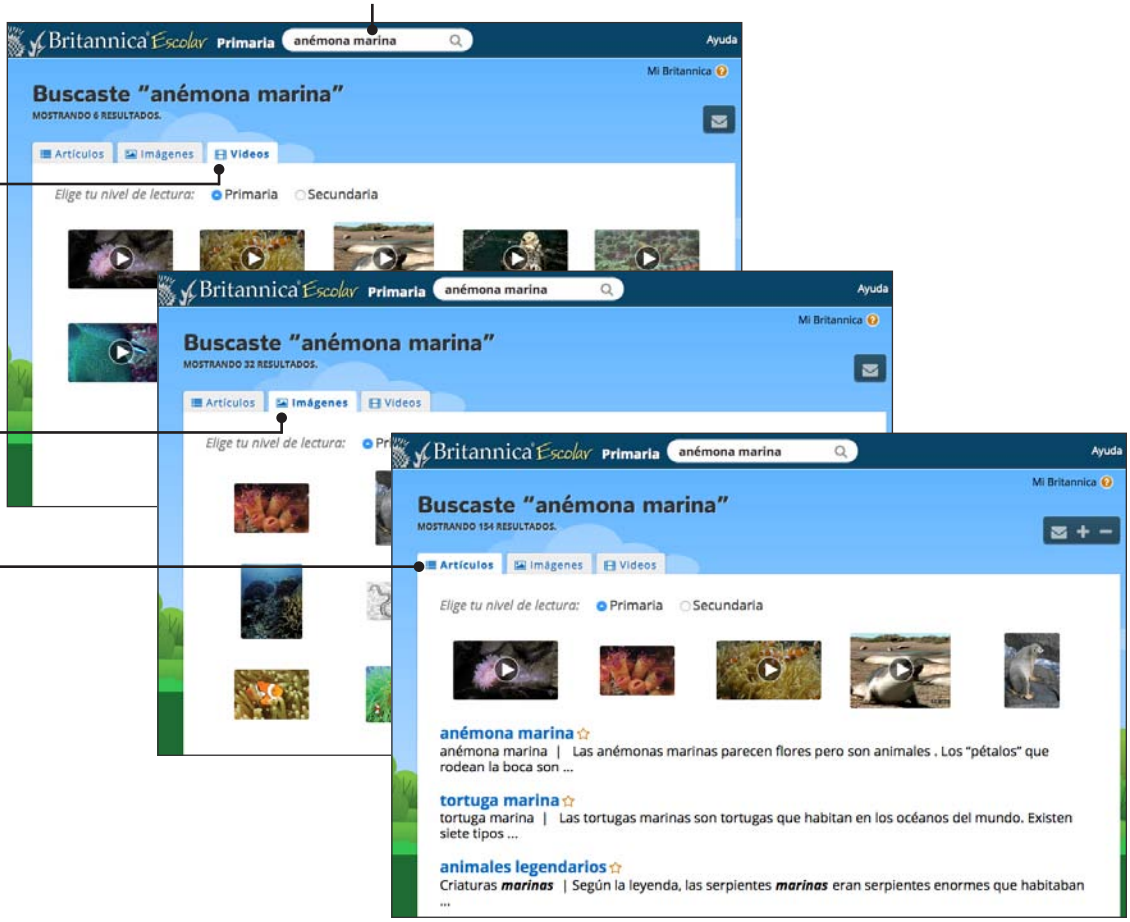
Search Results

To start using the portal, use the search box at the top of each page or search topics by alphabetical order, subject category, biography, animal group or its habitat, or explore the video library.

Start a new search here.

You can view images and videos related to the topic of your search.

On the search results page, students can choose the reading level that is right for them.



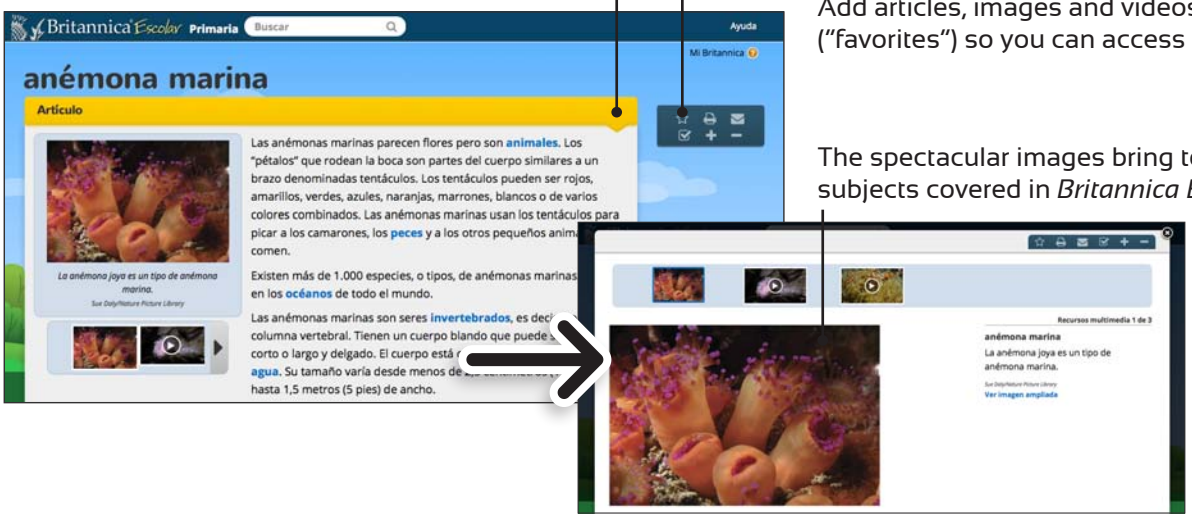
Articles

The articles in *Britannica Escolar* are unique because of their informative content and relevant multimedia.

The text in each article is segmented so younger students can easily focus on the content.

Print, save or email articles, images and search results.
Add articles, images and videos to your "*favoritos*" ("favorites") so you can access them later.

The spectacular images bring to life the different subjects covered in *Britannica Escolar*.

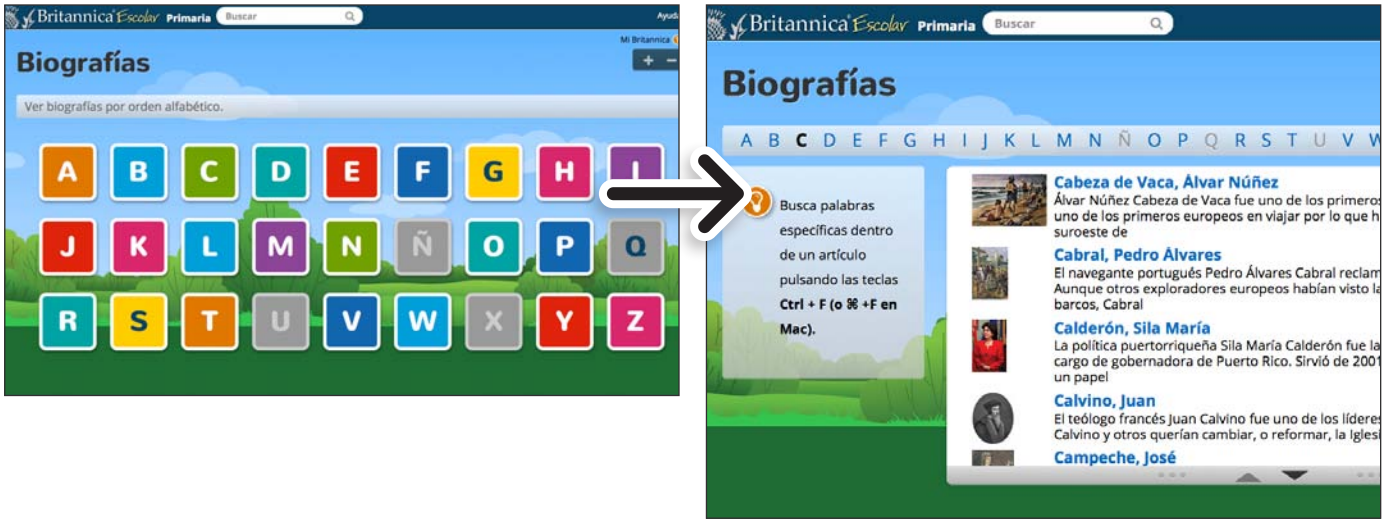


Búsqueda alfabética (Alphabetical Search)

You can search for articles alphabetically.

Biografías (Biographies)

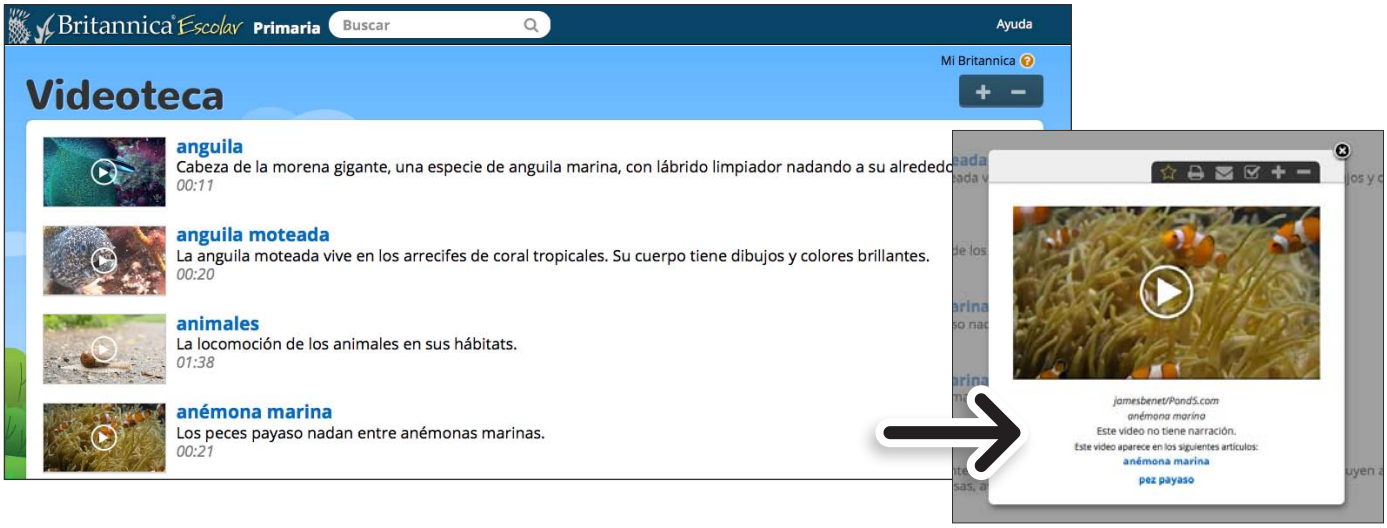
You can also search the biographies section alphabetically.



Atlas del mundo (World Atlas)

Search the geographic location and information about the different countries of the world using the interactive *Atlas del mundo* (World Atlas).

Videoteca (Video library)



Reino animal (Animal Kingdom)

Discover the animals by group or habitat.

Explore the related hyperlinks on the right-hand side of the page to learn more about the important issues related to animals.

You can also search this feature alphabetically.

Browse by Subject

Click on the subject to see a list of related articles.

Mi Britannica (My Britannica) provides educators and students with a quick and easy way to save and organize the different materials available in *Britannica Escolar*, including articles, images, and videos. Follow these simple steps to create your account and begin using *Mi Britannica* (My Britannica).

Browse by Subject

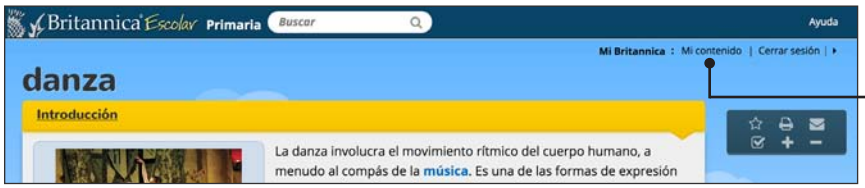
Save any article, image or video available in the portal as a "*favorito*" ("favorite").

1

To add content to your "*favoritos*" ("favorites"), click on the star icon. You will need to sign in in order to use this tool.

2

You can also organize your content by collections. Create a new collection or add a resource to an existing collection.



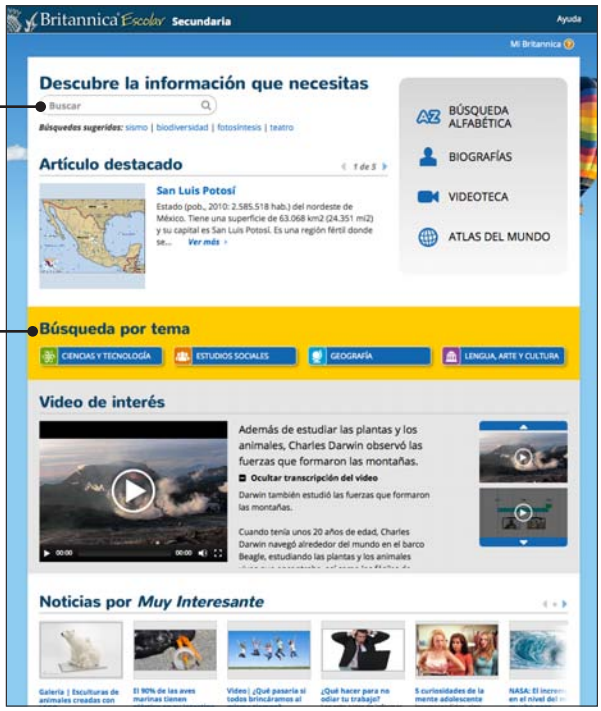
3

Click on *"Mi contenido"* ("My Content") on the top right.

4

Here you will find your saved articles, images and videos.

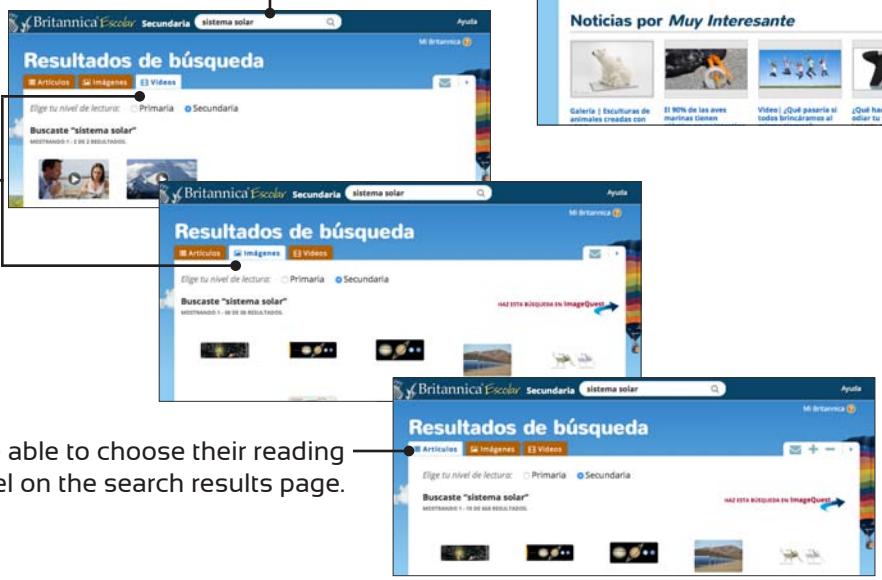
To start using the *Secundaria* (Middle) school level portal, use the search box at the top of the page or search articles alphabetically or by subject category. You can also browse biographies alphabetically and explore the video library.



Resultados de la búsqueda (Search Results)

Start a new search here.

You can view images and videos related to the topic of your search.



Students will be able to choose their reading level on the search results page.

Article content in this level is more advanced and is targeted for the Middle School students.

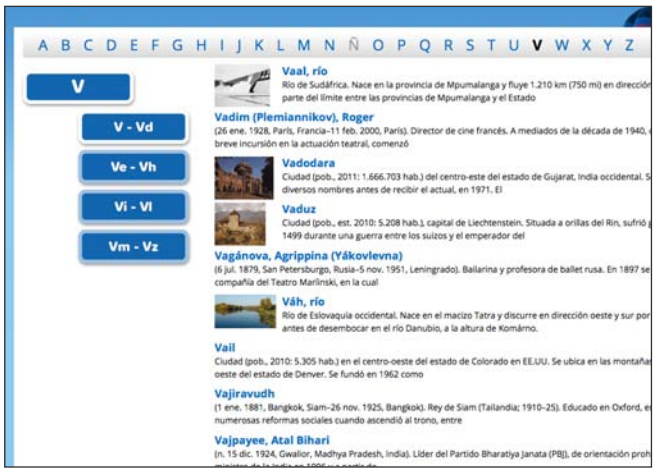
Table of Contents of the article can be expanded on the left-hand side of the page.

Print, save or email articles, images, and search results. Add articles, images, and videos to your *"favoritos"* ("favorites") so you can access them later.

The spectacular images bring to life the different subjects covered in *Britannica Escolar*.

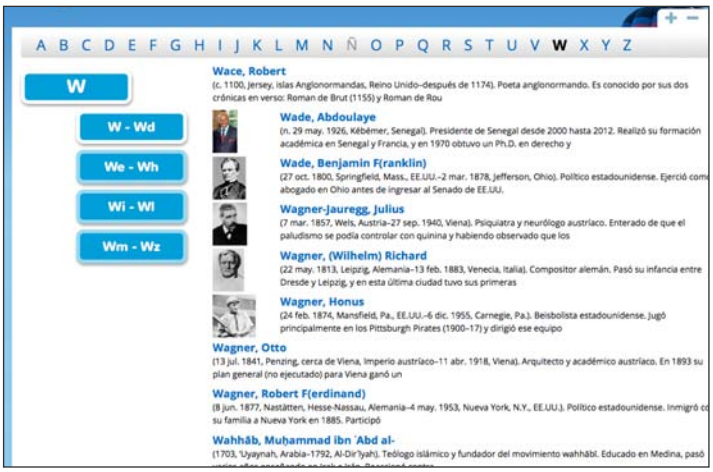
Búsqueda alfabética (Alphabetical Search)

You can search for articles alphabetically.



Biografías (Biographies)

You can also search the biographies section alphabetically.



Videoteca (Video library)

Atlas del mundo (World Atlas)

Search the geographic location and information about the different countries of the world using the interactive *Atlas del mundo* (World Atlas).

Search for a specific country.

Click to read the complete article about the country.

Logo

Visit our website to download the logo:
info.eb.com/educators-resources/logos-to-download/

Search Widget

For Britannica subscribers:
Students and teachers can search *Britannica Escolar* directly from their school or library site with this unique tool! Your institution's site administrator can add the search widgets to your site by copying and pasting the code below.

```
<iframe src='http://escolar.qa.eb.com/levels/
secundaria/searchbox' frameborder='0'
width='430' height='82'>
</iframe>
```

```
<iframe src='http://escolar.qa.eb.com/
levels/primaria/searchbox' frameborder='0'
width='430' height='82'>
</iframe>
```

Copy and paste the code in your site.

CONTACT INFORMATION

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Britannica® Digital Learning

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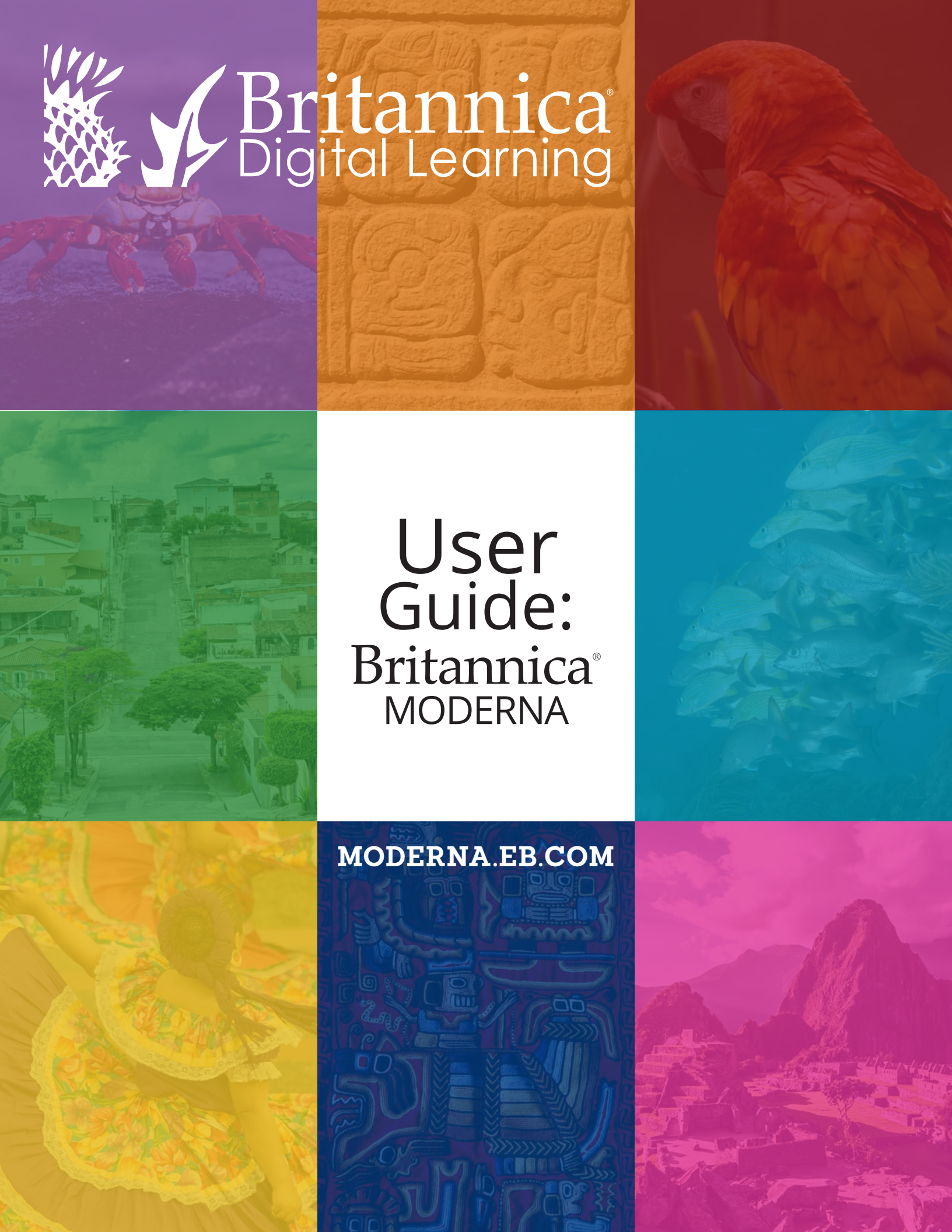

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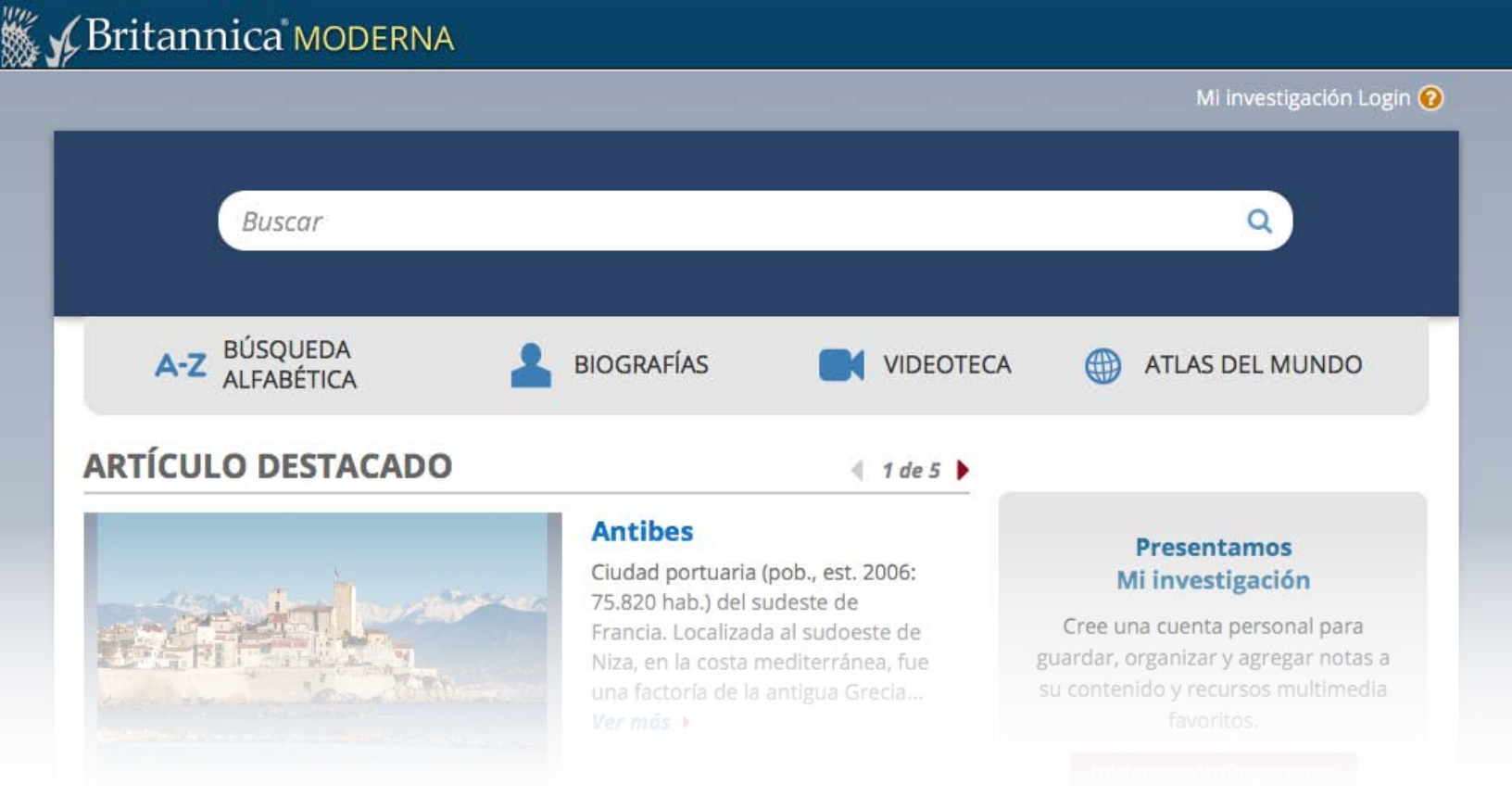

WELCOME TO BRITANNICA® DIGITAL LEARNING

The Best Spanish-language Digital Resource for your Research Needs

Congratulations on your decision to use *Britannica® Moderna*, a comprehensive collection of spanish-language resources perfect for all of your research needs. You'll have access to thousands of articles, dictionaries, multimedia assets and much more, all from one easy-to-use site!

We have prepared the following user guide to help you start using *Britannica Moderna*. If you prefer, we also offer free online training sessions for all subscribers. One of our customer service specialists will guide you through the site and answer any questions you may have. Please visit britannicalearn.com for more information about these sessions.

Please feel free to contact us anytime if you have any questions.

Best regards,

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325 N. LaSalle St., Suite 200
Chicago, IL 60654

(+1) 312 347 7000
contact@eb.com | britannicalearn.com

Welcome to *Britannica® Moderna*

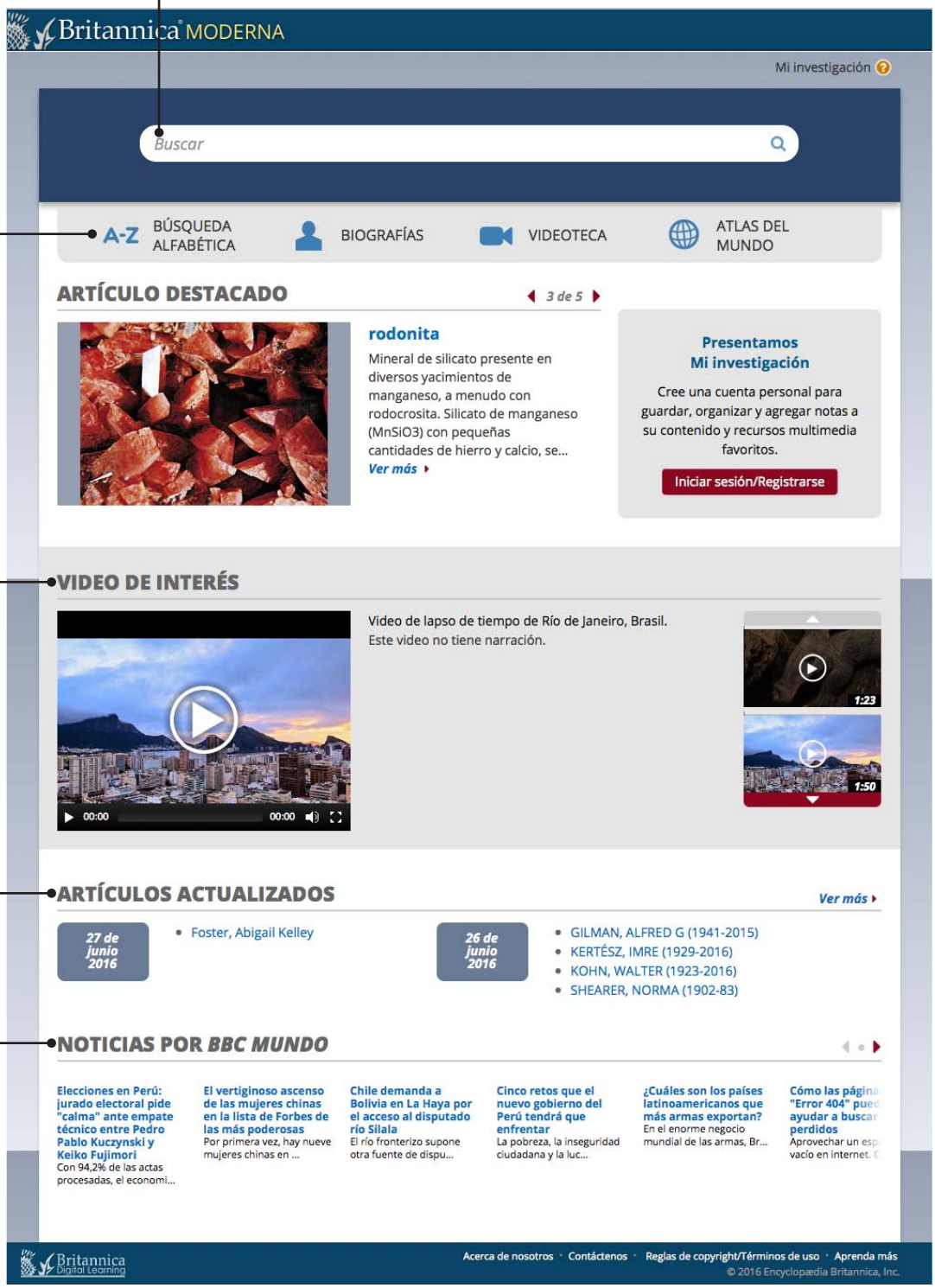
Type a word or phrase into the search box at the top of the page

You can also search alphabetically, browse through biographies of prominent figures, check out the video library or use the *Atlas del Mundo* (World Atlas) to explore different regions of the world.

The *Video de interés* section shows a new video every time you refresh the homepage.

The *Artículos Actualizados* section will allow you to see the list of newly added and reviewed articles in the site.

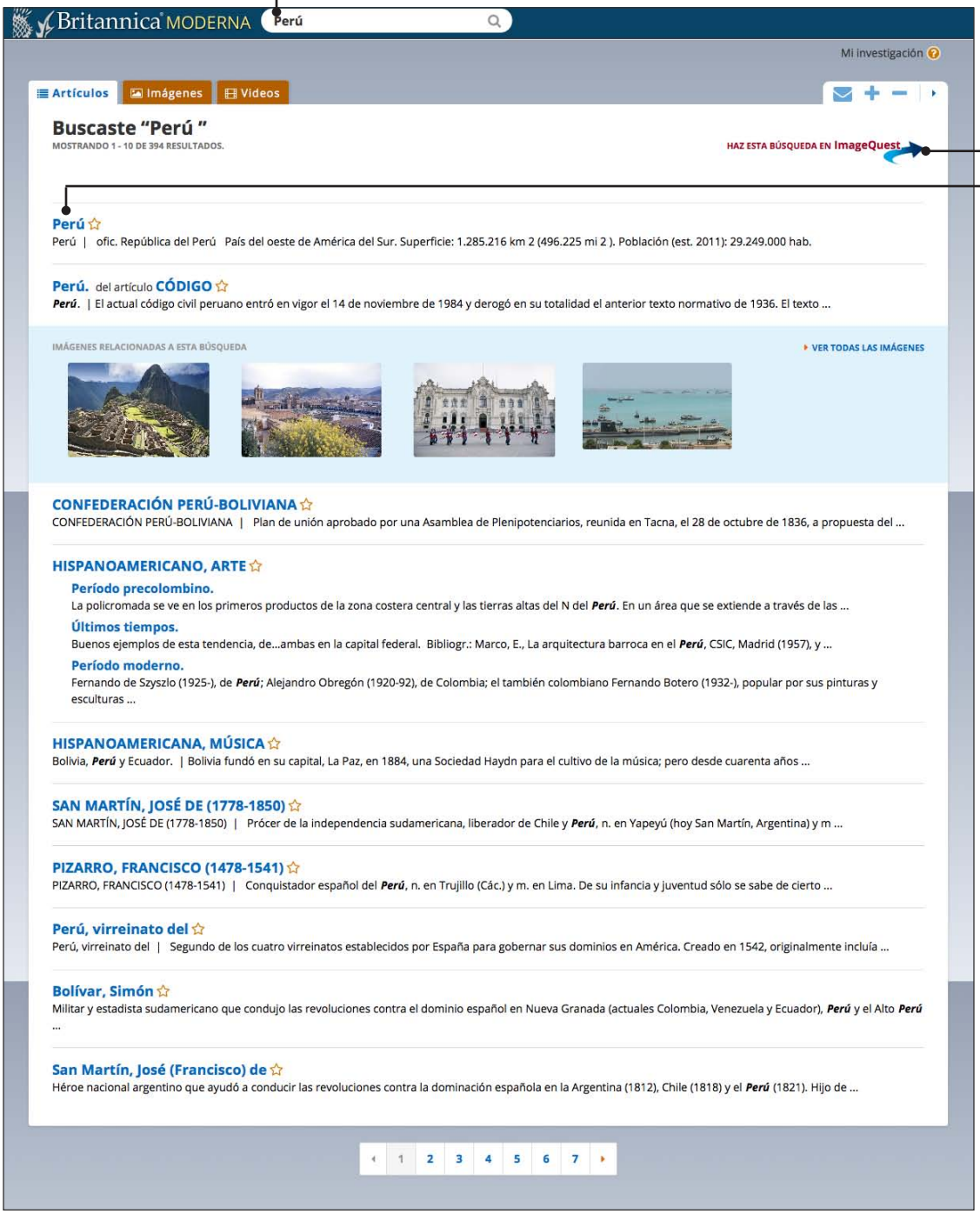
See the latest news from the *BBC Mundo* newsfeed.



Search Results Page

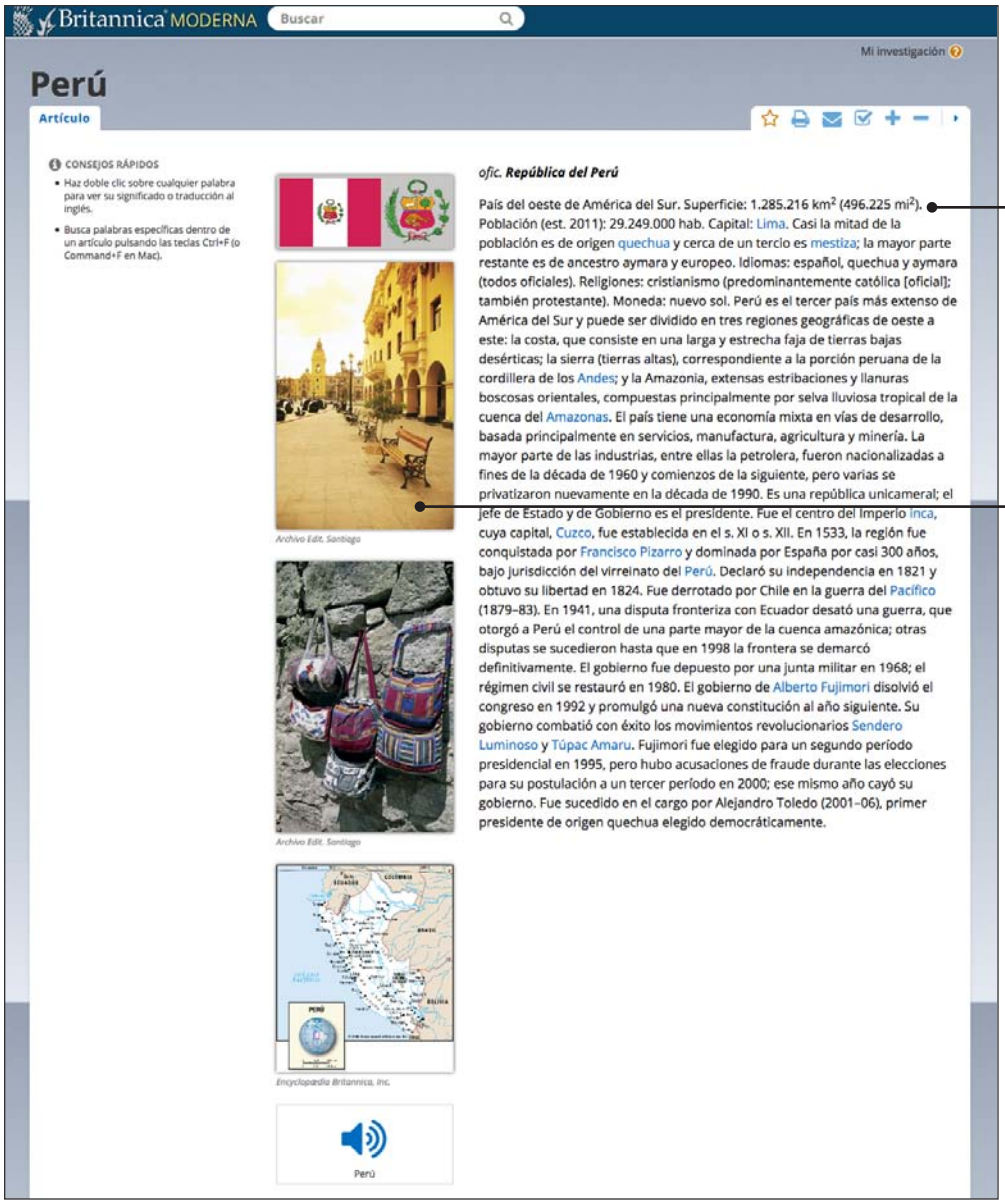
Begin a new search here.

Click here to see the results of your search in *Britannica ImageQuest*™, the digital database with over 3 million images from the best providers worldwide. (Please note that you must subcribe to *ImageQuest* as well to use this feature).



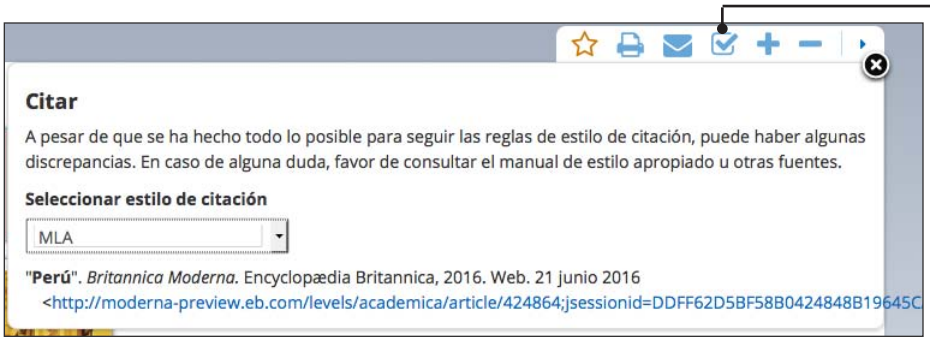
Click on the article title to further explore the results of your search.

Articles Page



The article text appears in the center of the page. The hyperlinks within the article will take you to other related Britannica content.

Find pictures and other related media assets in the sidebar of the article. Click each one individually to maximize it.



Correctly formatted citations are conveniently located at the bottom of each article page.

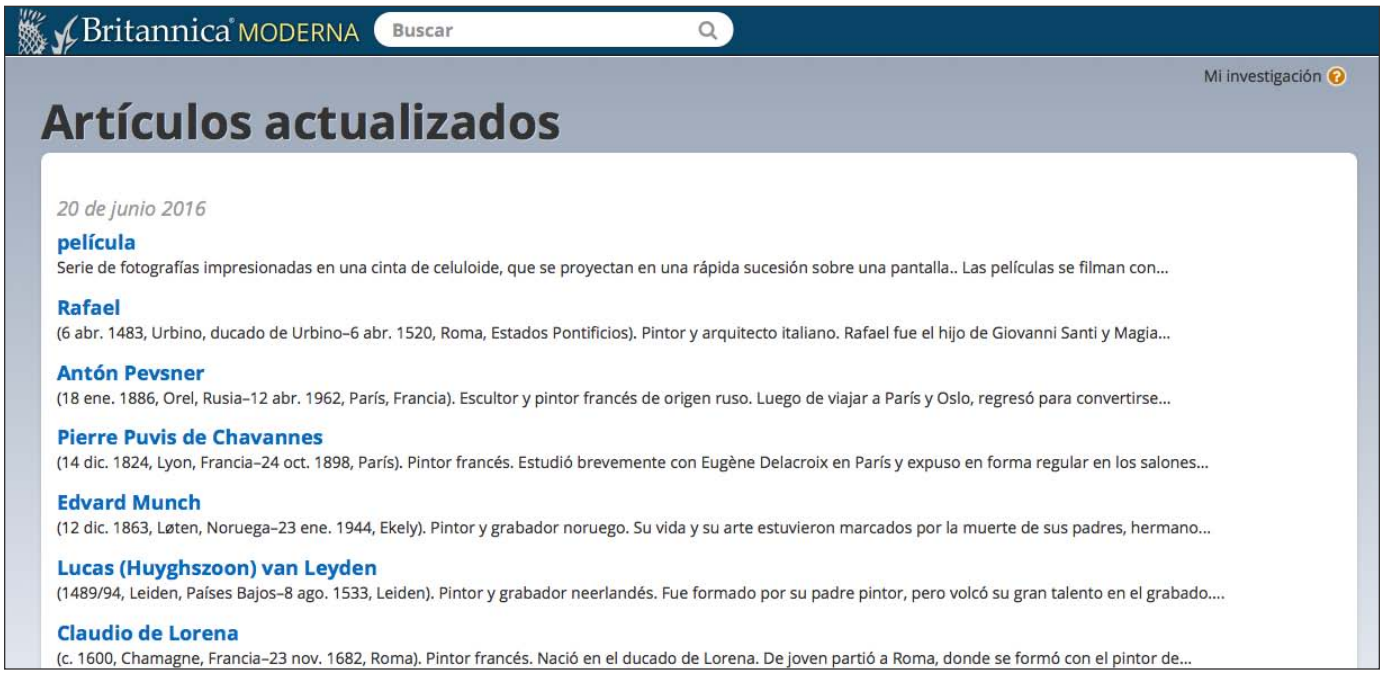
Atlas del mundo (World Atlas)

Click on any continent or type in the name of a country from the Home Page.
Click on the map to learn more about a specific country.

Once you click on a country a summary will appear with the option to read the complete article.

New and Updated Articles

This section will allow you to see newly added and updated articles within the site.



Mi investigación (or My Research)

Save your favorite *Britannica Moderna* content in the *Mi Investigación* section. You can take notes, personalize and share content with other users.

CONTACT

1 800 621 3900

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