



Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, Illinois 60050
Phone: 888.511.5114
Fax: 800.852.5458
www.follettlearning.com

June 27th, 2016

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Follett School Solutions, Inc. is pleased to present the enclosed proposal in response to:

Solicitation #SW16012 – Statewide Contract for Books

Our level of commitment to schools is demonstrated through our long-standing relationships, our professional service team, and our vast inventory of print, audiovisual, and digital resources. We are uniquely qualified to provide the key components you need:

- ▶ Personalized service
- ▶ Access to curriculum-focused materials through our online catalogs
- ▶ Quality titles in an array of bindings to meet the specialized needs of your students
- ▶ High fill rates and fast turnaround times

Our goal is to exceed your expectations by delivering the products you need when you need them customized to your requirements. Our service team is ready to quickly address any and all questions you may have.

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

Sincerely,

Karen Meehan

Karen Meehan
Inside Sales Consultant
877.899.8550, X46233
kmeehan@follett.com

Bids & Proposals Department
FSSBidAdmin@follett.com

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FOLLETT EXECUTIVE SUMMARY

History

Since 1873, Follett has served as the trusted partner in education for students and educators at all levels of learning. Today Follett delivers physical and digital learning materials, retail services, school content and management systems to more than 70,000 early childhood, primary and secondary schools, and on more than 1,000 college campuses. Headquartered in Westchester, Illinois, Follett is a \$2.7 billion privately held company.

Follett partners with over 110,000 schools in the United States and all over the world to provide educational materials. We are a full service PreK-12 distributor of a wide range of solutions designed to assist schools in improving student learning. Quality print materials are combined with digital resources including eBooks, interactive eBooks, online digital subscriptions and reference databases to support schools in a 21st Century learning environment. Follett provides an immense number of items including: audiovisual, bilingual, early literacy, professional resources, classroom materials, and much more.

Follett School Solutions' Professional Service Team

We have dedicated a unique team of school and library professionals to identify the materials your schools need. Our staff includes professional librarians, bibliographers, catalogers, service and customer care consultants, and a Sales Consultant.

Our familiarity with state and national curriculum standards ensures that our core lists align with the most current and grade appropriate titles. This team also works on special requests from customers based on their specific needs. Any one of your schools can send us the details of their project, and we will put together a list of available materials tailored to their needs.

An Inside Sales Consultant is available to serve your district. Karen Meehan can be reached at 877.899.8550, X46233, or via email at kmeehan@follett.com. She is available to answer questions and assist you by providing guidance and expertise in the area of selecting a wide range of educational materials to support your educational strategies.

Customer Service Team is specifically dedicated to the needs of your Region. Customer Service is available to assist with questions pertaining to the availability of titles, order status, and shipping status. They are ready to assist with any special requests that are unique to your schools. Whatever your needs are, Customer Service can help you make it happen. You can reach them directly at 888.511.5114, (option 2) or via email at customerservice@follett.com or customer care@follett.com.

An Expert Team of Sales Support Specialists are at the ready to help you with creating orders via our online catalog and ordering system, titlewave.com. They are experts in collection development and collection analysis in addition to being on top of new educational products and curriculum trends and their impacts on student achievement. Whether you are looking for new books, audiovisual materials, or digital solutions, you can depend on them to provide you with world-class suggestions and solutions. You can reach a School Support Specialist by dialing our toll-free number, 888.511.5114, x45051.

At Follett, we are committed to making sure you are satisfied with every aspect of our products and services as well as your overall experience with us.

Additional Benefits

Follett Catalogs

Specialized paper catalogs will be provided to your school district throughout the school year. In addition, Follett School Solutions, Inc. hosts the following online ordering tools and catalogs:

For textbook and HMH materials:

fes.follett.com

For library, classroom, early learning and instructional materials:

titlewave.com

Delivery/Shipping

Follett School Solutions offers FREE shipping and handling on all orders other than Letters Alive™, Textbooks, Hardware or Barcode orders within the United States and its territories. Letters Alive products will incur a \$99.00 charge to the lower 48 states and a charge of \$220.00 to Alaska or Hawaii. Textbook orders will be charged 10% of the merchandise total for shipping and handling unless the order is over \$15,000. Standard shipping rates will be applied to any Hardware or Barcode orders.

We provide a 97-100% fill rate within 15 days after receipt of order. If a backorder were necessary, it would be shipped within 60 days after receipt of order. If desired, backorders will not be shipped unless authorized by your administration.

Returns/Warranty

Follett will replace or issue credit for any books, audiovisual materials, or other products that are defective, damaged, or incorrectly processed. We know that students can be tough on books and thanks to our unconditional binding guarantee on FollettBoundSM Platinum books, you won't have to worry. If these titles fail as a result of normal wear and tear, we will replace and deliver them to you at no charge, provided the title is still in print. Letters Alive product returns will incur a 15% restocking fee. Contact your Sales Consultant or your Customer Care Consultant for assistance.

Inventory

Currently Follett's McHenry, IL and Woodridge, IL facilities are stocked with an immense number of PreK-12 classroom and library products. We are ready and able to fill and deliver your orders within your timeframe.

- Over 2.7 million titles in inventory in our McHenry facility
- Over 50,000 titles (5.3M units) in New and Used Textbooks in our Woodridge facility
- Over 500,000 eBooks
- Over 244,000 audiovisual titles
- Over 105,000 foreign language titles
- Over 12,000 interactive manipulative items to support Early Childhood development

FOLLETT OFFERINGS**ONLINE CATALOGS**

For Library, Classroom, Early Learning and Instructional Materials visit:

Titlewave® is the most powerful online collection development and curriculum support resource available for your school, library, or classroom needs. You will be able to create lists of books, audiovisual materials and other educational materials, and submit quotes and/or orders electronically with or without cataloging specifications.

titlewave.com

For Textbooks visit:

Textbooks represent one of the largest expenses and most critical needs in any schools budget. Pre-owned textbooks offer a practical, cost-effective alternative that maximizes the efficiency of your available resources. By purchasing pre-owned textbooks from Follett, a school or district typically reduces textbook cost by over 30%.

fes.follett.com

Houghton Mifflin Harcourt (HMH) and Follett School Solutions (FSS) have a strategic partnership in which FSS is the exclusive distributor of select HMH consumable workbooks into educational institutions. HMH and FSS are dedicated to providing best in class customer service through this partnership and we believe that the combined resources of our organization will greatly enhance the customer experience for our valued clients. For more information email HMH@follett.com or visit our website.

fes.follett.com/hmh.cfm

TITLEWAVE®

[Titlewave.com](http://titlewave.com) is the most powerful online collection development and curriculum support resource available for your school, library, or classroom needs. You will be able to create lists of books, audiovisual materials and other educational materials, and submit quotes and/or orders electronically with or without cataloging specifications.

So you don't have to rush through your list making process, the prices on your lists are guaranteed for 60 days. [Titlewave.com](http://titlewave.com) is available 24 hours a day, 7 days a week and offers time-saving features such as:

***TitleWise® – Online Collection Analysis***

TitleWise makes it easy for you to identify the strengths and areas of need in your school and district library collections as well as view and/or print reports, graphs, and charts that help you concentrate on the areas that may need improvement. **This service is available at no charge.**

TitleCheck™

TitleCheck will help you avoid ordering unwanted duplicate titles that you may already own. This will help you save time in the process of collection development and ordering new materials.

Order History

You will have the ability to track your orders on-line from start to finish by looking at the current status, as well as the history. In addition, you will be able to print invoices and link to FedEx for exact shipping information.

Titlewave Support Team

If you would like to speak to a person regarding your book, audiovisual, or digital needs, Follett has a team dedicated to serving you. Your Sales Consultant will be happy to demonstrate titlewave.com for one person or a group. Also available to you are a team of School Support Specialists that are immediately available from 7am to 5pm Central Time. If you need someone to help you with titlewave.com or analyze your library collection, just give them a call at 888.511.5114, X45051. You can also email any inquiry directly to them at sss@follett.com.

AUDIOVISUAL MATERIALS

With over 244,000 unique titles from which to choose, Follett can help with all of your audiovisual needs. We make your audiovisual selection process easy by focusing our inventory on curriculum titles. We take care of the shipping and handling charges for you as well to help stretch your budget dollars. We carry a variety of audiovisual formats:

- Playaway, Playaway View and Playaway Launchpad
- MP3-CD
- CD
- DVD
- Read Along
- Blu-ray



Browse our online catalog, titlewave.com, to find current titles from esteemed producers such as Disney, Live Oak, Schlessinger, Recorded Books, Listening Library and many more.

Playaway®, Playaway Launchpad and Playaway View™ - Playaway is the world's first self-playing digital audiobook. In your classroom you can plug the Playaway Audiobook into a Playaway Portable Speaker or a powered desktop speaker for class wide listening. Playaways can be used in conjunction with print material for audio-supported reading.

Playaway Launchpad is the first ever secure, pre-loaded learning tablet created just for children in library and classroom environments. Each Launchpad features custom curated content and at least 10 of the most popular educational games and apps, presenting a variety of ways to enhance your curriculum. Each tablet is safe, secure and direct, with access to high-quality content, and no need for internet connectivity. No set-up or upgrades required – Launchpad is always ready-to-go.



Playaway View is ideal for small hands and is designed to withstand drops. It is circulation-ready, preloaded with up to six hours of multiple videos and will go wherever kids go. The content on Playaway View is produced by top child-focused studios such as National Geographic, PBS Kids, Weston Woods, Sesame Street, TumbleBooks, and Schlessinger Media.

Follett Audiobooks give students a new way to access the books they love. Now students can listen anytime, anywhere to thousands of audiobook titles on their mobile devices or the web. Follett Audiobooks:

- ✓ **Enrich Student Vocabulary**
Increase exposure with proper pronunciation and fluency
- ✓ **Increase student Complexity of Text**
Help stretch reading levels up two full grade levels
- ✓ **Emphasize Listening Ability**
Children experience literature and language without the stress of decoding



AUDIOBOOKS, INTERACTIVE BOOKS, & DATABASES

From eBooks to audiobooks, interactive books to databases, you'll be able to build student success with these industry-leading resources. Follett is an authorized reseller of the databases listed below. Visit our website titlewave.com/digital, for more products and details.

Digital Audiobooks

Instant access to thousands of the most popular PreK-12 titles available as digital audiobooks.

Follett Audiobooks

Playaway® LIGHT



Interactive Books

Engaging content for students of all ages and abilities, these titles offer age-appropriate, interactivity, from animated talking picture books to unabridged classics.

ABDO Interactive Books

ABDO eBoost

Capstone Interactive Books™

Gareth Stevens Interactive Books™

Lerner Interactive Books

Rosen Interactive Books



Interactive eBook Subscriptions:

Rourke Interactive Books

TumbleBook™ Library

Databases

Power 21st century learning with access to award-winning research and content across the spectrums of subject, age and ability.

ABC-CLIO

ABDO Digital Databases

A.D.A.M. Inside-Out and Interactive Anatomy

Rosen's Digital Literacy and Financial Literacy

Rosen's PowerKnowledge Science Suite

Rosen's Teen Health and Wellness

Learn more at www.titlewave.com/digital



CLASSROOM & CURRICULUM MATERIALS

All of our educational materials are specifically selected by our degreed professionals to meet the needs of many diverse populations and complex learning styles to help close the achievement gap and improve test scores. Our team of educational experts will assist with any customized request to meet your specific classroom/curricular needs.

Classroom materials available from Follett include:

- Classroom libraries and bundled solutions
- Great lists for the classroom
- STEM materials
- eBooks & digital literacy materials
- Fountas & Pinnell leveled titles
- Dictionaries and thesauri
- Guided & leveled reading materials
- English as a Second Language (ESL/ELL) materials
- Professional titles, teacher study guides, and guidance materials
- Special needs & RTI (Response to Intervention) materials

Common Core State Standards

Resources for grades PreK–12 offer a wide selection of nonfiction and fiction titles from outstanding publishers of educational materials. These selections represent a variety of genres, text structures and complexity to support the development of literacy skills, math concepts and core content knowledge.

STEM Materials

Prepare students for the increasing demands of a competitive, global society by addressing 21st Century learning skills. Materials for grades K–5, 3–6, 5–8 and 6–12 help develop critical thinking and problem-solving skills, teach students to investigate and question, and stimulate their curiosity and creative thinking.



eBooks & Digital Literacy

Our eBooks, databases and digital resources are great for individual learning or small-group activities, and they support reading, writing, vocabulary, fluency and comprehension skills. You will find digital materials for PreK as well as math and science eBooks and grades 5–8 hi-lo fiction.

FOLLETT EBOOKS & FOLLETTSHelf™

Follett eBooks are dynamic teaching tools that enhance learning outcomes. We offer four types of eBooks – single use, unlimited, 12-month, and 24-month. With over 500,000 titles from more than 1,000 publishers, including popular fiction and nonfiction titles, districts and/or schools are able to customize their learning plan around individual needs. Visit follettshelf.com for a free demo or to learn more about how to integrate eBooks into your teaching environment, including lesson plans and tips on using eBooks with Interactive White Boards.

Follett eBook features:

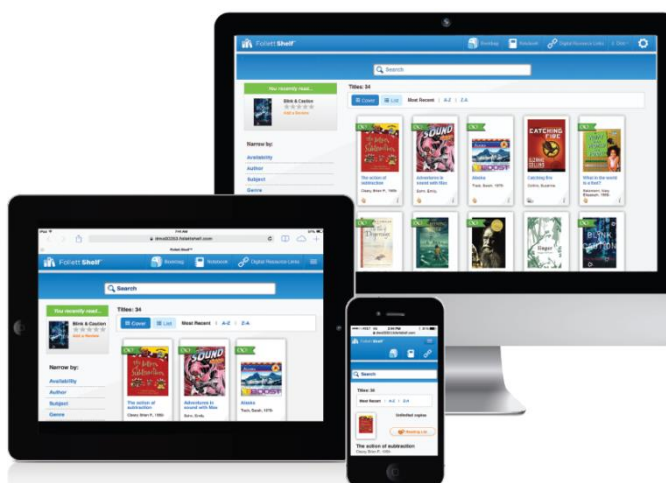
- Over 70,000+ Unlimited, Simultaneous Access titles
- Engaging user interface designed to make reading and studying easy
- One consistent reading environment
- Ability to access notes and highlights from multiple devices
- Ownership pricing model protects your collection from budget cuts
- Book bag feature provides easy access to checked out eBooks
- Read online or download for offline reading



FollettShelf™

Give students, teachers, and parents, access to your Follett eContent through our free, hosted virtual bookshelf that provides a friendly online environment to search, read, and manage your Follett eBook collection and other digital resources 24/7.

- Used by over 45,000 schools
- Simplified eContent management saves time
- Comprehensive usage reports support accountability
- Great option for non-Destiny® Customers
- Integrated with Destiny Library Manager™
- Supports other library management systems



CLASSROOM CONNECTIONS

FollettShelf™ Classroom Connections™

Drive instruction with Follett eBooks through Classroom Connections

FollettShelf Classroom Connections, is a part of the free FollettShelf platform and is a digital program with instructional tools that facilitate lesson based interactions between teachers and students within Follett eBooks that you select.



Assign eBook content to students with **Fixed or Flexible Reading Paths**

Reading Path

Deliver instruction and assessment directly to students with **Lesson Messaging**

Lesson Message

Learn more at www.follettshelf.com/classroomconnections

FOLLETTBOUNDSM PLATINUM BOOKS

We know students can be tough on a book so Follett supplies over 45,000 FollettBound Platinum titles which are pre-bound according to strict standards that will withstand countless circulations. FollettBound Platinum books represent an exceptional value when selecting titles for your library as well as your classroom. All FollettBound Platinum bindings have an unconditional guarantee.


Our Prebound Books Are Built to Last.

Wear & Tear Resistant

Our polyester end sheets are stronger than standard cotton and won't yellow or fall apart.

Extended Shelf Life

Our covers and spines hold their shape thanks to our high-quality binder board.



Unmatched Durability

Polyurethane Reactive (PUR) glue and high-strength polyester thread provide exceptional strength without sacrificing flexibility.

Student-Enticing Covers

Digitally printed, full-color covers provide excellent full-color reproduction. Durable 2.0 mil. nylon film covers improve strength and clean easily.

FOLLETTBOUNDSM

Platinum

Library Binding Institute Specifications

The Library Binding Institute (LBI) has created specifications for pre-bound and reinforced paperback titles. Our FollettBound Platinum bindery works diligently to ensure that our titles meet these specifications. LBI specifications, such as the use of library sewing, squared corners, illustrated covers, superior cover protection, the use of durable and flexible adhesives, and reinforced cloth end sheets are all examples of specifications that are followed when creating FollettBound Platinum books.

FollettBound Platinum Quantity Discounts

FollettBound books reflect a discount of up to 45% off, with tiered discount pricing when you purchase multiple copies of the same title. The FollettBound Platinum discount structure is:

- 1% off the sell price for 1-49 copies
- 2% off the sell price for 50-99 copies
- 3% off the sell price for 100-249 copies
- 4% off the sell price for 250-499 copies
- 5% off the sell price for 500+ copies

TEXTBOOKS AND WORKBOOKS

Follett Offers:

- Largest selection of titles
- All major publishers
- Up to 75% off Publisher prices
- HMH Consumable Workbooks



Budgets Today

The changing landscape in education today is demanding more accountability for students and educators performance, while budget reductions make providing the best materials for students more challenging than ever.

Textbooks represent one of the largest expenses and most critical needs in any schools budget. Pre-owned textbooks offer a practical, cost-effective alternative that maximizes the efficiency of your available resources. By purchasing pre-owned textbooks from Follett, a school or district typically reduces textbook cost by over 30%.

Pre-owned textbooks are a practical, cost-effective alternative:

- Saving up to 75% off publisher net prices is like getting four textbooks for the price of one.
- Each textbook undergoes a 10-point inspection and reconditioning process.
- Every book is backed with a 100% customer satisfaction guarantee to ensure only the highest quality books are placed in the hands of your students.

HMH Consumable Workbooks

Houghton Mifflin Harcourt (HMH) and Follett School Solutions (FSS) have a strategic partnership in which FSS is the exclusive distributor of select HMH consumable workbooks into educational institutions. HMH and FSS are dedicated to providing best in class customer service through this partnership and we believe that the combined resources of our organization will greatly enhance the customer experience for our valued clients. For more information email HMH@follett.com or visit our website at www.fes.follett.com/hmh.cfm.

Visit our online catalog: Fes.follett.com

EARLY LEARNING MATERIALS

Follett has expanded its offerings and school-dedicated services to encompass early learning solutions. To make your selection process easier, our PreK and Early Childhood offerings include professional resources, parent resources in English and Spanish, birth-to-three resources, and special education resources. These educational items are easily located on our website titlewave.com. This wealth of resources provides early childhood educators with materials representing multiple modalities of instruction, which is critical for the development and application of key concepts and skill sets in young children.

Encompassing new titles and classic titles from a variety of publishers and authors, our line of Early Childhood resources reflects comprehensive and developmentally-appropriate titles that follow the National Association for the Education of Young Children (NAEYC) recommendations. Examples of the types of products we offer are:

Book Collections

We share a common goal of building literacy skills in children. We've combed through thousands of books and selected the best of the best. Encourage a love of reading with quality titles in a wide range of binding types.

Audio Collections

We offer more than just books. Children can either follow the story as they listen to the narration (building independent reading skills) or learn to express themselves with music and sing-alongs.

Hands-On Collections

Provide interactive learning experiences with hands-on materials that require participation, while simultaneously inspiring creativity and promoting discovery. These hands on collections encourage kids to jump in and start learning.

- Fun Themes
- Social & Emotional
- Health & Development

Technology Collections

Enhance a child's reading experience by introducing new concepts and encouraging exploration through technology. These multisensory experiences spur imagination, curiosity, and keep students interested and engaged.

- Alive Studios – featuring Letters Alive, Learning Alive, Math Alive and more
- Leapfrog School
- Playaway Launchpad
- Tumblebooks

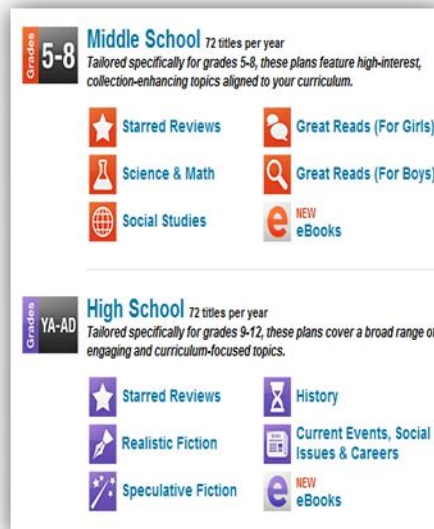
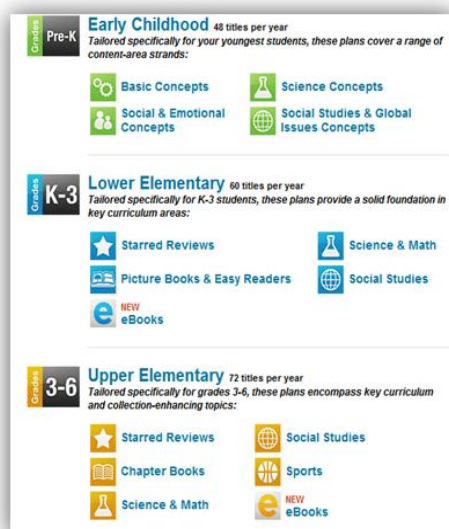


TITLE-EZ SUBSCRIPTIONS

TitleEZ is a subscription based service in which you have the choice of monthly shipments of your titles. You may select from a 12-month schedule or our school-friendly delivery schedule. With our school-friendly delivery schedule, you take the summer off and receive your TitleEZ subscription shipments when your school resumes. You can easily find these grade-specific packages on titlewave.com, our online catalog.

To create our TitleEZ Subscription plans for you, we've combined our 60+ years of PreK-12 school library expertise with a thorough understanding of classroom objectives and the needs of your students. Our professional educators carefully choose the highest quality materials so you can offer a balanced selection of new books. With TitleEZ, you maintain the final say over your collection.

- You can choose from a variety of individual plans:
 - Early Childhood
 - Lower Elementary
 - Upper Elementary
 - Middle School
 - High School
- Each of our plans includes either our feature title for the month or one of our two alternate titles
- Avoid titles you already own with TitleCheck™
- Choose between a standard 12-month subscription or our school-friendly subscription. Our school-friendly plan allows you to hold title delivery over the summer months or to resume when school is back in session



CCC! VIDEO ON DEMAND

CCC! Video on Demand is a rich content and multimedia resource for educators and students to find pathways to teaching and learning for the world of tomorrow. As a streaming video service, CCC! Video on Demand is a comprehensive video collection designed to supplement lesson planning, whole class instruction and individual student learning. As a licensed institutional provider of over 7,000 videos, CCC! Video on Demand is the industry content leader for instructional content. This subscription product is available exclusively through Follett School Solutions, Inc.

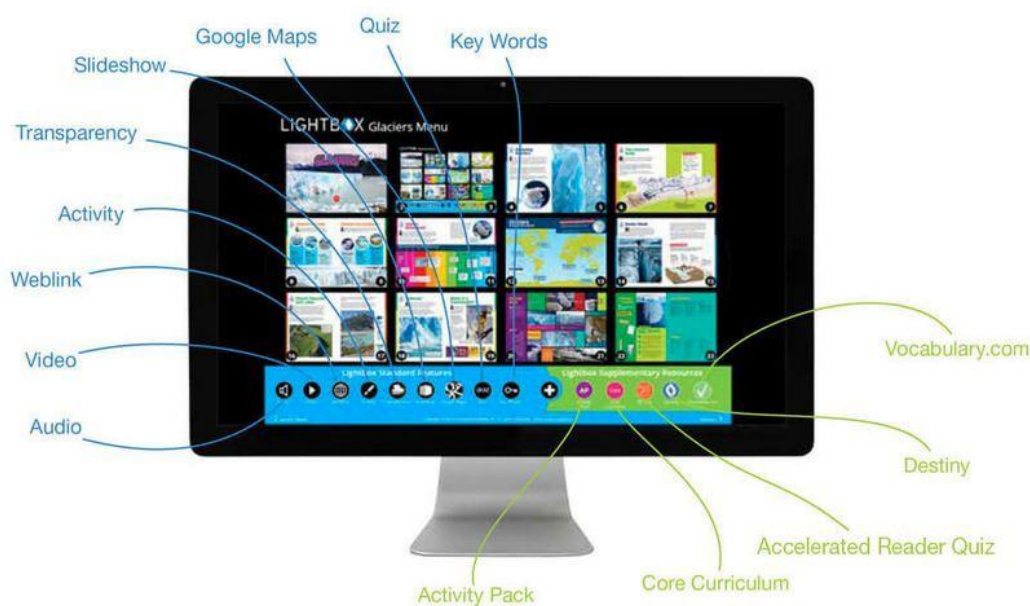
- Streaming Video Licensed for classroom use
- Aligns to state Curriculum Standards
- Over 7,000 videos from National Geographic, PBS, Disney Education Productions and many more



CCC! Video on Demand creates a cohesive and comprehensive curriculum solution that will meet the needs of all learners. This product provides all of the essential tools to embed video into the curriculum, including teacher support material, student connection activities, and assessments.

LIGHTBOX

From the moment a student opens LightBox, learning happens like never before. Eyes widen. Fingers excitedly tap, pinch, and scroll, through video, text, links and quizzes. Minds expand. New connections are made and understanding begins, even for the most disengaged students.



LightBox is a multimedia educational space that encourages users to see learning in a whole new light. This new tool features a growing collection of interactive titles for PreK-12 learners in science, social studies, humanities, and more that are divided into grade-level collections, as well as themes.

Textbooks, eBooks, and other resources are supplemented with core content from renowned video providers, Google Maps, your library collections in Destiny, and Vocabulary.com, along with customized support materials in a single learning resource.

WOW

World of Words (WOW) is a research-based, shared book reading program for children at the preschool, kindergarten and first grade levels. WOW builds children's vocabulary, understanding of key concepts related to new words, and comprehension of conceptual big ideas with carefully constructed text sets of the most current and best available fiction and nonfiction book titles.



World of Words organizes books and lesson plans through a series of text sets (10 per grade level). In each text set, books are unified around the big ideas that they explore. The five books in each text are carefully organized to provide children with repeated exposure to content-rich vocabulary.

World of Words is a unique program because it has been shown in **four separate trials** to improve a constellation of language and literacy skills for children who come from high-need circumstances. Funded by the U.S. Department of Education, the program has been subject to three design experiments, culminating in a randomized controlled trial with 646 children that included a sizable percentage of second-language learners from economically disadvantaged neighborhoods in a large urban school district. Results reported significant improvements in children's vocabulary, conceptual development and comprehension over the course of one year with continuous improvements documented one year later.



State of Oklahoma

Amendment of Solicitation

Date of Issuance: 06/08/2016

Solicitation No. SW16012

Requisition No. _____

Amendment No. 1

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:**U.S. Postal Delivery:**

Gerald Elrod
Contracting Officer

405 - 522 - 1037
Phone Number

, OK -
or

Personal or Common Carrier Delivery:

Gerald.Elrod@omes.ok.gov
E-Mail Address

, OK -

Description of Amendment:

a. This is to incorporate the following:

The contract has been revised as follows:

Section 4 of Page 1 of the cover page has been revised to read "July 5th, 2016".

Section D.2.1 of the RFP has been revised to read "D.2.1. The State intends to award to multiple Suppliers as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible Supplier(s) whose response, conforming to the RFP, is deemed best value."

Attachment C has been revised to read "Attachment C" in the title of the document.

Revised copies of affected documents have been posted.

b. All other terms and conditions remain unchanged.

Follett School Solutions, Inc.

Supplier Company Name (**PRINT**)

6/27/16

Date
DocuSigned by:

Nancy Gushurst

Vice President - Finance

Authorized Representative Name (**PRINT**)

Title

Nancy Gushurst

Authorized Representative Signature



Solicitation

1. Solicitation #: SW16012

2. Solicitation Issue Date: June 7, 2016

3. Brief Description of Requirement:

Solicitation for Statewide Contract for Books.

4. Response Due Date¹: July 5th, 2016

Time: 3:00PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Personal, U.S. Postal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Requesting Agency: OMES Central Purchasing

8. Contracting Officer:

Name: Gerald Elrod
Phone: 405/522-1037
Email: Gerald.Elrod@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** SW16012

2. **Bidder General Information:**

FEI / SSN : 41-1426933

VEN ID: _____

Company Name: Follett School Solutions, Inc.

3. **Bidder Contact Information:**

Address: 1340 Ridgeview Drive

City: McHenry

State: IL Zip Code: 60050

Contact Name: Nancy Gushurst

Contact Title: Vice President - Finance

Phone #: 877-899-8550

FAX#: 800-852-5458

Email: fssbidadmin@follett.com

Website: follettlearning.com

4. **Oklahoma Sales Tax Permit¹:**

☒ YES – Permit #: SVU1026968002

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

☒ YES - Filing Number: certificate attached

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☒ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

DocuSign Envelope ID: 2120D7E6C3B94C4...

Nancy Gushurst

6/27/16

Authorized Signature

Date

Nancy Gushurst

Vice President - Finance

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faq.html#c221>

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF AUTHORITY

WHEREAS, FOLLETT SCHOOL SOLUTIONS, INC.

incorporated under the laws of the State of DELAWARE has filed in the office of the Secretary of State duly authenticated evidence of its incorporation and an application for Certificate of Authority to transact business in this State, as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate of Authority authorizing said Corporation to transact business in this state.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
12th day of March, 2014.*

A handwritten signature in black ink, appearing to read 'Chris Benge', is written over a horizontal line.

Secretary of State

03/12/2014 11:08 AM

OKLAHOMA SECRETARY OF STATE



SOS



23959780002

CERTIFICATE OF QUALIFICATION

(Foreign Corporation)

TO: OKLAHOMA SECRETARY OF STATE
2300 N. Lincoln Blvd., Room 101, State Capitol
Oklahoma City, Oklahoma 73105-4897
(405) 522-2520

Filing Fee: Minimum \$300.00

RECEIVED

MAR 12 2014

PLEASE NOTE:OKLAHOMA SECRETARY
OF STATE

- ♦ The filing fee is a **MINIMUM** of \$300.00. The fee is one-tenth of one percent (1/10 of 1%) or \$1.00 per \$1,000.00 of the maximum amount of capital invested by such corporation; provided that the minimum fee is \$300.00, and no such corporation shall be required to pay a fee on an amount in excess of its authorized capital.
- ♦ **ATTACHED HERETO** is a certificate issued by an authorized officer of the corporation's jurisdiction of its incorporation attesting to the corporation's organization and good standing under the laws of such jurisdiction. This certificate is most commonly known as a Certificate of Good Standing, Certificate of Existence, or Certificate of Fact (Texas), and is usually issued by the Secretary of State's office within such jurisdiction. This certificate must be dated within the last sixty (60) days.

I hereby execute the following articles for the purpose of qualifying a foreign corporation to transact business in the state of Oklahoma pursuant to the provisions of Title 18, Section 1130:

1. Name of the corporation:

Follett School Solutions, Inc.

- ♦ If the legal name is not available for use in the state of Oklahoma, then a Fictitious Name Report must be attached or a resolution made by the authorized representative of the corporation duly adopting a fictitious name that is available for use. (Title 18, Section 1141)

2. State or jurisdiction of its formation: Delaware

3. Mailing address of its principal place of business, wherever located:

1340 Ridgeview Drive	McHenry	Illinois	60050
----------------------	---------	----------	-------

Address	City	State	Zip Code
---------	------	-------	----------

4. Registered agent for service of process in the state of Oklahoma is the SECRETARY OF STATE.5. NAME and street address of its additional registered agent for service of process in the state of Oklahoma, if any:

- ♦ The registered agent shall be an individual resident of Oklahoma or a domestic or qualified foreign corporation, limited liability company, or limited partnership.

The Corporation Company	1833 South Morgan Road	Oklahoma City	Oklahoma 73128
-------------------------	------------------------	---------------	----------------

Name	Street Address	City	State	Zip Code
------	----------------	------	-------	----------

(P.O. BOXES ARE **NOT** ACCEPTABLE)

6. Business the corporation proposes to do in the state of Oklahoma:

- ♦ This statement must reflect the specific purpose of the corporation in Oklahoma.

Any lawful purpose to include, but not limited to, providing textbooks, library books, software, and educational materials.

7. The business which the corporation proposes to do in the State of Oklahoma is a business the corporation is authorized to do in the jurisdiction of its incorporation.

◆ This statement requires no response.

8. Assets of said corporation are \$ 79,124,000.00 and liabilities are \$ 11,000,000.00.

◆ The assets and liabilities of said corporation must be as of a date not earlier than six (6) months prior to the filing date of the certificate of qualification.

9. Corporation is organized as: (CHECK ONE) ☒ Profit OR ☐ Not for Profit

10. If organized for profit, the aggregate number of its authorized shares itemized by classes, par value of shares, shares without par value, and series, if any, within any class authorized:

◆ The par value per share is a dollar (\$) amount and is also used for the calculation of the total filing fee.

CLASS	NUMBER OF SHARES	SERIES (If any)	PAR VALUE PER SHARE (Or, if without par value, so state)
Common	1,000		\$1.00

11. Maximum amount of capital said corporation intends and expects to invest in this state at any time during the current fiscal year: \$ 0.00

◆ "Invested capital" is defined as the value of the maximum amount of funds, credits, securities and property of whatever kind existing at any time during the fiscal year in the State of Oklahoma and used or employed by such corporation in its business carried on in this state.

12. E-MAIL address of the primary contact for the registered business:

The certificate of qualification must be signed by the president or vice president of said corporation and attested to by its secretary or assistant secretary.

- Signed this _____ day of _____, _____ by:

Attested to by:

Signature of Secretary or Assistant Secretary

Mark Sproat, Secretary

Printed Name

Thomas Schenck

Signature of President or Vice President

Thomas Schenck, President

Printed Name

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FOLLETT SCHOOL SOLUTIONS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF FEBRUARY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "FOLLETT SCHOOL SOLUTIONS, INC." WAS INCORPORATED ON THE THIRTEENTH DAY OF MARCH, A.D. 2008.

4518432 8300

140209414

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1149758

DATE: 02-20-14



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
03/31/2016

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Follett Corporation 3 Westbrook Corporate Center Suite 200 Westchester IL 60154 USA	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Twin City Fire Insurance Company	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570061629751** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Gen Agg Cap Limit \$25M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			83CSES26402	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			83CSES26403	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WNS26400 AOS	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C				83WBRS26401 WT & ND	04/01/2016	04/01/2017	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Follett Corporation Corporate Insurance Manager 3 Westbrook Corporate Center Suite 200 Westchester IL 60154 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Holder Identifier:

Certificate No: 570061629751



State of Oklahoma

Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Follett School Solutions, Inc. Agency Number: _____

Solicitation or Purchase Order #: SW16012

Supplier Legal Name: Follett School Solutions, Inc.

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

DocuSigned by:

Nancy Gushurst

2120D7E6C3B94C4... Supplier Authorized Signature

6/27/16

Certified This Date

Nancy Gushurst

Printed Name

Vice President - Finance

Title

877-899-8550

Phone Number

fssbidadmin@follett.com

Email

800-852-5458

Fax Number

Required Response

C.3. Account Management

- C.3.1. The respondent must include the name and contact information of the individual who will be the Account Manager for the term of the Contract. The Account Manager will be responsible for operation and administration of the Contract by the Contractor. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contracting Officer

Karen Meehan
Inside Sales Consultant
877-899-8550 X46233
kmeehan@follett.com

- C.3.2. The Account Manager shall, upon request attend meetings at Central Purchasing or at other sites, as requested and determined by the Contracting Officer. The Account Manager will be responsible for reports required by the contract and to serve as liaison between the Contractor and Central Purchasing and any other eligible participant. The Contracting Officer may require the Contractor to relieve the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards outlined in this RFP. ***Follett School Solutions, Inc. Sales Consultant can comply with this request.***

- C.3.3. This named Account Manager must be among those present for all scheduled pre-award meetings. ***Follett School Solutions, Inc. Sales Consultant can comply with this request.***

C.4. Purchasing Process and Pricing

- C.4.1. Authorized Users will place their own orders with the Contractor. After Contract award, Contractor will interact with Authorized Users on a day-to-day basis for specific issues relating to delivery timeliness, product quality, returns, and similar concerns. The Contracting Officer listed will be responsible for overall contract management, including addendums and Contract performance. ***Follett School Solutions, Inc. Sales Consultant can comply with this request***
- C.4.2. Respondents are requested to provide a discount off of the list price for the categories listed. This discount will be applied to the list price to come up with the Contract Pricing (inclusive of Standard delivery) for products. ***Follett School Solutions, Inc. has submitted discounts on appropriate pages.***

C.5. Service Level Requirements and Expectations

Section C.5.1 lists the State's Mandatory Service Level Requirements. Respondents must indicate whether they are able to meet these service level requirements. Respondents that are unable to meet any of these service level requirements shall be eliminated from consideration for an award. ***Follett School Solutions, Inc. can comply with this request.***

Section C.5.2 lists the State's Desired Service Level Expectations. These expectations are desired by the State and the State will evaluate these responses as part of the technical/qualitative evaluation. Respondents must indicate whether they are able to meet these service level expectations. ***Follett School Solutions, Inc. can comply with this request***

Mandatory Service Level Requirements and Desired Service Level Expectations shall be met at no additional cost to the State.

C.5.1. Mandatory Service Level Requirements

This section of the document contains Mandatory Service Level Requirements that the successful respondent is required to meet at NO extra charge. Respondents who cannot meet Requirements C.5.1.1 through C.5.1.4 shall be qualified on the grounds of non-responsiveness.

C.5.1.1. A supplier must have been in business for a minimum of 24 months to be eligible for a contract award. ***Follett School Solutions, Inc. can comply with this request. Follett School Solutions, Inc. has been in business for over 130+ years.***

C.5.1.2. For all products sold, Contractor must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. If requested, Respondent must be able to identify an account number with manufacturers represented. ***Follett School Solutions, Inc. can comply with this request***

C.5.1.3. Each product sold will have a minimum of manufacturer's standard warranty. ***Follett School Solutions,***

Inc. can comply with this request.

C.5.1.4. If any prices fluctuate between the time of order and delivery, Contractor shall charge the prices in effect as of the order date. ***Follett School Solutions, Inc. can comply with this request***

C.5.1.5. The Contractor will not invoice service fees or additional costs to the Authorized Users during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified in the Cost Proposal), hazardous materials, pallet, or fuel charges or surcharges. ***Follett School Solutions, Inc. can comply with this request***

C.5.2. Desirable Service Level Expectations

This section of the document contains Desirable Service Level Expectations that the Contractor is expected to perform at NO extra charge. All Mandatory Requirements listed in Section C.5.1 supersede the Desirable Service Level Expectations listed below. Respondents are required to indicate any inability to provide the Desirable Service Level Expectation. In addition, respondents are required to propose alternatives to Desirable Service Level Expectations that cannot be met.

C.5.2.1. Response Time

The Contractor should respond to all communications no later than one business day.

Follett School Solutions, Inc. can comply with this request

C.5.2.2. Fill Rate

The Contractor should maintain a Fill Rate of 98%. The fill rate will be calculated by each Facility, by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate. ***Follett School Solutions, Inc. can comply with this request***

C.5.2.3. Invoice Accuracy

The Contractor should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.

Follett School Solutions, Inc. can comply with this request

C.5.2.4. Delivery Standards

Respondent should make deliveries on dates and times acceptable to Authorized Users. If a regular delivery day falls on a State holiday, Authorized Users and Contractor may determine an alternate date. ***Follett School Solutions, Inc. can comply with this request***

The Contractor should deliver the Products by the delivery date specified in any executed Attachment, Appendix, or Order referencing the Agreement. The Contractor should ensure Delivery Date standards are met 97% of the time. ***Follett School Solutions, Inc. can comply with this request***

C.5.2.5. Non-Delivery

After notification of impending short or out-of-stock items, Authorized User may cancel balance of incomplete deliveries without penalty. Authorized User may purchase shorted items that cannot be supplied by the Contractor by date required elsewhere. ***Follett School Solutions, Inc. can comply with this request***

C.5.2.6. Overall Customer Satisfaction

Contractor should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Authorized Users, and should conduct such a survey upon request from the Contracting Officer. Both the raw and analyzed survey results should be provided to the Contracting Officer. The following includes some of the areas to be measured on the survey: Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction. ***Follett School Solutions, Inc. can comply with this request***

C.5.2.7. Ordering Methods

Contractors should have a local Oklahoma telephone number or a toll free (800) number. Each Authorized User will be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State encourages Contractors to have online ordering capabilities, such as a dedicated State website, to facilitate online orders. In the response, please include screenshots of the relevant web interface. ***Follett School Solutions, Inc. can comply with this request. 877-899-8550.***

C.5.2.8. Payment Options

Authorized Users will pay the Contractor by check, electronic funds transfer, or with the State's authorized P-card (credit card).

Follett School Solutions, Inc. can comply with this request

C.5.2.9. Freight Policy

All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Contractor is responsible for filing and expediting all freight claims with the carrier. The Contractor should pay title and risk of loss or damage charges. ***Follett***

School Solutions, Inc. can comply with this request

C.5.2.10. Rush Delivery

Respondents should be able to provide Rush Delivery to Authorized Users within a 24 hour window. Explain your rush delivery capabilities in your response. **Follett School Solutions, Inc. can comply with this request. FSS uses FedEx overnight services. In stock items can be shipped next day if order is placed before noon the day of request. FedEx charges will be discussed prior to shipping via the Sales Consultant.**

Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior approval from the Authorized User). Rush delivery that occurs as a result of the Contractor's error will be free of charge.

Follett School Solutions, Inc. can comply with this request

C.5.2.11. Shipping

The State is committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Contractor of any such requirements. **Follett School Solutions, Inc. can comply with this request**

All hazardous materials should be shipped per all Federal and State regulations.

Follett School Solutions, Inc. does not ship hazardous materials.

All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice.

Follett School Solutions, Inc. can comply with this request

C.5.2.12. Return of Product

Authorized Users may return to the Contractor at the Contractor's expense any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order within 30 days of delivery. Credit for returned goods shall be made immediately once the Contractor receives the returned goods. **Follett School Solutions, Inc. can comply with this request. Please see enclosed Return Policy.**

If any product is returned to a Contractor for failure of performance, the Contractor will, at the State's discretion, refund all amounts paid to the Contractor for such product or replace the product, and the following shall apply: **Follett School Solutions, Inc. can comply with this request. Please see enclosed Return Policy.**

Within twenty (20) days of written notification by the Authorized User, the Contractor should make arrangements for the return of the product. **Follett School Solutions, Inc. can comply with this request. Please see enclosed Return Policy.**

The Contractor should bear all shipping and insurance costs. **Follett School Solutions, Inc. can comply with this request. Please see enclosed Return Policy.**

Contractor should be liable for damages to the product, unless caused by fault or negligence of the Authorized User that occur during the return process. **Follett School Solutions, Inc. can comply with this request. Please see enclosed Return Policy.**

Please describe your return policy in detail. **Follett School Solutions, Inc. can comply with this request. Please see enclosed Return Policy.**

C.5.2.13. Returns Due to User Error

Contractor should provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly-scheduled delivery time. Otherwise, Authorized Users should be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Contractor's nearest service location for such returns; no additional charges are allowed, including restocking fees. **Follett School Solutions, Inc. can comply with this request. Please see enclosed Return Policy.**

Respondent should issue a credit to Authorized User's account as soon as items have been received by the Contractor. **Follett School Solutions, Inc. can comply with this request. Please see enclosed Return Policy.**

C.5.2.14. Post-Order Customer Service

The Contractor should provide to all Authorized Users a single point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during standard business hours in the Central time zone, regardless of the time zone where Contractor is located. All service representatives should have access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, statewide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by email, fax, or phone (local or 800 number).

Karen Meehan
Inside Sales Consultant
877-899-8550 X46233
kmeehan@follett.com

C.5.2.15. Price Verification

The Contractor should be able to provide manufacturer price lists and its own list price lists at the State's request in order for the State to verify pricing. The Contractor should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Contractor records in order to identify discrepancies. If discrepancies are found, at a minimum, the Contractor will refund the State the difference and may be subject to other legal remedies. . **Follett School Solutions, Inc. can comply with this request.**

C.5.2.16. Respondents should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing. . Follett School Solutions, Inc. can comply with this request.

C.5.2.17. Quality Assurance and Warranty Guarantee

The Contractor should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over a minimum of the manufacturer's warranty period. The Contractor should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified. . **Follett School Solutions, Inc. can comply with this request.**

C.5.2.18. Notification of Back Orders . Follett School Solutions, Inc. can comply with this request.

Please describe in detail your back order notification procedures.
Your dedicated Sales Consultant will notify you of your backorders and how you want to proceed.

C.5.2.19. Receiving Procedures and Order Inspection

State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Authorized Users may identify and reconcile delivery discrepancies of quantity or quality after delivery. Product delivered will also be inspected at time of use and is subject to refusal/return for issues of quality. . **Follett School Solutions, Inc. can comply with this request.**

Any cases damaged during loading or delivery will be rejected. Contractor should replace with like or acceptable product at no charge within two business days of notice. . **Follett School Solutions, Inc. can comply with this request.**

When receiving deliveries, Authorized Users may:

Inspect each item at the time of receipt

Note any count discrepancies and visible damage on the Contractor's packing slip. Discrepancies or damages noted should be initialed by the Contractor's delivery agent **Follett School Solutions, Inc. can comply with this request**

If, upon inspection at the time of receipt, products are found to be in unacceptable condition, Authorized User may refuse delivery and note reason on delivery receipt. Contractor's delivery agent shall initial any such notes **Follett School Solutions, Inc. can comply with this request**

When satisfied that the shipment is in proper order and/or all discrepancies have been properly noted and initialed, the receiving person shall sign the Contractor's packing slip and retain a copy for their records **Follett School Solutions, Inc. can comply with this request**

Authorized Users reserve the right to reject all or part of a delivery.
Follett School Solutions, Inc. can comply with this request

Contractor should allow ample time for these procedures at each delivery location.
Follett School Solutions, Inc. can comply with this request.

C.5.2.20. Invoice Requirements

All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users.

Before payment is made, the State will verify that all invoiced charges are correct as per the Contract(s). Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be accurate, clear and complete in conformity with the instructions below. All invoices must be itemized showing:

- Contractor name
- Remit to address
- Purchase order number (or purchase method and user name, if there is no purchase order)
- Invoice Number
- Date of order/ release
- Item manufacturer's name or abbreviation (if applicable)
- Complete item description
- Unit of measure
- Quantity per UOM
- Manufacturer's product number
- Contractor's catalog and/or stock numbers
- Contract price
- Quantity shipped
- Extended prices
- Shipping charges (if applicable)
- Discounts
- Agency Name
- Purchaser name
- Account number
- Invoice total

Respondent should provide original invoice and requested number of copies to the designated accounts payable representative(s) or addresses for each Authorized User.

Each invoice should contain only those products covered by the purchase order or other purchase method designated on that invoice. Invoices that have pricing other than approved contract pricing will not be considered valid invoices. . ***Follett School Solutions, Inc. can comply with this request.***

C.5.2.21. Complaint Resolution Procedure

The Contractor should have a robust complaint resolution procedure. Please describe in detail.
Dedicated Sales Consultant will handle any complaints from beginning to end.

C.5.2.22. Catalogs

Contractor should have web based catalog(s) and deliver hard copies, CD-ROM, or electronic media copies of the most current catalog to each Authorized User upon request. Contractor should provide Contracting Officer with an electronic copy of its most recent catalog within five (5) business days of publication. The most recent catalog must be included with a Supplier's response to the RFP.
Follett School Solutions, Inc. has an online catalog that is updated daily. Follettlearning.com.

REFERENCE LISTING

Code	FIRST NAME	LAST NAME	PHONE	FAX	COMPANY	CITY	STATE	DURATION
101	Jennifer	Peterson	918-259-7725	918-251-0689	Broken Arrow PS	Broken Arrow	OK	on going
102	Ginger	Hladik	405-853-4321	405-853-4439	Hennessey	Hennessey	OK	on going
103	Trish	Glasser	918-436-2424	918-436-2437	Pecola PS		OK	on going
104	Pam	Olstad	405-735-4216	405-735-4393	Moore PS		OK	on going
105	Clara	Smart	405-366-5862	405-573-3560	Norman PS	Norman	OK	on going
106								
107								
108								
109								
110								
111								
112								
113								
114								
115								

Survey Questionnaire – State of Oklahoma

To: Jennifer Peterson Shannon Turner
(Name of person completing survey)

Phone: 918 259 7725 Fax: 918 251-0689

Subject: Past Performance Survey of: Follet - Destiny
(Name of Vendor)

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

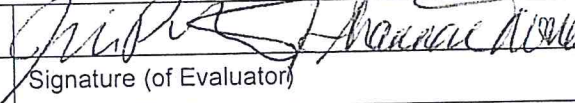
Client Name: _____
Project Name: _____

Completion
Date: _____

Past Performance Survey of:

Follet - Destiny
(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	8
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	6
3	Quality of products offered.	(1-10)	8
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	3
5	Accounts Receivable/ Invoice Operations	(1-10)	7
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	7
7	Return Policies	(1-10)	6
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	6

Jennifer Peterson/Shannon Printed Name (of Evaluator) Turner	 Signature (of Evaluator)
---	--

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

There isn't another company that offers the same services. Sales of their product was robust, however, once the product was purchased customer service was lacking.

Survey Questionnaire – State of Oklahoma

To: Ginger Hladik Hennessey Public Schools, purchasing agent
(Name of person completing survey)

Phone: 405-853-4324 Fax: 405-853-4439

Subject: Past Performance Survey of: Follett
(Name of Vendor)

The State of Oklahoma is implementing a process that collects past-performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: _____
Project Name: _____

Completion

Date: 6-21-16

Past Performance Survey of:

Follett - Karen Meehan

(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	7
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	10
3	Quality of products offered.	(1-10)	9
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls, emails)	(1-10)	9
5	Accounts Receivable/ Invoice Operations	(1-10)	8
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	9
7	Return Policies	(1-10)	NA
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	9

Ginger Hladik	Ginger Hladik
Printed Name (of Evaluator)	Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

Survey Questionnaire – State of Oklahoma

To:

Irish Glaser

(Name of person completing survey)

Phone:

918-436-2424

Fax:

918-436-2437

Subject: Past Performance Survey of:

Follett

(Name of Vendor)

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name:

Completion

Project Name:

Date:

Past Performance Survey of:

Follett
(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	9
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	10
3	Quality of products offered.	(1-10)	9
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	9
5	Accounts Receivable/ Invoice Operations	(1-10)	9
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	9
7	Return Policies	(1-10)	9
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	9

<u>Trish Glaser</u>		<u>Trish Glaser</u>
Printed Name (of Evaluator)		Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

Survey Questionnaire – State of OklahomaTo: Pam Olstad*(Name of person completing survey)*Phone: 405-735-4216Fax: 405-735-4393

Subject: Past Performance Survey of:

Follet School Solutions*(Name of Vendor)*

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: Moore Public Schools

Completion

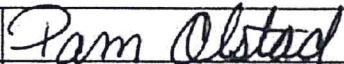
Project Name: Instructional MaterialsDate: 6/21/2016

Past Performance Survey of:

Follett School Solutions

(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	9
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	10
3	Quality of products offered.	(1-10)	10
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	10
5	Accounts Receivable/ Invoice Operations	(1-10)	10
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	10
7	Return Policies	(1-10)	10
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	10

Pam Olstad	
Printed Name (of Evaluator)	Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

The customer service reps have always been very helpful in getting materials need.

Survey Questionnaire – State of Oklahoma

To: CLARA Smart Textbook Secretary
(Name of person completing survey)

Phone: 405-366-5862 Fax: 405-573-3560

Subject: Past Performance Survey of: Follett
(Name of Vendor)

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various services. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: _____ Completion _____
Project Name: _____ Date: _____

Past Performance Survey of:

Follett

(Name of Vendor)

NO	CRITERIA	Scale	Score
1	Ability to provide a wide selection of products.	(1-10)	10
2	Ability to maintain schedule (delivery as scheduled, or quoted)	(1-10)	10
3	Quality of products offered.	(1-10)	9
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls , emails)	(1-10)	9
5	Accounts Receivable/ Invoice Operations	(1-10)	9
6	Communication, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	9
7	Return Policies	(1-10)	9
8	Overall customer satisfaction and comfort level in hiring vendor again	(1-10)	10

<u>Clara Smart</u>		<u>Clara Smart</u>
Printed Name (of Evaluator)		Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

Please list any additional comments you may have in the space provided below.

ATTACHMENT C - BID SHEET

Vendor Name:

Follett School Solutions, Inc.

BOOKS CATEGORIES	Responding (Yes/No)	% Discount off List	Additional Comments/Bulk Discounts/Prompt Payment Discounts
GENERAL, DOMESTIC	Yes	Up to 45%	Follett School Solutions, Inc. online catalog. prices reflect up to 45% discount for trade, paperback & eBooks, FollettBoundSM Platinum books, up to 30% for library binding, and up to 40% for general reference.
ENCYCLOPEDIA, DOMESTIC	No		
LEGAL PUBLICATIONS, LAW BOOKS, DOMESTIC	No		
MEDICAL BOOKS, DOMESTIC	No		
MULTI-MEDIA PRODUCTS, RECORDED PUBLICATION MATERIALS	Yes	0% Additional Discount	Follett School Solutions, Inc. offers Playaway [®] Digital Audiobooks, Catalyst [™] Digital downloadable audio books, Playaway View pre-loaded video players, MP3-CDs, DVDs, Blu-Ray Disc [™] DVDs, CDs, Read-Along Kits, and Audiocassette titles.
PERIODICAL AND OTHER SERIAL SUBSCRIPTIONS, DOMESTIC	No		
REFERENCE, DOMESTIC	Yes	Up to 45%	Additional discounts are available on quantity purchases of the same FollettBoundSM Platinum title. These additional quantity discounts are: 1% off the sell price for 1-49 copies 2% off the sell price for 50-99 copies 3% off the sell price for 100-249 copies 4% off the sell price for 250-499 copies 5% off the sell price for 500+ copies
SCIENTIFIC, DOMESTIC	Yes	Pre-Owned Textbooks Up to 75% off Publisher net prices	You can buy two to three pre-owned textbooks for the cost of one new. Follett School Solutions, Inc. has been the leading provider of quality pre-owned textbooks to K-12 schools and districts (the same textbooks you would otherwise buy brand new from publishers at substantially higher prices).
TECHNICAL, DOMESTIC	Yes	Pre-Owned Textbooks Up to 75% off Publisher net prices	You can buy two to three pre-owned textbooks for the cost of one new. Follett School Solutions, Inc. has been the leading provider of quality pre-owned textbooks to K-12 schools and districts (the same textbooks you would otherwise buy brand new from publishers at substantially higher prices).
TEXTBOOKS, DOMESTIC	Yes	Pre-Owned Textbooks Up to 75% off Publisher net prices	You can buy two to three pre-owned textbooks for the cost of one new. Follett School Solutions, Inc. has been the leading provider of quality pre-owned textbooks to K-12 schools and districts (the same textbooks you would otherwise buy brand new from publishers at substantially higher prices).
TRADE BOOKS, DOMESTIC	Yes	Up to 45%	Follett School Solutions, Inc. online catalog. prices reflect up to 45% discount for trade, paperback & eBooks, FollettBoundSM Platinum books, up to 30% for library binding, and up to 40% for general reference.