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AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. ☒ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. ☒ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "***NO"*** to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"
b. Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Barnes & Noble Booksellers, Inc

Address 33 East 17th St, Business Development
City, State, Zip New York, NY 10003

Name of Authorized Agent Tracy Vidakovich Title VP, Business Development
SIGNATURE _____ Date 9/12/2023

Certification 46508

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2022 to 15-AUG-2025

BARNES & NOBLE BOOKSELLERS, INC.
33 EAST 17TH ST
NEW YORK NY 10003

ELIZABETH MAHER MUOIO
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company Barnes & Noble Booksellers, Inc Name Tracy Vidakovich

Signature _____ Title VP, Business Development

Date: 9/12/2023

ASSURANCE OF COMPLIANCE

Contact with Students
There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement
When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement
When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements
When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company Barnes & Noble Booksellers, Inc

Name of Authorized Representative Tracy Vidakovich, VP, Business Development
Signature _____ Date 9/12/2023

(Revised: January, 2016)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Barnes & Noble Booksellers, Inc Name Tracy Vidakovich

Signature _____ Title VP, Business Development

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Barnes & Noble Booksellers, Inc (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Barnes & Noble Booksellers, Inc (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Tracy Vidakovich

Signature _____ Title VP, Business Development

Business Entity Barnes & Noble Booksellers, Inc

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	Barnes & Noble Booksellers, Inc

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☒	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Tracy Vidakovich	**Title**	VP, Business Development
Signature		**Date**	9/12/2023

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ New York
Specify, of other

COUNTY OF New York

I, Tracy Vidakovich **of the (City, Town, Borough)**

of New York **State of** New York **of full age,**

being duly sworn according to law on my oath depose and say that:

I am VP, Business Development **of the firm**

of Barnes & Noble Booksellers, Inc **the Bidder**

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: Barnes & Noble Booksellers, Inc
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Barnes & Noble Booksellers, Inc

Organization Address: 33 East 17th St, Business Development

City, State, ZIP: New York, NY 10003

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Tracy Vidakovich	Title:	VP, Business Development
Signature:		Date:	9/12/2023

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BARNES & NOBILE BOOKSELLERS, INC
Trade Name:	
Address:	33 E 17TH STREET NEW YORK, NY 10003
Certificate Number:	1206769
Effective Date:	January 23, 2006
Date of Issuance:	July 12, 2023

For Office Use Only:

20230712140258852

Part D - Questionnaire

AEPA 024-C
Digital Resources & Instructional Materials

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Part D – Questionnaire – Name of Company***".
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Company":

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: Barnes & Noble Booksellers, Inc

Company Address: 33 East 17th St, Business Development

City, State, zip code: New York, NY 10003

Website: https://classwork.barnesandnoble.com/

Contact Person: Jessica Pelzer

Title: RFP/Contract Analyst

Phone: (212) 414-6001

Email: bdevelopmentbids@bn.com

Background

Note: *Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.*

This business is a: _____ **public company** X **privately owned company**

In what year was this business started under its present name? 1986

Under what additional, or, former name(s) has your business operated? N/A

Is this business a corporation? _____ **No** X **Yes. If yes, complete the following:**

Date of Incorporation: 10/26/1986

State of Incorporation: Delaware

Name of President: James Daunt

Name(s) of Vice President(s): Jackie De Leo

Name of Treasurer: Allen Lindstrom

Name of Secretary:

Is this business a partnership? X **No** _____ **Yes. If yes, complete the following:**

Date of Partnership:

State Founded:

Type of Partnership, if applicable:

Name(s) of General Partner(s):

Is this business individually owned? X **No** _____ **Yes. If yes, complete the following:**

Date of Purchase:

State Founded:

Name of Owner/Operator:

Is this business different from those identified above? X **No** _____ **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? ___X___ **No** _____ **Yes**

Is this business minority-owned? ___X___ **No** _____ **Yes**

Does this business have an Affirmative Action plan/statement? _____ **No** ___X___ **Yes**

Business Headquarter Location

Business Address	33 East 17th St, Business Development
City, State, zip code	New York, NY 10003
Phone	(212) 414-6001
How long at this address?	2 years

Business Branch Location(s)

Branch Address	600+ Stores Nationwide; list provided upon request
City, State, zip code	
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	20XX	20XX	20XX YTD
K-12 (public & private), Educational Service Agencies	Data is proprietary		
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	20XX	20XX	20XX YTD
K-12 (public & private), Educational Service Agencies	Data is proprietary		
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Jessica Pelzer	RFP/Contract Analyst	(212) 414-6001	bdevelopmentbids@bn.om
Sales Manager	Joey Theriot & Melissa Willits	Regional Business Development Manager	(917) 273-6065 (917) 593-9392	jtheriot@bn.com mwillits@bn.com
Marketing Manager				
Customer & Support Manager	Joey Theriot & Melissa Willits	Regional Business Development Manager	(917) 273-6065 (917) 593-9392	jtheriot@bn.com mwillits@bn.com
Distributors, Dealers, Installers, Sales Reps	Business Development Managers			
Consultants & Trainers	Joey Theriot & Melissa Willits	Regional Business Development Manager	(917) 273-6065 (917) 593-9392	jtheriot@bn.com mwillits@bn.com
Technical, Maintenance & Support Services	Business Development Managers			
Quotes, Invoicing & Payments	Business Development Managers/ Store Team			
Warranty & After the Sale	Business Development Managers			
Financial Manager	Seth Rind	A/R Manager	(732) 656-7267	srind@bn.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
82 Sales Reps Nationwide; list provided upon request		

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Our Business Development Managers and Booksellers are well-trained in our products and services and have many years' experience serving the educational, governmental and non-profit sectors in communities nationwide. Support with quotes, purchase orders and customer assistance will be provided by our Business Development Manager, Store Managers and Booksellers as well as our home office team with billing and reporting.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.
Barnes & Noble Business Development Team is nationwide with over 600 stores and Business Development Teams in every state to assist with any requests for this contract and with its members.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.
Barnes & Noble offers the following products: Books, eBooks, Audio Books, Music, DVD/Blu-ray, Educational Toys & Games, STEM & STEAM Products. Services Barnes & Noble offer include our excellent customer service experience, recommended title lists, and &Classwork – our educator portal for online orders made for educators.

Vendor can provide a District, Building, Classroom, Student/Staff, device, or other licensing option (Please indicate which pricing models you can offer).
Barnes & Noble offers the following tiered discounting on discountable books; 20% on purchases up to $1,000, 30% on purchases from $1,000 to $5,000 and a 35% discount on purchases over $5,000. Tiered discounting excludes textbooks, reference, technical books, eBooks & all non-book items; please partner with your Business Development Manager to inquire what discounting these items may be eligible for.

Explain how your company is working to meet 508 accessibility and/or W3C standards and is suitable for teachers and students of all abilities.
Not Applicable

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.
Barnes & Noble has two regional distribution centers along with over 600+ stores nationwide for order fulfillment for AEPA members.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Distribution Center	Monroe	New Jersey
Distribution Center	Reno	Nevada

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.
Not Applicable

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if

applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.
Not Applicable

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
Not Applicable

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.
Not Applicable

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.
Not Applicable

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Not Applicable			

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.
Barnes & Noble's Business Development Team markets directly to our customers via email, phone, social media and in-person meetings. We communicate new products and tools to our educators. Our Business Development Managers provide streamlined and branded information to keep our communications consistent and accurate. Barnes and Noble has the ability to participate in many small, and large-scale events, most recently at the Texas Library Association which took place earlier this year.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.
If awarded this contract, Barnes& Noble will communicate to participating agencies the value they will gain when partnering with a leader in the education field and largest bookseller in the world. We will provide our top-notch customer service and provide agencies access to the products and services we offer.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

If awarded this contract, Barnes and Noble will communicate to all APEA Member Agencies the value they will gain when partnering with a leader in the education field and largest bookseller in the world. We will provide our top-notch customer service and provide agencies access to the products and services we offer to successfully launch this cooperative partnership.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Not Applicable

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Not Applicable

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Not Applicable

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

Not Applicable

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Book Fairs – is an in-store fundraising event for schools. Online shopping extends your bookfair and helps you reach supporters anywhere and everywhere. Please contact your business development managers to connect with the store team assist in setting up a book fair. &Classwork – A curated portal for Institutional Account purchases. A new platform educators and administrators can rely on to access an extensive selection of top selling books and materials, bringing the ease of browsing a Barnes & Noble bookcase to your schools and classrooms. Our local Business Development Manager will assist all members in their set up into &Classwork

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a pubic agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

&Classwork by Barnes & Noble can be in punch out sites via cXML and integrates with agencies ERP (Oracle, Equal Level, Skyward, SAP, etc) systems. Barnes & Noble is a privately own company and will need further information in order to provide sales details and proprietary information

Disclosures

Legal: Does this business have actions currently filed against it?	X	**No**		**Yes**

If **Yes, <u>AN ATTACHMENT IS REQUIRED</u>:** List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Please see				
2. attached				
3. references				
4.				
5.				

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	X
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Undecided	X	X	X
Washington	Yes	X	X	X
West Virginia	Undecided	X	X	X
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	X

e-Commerce: Does this business have an e-commerce website? ____ **No** X **Yes**

If YES, what is the website? https://classwork.barnesandnoble.com/

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? ____ **No** X **Yes**

Does this business have a toll-free customers support phone option? ____ **No** X **Yes**

If yes to a toll-free customer support phone, is it 24 hour?		**No**	X	**Yes**
Does this business offer local customer and support service options?		**No**	X	**Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Barnes & Noble utilizes numerous delivery companies and will work to satisfy all requests for delivery times and expedited delivery requests (additional charges may occur with expedited shipping requests).

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
Barnes & Noble Sale Representatives communicate directly to our customers when we receive notice from publishers of any backorders or delays. Our inventory teams work with the publishers to request stock of high-demand titles. Our online ordering system offers real time inventory stock to avoid any surprises and provide detail of items that are in stock. If any titles are on backorder, we communicate the expected in-stock date and offer to recommend a replacement if needed.

Describe your company's payment terms as well as any quick pay discounts.
Barnes & Noble offers Net 30 payment terms with approved institutional accounts; there are no quick pay discounts offered.

State your company's return policy and any applicable restocking fees.
Purchases are non-returnable. However, should your product arrive damaged or defective, please reach out to your local Business Development Manager within 30 days of purchase.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
&Classwork – A curated portal for Institutional Account purchases. A new platform educators and administrators can rely on to access an extensive selection of top selling books and materials, bringing the ease of browsing a Barnes & Noble bookcase to your schools and classrooms. Shipping through &Classwork is 3 to 5 business days. Our local Business Development Manager will assist all members in their set up into &Classwork

Pricing

Is your pricing methodology guaranteed for the term of the contract?		**No**	X	**Yes**
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	X	**No**		**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	**No**		**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?		**No**	X	**Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?		**No**	X	**Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).
Please see the attached list

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?
If awarded this contract, Barnes and Noble will communicate to participating customers the value they will gain when partnering with a leader in the education field and largest bookseller in the world. We will provide our top-notch customer service and provide customers access to the products and services we offer.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes **ALL** (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
Not Applicable

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	

4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

X	**No**, this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes, this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
X	**Yes**, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	**Specification (describe)**	**Details of Deviation**
9	Catalog/Customized Price Lists	Barnes & Noble does not have a physical catalog that members may view. Please refer to our website for full listing: www.bn.com and/or our educator portal with our most current and up to date status of stock.

Part E – Signature Forms

AEPA 024-C
Digital Resources & Instructional Materials

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled ***"Part E – Signature Forms – Name of Bidding Company"*** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – ****signature required***
Bid Affidavit – ****signature required***
Acceptance of Bid & Contract Award – ****signature required***

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of $2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	Yes, I agree	TV
2. Termination for Cause of Convenience	Yes, I agree	TV
3. Equal Employment Opportunity	Yes, I agree	TV
4. Davis-Bacon Act	Yes, I agree	TV
5. Contract Work Hours and Safety Standards Act	Yes, I agree	TV
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	TV
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	TV
8. Debarment and Suspension	Yes, I agree	TV
9. Byrd Anti-Lobbying Amendment	Yes, I agree	TV
10. Procurement of Recovered Materials	Yes, I agree	TV
11. Profit as a Separate Element of Price	Yes, I agree	TV
12. General Compliance with Participating Agencies	Yes, I agree	TV
13. Governing Law; Forum Selection.	Yes, I agree	TV

Barnes & Noble Booksellers, Inc

Name of Business

Tracy Vidakovich Digitally signed by Tracy Vidakovich Date: 2023.09.12 10:10:32 -05'00'

Signature of Authorized Representative

Tracy Vidakovich, VP, Business Development

Printed Name

9/12/2023

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the ***Member Agency***, or any employee thereof, or any person, business or corporation under contract with the ***Member Agency*** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the ***Member Agency***, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the ***Member Agency***, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Tracy Vidakovich	33 East 17th St, Business Development
Authorized Representative (Please print or type)	Mailing Address
VP, Business Development	New York, NY 10003
Title (Please print or type)	City, State, Zip
Tracy Vidakovich Digitally signed by Tracy Vidakovich Date: 2023.09.12 10:09:54 -05'00'	9/12/2023
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Barnes & Noble Booksellers, Inc	**Date**	9/12/2023
Address	33 East 17th St, Business Development	**City, State Zip**	New York, NY 10003
Contact Person	Jessica Pelzer	**Title**	RFP/Contract Analyst
Authorized Signature	Tracy Vidakovich Digitally signed by Tracy Vidakovich Date: 2023.09.12 10:09:26 -05'00'	**Title**	VP, Business Development
Email	bdevelopmentbids@bn.com	**Phone**	(212) 414-6001

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2025 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2024	**Or**

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their ***specified/required format***, by the due date and time listed for this solicitation. ***Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.*** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – ***Name of Responding Company***	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – ***Name of Responding Company*** Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
	Part E – Signature Forms – ***Name of Responding Company*** Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – ***Name of Responding Company***	Excel Workbook	**Required.**
	Price List and/or Catalog – ***Name of Responding Company***	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – ***Name of Responding Company***	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created

BARNES & NOBLE

Barnes & Noble response to Digital Resources & Instructional Materials 024-C

Due: September 12, 2023

BARNES & NOBLE

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Appendices

- Certificate of Insurance
- W-9

BARNES & NOBLE

September 12, 2023

VIA ELECTRONIC
Association of Educational Purchasing Agencies
1600 Lamar St,
Houston, TX 77010

Re: Digital Resources & instructional Materials 024-C

Dear Bid Committee,

Thank you for extending the opportunity to participate in the bidding process for Digital Resources & Instructional Materials.

We have over 80 dedicated Barnes & Noble project managers and over 600 stores nationwide that will be supporting members in all 29 states that you are located with your purchases of Digital Resources & instructional Materials and will work with all members to curate book lists for students, teachers and librarians. Along with our home office staff to support the reporting, marketing and as a learning and training resource.

Our Business Development Mangers will also introduce your members to our new procurement portal, *&Classwor*k, where availability of books can be viewed in real-time, quotes can be built and requested, and purchase orders processed.

Barnes & Noble Offer

- Access to our online ordering portal *&CLASSWORK*
- Access to our PunchOut Catalog
- 20% discount on orders up to $999.99
- Bulk Order Discounts: 30% discount on orders $1,000.00-$4,999.99; and 35% discount on orders over $5,000.00
- Tiered discounting excludes textbooks, reference, technical books, eBooks & all non-book items; please partner with your Business Development Manager to inquire what discounting these items may be eligible for.

We look forward to working with the Association of Educational Purchasing Agencies and hope to hear from you soon.

Thank you.

Business Development Team
(O): 212-414-6001
(F): 832-442-3035

Bids & Proposals
bdevelopmentbids@bn.com
BARNES & NOBLE

Barnes & Noble, Inc.
33 East 17th Street, New York, NY 10003
https://www.barnesandnoble.com/
https://classwork.barnesandnoble.com/

&CLASSWORK BY BARNES&NOBLE

About Us

Executive Summary

Barnes & Noble, Inc., one of the nation's largest booksellers, operates over 600 bookstores in 50 states, and maintains an eCommerce site, develops digital reading products, and operates NOOK, one of the largest digital bookstores.

Barnes & Noble's principal business is the sale of trade books (generally, hardcover, and paperback titles), mass market paperbacks (such as mystery, romance, science fiction and other popular fiction), children's books, eBooks and other digital content, NOOK® and related accessories, bargain books, magazines, gifts, café products and services, educational toys & games, music, and movies direct to customers through our bookstores or on www.barnesandnoble.com. Barnes & Noble owns its own publishing company, Union Square & Co., formerly Sterling Publishing.

Barnes & Noble employs approximately 22,000 employees.

Barnes & Noble has dual distribution centers. The larger of the two air-conditioned facilities is a 1.4 million-square-foot facility located in Monroe, NJ. The second is on the West Coast in Reno, Nevada.

In August of 2019, Barnes & Noble was acquired by Elliott Advisors (UK) Limited ("Elliott") and taken private. Elliott's acquisition of Barnes & Noble followed its June 2018 acquisition of Waterstones, the largest retail bookseller in the United Kingdom. James Daunt, Managing Director of Waterstones, was appointed CEO of Barnes & Noble, Inc. and its subsidiaries.

Service Proposal Snapshot

- Products Offered: Books (children's books, classroom books, board books, library books, instructional materials, professional development), eBooks, Audio Books, Music & Movies, Educational Toys & Games, STEM & STEAM Products.
- Order Processing: Purchase orders may be processed using our procurement portal, *&CLASSWORK.* Availability and discounting may be viewed in real time. Administrators and teachers may create baskets and request quotes seamlessly. Your project manager will also be available to review quotes and purchase orders and follow up with requestors to confirm receipt and delivery.
- Qualifications: Barnes & Noble currently works with numerous K-12 school districts to fulfill their book needs. We have several State and City contracts furnishing published products. Please feel free to reach out to our listed references for past and present project details.
- Supplemental Services Offered: Your Business Development Manager, and local store can support requests for labeling and sorting classroom books by grade and classroom (at an additional fee). They will also work together to curate lists of popular and age-appropriate inclusive and diverse titles.

Dedicated Barnes & Noble Team

Your dedicated Barnes & Noble Team includes over 80 Business Development Managers and Multi-Regional Business Development Manager, Joey Theriot & Melissa Willits,

Our Business Development Managers and Store Business Development Teams will serve as your local, key, and single point of contact to help with quotes, purchase orders, to support the needs of the Association of Educational Purchasing Agencies and all your members and streamline response times.

Our corporate business development department in New York City is also available to assist the Association of Educational Purchasing Agencies with future RFPs, contracts, and renewals.

Jessica Pelzer Contracts/RFP Analyst T: (212) 414-6001 E: jpelzer@bn.com	**Melissa Willits** Multi-Regional Business Development Mgr. T: (917) 593-9392 E: mwillits@bn.com	**Joey Theriot** Multi-Regional Business Development Mgr. T: (917) 273-6065 E: jtheriot@bn.com
Bethany Kemper Regional Assistant, Midwest **Brian Shapuras** Regional Assistant, South **Deena Chihlas** Regional Assistant, East **Tracey Sayler** Regional Assistant, West	**Barnes & Noble, Inc.** Corporate Office 33 East 17th Street Business Development Department New York, NY 10003 T: (212) 414-6001 E: bdevelopmentbids@bn.com 80+ Business Development Managers 600+ Stores Nationwide 2 Distribution Centers (Monroe, NJ & Reno, NV)	**Remit address:** Barnes & Noble, Inc. Attn: Accounts Receivable P.O. Box 930455 Atlanta, GA 31193 Rosiland Murphy, New Accounts & Payments Kathleen Ronan, A/R Representative T: 732-656-2500 E: accountsreceivablebn@bn.com

BARNES & NOBLE

Added Value Services

a. *&CLASSWORK* is our secure procurement portal where authorized user(s) will have the opportunity to place orders, approve orders, view pricing, discounting, and availability in real time. We accept electronically transmitted orders with payment via purchase order, credit card or p-card.

b. PunchOut Catalog (web-based catalog) – Our new PunchOut system allows you to access our website from your school/organization's own procurement application.

Products & Order Processing

- Audiobooks
- CDs
- DVDs
- eBooks
- Educational Toys & Games
- Gift Products and Gift Cards
- NOOK eReaders & Tablets
- Published Books (paperback and hardcover)

a. Backorder Notification Procedure – Notification of backordered titles will be communicated to you by the business development manager via email and/or phone.

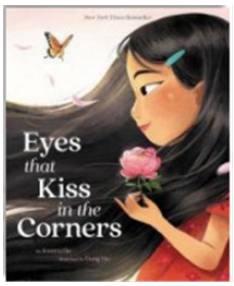
b. Delivery – Orders can be received within seven (7) business days after receipt of order contingent upon availability at our distribution centers.

c. Complaint Resolution – If there is an issue with your order or quality of customer service, please contact the Regional Development Manager.

d. Invoicing and Payments – Invoices are sent at time of delivery of goods. 0% Net 30 Days – no additional discount for early payments. Payments can be received by credit card, P-Card, EFT, and checks.

e. Returns – Purchases are non-returnable. However, should your product arrive damaged or defective, please reach out to your local Business Development Manager. Whenever possible, we will issue refunds back to the method of payment used at the time of order placement.

State Contracts

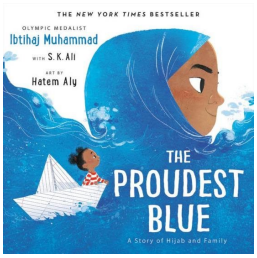


State of Florida

- ACS #55000000-20-NY-ACS Books & Non-Print Library Materials
- Serves all state, city and local entities including schools, libraries, and government entities
- Term: renewed through August 31, 2027
- Value: $7M annual spending
- Contract Manager: Thomas Bower, T: 850-488-6904 |E: thomas.bower@dms.fl.gov

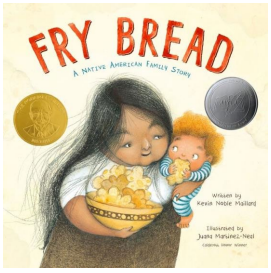
State of Louisiana

- 4400022089 Library Materials & Services
- Serves State Libraries of Louisiana and all eligible libraries, all State, city, and local entities
- Term: 6/1/2021-5/31/2024
- Contract Manager: Kathleen Doring, T: 225-342-5522 |E: Kathleen.doring@la.gov



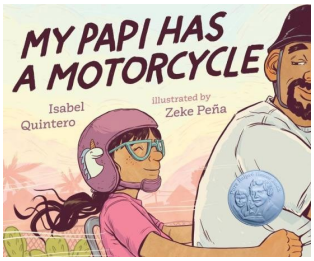
State of Michigan - The Library Network

- Michigan Statewide Contracts and Approved Vendor List for Provision of Library Materials
- Serves all state, city, and local libraries
- Term: 10/1/2021-9/30/2024
- Contract Manager: Jim Flury, T: 248-536-3100 x. 133 |E: jflury@tln.lib.mi.us



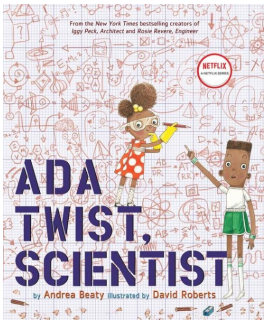
State of Missouri

- CC201852003 Statewide Books and Materials (Qualified Vendors List, Formal)
- Serves various State Agencies located throughout the State of Missouri
- Term: May 2, 2020-May 30, 2023
- Contract Manager: Terri Schulte, T: 573- 522-3296 |E: teri.schulte@oa.mo.gov



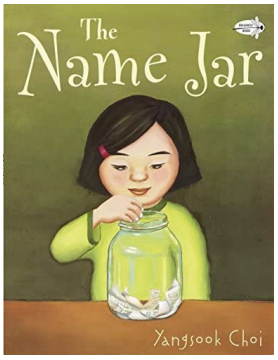
State of New Mexico

- 90-000-19-00032 Library Materials Statewide Agreement
- Serves all state, city, and local entities
- Term: 8/5/2019-7/31/2023
- Contract Manager: Yuliastuti Walundari, T: 505-827-0485 |E: Yuliastuti.Wulandari@state.nm.us



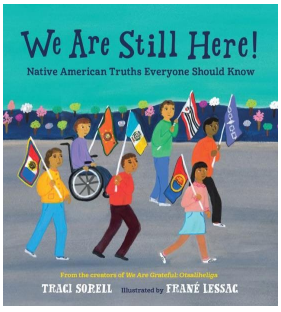
State of New York

- PC66998 Books & Non-Print Library Materials & Related Ancillary Services
- Serves all state, city and local entities including the largest school system in the US, NYC DOE
- Term: entered in 2015 and renewed through August 31, 2027
- Value: $5M annual spending
- Contract Manager: Christa Lee, T: 518-473-7227 | E: christa.lee@ogs.ny.gov



New York City Department of Education

- B3464 Choral & Instrumental Sheet Music
- Serves all NYC Department of Education schools
- Term: July 1, 2022-June 30, 2027
- Value: $31,250.00
- Contract Manager: Steven Ladolcetta, T: 718-935-3761 | E: sladolc@schools.nyc.gov



State of Oklahoma

- SW0012 Books, Periodicals, Multi-Media, and Other Publications
- Serves all state agencies, cities, counties, school districts and other municipalities
- Term: 9/1/2021-8/31/2026
- Contract Manager: Cini Zacharia, (405) 522-9078, E: cini.zacharia@omes.ok.gov

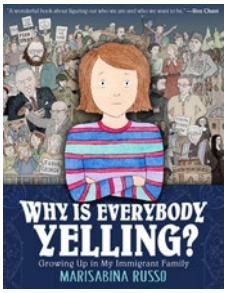
State of Utah

- GJ20-14 Educational Toys and Games, School Supplies and Curriculum Materials
- Serves all state, city, and local entities
- Term: 6/1/2020-6/30/2023
- Contract Manager: Garrett K. Johnston, T: 801-957-7135 | E: gkjohnston@utah.gov

BARNES & NOBLE

Cooperative Contracts

Customers should contact the Cooperative contract managers to become members and take advantage of the vast offerings and discounts.



BuyBoard Cooperative, National

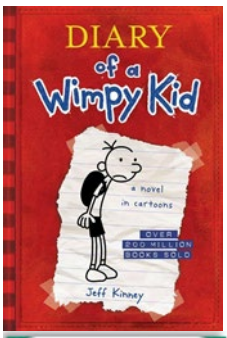
- 573-18 Instructional Materials, Classroom Teaching Supplies & Equipment – Term: November 1, 2018-October 31, 2024
- 609-20 Library Books, Used Books, and other Books – June 1, 2020-May 31, 2024
- Contract Manager: Gina Montoya, T: 800-695-2919 |E: gina.montoya@tasb.org

Cooperative Purchasing Connection, Minnesota, and Dakotas

- 21.4 Instructional Materials & Classroom Supplies
- Serves all state, city, and local entities in Minnesota, North & South Dakota
- Term: October 1, 2020-September 30, 2023
- Contract Manager: Lisa M. Traux, T: 218.737.6535|E: ltruax@lcsc.org

Connecticut Library Consortium, Connecticut Libraries

- S103 Library Supplies, Archival Supplies, Maker & STEAM Equipment and Materials
- Term: January 1, 2021-December 31, 2026
- Contact: Jacqueline Cashin, T: (860) 740-3046 | E: jcashin@ctlibrarians.org

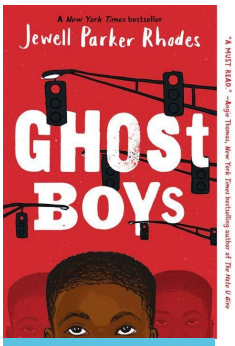


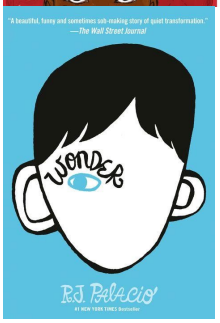
Choice Partners National Purchasing Cooperative

- 20/032KN Instructional Resources, Textbooks & Related Items
- Term: July 15, 2020-July 14, 2024
- Contact: Steve Gibson, T: (713) 681-6052 | E: steve@choicepartners.org

ESC 8 The Interlocal Purchasing System (TIPS), Texas

- 21-301 Academic Curriculum, Instructional Materials – Term: May 25, 2018-May 31, 2024
- 20-0903 Books & Library and Educational Materials – Term: November 15, 2017-November 20, 2023
- 20-0805 Science Equipment and Supplies – Term: May 1, 2021-October 31, 2023





ESC 19 Allied State Purchasing Cooperatives, Texas

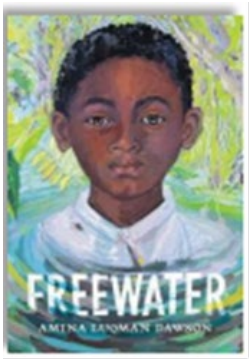
- 19-7335 Classroom Curriculum, Supplies, Equipment & Related Items
- Term: July 31, 2019-July 31, 2024
- Contact: Elizabeth Moreno, T: (915) 780-5032 |E: ascaccounting@esc19.net

ESC 20 2013 Purchasing Cooperative, Texas

- 21-030 Instructional Supplies
- Term: November 1, 2019-October 31, 2023
- Contact: James Metzger, T: (210) 370-5204

Lancaster-Lebanon Intermediate Unit 13 (IU13) Cooperative, Pennsylvania

- Books & Textbooks
- Contact: Andrew Will, T: (717) 606-1615| E: Andrew_will@IU13.org



Mohave, Arizona Cooperative Purchasing

- 20L-B&N2-0206 Library Books & Related Materials, eReaders, Periodicals, and Database Subscriptions
- Serves all state, city and local entities including schools, libraries and government
- Term: May 18, 2018-April 30, 2024
- Contract Manager: Aracely Rivas, T: 928-718-3226|E: aracely@mesc.org

BARNES & NOBLE

References

Organization Name	Contract Manager	Contract Name
Atlantic County Government	Palma Conover, T: (609) 343-2268 E: Conover_Palma@aclink.org 1333 Atlantic Avenue, Atlantic City, NJ 08401	AC02406 Furnishing and Delivery Library Goods & Services – Value: $700,000.00, Term: 3/1/2021-2/28/2022
Clear Creek ISD	Stephanie Dujanovic, T: (281) 284-0213 E: sdujanov@ccisd.net 2425 East Main Street, League City, TX 77573	2019-601Instructional Materials & Teaching Supplies – Value: $6.3M Term: 9/1/2020-8/31/2020
Collier County Public Schools	T: (239) 377-0047 E: purchasing@collierschools.com 5775 Osceola Trail, Naples, FL 34109	20-054 Classroom Supplies & Equipment Catalog Discount – Value: $11,250,000, Term: 7/1/20-6/30/22
Connecticut Library Consortium	Jacqueline Cashin, T: 860.740.3046 E: jcashin@ctlibrarians.org 234 Court St, Middletown, CT 06457	S103 Library Supplies, Archival Supplies, Maker and Steam Equipment and Materials, Term: 1/1/2021-12/31/2023
Cypress Fairbanks ISD	Severin Castro, Dir. of Purch. T: (281) 897-4100 10300 Jones Road, Houston, TX 77065	18-05-4420 Instructional Materials, Textbooks, eBooks – Value: $8M, Term: 5/1/18-4/30/19
Davis School District	Joan Tuttle, Sr. Buyer T: 804.402.5261 E: jtuttle@dsdmail.net 45 E. State St, PO Box 588 Farmington, UT 84025-0588	Library Books, Magazines, Audiobooks, Classroom books, Classroom Libraries Term: 4/1/18-3/31/23 – Value: $100,000
Harmony Public Schools	Dr. Mehmet Bayar, T: (713) 343-3333 x 2581 9321 W Sam Houston Pkwy S Houston, TX 77099 E: purchasing@harmonytx.org	Classroom Library sets for K-12 Largest charter management organization in Texas with 48 campuses, enrolling 40,000+ students Value: $1M+ one-time purchase
Lafayette Parish School System	Lee Francis, T: (337) 521-7329 E: slfrancis@lpssonline.com PO Drawer 2158, Lafayette, LA 70502	55-18 Elementary and Middle School Robotics – Value: $231,609.40, Term: 2/18/18-6/30/18
Newark Public Schools	Chantal Scott, T: 973-733-7333 E: c3scott@nps.k12.nj.us 765 Broad Street, Newark, NJ 07102	#5119 Reading & Instructional Materials Value: $360,000.00; on-going purchases as of March 1, 2020
Omaha Public Schools	Yvonne Schuster, T: (531) 299-9840 E: Yvonne.schuster@ops.com 3215 Cuming Street, Omaha, NE 68131	20-045 Supplemental Books/Classroom Library Collection – Value: $2.7M one-time purchase
The Fayette County Board of Education (Kentucky)	Matthew Moore, T: 859-381-3885 E: matthew.moore@fayette.kyschools.us 1126 Russell Cave Road, Lexington, KY 40505	03-20 Books Non-Library Catalog Discount, Term: 3/1/2020-2/ 28/2021
Warren Township HS District 121	Dr. Michael Engel, T: (847) 548-7055 E: mengel@wths.net 34090 N. Almond Road, Gurnee, IL 60031	Paperback Books Estimated contract value: $97,256.06

Albuquerque Public Schools	Kelly Lee, Junior Buyer T: (505) 880-3700 E: Lee_k@aps.edu 6400 Uptown Blvd. NE Albuquerque NM 87110	21-064KL Books from Distributor/Re-sellers/Publishers, Contract Value: $3M
Arizona Department of Ed.	Kellie J Banas, Procurement Specialist T: (602) 542-4235, E: Kellie.Banas@azed.gov 1535 W Jefferson St, Phoenix, AZ 85007	CTR054559 Books, Textbooks and Other Publications, Term: April 1, 2021 Contract Value: 100,000.00
Gwinnett County Public Schools	Stephanie Maddox, Buyer E: Stephanie_maddox@gwinnett.k12.ga.us T: (678) 301-6298 437 Old Peachtree Rd. NW, Suwanee, GA 30024	B-2109AG Instructional Materials Catalog Discount, Term: January 1, 2021-December 31, 2021 Contract Value: $500,000.00
Hamilton County Department of Education	Denise Ellison T: (423) 498-7030 Hamilton County Department of Education 3074 Hickory Valley Road Chattanooga, TN 37421	22-01 Yearly Contract for Instructional, Library Materials & Supplies for 2021-22SY, Term: July 1, 2021-June 30, 2022 Contract Value: on-going purchases
Lynchburg City Schools	Matt Marsteller, Contract Specialist 900 Church Street, Lynchburg, VA 24504 T: 434-455-4233 E: matthew.marsteller@lynchburgva.gov	Term: June 1, 2021-June 30, 2022 Intitial Contract Value: $6,000.00 Contract Value: on-going purchases
Orange County Sheriff's Dept.	Desiree Lopez, T: 714-834-2360 E: djlopez@ocsd.org 350 N Flower Street, Santa Ana, CA 92703	Law Enforcement Books for Training Term: 9/18/19-8/31/24 – Value: $86,349.00
Massachusetts State Police	Dianne Miller, Program Coordinator III T: (508) 820-2143, E: dianne.miller@state.ma.us Massachusetts State Police 470 Worcester Road, Framingham, MA 01702	SP21-BOOKS-T66 Providing law enforcement reference and training materials – Value: on-going purchases Term: March 1, 2021-March 31, 2023
Ouachita Parish Schools	Robert Jones, Purchasing Agent T: 318-432-5000 E: rbjones@opsb.net 1600 North 7th Street West Monroe, LA 71291	27-21 Classroom Books , Term: as needed basis, Contract Value: $215,000.00
Palm Beach County, Children's Services Council	Jay Ackerman, Contract & Records Administrator T: 561-374-7544 2300 High Ridge Rd, Boynton Beach, FL 33426	21-002 Books Purchase and Distribution Term: May 1, 2021 Contract Value: $300,000.00
Spokane Public Schools	James Johnson, Instr. Materials Resource Specialist T: (509) 354-7189 E: jamesj@spokaneschools.org 2815 E Garland, Spokane WA 99207	Equity Books for Elementary Libraries Term: June 23, 2021 – On-going purchases; Contract Value: $50,000.00
University of Texas, Health & Science Houston	Chevonne Thornton, Buyer II T: (713) 500-4472 E: chevonne.e.thornton@uth.tmc.edu 1851 Crosspoint Avenue, Houston, TX 77054	PS-2021-CLI-0633 Library Materials Term: June 1, 2021-August 31, 2025 Contract Value: $600,000.00

Association of Educational Purchasing Agencies

Tabulation Report IFB #024-C - Digital Resources & Instructional Materials

Vendor: Barnes & Noble Booksellers, Inc.

General Comments:

General Attachments:
AEPA 024-C Catalog.Price List - Barnes - Noble.pdf
AEPA 024-C Part C - NJ Req - Barnes - Noble.pdf
AEPA 024-C Part D Questionnaire - Barnes - Noble.pdf
AEPA 024-C Part F Discount Pricing Workbook - Digital Resources - Instructional Materials (1).xlsx
APEA 024-C Part E Signature Forms - Barnes - Noble.pdf
Barnes - Noble Response.pdf

BARNES & NOBLE

Barnes & Noble response to Digital Resources & Instructional Materials 024-C

Due: September 12, 2023

BARNES & NOBLE

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Added Value Services 3

Products & Order Processing 3

State Contracts 4

Cooperative Contracts 6

References 8

Appendices

- Certificate of Insurance
- W-9

BARNES & NOBLE

September 12, 2023

VIA ELECTRONIC
Association of Educational Purchasing Agencies
1600 Lamar St,
Houston, TX 77010

Re: Digital Resources & instructional Materials 024-C

Dear Bid Committee,

Thank you for extending the opportunity to participate in the bidding process for Digital Resources & Instructional Materials.

We have over 80 dedicated Barnes & Noble project managers and over 600 stores nationwide that will be supporting members in all 29 states that you are located with your purchases of Digital Resources & instructional Materials and will work with all members to curate book lists for students, teachers and librarians. Along with our home office staff to support the reporting, marketing and as a learning and training resource.

Our Business Development Mangers will also introduce your members to our new procurement portal, *&Classwor*k, where availability of books can be viewed in real-time, quotes can be built and requested, and purchase orders processed.

Barnes & Noble Offer

- Access to our online ordering portal *&CLASSWORK*
- Access to our PunchOut Catalog
- 20% discount on orders up to $999.99
- Bulk Order Discounts: 30% discount on orders $1,000.00-$4,999.99; and 35% discount on orders over $5,000.00
- Tiered discounting excludes textbooks, reference, technical books, eBooks & all non-book items; please partner with your Business Development Manager to inquire what discounting these items may be eligible for.

We look forward to working with the Association of Educational Purchasing Agencies and hope to hear from you soon.

Thank you.

Business Development Team
(O): 212-414-6001
(F): 832-442-3035

Bids & Proposals
bdevelopmentbids@bn.com
BARNES & NOBLE

Barnes & Noble, Inc.
33 East 17th Street, New York, NY 10003
https://www.barnesandnoble.com/
https://classwork.barnesandnoble.com/

&CLASSWORK BY BARNES&NOBLE

About Us

Executive Summary

Barnes & Noble, Inc., one of the nation's largest booksellers, operates over 600 bookstores in 50 states, and maintains an eCommerce site, develops digital reading products, and operates NOOK, one of the largest digital bookstores.

Barnes & Noble's principal business is the sale of trade books (generally, hardcover, and paperback titles), mass market paperbacks (such as mystery, romance, science fiction and other popular fiction), children's books, eBooks and other digital content, NOOK® and related accessories, bargain books, magazines, gifts, café products and services, educational toys & games, music, and movies direct to customers through our bookstores or on www.barnesandnoble.com. Barnes & Noble owns its own publishing company, Union Square & Co., formerly Sterling Publishing.

Barnes & Noble employs approximately 22,000 employees.

Barnes & Noble has dual distribution centers. The larger of the two air-conditioned facilities is a 1.4 million-square-foot facility located in Monroe, NJ. The second is on the West Coast in Reno, Nevada.

In August of 2019, Barnes & Noble was acquired by Elliott Advisors (UK) Limited ("Elliott") and taken private. Elliott's acquisition of Barnes & Noble followed its June 2018 acquisition of Waterstones, the largest retail bookseller in the United Kingdom. James Daunt, Managing Director of Waterstones, was appointed CEO of Barnes & Noble, Inc. and its subsidiaries.

Service Proposal Snapshot

- Products Offered: Books (children's books, classroom books, board books, library books, instructional materials, professional development), eBooks, Audio Books, Music & Movies, Educational Toys & Games, STEM & STEAM Products.
- Order Processing: Purchase orders may be processed using our procurement portal, *&CLASSWORK.* Availability and discounting may be viewed in real time. Administrators and teachers may create baskets and request quotes seamlessly. Your project manager will also be available to review quotes and purchase orders and follow up with requestors to confirm receipt and delivery.
- Qualifications: Barnes & Noble currently works with numerous K-12 school districts to fulfill their book needs. We have several State and City contracts furnishing published products. Please feel free to reach out to our listed references for past and present project details.
- Supplemental Services Offered: Your Business Development Manager, and local store can support requests for labeling and sorting classroom books by grade and classroom (at an additional fee). They will also work together to curate lists of popular and age-appropriate inclusive and diverse titles.

Dedicated Barnes & Noble Team

Your dedicated Barnes & Noble Team includes over 80 Business Development Managers and Multi-Regional Business Development Manager, Joey Theriot & Melissa Willits,

Our Business Development Managers and Store Business Development Teams will serve as your local, key, and single point of contact to help with quotes, purchase orders, to support the needs of the Association of Educational Purchasing Agencies and all your members and streamline response times.

Our corporate business development department in New York City is also available to assist the Association of Educational Purchasing Agencies with future RFPs, contracts, and renewals.

Jessica Pelzer Contracts/RFP Analyst T: (212) 414-6001 E: jpelzer@bn.com	**Melissa Willits** Multi-Regional Business Development Mgr. T: (917) 593-9392 E: mwillits@bn.com	**Joey Theriot** Multi-Regional Business Development Mgr. T: (917) 273-6065 E: jtheriot@bn.com
Bethany Kemper Regional Assistant, Midwest **Brian Shapuras** Regional Assistant, South **Deena Chihlas** Regional Assistant, East **Tracey Sayler** Regional Assistant, West	**Barnes & Noble, Inc.** Corporate Office 33 East 17th Street Business Development Department New York, NY 10003 T: (212) 414-6001 E: bdevelopmentbids@bn.com 80+ Business Development Managers 600+ Stores Nationwide 2 Distribution Centers (Monroe, NJ & Reno, NV)	**Remit address:** Barnes & Noble, Inc. Attn: Accounts Receivable P.O. Box 930455 Atlanta, GA 31193 Rosiland Murphy, New Accounts & Payments Kathleen Ronan, A/R Representative T: 732-656-2500 E: accountsreceivablebn@bn.com

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Added Value Services

a. *&CLASSWORK* is our secure procurement portal where authorized user(s) will have the opportunity to place orders, approve orders, view pricing, discounting, and availability in real time. We accept electronically transmitted orders with payment via purchase order, credit card or p-card.

b. PunchOut Catalog (web-based catalog) – Our new PunchOut system allows you to access our website from your school/organization's own procurement application.

Products & Order Processing

- Audiobooks
- CDs
- DVDs
- eBooks
- Educational Toys & Games
- Gift Products and Gift Cards
- NOOK eReaders & Tablets
- Published Books (paperback and hardcover)

a. Backorder Notification Procedure – Notification of backordered titles will be communicated to you by the business development manager via email and/or phone.

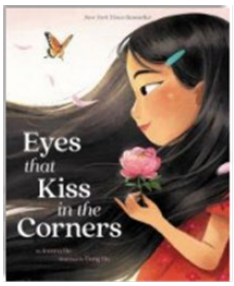
b. Delivery – Orders can be received within seven (7) business days after receipt of order contingent upon availability at our distribution centers.

c. Complaint Resolution – If there is an issue with your order or quality of customer service, please contact the Regional Development Manager.

d. Invoicing and Payments – Invoices are sent at time of delivery of goods. 0% Net 30 Days – no additional discount for early payments. Payments can be received by credit card, P-Card, EFT, and checks.

e. Returns – Purchases are non-returnable. However, should your product arrive damaged or defective, please reach out to your local Business Development Manager. Whenever possible, we will issue refunds back to the method of payment used at the time of order placement.

State Contracts

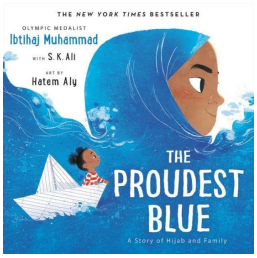


State of Florida

- ACS #55000000-20-NY-ACS Books & Non-Print Library Materials
- Serves all state, city and local entities including schools, libraries, and government entities
- Term: renewed through August 31, 2027
- Value: $7M annual spending
- Contract Manager: Thomas Bower, T: 850-488-6904 |E: thomas.bower@dms.fl.gov

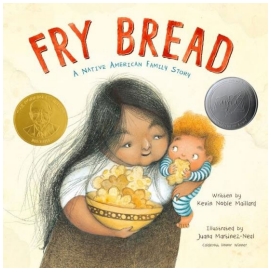
State of Louisiana

- 4400022089 Library Materials & Services
- Serves State Libraries of Louisiana and all eligible libraries, all State, city, and local entities
- Term: 6/1/2021-5/31/2024
- Contract Manager: Kathleen Doring, T: 225-342-5522 |E: Kathleen.doring@la.gov



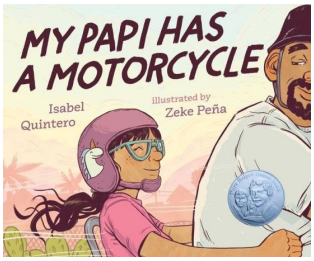
State of Michigan - The Library Network

- Michigan Statewide Contracts and Approved Vendor List for Provision of Library Materials
- Serves all state, city, and local libraries
- Term: 10/1/2021-9/30/2024
- Contract Manager: Jim Flury, T: 248-536-3100 x. 133 |E: jflury@tln.lib.mi.us



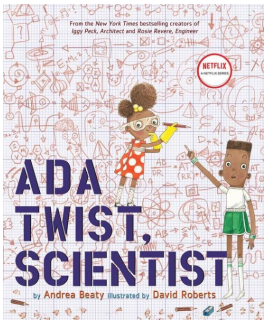
State of Missouri

- CC201852003 Statewide Books and Materials (Qualified Vendors List, Formal)
- Serves various State Agencies located throughout the State of Missouri
- Term: May 2, 2020-May 30, 2023
- Contract Manager: Terri Schulte, T: 573- 522-3296 |E: teri.schulte@oa.mo.gov



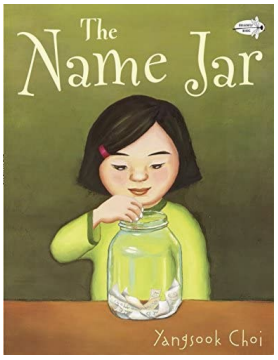
State of New Mexico

- 90-000-19-00032 Library Materials Statewide Agreement
- Serves all state, city, and local entities
- Term: 8/5/2019-7/31/2023
- Contract Manager: Yuliastuti Walundari, T: 505-827-0485 |E: Yuliastuti.Wulandari@state.nm.us



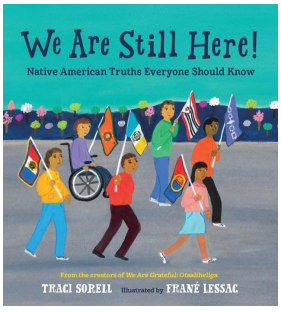
State of New York

- PC66998 Books & Non-Print Library Materials & Related Ancillary Services
- Serves all state, city and local entities including the largest school system in the US, NYC DOE
- Term: entered in 2015 and renewed through August 31, 2027
- Value: $5M annual spending
- Contract Manager: Christa Lee, T: 518-473-7227 | E: christa.lee@ogs.ny.gov



New York City Department of Education

- B3464 Choral & Instrumental Sheet Music
- Serves all NYC Department of Education schools
- Term: July 1, 2022-June 30, 2027
- Value: $31,250.00
- Contract Manager: Steven Ladolcetta, T: 718-935-3761 | E: sladolc@schools.nyc.gov



State of Oklahoma

- SW0012 Books, Periodicals, Multi-Media, and Other Publications
- Serves all state agencies, cities, counties, school districts and other municipalities
- Term: 9/1/2021-8/31/2026
- Contract Manager: Cini Zacharia, (405) 522-9078, E: cini.zacharia@omes.ok.gov

State of Utah

- GJ20-14 Educational Toys and Games, School Supplies and Curriculum Materials
- Serves all state, city, and local entities
- Term: 6/1/2020-6/30/2023
- Contract Manager: Garrett K. Johnston, T: 801-957-7135 | E: gkjohnston@utah.gov

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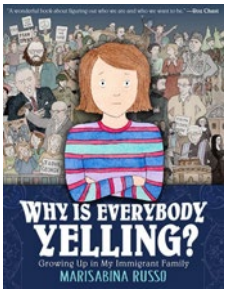
Cooperative Contracts

Customers should contact the Cooperative contract managers to become members and take advantage of the vast offerings and discounts.



BuyBoard Cooperative, National

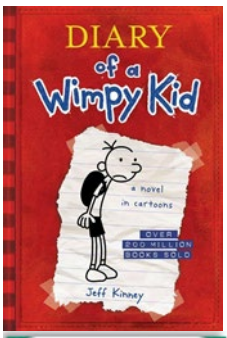
- 573-18 Instructional Materials, Classroom Teaching Supplies & Equipment – Term: November 1, 2018-October 31, 2024
- 609-20 Library Books, Used Books, and other Books – June 1, 2020-May 31, 2024
- Contract Manager: Gina Montoya, T: 800-695-2919 |E: gina.montoya@tasb.org

Cooperative Purchasing Connection, Minnesota, and Dakotas

- 21.4 Instructional Materials & Classroom Supplies
- Serves all state, city, and local entities in Minnesota, North & South Dakota
- Term: October 1, 2020-September 30, 2023
- Contract Manager: Lisa M. Traux, T: 218.737.6535|E: ltruax@lcsc.org

Connecticut Library Consortium, Connecticut Libraries

- S103 Library Supplies, Archival Supplies, Maker & STEAM Equipment and Materials
- Term: January 1, 2021-December 31, 2026
- Contact: Jacqueline Cashin, T: (860) 740-3046 | E: jcashin@ctlibrarians.org

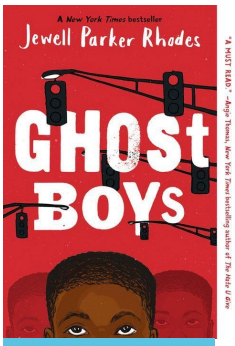


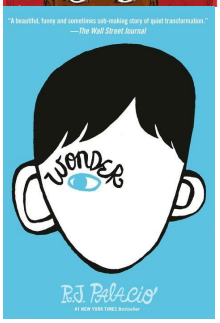
Choice Partners National Purchasing Cooperative

- 20/032KN Instructional Resources, Textbooks & Related Items
- Term: July 15, 2020-July 14, 2024
- Contact: Steve Gibson, T: (713) 681-6052 | E: steve@choicepartners.org

ESC 8 The Interlocal Purchasing System (TIPS), Texas

- 21-301 Academic Curriculum, Instructional Materials – Term: May 25, 2018-May 31, 2024
- 20-0903 Books & Library and Educational Materials – Term: November 15, 2017-November 20, 2023
- 20-0805 Science Equipment and Supplies – Term: May 1, 2021-October 31, 2023





ESC 19 Allied State Purchasing Cooperatives, Texas

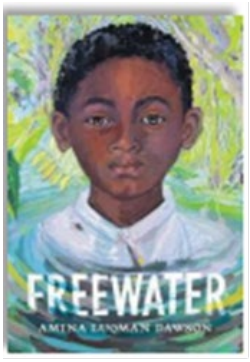
- 19-7335 Classroom Curriculum, Supplies, Equipment & Related Items
- Term: July 31, 2019-July 31, 2024
- Contact: Elizabeth Moreno, T: (915) 780-5032 |E: ascaccounting@esc19.net

ESC 20 2013 Purchasing Cooperative, Texas

- 21-030 Instructional Supplies
- Term: November 1, 2019-October 31, 2023
- Contact: James Metzger, T: (210) 370-5204

Lancaster-Lebanon Intermediate Unit 13 (IU13) Cooperative, Pennsylvania

- Books & Textbooks
- Contact: Andrew Will, T: (717) 606-1615| E: Andrew_will@IU13.org



Mohave, Arizona Cooperative Purchasing

- 20L-B&N2-0206 Library Books & Related Materials, eReaders, Periodicals, and Database Subscriptions
- Serves all state, city and local entities including schools, libraries and government
- Term: May 18, 2018-April 30, 2024
- Contract Manager: Aracely Rivas, T: 928-718-3226|E: aracely@mesc.org

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References

Organization Name	Contract Manager	Contract Name
Atlantic County Government	Palma Conover, T: (609) 343-2268 E: Conover_Palma@aclink.org 1333 Atlantic Avenue, Atlantic City, NJ 08401	AC02406 Furnishing and Delivery Library Goods & Services – Value: $700,000.00, Term: 3/1/2021-2/28/2022
Clear Creek ISD	Stephanie Dujanovic, T: (281) 284-0213 E: sdujanov@ccisd.net 2425 East Main Street, League City, TX 77573	2019-601Instructional Materials & Teaching Supplies – Value: $6.3M Term: 9/1/2020-8/31/2020
Collier County Public Schools	T: (239) 377-0047 E: purchasing@collierschools.com 5775 Osceola Trail, Naples, FL 34109	20-054 Classroom Supplies & Equipment Catalog Discount – Value: $11,250,000, Term: 7/1/20-6/30/22
Connecticut Library Consortium	Jacqueline Cashin, T: 860.740.3046 E: jcashin@ctlibrarians.org 234 Court St, Middletown, CT 06457	S103 Library Supplies, Archival Supplies, Maker and Steam Equipment and Materials, Term: 1/1/2021-12/31/2023
Cypress Fairbanks ISD	Severin Castro, Dir. of Purch. T: (281) 897-4100 10300 Jones Road, Houston, TX 77065	18-05-4420 Instructional Materials, Textbooks, eBooks – Value: $8M, Term: 5/1/18-4/30/19
Davis School District	Joan Tuttle, Sr. Buyer T: 804.402.5261 E: jtuttle@dsdmail.net 45 E. State St, PO Box 588 Farmington, UT 84025-0588	Library Books, Magazines, Audiobooks, Classroom books, Classroom Libraries Term: 4/1/18-3/31/23 – Value: $100,000
Harmony Public Schools	Dr. Mehmet Bayar, T: (713) 343-3333 x 2581 9321 W Sam Houston Pkwy S Houston, TX 77099 E: purchasing@harmonytx.org	Classroom Library sets for K-12 Largest charter management organization in Texas with 48 campuses, enrolling 40,000+ students Value: $1M+ one-time purchase
Lafayette Parish School System	Lee Francis, T: (337) 521-7329 E: slfrancis@lpssonline.com PO Drawer 2158, Lafayette, LA 70502	55-18 Elementary and Middle School Robotics – Value: $231,609.40, Term: 2/18/18-6/30/18
Newark Public Schools	Chantal Scott, T: 973-733-7333 E: c3scott@nps.k12.nj.us 765 Broad Street, Newark, NJ 07102	#5119 Reading & Instructional Materials Value: $360,000.00; on-going purchases as of March 1, 2020
Omaha Public Schools	Yvonne Schuster, T: (531) 299-9840 E: Yvonne.schuster@ops.com 3215 Cuming Street, Omaha, NE 68131	20-045 Supplemental Books/Classroom Library Collection – Value: $2.7M one-time purchase
The Fayette County Board of Education (Kentucky)	Matthew Moore, T: 859-381-3885 E: matthew.moore@fayette.kyschools.us 1126 Russell Cave Road, Lexington, KY 40505	03-20 Books Non-Library Catalog Discount, Term: 3/1/2020-2/ 28/2021
Warren Township HS District 121	Dr. Michael Engel, T: (847) 548-7055 E: mengel@wths.net 34090 N. Almond Road, Gurnee, IL 60031	Paperback Books Estimated contract value: $97,256.06

Albuquerque Public Schools	Kelly Lee, Junior Buyer T: (505) 880-3700 E: Lee_k@aps.edu 6400 Uptown Blvd. NE Albuquerque NM 87110	21-064KL Books from Distributor/Re-sellers/Publishers, Contract Value: $3M
Arizona Department of Ed.	Kellie J Banas, Procurement Specialist T: (602) 542-4235, E: Kellie.Banas@azed.gov 1535 W Jefferson St, Phoenix, AZ 85007	CTR054559 Books, Textbooks and Other Publications, Term: April 1, 2021 Contract Value: 100,000.00
Gwinnett County Public Schools	Stephanie Maddox, Buyer E: Stephanie_maddox@gwinnett.k12.ga.us T: (678) 301-6298 437 Old Peachtree Rd. NW, Suwanee, GA 30024	B-2109AG Instructional Materials Catalog Discount, Term: January 1, 2021-December 31, 2021 Contract Value: $500,000.00
Hamilton County Department of Education	Denise Ellison T: (423) 498-7030 Hamilton County Department of Education 3074 Hickory Valley Road Chattanooga, TN 37421	22-01 Yearly Contract for Instructional, Library Materials & Supplies for 2021-22SY, Term: July 1, 2021-June 30, 2022 Contract Value: on-going purchases
Lynchburg City Schools	Matt Marsteller, Contract Specialist 900 Church Street, Lynchburg, VA 24504 T: 434-455-4233 E: matthew.marsteller@lynchburgva.gov	Term: June 1, 2021-June 30, 2022 Intitial Contract Value: $6,000.00 Contract Value: on-going purchases
Orange County Sheriff's Dept.	Desiree Lopez, T: 714-834-2360 E: djlopez@ocsd.org 350 N Flower Street, Santa Ana, CA 92703	Law Enforcement Books for Training Term: 9/18/19-8/31/24 – Value: $86,349.00
Massachusetts State Police	Dianne Miller, Program Coordinator III T: (508) 820-2143, E: dianne.miller@state.ma.us Massachusetts State Police 470 Worcester Road, Framingham, MA 01702	SP21-BOOKS-T66 Providing law enforcement reference and training materials – Value: on-going purchases Term: March 1, 2021-March 31, 2023
Ouachita Parish Schools	Robert Jones, Purchasing Agent T: 318-432-5000 E: rbjones@opsb.net 1600 North 7th Street West Monroe, LA 71291	27-21 Classroom Books , Term: as needed basis, Contract Value: $215,000.00
Palm Beach County, Children's Services Council	Jay Ackerman, Contract & Records Administrator T: 561-374-7544 2300 High Ridge Rd, Boynton Beach, FL 33426	21-002 Books Purchase and Distribution Term: May 1, 2021 Contract Value: $300,000.00
Spokane Public Schools	James Johnson, Instr. Materials Resource Specialist T: (509) 354-7189 E: jamesj@spokaneschools.org 2815 E Garland, Spokane WA 99207	Equity Books for Elementary Libraries Term: June 23, 2021 – On-going purchases; Contract Value: $50,000.00
University of Texas, Health & Science Houston	Chevonne Thornton, Buyer II T: (713) 500-4472 E: chevonne.e.thornton@uth.tmc.edu 1851 Crosspoint Avenue, Houston, TX 77054	PS-2021-CLI-0633 Library Materials Term: June 1, 2021-August 31, 2025 Contract Value: $600,000.00