

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Follett - approved vendor

***REQUIRED CHECKBOX* for Service Contracts**

- ☐ MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
☒ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ Up to \$50,000, no further steps required.
☐ \$50,001 and above, completed the following items:
☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

☒ **Contract for Services (NOT Special Services)**

- ☐ Up to \$50,000, no further steps required.
☒ \$50,001 - \$114,799, completed the following items:
☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ Up to \$75,000, no further steps required.
☐ \$75,001 - \$114,799, completed the following items:
☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the procurement steps for "Equipment, Materials and Supplies."
☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ Up to \$75,000, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ \$75,001 - \$220,000, followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ \$220,001 and above, followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ Lease-Leaseback, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ Design-Build, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head

(Minimum: Manager Level)

Signature: Date: Aug 12, 2025

Print Name: Cathy Baur

Print Title: Associate Superintendent

Approval by Person with Delegated Authority

(Superintendent, CBO, Assoc. / Asst. Superintendent)

Signature: Date: 13 AUG, 2025

Print Name: Jeffrey Baier

Print Title: Superintendent

Checklist not required for school sites



July 24, 2025

Cathy Baur
Assistant Superintendent of Educational Services
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

Dear Cathy Baur,

Follett Software, LLC (Follett) is pleased to present the enclosed Agreement for remote and onsite library services.

To ensure your project starts when planned and goes smoothly, please provide us with the information listed below:

- Please have an authorized representative of your District Sign and complete the fields as prompted and upload your PO if available. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant.
- Please include with your fax/email the name and mailing address of the person to whom Follett should return a copy of the fully executed document if needed.

Thank you for this opportunity. If you have any questions, please contact me.

Sincerely,

Alex Stanbach
Inside Sales Consultant - Technology
astanbach@follettsoftware.com

Purchase Order must include the following information:

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: fssorders@follettsoftware.com



Agreement
Remote and Onsite Library Services
Quote # Q-61472
Customer # 0439391
July 24, 2025

This Follett Destiny® Solution Agreement, which includes the Follett Destiny Solution Terms and Conditions located at follett12.link/apf and if applicable, the attached Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny Solution.

The prices and terms in this Agreement are confidential. They will be held open and valid until August 31, 2025.

All pricing is listed in United States dollars. Payment terms are Net 30 days from Invoice.

Estimated sales tax is not included in this Quote. However, you remain responsible for actual tax fees included in your Invoice, as required by law.

Summary of Software and Services: Initial Fees		Pricing
	Price	\$60,234.00
Managed Services		

- Custom Remote and Onsite Library Services (see below for details of project)



Remote and Onsite Services Mountain View Whisman School District Customer #0439391

Follett Software, LLC ("Follett") will provide the services indicated below. Note: Terms of work indicated below must be met in order for pricing to be valid. Failure to meet these terms may result in a change in work scope to match the pricing indicated.

These prices are valid for 90 days from the date on this document, after which they are subject to change by Follett.

Follett has a proven track-record in helping K-12 schools manage their educational resources efficiently and effectively. Our Follett Services team works exclusively with school districts and understands the unique needs of our K-12 customers. We meet with school and district personnel to create a successful project plan which considers the specific processes which are unique to each library.

Executive Summary

1. Weeding and Replenishment Plan (for Graham MS & Crittenden MS Libraries)

A Weeding and Replenishment Plan will be done for Crittenden and Graham middle school libraries.

The Weeding plan will identify a multi-year approach to weeding which will allow the outdated, irrelevant books to be removed in a priority order.

A prioritized weeding plan is necessary since libraries frequently require more weeding than can be accomplished in one year while retaining an adequate number of books on the shelves to support student and teacher use.

The Weeding list is a component of the Weeding Plan and will identify by barcode which books will be weeded during the onsite project. The Weeding list will be utilized by the onsite teams to pull the books from the shelves. Therefore, it is necessary the Weeding list is complete before the onsite project starts. Please allow 2 – 3 weeks for the completion of the Weeding lists.

The Replenishment Plan will recommend the areas which need to be addressed first, and provides purchasing guidelines for the next 3-5 years which will replenish the library collection and continue to improve its average age.

Just as an aged collection generally cannot be weeded within one year, seldom can the weeded books be replaced within a single year due to budgetary constraints.



2. Onsite Weeding and Inventory.

This proposed project has the school moving forward with having the Follett Team Lead Librarians only, come onsite and work with the District team members to complete the weeding and inventory project for the Graham and Crittenden Middle School Libraries.

The weeding will be done in accordance with the Weeding Plans developed with the School librarians.

Once the weeding is complete an inventory will be conducted to ensure the online library catalog will match exactly with the available books on the shelves.

Follett will be more than happy to provide minor library maintenance tasks if there is time. These tasks include: replacing damaged barcodes or spine labels, cataloging and shifting of books. Therefore, a printer should be available in the library to print spine labels.

1,000 barcode and spine labels along with protectors are included in this proposal for each library.

Allocation of Project Days for Each School		
School	Number of Books	Number of Concurrent Calendar Days Allocated
Crittenden MS	14,620	5
Graham MS	27,292	7

The school librarian should be available for decision support to the Follett teams during this Phase 2. Each Follett team will have at least one or more certified librarians.



3. Summary

Follett Onsite Library Services For Crittenden and Graham Middle School Libraries Part No: 78801A							
Scenario	Total Library Materials	Library Locations	Duration (In Consecutive business days)	Follett Remote Sr. Project Mgr.	Follett Onsite Team Leads	District Onsite Team Members	Cost
<u>Onsite Library Weeding & Inventory:</u> (To include remote development of Weeding and Replenishment Plans)	41,912	2	7	1	4	10	\$59,604.00
<u>Project Label Supplies:</u> (2,000 Polythermal B&W Barcode Labels, 2,000 Spine Labels and Protectors)							\$630.00
Total Project Cost:							\$60,234.00

*Does not include shipping costs or taxes if applicable.

4. Follett has estimated sufficient time and resources for this project as indicated in the Services Detail above. The Follett project manager will be in constant communication with the school. If it is noted or anticipated the project may exceed the allotted time, the school and Follett will need to review the project scope to determine if additional project days are needed which would incur additional charges.

Engagement Does Not Include:

- Disposal of weeded materials.
- Boxes for weeded materials.
- Removal of existing barcodes.

5. Terms of Work

Terms of Work for above Services:

Customer Requirements

1. General Requirements

- Schedule project on consecutive weekdays, allowing the shortest project duration (e.g. cannot start a five-day project on a Thursday; must start on Monday).
- Provide access to schools/inventory areas to the barcoding teams 8.5 hours/per day, during normal business hours.
- Provide documented district security policies and dress codes prior to on-site work.
- Provide full work-day security (district or site staff presence).
- Provide climate-controlled environment and access to functional restroom facilities.
- Alert Follett to any planned school closings prior to the start of the work.
- Any factors limiting access to the facilities/books/collection during the project may result in fewer materials processed than indicated in the agreement.

2. Set up

- Provide book trucks or carts for worker use during the project. There should be at least one cart for every two workers.
- Should the number of copies encountered while delivering these services exceed the stated amounts, a review of the collection size will occur. This information will be used to determine terms and pricing for processing the additional material, as necessary.
- Should the number of Library materials exceed the number of available barcodes, the additional materials will not be processed.
- If ordering barcodes, the order needs to be placed 4 weeks in advance to allow for processing time.

3. Technology Requirements

- Provide one fully functional Chromebook/laptop for each team lead (4) and each team member (10) at the respective library location.
- Chromebooks/laptops must have a mouse, at least one available USB port for the scanner, and be configured to access the internet to reach the Destiny Library Manager software.
- Provide the Follett on-site project lead's administrative access to the database.
- Ensure that a network technician or technical resource is available during project to troubleshoot potential technical issues.
- Speed of the network, network down time, brownouts, and or slow network time periods will impact the ability of the Follett on-site project team to add titles and copies to the data base and may cause down time that may result in fewer materials being processed than indicated in the agreement.

By signing below, you represent that you have read the terms of this Agreement, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as set forth below.

Follett Software, LLC

Mountain View-Whisman School District

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: 1340 Ridgeview Drive

E-mail Address: _____

McHenry, IL 60050

Address: _____

Date: _____

Date: _____

Purchase Order must include the following information:

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follettsoftware.com

Do you have a PO to attach for this purchase?

☐ Yes

☐ No, I will provide at a later date

☐ No, I will not be using a PO

Please provide a reference for Billing Purposes
(such as the Billing Contact's Name):

To ensure your project starts when planned and goes smoothly, please provide us with the information listed below:

- Please provide your consultant with the name and mailing address of the person to whom Follett should return a copy of the fully executed agreement.
- An authorized representative of your District needs to **sign above**. Please make sure you return **ALL PAGES** of the signed document to your sales consultant.

Additional Terms and Conditions

1. Nature of the Transaction. Follett Software, LLC ("Follett") agrees to provide to the School District first named in this Agreement ("School"), and Customer agrees to procure from Follett, the services listed in this Agreement (collectively referred to as the "Services").

2. Payment. School will make payments for the quoted price of the Services according to the above Quote # Q-61472.

3. Term. This Agreement will continue until the first anniversary of the effective date. Either party may terminate this Agreement without cause upon providing at least sixty (60) days written notice to the other party, or, in the event of a breach of a material term by the other party, by providing thirty (30) days written notice and an opportunity to cure such breach.

4. Limited Warranties. Follett warrants, for the benefit of School only, that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner in accordance with industry standards and in compliance with all applicable state, federal, municipal or local educational institution codes.

5. Disclaimer of warranty. The limited warranties set forth herein are exclusive and in lieu of all other warranties and conditions, express or implied (including, but not limited to, warranties of merchantability and fitness for a particular purpose, statutory or otherwise).

6. Indemnification. Each party (the "indemnifying party") will, at its own expense, defend, indemnify and hold harmless the other party ("indemnified party") and its affiliates, and their respective directors, officers, employees, agents or attorneys, for any third party claim arising out of any: (i) damage, destruction or loss of any property; or (ii) injury to or death of any person; which results from or arises out of the negligent or willful acts or omissions of such party, its officers, agents and employees, in the performance of this Agreement.

7. Limitation of liability. In no event will either party be liable for any special, indirect, incidental, or consequential damages, including but not limited to loss of revenues or profits, arising out of or in connection with this agreement or the performance of the services provided hereunder, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not the party has been advised of the possibility of such loss or damage. In no event will either party's aggregate liability for any claim relating to the performance of this agreement exceed the total amount of fees paid during the twelve (12) months immediately preceding the date the claim arose. These limitations of liability do not apply to liability relating to a breach of either party's indemnification obligations hereunder.

8. Assignment. This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

10. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of California. In the event that a dispute arises in regards to said Agreement, the parties stipulate and agree that the matter will be heard in a State or Federal Court located in the County of Santa Clara, State of California. The parties further agree to waive any claim they may assert regarding the lack of personal jurisdiction.