

Contract # 17-04

GRANITE SCHOOL DISTRICT
 2500 South State Street
 Salt Lake City, Utah 84115-3110

1. **CONTRACTING PARTIES:** This contract is between the Granite School District hereafter referred to as GSD, and the following Contractor:

Contractor Name Follett School Solutions, Inc.	Address 1433 Internationale Parkway	City, State and Zip Code Woodridge, IL 60517
Contact Person Kathy Kelly Jerry Elverud	Telephone Number 800-621-4272 x 46814 800-621-4272 x 46819	Vendor Number 110624
Federal Tax Identification Number 86-0716114	Web Page http://www.trox.com/	
Legal Status:	For-Profit Corporation	

2. **GENERAL PURPOSE OF CONTRACT:** Provide GSD and participating EdPAC Cooperative school districts (signed participating addendum – ATTACHMENT E) with surplus textbook purchase and disposal services.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on bid/proposal #JG17-16, fiscal year 2017.
4. **CONTRACT PERIOD:** Effective date April 16, 2017. Termination date April 15, 2022, unless terminated early or extended in accordance with the terms and conditions of this contract.
 Renewal options - None.
5. **SCOPE OF WORK:** See attachment B.
6. **CONTRACT COSTS:** See Attachment D.
7. **ATTACHMENT A:** GSD Standard Terms and Conditions
ATTACHMENT B: Granite School District RFP JG17-16
ATTACHMENT C: Follett School Solutions Technical Proposal
ATTACHMENT D: Follett School Solutions Cost Proposal
ATTACHMENT E: 17-04 Participating Addendums
ATTACHMENT F: EdPAC Cooperative School Districts
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- Granite School District RFP JG17-16 and all other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, and Granite School District Procurement Policy.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		GRANITE SCHOOL DISTRICT	
Contractor's Signature <i>Cari Lauffer</i>	DocuSigned by: SCT1ABCDF0DFEADG	Date 4/17/2017	Department Signature <i>[Signature]</i>
Contractor's Name Cari Lauffer		Purchasing Director <i>[Signature]</i>	Date 4/17/2017
Title Director of Textbook Inventory			

ATTACHMENT A: GRANITE SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under, or protected by applicable state and federal laws, including personal information, student data, and all related metadata. The District reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the cover page(s) that the District and Contractor sign.
 - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"District"** means the Granite School District, in its entirety, including its schools, divisions, departments, authorities, instrumentalities, boards, elected or appointed officers, employees, agents, and authorized volunteers.
 - f) **"Proposal"** means Contractor's response to the District's Solicitation.
 - g) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - h) **"Solicitation"** means the documents used by the District to obtain Contractor's Proposal.
 - i) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the District to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the District, state and federal auditors, and District staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the District, unless disclosure has been made to the District.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the District.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the District from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the District. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property. Nothing in this Agreement shall be deemed as a waiver by any party of the defenses, rights or protections provided by the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.) nor shall this Agreement be construed with respect to third parties as a waiver of any governmental immunity to which the District is otherwise entitled.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and

VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The District and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the District is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the District be liable to the Contractor for compensation for any services neither requested by the District nor satisfactorily performed by the Contractor. In no event shall the District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the District for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the District's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the District will reimburse Contractor for the Services properly ordered until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the District to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the District.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the District's funds and used in the exercise of the District's essential functions as a State of Utah entity. Upon request, the District will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the District's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the District within thirty (30) days of contract award. Contractor must add the District as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
17. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the District express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Granite School District Purchasing

Department, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The District is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the District, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
20. **ACCEPTANCE AND REJECTION:** The District shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the District.

If Contractor delivers nonconforming Services, the District may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the District. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the District will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The District has the right to adjust or return any invoice reflecting incorrect pricing.
22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the District's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the District, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the District within ten (10) business days of receipt of final payment, shall release the District from all claims and all liability to the Contractor. The District's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the District may have against Contractor. The District will not allow the Contractor to charge end users electronic payment fees of any kind.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the District, and anyone for whom the District may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
25. **PERFORMANCE EVALUATION:** The District may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the District for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the District), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The District reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the District.
29. **REMEDIES:** Any of the following events will constitute cause for the District to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The District may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the District; or (v) demand a full refund of any payment that the District has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The District may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the District of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the District, including anyone for whom the District is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the District or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the District for written approval all advertising and publicity matters relating to this Contract. It is within the District's sole discretion whether to provide approval, which must be done in writing.
33. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the District harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the District for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
34. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The District and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the District.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The District, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the District appoints such an expert or panel, District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the District's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the District must be in writing and attached to this Contract or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing will be guaranteed for the period specified in the original solicitation document. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the Granite School District Director of Purchasing. Granite School District must be given the immediate benefit of any decrease in the market, or allowable discount.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 4 April, 2016)

ATTACHMENT B

GRANITE SCHOOL DISTRICT REQUEST FOR PROPOSAL Surplus Services for K-12 Textbooks Solicitation # JG17-16

I. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide a comprehensive surplus service for K-12 textbooks as defined further in the scope of work.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

Granite School District will not be liable for any cost's proposers may incur in the preparation or presentation of this proposal.

II. EDPAC COOPERATIVE CONTRACT

This solicitation is being executed by the Granite School District on behalf of EdPAC (Utah State Education Purchasing Advisory Committee) Cooperative Purchasing Organization and is acting as lead district. We would like to establish a cooperative annual contract to for surplus textbook disposal services for the cooperative members. It shall be understood that only the districts listed Exhibit "A" shall be eligible to utilize the services resulting contract; however, it does not obligate them to make any purchases under the resultant contract. In order to participate in any resultant contract, a school district must have entered into a "Participating Addendum" which is Exhibit "A" of the bid as required by Utah State Procurement Code 63G-6a-2105.

III. BACKGROUND

School districts within the state of Utah acquire millions of dollars of new and used textbooks annually. These books are purchased to align with new curriculum or state core standards, to match student growth, and to replace those textbooks that are worn out or are not otherwise needed. Historically the process of disposing these of textbooks at the end of their life in a district is a task that has proved difficult.

Many factors contribute to this, but for purposes of this RFP the most critical for consideration are: adherence to State Laws and Rules, increasing revenues on surplus sales, motivating employees to process textbooks timely to increase potential value, and properly disposing of

those textbooks which have no market value.

IV. HISTORICAL USAGE

This RFP is the second solicitation issued for this service. The first contract was awarded to Follett School Solutions. That contract will expire on April 15, 2017. To help contractors have some perspective the following historical figures are provided. **Please note that these numbers do not constitute any form of guarantee for future sales under the contract.**

<u>Year</u>	<u>Usage</u>
2012	\$255,858.85
2013	\$135,977.11
2014	\$108,530.47
2015	\$123,378.22
2016	\$124,423.00

V. ISSUING OFFICE AND RFP REFERENCE NUMBER

The District’s Purchasing Department is the issuing office for this document and all subsequent addenda relating to it, on behalf of the EdPAC Cooperative. The reference number for the transaction is Solicitation #JG17-16. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

NOTICE: Wherever the term bid, bidder, bidding or quote appears in this solicitation or reference is made to a bid, bidder, bidding, or quote, it shall be interpreted to mean offeror, as defined in 63G-6a-103(30), RFP, or Request for Proposals, as defined in 63G-6a-103(38) and the procurement shall be conducted subject to the provisions of 63G-6a-701-711.

VI. LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of 5 years.

The Contract may not be extended beyond the original period.

The District reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

VII. PRICE GUARANTEE PERIOD

All pricing must be guaranteed for entire term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the Director of Purchasing. Granite School District will be given

the immediate benefit of any decrease in the market, or allowable discount.

VIII. **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include but not be limited to the District's Standard Terms and Conditions (see Attachment A). Exceptions and or additions to the District's Standard Terms and Conditions are strongly discouraged.

Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs, or information on website URLs must not be requested in the RFP document and must not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

The District retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the District, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

If negotiations are required, contractor must provide all documents in MS Word format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

IX. **DETAILED SCOPE OF WORK**

The chosen vendor will perform or provide the following tasks for a using school district:

1. Provide software or some other method to enable a school district to communicate among its different schools the availability of surplus textbooks.
2. Provide software or some other method to enable a school district to comply with the requirement to notify other districts and charter schools of available textbooks and timelines for disposal of textbooks found in [Utah State Code Annotated 53A-12-207 Disposal of Textbooks](#) and [Utah Administrative Rule R277-433-3 Disposal of Textbooks in Public Schools](#).
3. Conduct buy-backs for the surplus textbooks within a school district on a site by site basis after the required internal and external notifications have not removed the textbook from surplus status. These buy-backs should occur as often as needed to maximize the return on the textbook to the school district. Credit for instead of cash purchase options, will be considered, but is left to the discretion of each school or district. **The buy-back is to be coordinated with the assigned district coordinator.**
4. Provide for textbook consignment services for a school if appropriate and after the

required internal and external notifications have not removed the textbook from the surplus status.

5. Provide an end-of-life surplus disposal of the textbook when the methods employed in scope of work items 1, 2, and 3 have determined there is no market value in the textbook, or the textbook is damaged, mutilated, or worn out. This method must involve consulting with the school principal to determine the end-of-life surplus option utilized. These options may include:
 - a. donating the books to patrons of the district (actual distribution to be conducted by school)
 - b. donating the textbooks to a local charity of the principal's choice (school to deliver textbooks to local charity)
 - c. donating the textbooks to a charity of the vendor's choice (vendor to deliver textbooks to charity)
 - d. recycling the textbooks for their paper content (vendor to coordinate with district on recycling, if shipment is required from site this is the vendors responsibility). **Disposal at a landfill or in district waste containers is strictly prohibited.**
6. Provide system or approach to simplify and motivate the employee who is tasked with managing surplus textbooks.
7. Provide individual school, school district, and overall contract level reporting.
 - a. Individual school reporting shall detail the final state of each textbook. Reports to schools shall be made available to the school after the final action is taken with the textbook.
 - b. District reporting is to be provided on a basis to be determined by each district and will include a summary of the revenues generated and number of textbooks that were disposed of in any other method.
 - c. Overall contract level reporting will include a basic summary of the revenue in each participating school district or charter school.

X. **PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS AND EXPERIENCE**

1. Propose a detailed solution to each of the items and required tasks described in the scope of work. Your approach to each of these tasks should be thoroughly described.
2. Describe the strengths of your company and why we should consider you above your competition. Specifically identify how your processes will maximize the return to the districts.
3. Discuss the size of the distribution network that you will market our used textbooks to.

4. Provide examples of the reporting documents required in the scope of work.
5. Discuss your methods for paying out revenues and discuss credit options if available.
6. Vendor must demonstrate ability to meet the scope of work described for all school districts and charter schools within the state of Utah.
7. Vendor is to provide account representative to work with the school district(s).
8. Vendor must provide two (2) references from school districts with enrollment greater than 50,000 students, two (2) references from school districts with enrollment less than 10,000 students, and two (2) references from charter schools.

XI. **ANTICIPATED SOLICITATION TIMELINE**

Event	Date
Release RFP	February 24, 2017
Questions Deadline	March 13, 2017
RFP Due	March 16, 2017
Evaluation Period	March 16 – April 3, 2017
Board of Education Award of Contract	April 11, 2017
Contract Negotiations/Creation	April 12-15, 2017

XII. **QUESTIONS**

All questions must be submitted through the Utah Public Procurement Place (“SciQuest”). Answers will be given via the SciQuest site.

XIII. **PROPOSAL RESPONSE FORMAT**

All proposals must include a technical proposal and cost proposal. Formats for both documents follow:

A. **Technical Proposal Format**

Hard copies are to be tabbed by section.

Tab 1. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.

Tab 2. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

1. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
2. A specific point-by-point response, in the order listed, to each requirement in the RFP.

Tab 3. **Protected Information.** All protected information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this Protected Information section.

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:*
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;*

* * * *

3. *(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must: provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the district* and include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

If you submit a proposal containing confidential information you must submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.

To ensure the information is protected, you must include all protected information in Tab 3 of the proposal response. Any protected information incorporated in other sections of the proposal response may result in release of data at no fault of the District.

All materials submitted become the property of Granite School District. Materials may be evaluated by anyone designated by the District as part of the proposal evaluation committee. Materials submitted may be returned only at the District’s option.

B. COST PROPOSAL-REVENUE SHARING PROPOSAL

The proposal must be set forth in such a way that it will allow the merits of the proposal to be evaluated in conjunction with applicable cost. **Please review the Best and Final Offers section below to ensure you properly submit your cost proposal.**

XIV. SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Proposals must be received electronically through SciQuest and in hard copy. For this RFP one original and two identical copies of your proposal must be received at Granite School District

Purchasing Department, 2500 S. State Street, Salt Lake City, Utah 84115.

All submitted proposals will consist of a technical proposal and a cost proposal. For the electronic proposal submission you should attach two separate documents in SciQuest, a document titled "Technical Proposal" and a document titled "Cost Proposal". For the hard copy these documents should be separate of each other. The cost proposal should be in a sealed envelope with the RFP number and the phase "Cost Proposal" clearly printed on the envelope.

Cost will be evaluated independent from the technical proposal, and as such, is to be submitted separate from the technical proposal. Failure to submit cost separately may result in your proposal being determined non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being determined non-responsive.

When submitting a proposal electronically through SciQuest, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. SciQuest's site will accept a wide variety of document types as attachments. However, the District is unable to view certain documents. Therefore, you **MAY NOT submit** documents that are **embedded (zip files), movies, wmp, and mp3 files**. All documents must be attached as separate files.

NOTICE: By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of the proposal.

XV. **PROPOSAL EVALUATION CRITERIA**

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal. All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, rules, policies and the evaluation criteria established in the RFP.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
40 %	Revenue sharing proposal
25 %	Demonstrated ability to meet the scope of work and proposed solution
25 %	Demonstrated technical capability

5 % Qualification and expertise of staff proposed for this project.

5 % References

Understandability and comprehensiveness of information supplied in this RFP will affect the evaluation of the above criteria.

XVI. **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the District. However, the District may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense.

XVII. **SHORTLIST**

Unless there is a successful offeror based on the initial review of the responses, the evaluation committee will develop a shortlist of the highest scoring offerors based on the stated criteria. To be included on the short list an offeror must have a total score of no less than a three (3) in any of the stated criteria. Vendors with a score lower than a three (3) will not be considered further in the evaluation. The shortlist of offerors may be asked to prepare a presentation and/or provide additional information prior to the final selection.

XVIII. **BEST AND FINAL OFFERS**

Vendors should offer their best offer in the original technical and cost proposals. The use of a Best and Final Offer process is regulated by Utah Code 63G-6a-707.5 and will only be used if:

- a. no single proposal addresses all the specifications stated in the RFP;
- b. all or a significant number of the proposals are ambiguous on a material point and the evaluation committee requires further clarification in order to conduct a fair evaluation of proposals;
- c. the evaluation committee needs additional information from all offerors to complete the evaluation of proposals;
- d. the differences between proposals in one or more material aspects are too slight to allow the evaluation committee to distinguish between proposals;
- e. all cost proposals are too high or over budget; or
- f. another reason exists supporting a request for best and final offers, as provided in rules established by the applicable rulemaking authority

It is important to understand this so as not to anticipate that a best and final process will allow for a vendor to “sharpen their pencil” in a subsequent phase.

XIX. **AWARD OF CONTRACT**

Award shall be made to the offeror whose proposal is the most advantageous to the District taking into consideration price and the other evaluation factors set forth in this request for proposals.

The District reserves the right to award the contract(s) to a technically qualified lower cost offeror(s) in the event the high scoring offer is determined to not be the best value offered to the District, based on a cost benefit analysis.

REVENUE SHARING PROPOSAL

Revenue sharing proposal is to be submitted based on the following:

Because the price of used textbooks is volatile, the use of a third party for purposes of providing contract benchmarking controls will be used for pricing standards and auditing. The third party benchmark that will be used is the mean Amazon price for any textbook on the day of the textbook purchase from the districts.

Revenue: Percentage of mean Amazon benchmark textbook value to Districts _____%

In addition to the commission percentage, please provide any additional details regarding any credit or incentive programs proposed.

**GRANITE SCHOOL DISTRICT
RFP EVALUATION SCORESHEET**

**SURPLUS SERVICES FOR K-12 TEXTBOOKS
JG17-16**

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (1-5)	Weight	Points
1. Demonstrated Ability to meet scope of work and proposed solution.	25 points possible		X 5	
2. Demonstrated Technical Capability	25 points possible		X 5	
3. Qualification and Expertise of Staff	5 points possible		X 1	
4. References	5 points possible		X 1	
5. Revenue Sharing Proposal	40 points possible	---	---	* Inserted by Purchasing
TOTAL EVALUATION POINTS	100 points possible		Total	

* Purchasing will use the following formula for the revenue sharing proposal points: The points assigned to each offerors revenue sharing proposal will be based on the highest proposal percentage. The offeror with the highest revenue sharing percentage will receive 100% of the points. All other offerors will receive a portion of the total points based on what percentage lower their proposed percentage is than the highest proposed percentage. An offeror whose proposed percentage is less than double (200%) the highest proposed percentage will receive no points. The formula to compute the points is: Revenue Sharing Proposal Points x (2- Highest Proposed Percentage/Proposed Percentage).



March 14, 2017

Granite School District
Purchasing Department
2500 S. State Street
Salt lake City, UT 84115

Re: Surplus Services for K-12 Textbooks (Solicitation # JG17-16)

Dear RFP Evaluator,

As the leader in the pre-owned textbook market, Follett School Solutions, Inc., (FSS) is pleased to offer this proposal to Granite School District.

If you have any questions, please contact me at 800-621-4272. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Cari Lauffer".

Cari Lauffer
Director, Inventory Management
Follett School Solutions, Inc.
1433 Internationale Parkway
Woodridge, Illinois 60517
(800) 621-4272 x46621
bidadmin@follett.com
www.folletlearning.com



EXECUTIVE SUMMARY

As the leader in the pre-owned textbook market, Follett School Solutions, Inc. (FSS) is pleased to offer this proposal to Granite School District for Surplus Services for K-12 Textbooks. FSS' formal response is enclosed for your review and acceptance. FSS agrees to all the terms and conditions set forth in BID NO. JG17-16 with the exception of using the mean Amazon Benchmark. The reason for such is presented in the Cost Proposal - Revenue Sharing Proposal.

Follett has been a trusted partner to Pre-K and K-12 schools, districts, and college campuses for more than 140 years, taking care of the critical details that make it easier for schools to run, teachers to teach and students to learn.

Every day, we serve over half of the students in the United States, and work with 80,000 schools as a leading provider of education technology, services and print and digital content. We're higher education's largest campus retailer and a hub for school spirit and community as we operate nearly 1,200 local campus stores and over 1,600 virtual stores across the continent.

Our vantage point and presence in the market – from early childhood all the way through higher education – gives us a unique perspective to know what teachers are teaching and how students are learning; to know what professors are adopting; to know what college students are buying, and to know how they are acquiring content and interacting with new technologies and retail environments available to them.

We're more than just a book company, we're a gateway to knowledge—harnessing our insights to help improve student outcomes and shape the future of education as we know it.

As the primary supplier to PreK-12 schools and districts, Follett School Solutions, Inc. partners with educators to offer the innovative products they need to transform learning. Because of the breadth and depth of our expertise, Follett offers unique insight to educators, and we are able to customize our suite of solutions to suit any need. Our associates are committed to providing excellent products as well as services such as pick-up and recycling programs, donation and charity coordination, and the reuse of surplus textbooks.



Surplus Management System (SMS)

The Surplus Management System (SMS) is an online resource that enables schools and districts to efficiently and easily comply with Utah Administrative Rule R277-433-3 and Utah State Code 53A-12-207 regarding the reuse and disposal of textbooks. The SMS was designed based on extensive discussions concerning the challenges in complying with the Rule as well as the benefits behind the intent of the Rule. The SMS system allows schools to quickly create lists of surplus books through a web portal. Schools in need of specific materials also search for books through the SMS web portal. This allows school districts and charter schools to collaborate together in the disposal or acquisition of surplus textbooks, workbooks, teacher editions, etc.

By collaborating and assisting each other in this manner, schools within a district, and even on a State-wide level, maximize the use of public funds and the lifespan of materials.

Exchanging textbooks using FSS' Surplus Management System helps everyone!

Textbook Buyback and Consignment Program

FSS offers both a textbook buyback and a consignment program for textbooks that have current market value or that may have market value beyond our current inventory needs. Details regarding these programs are provided in the Cost Proposal – Revenue Sharing Proposal.

Pickup & Recycling Services (PUR)

FSS provides pick-up and recycling services to numerous sites and Districts annually, successfully executing both site-by-site and centralized or warehouse pick-ups. From logistics to recycling, we manage the entire scope of the buy-back project.

Our PUR Program, which incorporates recycling, keeping books out of the landfills and provides materials for the production of recycled paper products. In addition, we work with several charities to get textbooks into the hands of underprivileged students throughout the world. FSS has facilitated more than 500 PURs of the course of a year.



Follett

Granite School District
BID NO. JG17-16
Surplus Services for K-12 Textbooks

March 16, 2017

Technical Proposal
(Redacted Version)



DETAILED RESPONSE

Company History

Follett Corporation was founded in 1873 when Charles M. Barnes opened a used book store in his home in Wheaton, Illinois, USA. He sold new and used textbooks, stationary and school supplies. C.W. Follett joined the company in 1901 as a stock clerk. The company soon evolved into a wholesaler, selling used books throughout the Midwest and as far away as the Oklahoma Territory.

In 1924, C.W. Follett and his wife, Edythe, purchased the company and his four sons joined the business soon thereafter. During the next two decades, C.W.'s sons infused the company with ideas and enthusiasm, helping the company to evolve and grow. Each of the sons and future generations of Follett family members diversified the business, expanding into college bookstores and textbooks, classroom curriculum, school libraries, and school management software.

Since 1873, Follett has served as the trusted partner in education for students and educators at all levels of learning. Today Follett delivers physical and digital learning materials, retail services, school content and management systems to more than 70,000 early childhood, primary and secondary schools, and on nearly 1,200 college campuses. Headquartered in Westchester, Illinois, Follett is a \$2.7 billion privately held company. Follett Corporation is now a fifth generation family business with 10,000 employees. C.W. Follett's great, great grandchildren work for the company.

Overview of Services

Follett is the largest provider of educational materials and technology solutions to PreK-12 libraries, classrooms, learning centers and school districts in the United States, and a major supplier to educational institutions worldwide. Follett distributes books, reference materials, digital resources, eBooks and audiovisual materials, as well as pre-owned textbooks. Follett also is one of the leading providers of integrated educational technology for the management of physical and digital assets, the tracking, storing and analyzing of academic data, and digital learning environment tools for the classroom focusing on student achievement.

As the primary supplier to PreK-12 schools and districts, we partner with educators to offer the innovative products they need to transform learning. Because of the breadth and depth of our expertise, Follett offers unique insight to educators, and we are able to customize our suite of solutions to suit any need. Our associates are committed to providing excellent products as well as services such as pick-up and recycling programs, donation and charity coordination, and the reuse of surplus textbooks.



Capabilities

Staffing

Follett's position of being an industry leader is the result of 140 years of experience, hard work, professionalism, quality, and ultimately, customer satisfaction.

As the largest provider of educational materials in the PreK-12 market, FSS needs a robust sales and purchasing team, to keep up with the volume of textbooks bought and sold. FSS has a sales team of approximately 300 associates backed by additional customer service associates to help pair textbooks with the school district that needs them.

Follett School Solutions, Inc. (FSS) has a field purchasing staff of nearly 70 Account Executives supported by 5 Regional Field Directors to provide textbook buyback services in 48 states throughout the country. The Account Executives provide on-site customer service, review of the textbooks, and issue real-time customer payments while purchasing FSS inventory. During peak business months, we hire college students to serve as additional Account Executives to keep up with the volume of books we need to process.

Our purchasing team members undergo a background check to ensure the safety of your students and campus. They also receive training on safe practices while on school premises. Finally, training continues to include textbook conditioning, and best practices for utilizing our exclusive technology and software.

The Purchasing team is focused on buying inventory by offering a wide-range of customer-fit solutions geared towards providing excellent service for handling excess and obsolete textbooks.

Our Instructional Materials Removal Service (IMRS) team undergoes additional training for managing large projects. This includes truck handling and safety to minimize accidents or damage to district premises.

Follett School Solutions imposes a Drug-Free Workplace policy to create the parameters for a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. A drug-free workplace provides all employees with a safe and healthy work environment free from the influence of substance abuse.



Purchasing Organizational Chart

Vice President, Purchasing		
Director, Instructional Materials Removal Service	Director, Purchasing Operations	Director, Field Purchasing
Manager, IMRS	Manager, Buy Operations	Account Executive, Field Purchasing
Representative, IMRS	Service Representative, Buy Operations	Temporary Account Executives

Administration and Staff Qualifications

Juli Hubbard - Vice President of Purchasing has a Masters Degree and 31 years experience in Distribution, Operations and Purchasing

Kathy Kelly - Regional Director of Purchasing holds a Bachelor's Degree and 29 years experience in Sales/Purchasing and Sales Management

Maxwell Merritt - Account Executive of Purchasing Currently finishing a Bachelor's Degree and 2 years of Purchasing and Sales experience

Jeff Ormsbee - Director of IMRS, Purchasing Operations has a Bachelors Degree in Business Administration and 29 years of Operations experience

Oz de Paula - Manager of Buying Operations has 21 years of customer service and management experience.

Dave Kuhlman - Service Representative for Buy Operations has 7 years experience in a Purchasing Support role

Maxwell Merritt is will be graduating from the University of Utah this spring and has been employed as an Account Executive for Follett School Solutions since 2015. As an Account Executive, Maxwell is responsible for daily customer contact with public and private school sites in 8 counties in Utah. In addition to daily customer contact, Maxwell has successfully managed the Surplus Management System (SMS), textbook buyback services, and recycling projects for numerous school districts in Utah. With Maxwell's vast experience and demonstrated proficiency, FSS can offer convenient and efficient service to your district.

Follett School Solutions imposes a Drug-Free Workplace policy to create the parameters for a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. A drug-free workplace provides all employees with a safe and healthy work environment free from the influence of substance abuse.

FSS can comply with all insurance requirements to complete this project and FSS will provide all necessary Certificates of Insurance, as requested by Granite School District, at the time of contract award.



Technology

Follett Schools Solutions developed and implemented the Surplus Management System (SMS), an online resource that enables schools and districts to efficiently and easily comply with Utah Administrative Rule R277-433-3 and Utah State Code 53A-12-207 regarding the reuse and disposal of textbooks.

In addition to our proprietary SMS program, we also utilize proprietary software to record the textbooks purchased, calculate payment, and record the tracking information for the shipments to FSS.

Resources

Our 235,000 square foot state-of-the-art Distribution Center contains more than 4.8 million books spanning approximately 53,000 titles. We have plenty of space for additional textbooks. In addition to our warehouse, the recyclers and local recyclers that we work with often allow us to utilize their warehouse space for temporary projects.

FSS has established partnerships with numerous truck rental companies, freight carriers, local recyclers, and recyclers nationwide. These partnerships help ensure that we have ample resources for every project we enter.

Experience

Follett's position of being an industry leader is the result of 140 years of experience, hard work, professionalism, quality, and ultimately, customer satisfaction.

FSS has the resources, manpower, experience, and technology to successfully manage and execute the textbook pick-up. We can sort textbooks during the pick-up process or off-site. This flexibility allows us to manage project volume and keep on schedule with pick-ups.

References appear in Tab 3, pages 1-2.



PROPOSAL REQUIREMENTS

Scope of Work

- 1) *Provide Software or some other method to enable a school district to communicate among its different schools the availability of surplus textbooks.***

Description of proprietary software and functions appear in Tab 3, pages 3-4.

- 2) *Provide Software or some other method to enable a school district to comply with the requirements to notify other districts and charter schools of availability of textbooks and timelines for disposal of textbooks found in Utah State Code Annotated 53A-12-207 Disposal of Textbooks and Utah Administrative Rule R277-433-3 Disposal of Textbooks in Public Schools.***

Our Utah representative, Maxwell Merritt, will visit schools and districts within EdPAC CPO to discuss their current process for handling surplus and obsolete textbooks. FSS will discuss and demonstrate the benefits of our proprietary SMS program. The more users that participate, the more useful the program will be to all.

Ideally, each school district and charter school would participate in the SMS program and keep active lists of the materials that they need to surplus. End-users from school districts and charter schools throughout the State would simply follow the steps outlined in Response #1 of the Scope of Work section. This would enable schools to comply with the Rule and facilitate communication of the intent to dispose of textbooks.

To support this, FSS will develop a schedule and project plan to facilitate training for end-users across the State. Based on past experience, account creation and end-user training can be completed with 15-25 minutes, depending on questions and feedback. It is most efficient to train end-users within a single district as a group, or in several groups as schedules permit. This also allows individuals to learn from the questions of others and to gain a level of reassurance that others will be using the program. Group training sessions are feasible in a school district setting but another approach will be pursued with charter schools. Charter school administrators and teachers meet together several times a year in convention settings. This provides an opportune time and place to train end-users in a group. Whether training in a group or individually, the training format is similar and proceeds as shown in the attachment labeled "SMS Account Setup" located in Tab 3, page 5-8

a. Non-Compliant Schools:

- i. In an effort to involve school districts or charter schools that do not maintain lists or search for books through the SMS Portal, FSS has included an "External Posting" function in consideration for the next phase of development. However, additional consensus and agreement on the scope and output of this function are needed before development can be completed. Please be aware that this,



among other features, is under consideration for inclusion in the next development phase.

3) Conduct buy-backs for the surplus textbooks within a school district on a site by site basis after the required internal and external notifications have not removed the textbook from surplus status. These buy-backs should occur as often as needed to maximize the return on the textbook to the school district. Credit instead of cash purchase options, will be considered, but is left to the discretion of each school or district. The buy-back is to be coordinated with the assigned district coordinator.

Typically, two types of buy-back processes are utilized when collecting books on a site by site basis.

First, after the required internal and external notifications have not removed the textbook from surplus status, FSS will immediately contact the school and schedule an appointment to buy-back current books and facilitate removal of non-marketable materials. This type of buy-back will generally result in a single FSS buyer visiting the school and removing materials from a bookroom, closet, classroom or similar storage area. These buy-backs occur regularly throughout the year and are particularly effective because schools capture more value from their book sales. Releasing textbooks as soon as they are recognized as being unneeded in the school, rather than storing and saving, results in more money back to the school more often.

Second, during summer months or adoption cycles the surplus piles are considerably larger. In these instances FSS will work with district officials and school administrators to schedule an appointment within thirty (30) days of notification of District preparedness. FSS' first priority is to buy-back or consign the maximum amount of surplus textbooks and associated surplus learning materials from each school location in order to put more money back into the schools. FSS will also facilitate removal of all non-marketable materials by following the steps outlined in Response #5 of the Scope of Work section.

FSS will provide all necessary equipment and supplies to execute the removal at NO COST to Granite School District. The FSS Purchasing Associate will provide complete and constant supervision of staff while on the School District premises.

FSS seeks to maximize efficiency and minimize school interruptions. When buy-back occurs during district-wide adoption or surplus cycles the school will be asked to locate textbooks to the nearest ground level exit with easy access for removal at each location. FSS will pick-up and remove any amount of surplus and obsolete textbooks as requested by Granite School District.

FSS will deliver to Granite School District or Granite School District schools a monetary payment for each textbook deemed to have market value. Supply and demand establishes market value and is published daily in FSS' "Buying Guide". As the leader in wholesale K-12 textbook buying, FSS has the sophisticated pricing models that enable us to offer the most competitive, timely prices for titles in need.



FSS will provide payment in the form of a corporate draft at the close of each collection period. To further increase value, Granite School District or its schools may choose payment in the form of a FSS credit voucher, adding an additional 10% value to payment and providing for the redemption on any of our product lines (Textbooks, Supplemental Books, Library Books, or Software Products and Services). The credit voucher must be redeemed within two years of issuance.

If necessary, FSS will contract with a local temporary employment agency and provide staff to assist in executing this project. FSS takes great care to insure that the agency is reputable and at all times FSS is protecting the security of your campus.

4) Provide for textbook consignment services for a school if appropriate and after the required internal and external notifications have not removed the textbook from the surplus status.

FSS can create a Consignment Lot for Granite School District, or individual schools within the district, for textbooks that may have future value beyond our immediate need. Books meeting consignment criteria will be captured during FSS' sorting process. These books will be held at our facility at **NO COST** or risk to Granite School District. FSS will monitor the Consignment Lot against our daily needs and should textbooks be pulled from this inventory a payment will be made to the District or school.

5) Provide an end-of-life surplus disposal of the textbook when the methods employed in scope of work items 1, 2, and 3 have determined there is no market value in the textbook, or the textbook is damaged, mutilated, or worn out. This method must involve consulting with the school principal to determine the end-of-life surplus option utilized. These options may include:

- a. **donating the books to patrons of the district (actual distribution to be conducted by school)**
- b. **donating the textbooks to a local charity of the principal's choice (school to deliver textbooks to local charity)**
- c. **donating the textbooks to a charity of the vendor's choice (vendor to deliver textbooks to charity)**
- d. **recycling the textbooks for their paper content (vendor to coordinate with district on recycling, if shipment is required from site this is the vendors responsibility). Disposal at a landfill or in district waste containers is strictly prohibited.**

We utilize an exclusive handheld technology that allows for on-site automated sorting of textbooks, and expedites the segregation for purchase, reuse, donation and recycle. Books undergo a comprehensive inspection and each used textbook must meet FSS' conditioning requirements.

As part of the buy-back and pick-up/recycling service, FSS will consult with school principals regarding materials that lack current or future value. It is understood and agreed that non-marketable materials should and will be reserved for 1) distribution to



students or families by the school; 2) donation to a preferred charity as coordinated by the principal or teachers; 3) donation to charities familiar to and arranged by FSS.

FSS works with charitable organizations that are specifically focused on providing educational materials to children and students in many foreign countries where textbooks are not available. Upon Granite School District approval, FSS will donate end-of-life and miscellaneous surplus materials to local charities and international organizations such as ***Books for Africa***

Books for Africa – www.booksforafrica.org

Every effort will be made to place the materials into the hands of students and after these options are exhausted FSS will coordinate with the district to arrange recycling of the paper content in textbooks, workbooks, etc.

If a textbook is deemed to have no current or future market value, we will make sure that it stays out of a landfill, recycling it in an environmentally friendly manner.

6) Provide system or approach to simplify and motivate the employee who is tasked with managing surplus textbooks.

The SMS Program was designed based on conversations and observations about the difficulties in complying with the State Rule R277-433-X along with the importance and benefits of complying with the Rule. As such, the process was organized to be straightforward and easy to use. The goal was to develop a process and program that was efficient and simple enough to use that it would eliminate any objections concerning participation. However, clear and understandable training along with consistent follow up with users is recognized as one of the most important elements in a successful implementation and continuous utilization of the SMS Program. As such, the following elements will be included in the initial and ongoing phases of the program

b. Planning and Preparation

- i. Project plan and timeline for implementation and training
- ii. Develop rotation cycle to maintain regular contact and follow up with end-users at the schools

c. Accountability

- i. Provide quarterly reporting to district officials regarding progress and use of program within the schools and FSS' level of support to end-users

d. District Support

- i. Previous conversations with Granite School District officials have included a discussions regarding who to assign as the end-user at the school, and how best to motivate them. The prevailing suggestion was to include SMS management in with the responsibilities of school media specialists. As an incentive, dollars returned to the school from text book purchases and consignment would go into their budgets. As an additional bonus, media



specialists could receive credit vouchers with an additional 10% value to payment. The credit vouchers can then be redeemed for purchases on any of our product lines (Textbooks, Supplemental Books, Library Books, or Software Products and Services). The credit voucher must be redeemed within two years of issuance.

- ii. Additionally, FSS often offers a Customer Rewards program which provides points that can be redeemed for a *Visa Gift Card*. Our last rewards program concluded September 30, 2016. Next year's rewards program is currently in the works but it is too early to publish details. Stay tuned. Detailed information about our last Customer Rewards Program can be found in Tab 3, page 9
- iii. FSS is committed to working closely with Granite School District officials to develop similarly creative approaches to motivating the employees tasked with managing surplus textbooks.

7) Provide individual school, school district, and overall contract level reporting.

FSS will provide a detailed list of surplus learning materials by location and title that only have value. Detailed list will include location, ISBN, quantity, title, and price per unit. FSS will also provide tonnage recap of recycled materials. Sample Attached.

e. Individual school reports:

- i. Attachment labeled "Cottonwood High School - 1260653" – example of detailed list of books purchased from Cottonwood High School. See Tab 3, page 10
- ii. Attachment labeled "Cottonwood High School - 0479678" – example of detailed list of books consigned from Cottonwood High School. See Tab 3, page 11
- iii. Detailed list accounting for books disposed of through end-of-life process explained in Response #5 of Scope of Work section to be developed and formatted in consultation with Granite School District.

f. District reports:

- i. Attachment labeled "Closed Merchandise & Rep Lot payments – For Granite School District January 2014 to Current" – example of detailed list of revenue received through buy-backs, consignment, and credit voucher bonuses. See Tab 3, page 12-29

g. Overall contract level reports:

- i. FSS possesses the ability to generate reports based on a wide range of criteria (as shown in the previous examples) a summary report based on revenue generation in participating school districts and charter schools will be developed and formatted in consultation with Granite School District, EdPAC, and other interested parties.



BID NO. JG17-16
Surplus Services for K-12 Textbooks
March 16, 2017

Additional Contact Information

Maxwell Merritt Account Executive, Field
Purchasing
1200 W 300 N
800-621-4272 x46825 (office)
801-205-0259 (mobile)
mmerritt@follett.com

Cari Lauffer; Director, Inventory
Management
1433 Internationale Parkway, Woodridge,
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bidadmin@FSS.follett.com

ATTACHMENT D



Follett

Granite School District
BID NO. JG17-16
Surplus Services for K-12 Textbooks

March 16, 2017

Revenue Sharing Proposal

REVENUE SHARING PROPOSAL

Revenue sharing proposal is to be submitted based on the following:

Because the price of used textbooks is volatile, the use of a third party for purposes of providing contract benchmarking controls will be used for pricing standards and auditing. The third party benchmark that will be used is the mean Amazon price for any textbook on the day of the textbook purchase from the districts.

Revenue: ~~Percentage of mean Amazon benchmark textbook value to Districts~~ _____%

FSS is offering the following revenue sharing – pricing model.

For books that are in Used condition, FSS offers to pay Granite SD the greater price of

- i. FSS' Buy Guide
- ii. 51 % of the lowest Amazon Marketplace Price.

Five dollars will be subtracted off of the calculated used price for books that will need to be rebound.

In addition to the commission percentage, please provide any additional details regarding any credit or incentive programs proposed.

FSS will provide payment in the form of a corporate draft at the close of each collection period. To further increase value, Granite School District or its schools may choose payment in the form of a FSS credit voucher, adding an additional 10% value to payment and providing for the redemption on any of our product lines (Textbooks, Supplemental Books, Library Books, or Software Products and Services). The credit voucher must be redeemed within two years of issuance.

FSS can create a Consignment Lot for Granite School District, or individual schools within the district, for textbooks that may have future value beyond our immediate need. Books meeting consignment criteria will be captured during FSS' sorting process. These books will be held at our facility at **NO COST** or risk to Granite School District. FSS will monitor the Consignment Lot against our daily needs and should textbooks be pulled from this inventory a payment will be made to the District or school.



Cost Proposal - Revenue Sharing Proposal

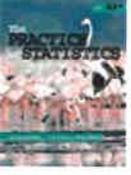
If the internal and external notifications from the SMS program have not removed the textbook from surplus status, FSS will contact the school and schedule an appointment to buy-back current books and facilitate removal of non-marketable materials. FSS' first priority is to buy-back or consign the maximum amount of surplus textbooks and associated surplus learning materials from each school location in order to put more money back into the schools.

As the leading supplier in the wholesale K-12 textbook market, FSS has the largest need for the purchase of additional used textbooks. We do not wait to find another buyer in the nation that wants to purchase your books. Instead, Follett School Solutions, Inc. uses a proprietary model to forecast the demand we will have for each and every title in our database. Every night, this model compares our forecasted demand to our current inventory levels and calculates how many copies of each title we want to purchase. From this calculation, the FSS Buy Guide is generated and distributed to our account executives using our exclusive software. This means that we are purchasing books **immediately and before** we have found a customer looking to purchase them from us. This allows FSS to offer immediate payment for books that are on our buy guide.

The prices listed on Amazon Marketplace vary and in many cases do not reflect true market value. It is tantamount to the housing or car market. The asking price or list price may be grossly overstated and the price will need to be lowered several times before an actual sale takes place.

Examples of this variance are shown below for ISBN 142924559X:

Shopping Cart

		Price	Quantity
	The Practice of Statistics by Daren S. Starnes Hardcover • Used, Good Only 1 left in stock. Shipped from: -TextbookRush- Gift options not available. Learn more Delete Save for later	\$39.50	1
	The Practice of Statistics by Daren S. Starnes Hardcover • Used, Good Only 11 left in stock. Shipped from: Bookadia- Gift options not available. Learn more Delete Save for later	\$142.00	1
	The Practice of Statistics by Daren S. Starnes Hardcover • Used, Good Only 1 left in stock. Shipped from: Silver Ocean Gift options not available. Learn more Delete Save for later	\$951.25	1
	The Practice of Statistics by Daren S. Starnes Hardcover • Used, Acceptable Only 1 left in stock. Shipped from: Bookadia- Gift options not available. Learn more Delete Save for later	\$999.00	1

On the flip side, some vendors grossly understate the asking price for a book for the condition stated. This is probably done to generate web traffic to their site. They might even hold no saleable inventory for the book. Examples of this are shown below for ISBN 0547473907

Shopping Cart

	Price	Quantity
 <p>Math Expressions: Student Activity Book Consumable, Volume 2 Grade 4 2011 by HOUGHTON MIFFLIN HARCOURT Paperback • Used, Very Good Only 1 left in stock. Shipped from: owlsbooks Gift options not available. Learn more Delete Save for later</p>	\$5.99	1
 <p>Math Expressions: Student Activity Book Consumable, Volume 2 Grade 4 2011 by HOUGHTON MIFFLIN HARCOURT Paperback • Used, Like New Only 1 left in stock. Shipped from: AAUSTIN Gift options not available. Learn more Delete Save for later</p>	\$1.50	1
 <p>Math Expressions: Student Activity Book Consumable, Volume 2 Grade 4 2011 by HOUGHTON MIFFLIN HARCOURT Paperback • Used, Very Good Only 1 left in stock. Shipped from: BaySideBooks Gift options not available. Learn more Delete Save for later</p>	\$0.26	1

The issues demonstrated above are further compounded when consideration is given to the fact that these are individual units and not the purchase of a classroom set of materials.

Due to the anomalies in Amazon Marketplace pricing, any calculations of a mean price will be erroneous. Any suggestions to simply throw out high and low pricing will make the mean calculations subjective.



We believe that we compensate districts fair market value for their books and provide them with the greatest opportunity for resale by utilizing programs such as our well-regarded consignment program. Our demonstrated expertise in this area as well as our commitment to excellent customer service and fair pricing are the primary reasons why we currently work with so many districts across the nation.

Follett's position of being an industry leader is the result of 140 years of experience, hard work, professionalism, quality, and ultimately, customer satisfaction.

FSS is offering the following revenue sharing – pricing model.

For books that are in Used condition, FSS offers to pay Granite SD the greater price of

- i. FSS' Buy Guide
- ii. 51 % of the lowest Amazon Marketplace Price.

Five dollars will be subtracted off of the calculated used price for books that will need to be rebound.

Both FSS and Granite SD retain the right to decline the offered purchase price due to market anomalies.

ATTACHMENT E

CONTRACT NO. – 17-04

PARTICIPATING ADDENDUM

SURPLUS TEXTBOOK DISPOSAL SERVICES

I. GENERAL

The undersigned acknowledges, on behalf of _____ (participating entity name to be added) School District that she or he has read and agrees to the terms and conditions set forth in the enclosed agreement between Granite School District and _____ (contractor to be added), District contract number 17-04 the “Granite School District Agreement” regarding the purchase of surplus textbook disposal services made available through said contract to the participating school districts who elect to execute this Participating Addendum, and thereby become participating entities “Participating Entities” who are authorized to purchase such goods and services under the aforementioned contract.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Granite School District Agreement is at the absolute discretion of the Participating Entity and that neither Granite School District nor the Education Procurement Advisory Committee shall be held liable for any costs or damages incurred by or as a result of the actions of Contractor or any other Participating Entity. Upon award of contract, Contractor shall deal directly with the Participating Entity concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that she or he is an agent of _____ (participating entity to be added) School District and is duly authorized to sign this Participating Addendum.

Date: _____

Signature

Print name

Title

Participating Entity Contact Information:

Contact Person: _____

Address: _____

Phone: _____

Email: _____

EdPAC Cooperative Purchasing Organization Participating School Districts

The EdPAC Cooperative Purchasing Organization “EdPAC CPO” consists of 35 of the state of Utah’s 41 school districts. Participation under contracts resulting from solicitations issued in behalf of the EdPAC CPO are available only to the participating school districts identified in the following list.

Alpine School District	Murray School District
Beaver School District	Nebo School District
Box Elder School District	North Sanpete School District
Cache School District	Ogden School District
Canyons School District	Park City School District
Carbon School District	Piute School District
Davis School District	Provo School District
Duchesne School District	Salt Lake City School District
Emery School District	San Juan School District
Grand School District	Sevier School District
Granite School District	South Sanpete School District
Iron School District	South Summit School District
Jordan School District	Tooele School District
Juab School District	Uintah School District
Kane School District	Wasatch School District
Logan School District	Washington School District
Millard School District	Weber School District
Morgan School District	

Non-Participating School Districts

Non-participating school districts may not participate in contracts created through the EdPAC CPO and are not to be considered as a part of the potential client base for the contract during the bid or contracting process.

Daggett School District	Rich School District
Garfield School District	Tintic School District
North Summit School District	Wayne School District