



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

Contract # 21-801

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

Contractor Name BOUND TO STAY BOUND BOOKS, INC		Address 1880 WEST MORTON AVE	City, State and Zip Code JACKSONVILLE IL 62650
Contact Person LAUREN BEAUCHAMP		Telephone Number (800) 637-6585 X 3161	Vendor Number 011066
Federal Tax Identification Number [REDACTED]		Fax Number (800) 747-2872	Web Page www.btsb.com
Legal Status:	C CORPORATION		

2. **GENERAL PURPOSE OF CONTRACT:** Cooperative annual contract to purchase hardcover books and library binding services
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on bid/proposal #JF21-009 RFP, fiscal year 2021.
4. **CONTRACT PERIOD:** Effective date 09/01/2020. Termination date 08/31/2021, unless terminated early or extended in accordance with the terms and conditions of this contract.
 Renewal options- 4 one-year options Maximum length of contract- 8/31/2025.
5. **CONTRACT COSTS:** CONTRACTOR will provide bound books with discounts applied to pre-bound publishers pricing of up to 30%. Details of the contract costs are located in Attachment C.
6. **ATTACHMENT A:** Standard Terms and Conditions
ATTACHMENT B: Request for Proposals # JF21-009 RFP
ATTACHMENT C: Vendor's Proposal
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code 63G-6 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>Lori Smith</i>	Date 9/1/2020	<i>Jared B Gardner</i>	Date 9/1/20
Contractor's Name Lori Smith		Director of Purchasing	
Title Vice President/General Manager			

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

This is for a contract for goods, meaning all things (including specially manufactured goods) which are tangible, including but not limited to materials, supplies, and equipment; and usually movable.

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 signed.
 - d) **"Contractor"** means the individual or entity delivering the Goods 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) **"Goods"** means all types of tangible personal property (commodities), including but not limited to materials, supplies, and equipment that Contractor is required to deliver to the District under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support) such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
 - g) **"Proposal"** means Contractor's response to the District's Solicitation.
 - 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 the Goods delivered 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, including CFR Appendix II to Part 200, will supersede this Attachment A. Additionally terms 38-43 within this document will also apply.
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 auditors and federal auditors, District staff, or their designees, 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 of the District. 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 the following 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 identified elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible 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:** 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 subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the District, upon thirty (30) days written termination notice being given to the Contractor. 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 and conforming Goods ordered prior to date of termination. In no event shall the District be liable to the Contractor for compensation for any Good neither requested nor accepted by the District. 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 Goods 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. **SALES TAX EXEMPTION:** The Goods 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.
15. **WARRANTY:** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Goods delivered to the District under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified, all Goods provided shall be new and unused of the latest model or design.

Remedies available to the District under this section include, but are not limited to, the following: Contractor will repair or replace Goods at no charge to the District within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the District may otherwise have under this Contract.

16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and 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 work is performed at the statutory limits required by said jurisdiction.
 - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and two million (\$2,000,000.00) aggregate per occurrence.
 - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or

hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the District before the Contract may commence.

The District reserves the right to require higher or lower insurance limits where warranted. 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 workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. 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 are 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 delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by the District.
- If Contractor delivers nonconforming Goods, the District may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the District to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
21. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Goods 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 Goods shall not be deemed an acceptance of the Goods 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. **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.
24. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The District and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the District.
25. **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.
26. **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 Goods that do not conform to this Contract.

27. **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.
28. **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.
29. **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 approval must be in writing.
30. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
31. **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 who 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.
32. **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.
33. **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 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.
34. **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.
35. **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 of this Contract or defect in the Goods that has not been cured.
36. **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.
37. **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.
38. **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity.
39. **COPELAND "ANTI-KICKBACK" ACT:** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

40. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** (40 U.S.C.3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
41. **CLEAN AIR ACT:** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
42. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
43. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the energy Policy and Conservation Act (42 U.S.C. 6201).
44. **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: 21 August 2017)

ATTACHMENT B
JF21-009 RFP
**Library Books and Services – Library Binding from Hardcover Book
Request for Proposals**

1. Purpose

This solicitation is being executed by Granite School District acting as lead district on behalf of EdPAC (Utah State Education Purchasing Advisory Committee) Cooperative Purchasing Organization. We would like to establish a cooperative annual contract to purchase library books and services that will provide deeper discounts for the cooperative members. As required by Utah State Procurement Code 63G-6a-2105, in order to participate in any resulting contract, a school district must enter into a “Participating Addendum” (Exhibit A). Only the districts listed (Exhibit B) shall be eligible to purchase books under this contract; however, it does not obligate them to make any purchases under the resulting contract.

2. Contract

Granite School District on behalf of EdPAC reserves the right to extend the contract for up to four (4) subsequent years through June 30, 2025 if it is in the best interest of the district(s) and the vendor is willing to maintain its discount. Upon determination by the district(s) to renew this contract for an additional term, written notification will be given to the Vendor via contract amendment.

Any contract resulting from this RFP will include but not be limited to the District’s Standard Terms and Conditions. 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.

3. Scope

This solicitation covers books (fiction and non-fiction, adult and children) as well as processing and cataloging. Any deviation from these specifications, failure to address specifications, and/or repeated delivery of partial orders will be considered grounds for non-award and/or cancellation of contract. Offeror shall list the discounts offered for the materials and services to be provided. All discounts should apply to first and backorder shipments for each order, including standing orders, placed by the school/department.

Library books will be purchased from the contracted vendor with the following exceptions:

- A. the contract vendor does not carry the title desired;
- B. a local retailer or publisher sale where titles are available for less than the contracted discount pricing. (for example annual 40% off sale that exceeds traditional available discounts); and/or
- C. the Contracted vendor is unable to obtain the required titles in the timeframe required.

4. Quantities

Based on

library expenditures for books last year, awards resulting from the current contract resulted in approximately \$100,000.00 annually. However, actual quantities will be contingent upon the annual book needs of the libraries/schools and total number of libraries and schools that determine to make a purchase from resulting contract (as participation is voluntary).

5. General Requirements and Services

Vendor must provide services as defined by the National Information Standards Organization (NISO) Library Binding Committee of the Book Manufacturers' Institute for hardcover binding of books for library use. Vendor must hold Library Binding Institute certification.

- A. Inferior goods or "factory seconds" will not be accepted and we reserve the right to request a replacement title or return such item(s) within thirty days of receipt. Vendor shall be responsible for the cost of returning the title.
- B. Vendor will be required to show approximate numbers of titles and volumes in stock, as this information will be used in the evaluation of vendors.
- C. Vendor will supply any current title in print in the United States in the latest edition unless otherwise specified, which is available to book jobbers through normal channels.
- D. Vendor shall provide an assigned customer service representative(s) to handle phone orders, special orders, problems and questions. Vendor will provide its email address and toll-free phone number including any applicable extension (Attachment C). The representative(s) shall respond within one business day to all inquiries via email or returned phone call.
- E. Services include electronic ordering, receiving, invoicing, cataloging, processing, shipping and handling, and quality assurance.
- F. Vendors cataloging and processing error rate shall not exceed 5%.
- G. Vendors shipping error rate shall not exceed 2%.
- H. Vendor must be willing to accept payment with purchasing cards, purchase orders, and/or pay vouchers.

6. Cataloging and Processing Specifications

- A. Processing will be specified by the individual school/location placing the order.
- B. Barcode label will contain the school name and book title for use with Follett Destiny (the current program used by Granite School District).
- C. For theft detection, Checkpoint security tags or 3M magnetic strips will be attached in a specified location.
- D. Books will be shelf-ready:
 - a. with spine labels that meet the specific District standard specifications provided by the District or School. This may include printing horizontally or vertically depending on book width.
 - b. The mylar cover is the dust jacket and must be attached to the book.
- E. Provide MARC Records in RDA format with enhancements beyond the 852 tag, including Sears and LOC subject headings, series 490 tags, and reading/interest levels and Lexile level.

7. Fill Rate

- A. Fill rate must be done in two complete shipments.
 - a. First shipment must arrive to the ship to location within seven (7) calendar days.
 - b. Final shipment must arrive to the ship to location within thirty (30) additional calendar days of original order receipt unless an extension has been authorized in writing by the individual submitting the order.
 - c. Unless specified in the original order, orders that are unable to ship within the specified time-period will be cancelled and the individual submitting the order will be notified in writing.

- B. Fill rate must meet above requirements unless vendor obtains prior written authorization to ship incomplete sets from the individual submitting the order.
- C. If a title is unavailable and must be obtained from another source, additional charges are NOT to be added to the school/location price.

8. Ordering

- A. Orders will be placed throughout the school year.
- B. Vendor shall accept orders over the phone toll free, via fax, email, and electronically.
- C. Vendor shall provide an interactive selection and online ordering catalog (website) at no additional cost that allows for the building of “carts” of materials that are to be purchased. The website must include tools that allow the selector ordering to: search for titles; view list and discount price; delete/add titles to a list; merge lists; print lists; view quantity in stock; view publication date and reviews; track orders; and view order history and other information. The website will compute and calculate each list/cart (based on discount price) as quantities and titles are added to the cart. The Vendor shall allow any number of users to be added at no cost. The vendor shall provide a comprehensive catalog of popular titles for all age groups as is appropriate for a K-12 library. Vendor inventory shall include both current and backlisted popular titles.
- D. Vendor shall provide information on the types of selection lists offered and will, upon request, provide examples of print resources.
- E. Vendor shall confirm all orders electronically with a list of titles submitted within 12 hours from the time of the original order. Order confirmations will report items that are not available and will specify whether the title is temporarily or permanently unavailable from the publisher.
- F. District(s) reserve the right to purchase directly from publisher(s) should more favorable pricing become available during the term of the agreement.
- G. As a general practice, most titles will be ordered in multiple quantities; however, there shall be no minimum requirement on the number of items purchased.

9. Receiving/Invoicing

- A. Invoice shall list any cancelled books and the reason for cancellation.
- B. Vendor shall provide a packing slip and an invoice for every order in the shipping container/ delivery. The box that contains the invoices and packing slip shall be clearly marked.
- C. Vendor shall provide separate invoices for each purchase order.
- D. Invoice and packing slip will include title-specific information in alphabetical order:
 - a. Bill to: School/location address
 - b. Ship to: School/location address
 - c. Original vendor name
 - d. Purchase order number
 - e. Order date
 - f. Quantity
 - g. Title
 - h. Author
 - i. Publisher
 - j. ISBN/ISSN
 - k. List price
 - l. Discount
 - m. Unit price after discount

- n. Processing price
- o. Cataloging price

If the first shipment does not contain all of the items, the packing slip will indicate which items will be shipped in the Final shipment. If applicable, the Final shipment will include a list of books that were not shipped and the amount of credit to be issued.

- E. To accommodate specific fiscal year appropriations, each participating school reserves the right to require that shipments received prior to June 30th be invoiced prior to June 30th and that shipments for orders shipped after July 1st be invoiced after July 1st. If applicable, this fiscal year information will be included on the purchase order.
- F. Credit memos issued for damaged items or incorrect shipments will contain the Purchase Order number, titles, school or department location, and number of copies.
- G. Vendor will issue credit statements within 10 business days of notification and/or return of materials in question.

10. Shipping Requirements

- A. In-stock items must be sent in the First shipment and not held to consolidate shipments.
- B. All shipping shall be F.O. B. destination and paid by the vendor. There shall be no handling charges.
- C. Vendor shall utilize a carrier with order tracking capability.
- D. Vendor shall provide quick shipping of unprocessed books (in emergencies) with MARC records to follow within 15 working days.
- E. Vendor shall mark each and every carton with the Purchase order number.
- F. Vendor shall deliver materials to inside the location.
- G. Vendor must identify multi-box shipments on the outside of each box with a sequential shipment number and a label noting the number of boxes in the shipment and corresponding box number.
- H. Vendor agrees to accept and pay for the return of items found by the school/department to be defective, not ordered, unauthorized substitution, damaged, or incorrect book processing.
- I. Vendor shall make all deliveries Monday through Friday, or as individually specified. No holiday or Saturday deliveries will be accepted.

11. Order Rejection/Returns

- A. Vendor will furnish instructions for returning materials and note whether or not libraries must receive authorization before making returns (**Attachment C**). Orders may be rejected in whole or in part and returned to the Vendor at the Vendor's expense for adjustments or replacements as determined by the District, for the following reasons:
 - a. An order is received without an approved purchase order number issued by the District purchasing department or p-card.
 - b. Materials received in an order are defective, damaged, are substituted editions, versions, or titles from those specified or otherwise not in compliance with the original order.
 - c. Unauthorized shipments are received for orders that are 1) shipped after the Final shipment thirty-seven (37) day window has expired or 2) consist of an unauthorized duplicate shipment.
 - d. An order includes materials that are processed incorrectly, including but not limited to materials that lack spine labels, barcodes, or property labels; materials with barcodes that are not scannable; materials with incorrect label placement; or materials with protective covers that inhibit barcode scanning.

- B. Awarded vendor will allow an unprocessed item to be returned that was ordered in error by the end user. In this instance, the end user may pay for the return shipping.
- C. Vendor shall not charge additional service charges, including for special requests and re-stocking charges for returned material, etc.
- D. Vendor shall provide a pre-paid return label for credit or replacement (see section A., a. through d. above).

12. Vendor Rewards/Gift Programs

It is the policy of the State of Utah not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards or other rewards from vendors for purchases made.

13. Contract Pricing

- A. Cost proposal must be based on a percentage discount from the publisher’s lowest list price at time of submission. Although the price list in effect may vary during a contract term, the fixed percentage shall remain firm for the entire term of the contract including any renewal period.
- B. Adjustments will be allowed only once a year on the anniversary of the contract award and must be made at least 30 days prior to the effective date. Adjustments must be fully documented and tied to PPI/CPI.
- C. The unilateral imposition of additional surcharges (e.g. fuel, delivery, etc.) at any point during the contract term is prohibited.
- D. Proposed cost must include insurance, packing (handling), and complete shipping charges.

14. References

Vendors shall supply three names of similarly sized consortia or other customers as references (Attachment B). We will also perform an internal reference check.

15. 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.

WEIGHT	EVALUATION CRITERIA
30 %	Cost
70 %	Demonstrated ability to meet the scope of work

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

16. 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.

17. 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.

18. 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.

19. 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.

3. Describe your process for ensuring adequate stock to ensure prompt delivery of the items ordered and limit backordered items.

4. Describe your ordering, delivery and/or shipping process.

5. Describe your customer service capabilities and ability to meet the response time specified in the scope of work.

6. Describe your invoicing, accounting, and reporting processes.

7. Describe return process.

Attachment B:

Reference No. 1.

Customer Name _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Reference No. 2.

Customer Name _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Reference No. 3.

Customer Name _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Vendor's Contact Information

Please complete the following information for our records.

Vendor name: _____

Web Address: _____

Designated Customer Service Representative: _____

Phone: _____ Fax: _____

Email: _____

Designated Sales Representative: _____

Phone: _____ Fax: _____

Email: _____

Number of publishers you can provide: _____

Number of individual K-12 titles available from your inventory: _____

**EXHIBIT A:
PARTICIPATING ADDENDUM
Library Books and Services**

I. GENERAL

The undersigned acknowledges, on behalf of _____ (participating entity name to be added) School District that she/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 _____ (to be added) the "Granite School District Agreement" regarding the purchase of library books and 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) and is duly authorized to sign this Participating Addendum.

Date: _____

Signature

Print name

Title

Participating Entity Contact Information:

Contact Person: _____

Address: _____

Phone: _____

Email: _____

Exhibit B:

Utah School Districts

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

**GRANITE SCHOOL DISTRICT
REQUEST FOR PROPOSAL
Solicitation # JF21-009 RFP**

Score will be assigned as follows:
 0 = Fail, fails to address the requirements
 1 = Poor, inadequately addresses the requirements
 2 = Unsatisfactory, only partially responsive to the requirements
 3 = Satisfactory, meets minimum requirements
 4 = Good, meets requirements and exceeds in some respects
 5 = Excellent, exceeds all of the requirements

Firm Name: _____

Evaluator: _____

Date: _____

		Score (0-5)	Weight	Points
Demonstrated Ability to meet scope of work	70 points possible			
1. Experience			X 1	
2. Cataloging and processing			X 2	
3. Stock, delivery, and back orders			X 3	
4. Ordering, Delivery, and Shipping			X 2	
5. Customer service and response times			X 3	
6. Invoicing, Accounting, and Reporting			X 1	
7. Return process			X 2	
Cost	30 points possible			* Inserted by Purchasing
TOTAL EVALUATION POINTS			Total	
MIN 60% REQUIRED TO BE CONSIDERED FOR AWARD	(100 points possible)			

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).



August 11, 2020

**BID SCHEDULE FOR QUANTITY PURCHASES
OF
BOUND TO STAY BOUND
PREBOUND HARDBACK BOOKS**

✓ YOU MAY DEDUCT an additional 65¢ per book from the BTSB Price in our current print catalogs or other listings of our titles. (When using our online catalog, The BTSB BOOKSTORE, at www.btsb.com, your actual discount will be shown.)

OUR CUSTOMARY PRICING PROCEDURE for titles acquired at standard discount involves reducing the publisher's current list price by 30% and adding a prebinding charge. Short discount title prices are reduced by 10% instead of 30%.

DISCOUNT WILL REMAIN CONSTANT through June 30, 2025, but we do reserve the right to pass along increases in publisher list prices received by us prior to your invoice. All prices are based on payment of invoices within 30 days. If payment consistently extends beyond our terms, discounts may be adjusted to compensate for extended credit.

OUR PROCESSED BOOKS that are marked in any way can be returned only if there is an imperfection in the binding, processing, or printing.

BTSB provides only those titles listed in our catalogs.

There is no charge for downloading your MARC records from our website at www.btsb.com. (\$20.00 charge for CD per shipment if we send records to you.)

We pay SHIPPING CHARGES on all shipments within the continental United States. First shipment within 7 - 10 days after receipt of order.

No subcontractors will be used for any aspect of this contract.


Lori Smith, Vice President/General Manager

Attachment A

Contractor must describe in detail and demonstrate its ability to meet the scope of work requirements using this format. In addition to the other information provided in your proposal, responses will be evaluated to determine the Contractors ability to meet the requirements.

1. Describe your experience providing binding services for library books from hardcover.

Bound to Stay Bound Books, Inc. was founded January 20, 1920 as New Method Book Bindery. In January, 1970 the name was changed to Bound to Stay Bound Books, Inc. All our books are bound to the rigid specifications of the Library Binding Institute (ANSI/NISO Z39.78-2000), which assures superior quality, appearance and most importantly, long life. We unconditionally guarantee our books against imperfections in binding or errors in processing; however, it is not uncommon for them to withstand over 200 circulations.

2. Describe your cataloging and processing process.

All books will be processed and shelf ready in accordance with your specifications. No charge for attached or unattached spine label and barcode. We also offer laminated jackets, reading program labels, Lexile labels, kits, pockets, property stamping or labels and security systems (3M Tattletape or Checkpoint.) MARC records can be emailed or downloaded from our website at www.btsb.com.

3. Describe your process for ensuring adequate stock to ensure prompt delivery of the items ordered and limit backordered items.

Bound to Stay Bound has the world's largest inventory of prebound library books ready for shipment. We carry over 18,000 different titles with 1,500,000 prebound books in inventory at any given time which allows us to process and fulfill orders in a timely and efficient manner.

4. Describe your ordering, delivery and/or shipping process.

Our online catalog, The BTSB Bookstore, is updated daily and can be accessed at www.btsb.com. Send orders electronically, via email or you can print your order and mail or fax (800/747-2872) to us. Our experienced shipping personnel using dependable commercial carriers, check, stretch wrap and pack each order with care. First shipment will arrive within 7 – 10 days. Bound to Stay Bound has a first shipment fulfillment rate greater than 90% on all items ordered.

5. Describe your customer service capabilities and ability to meet the response time specified in the scope of work.

Our Customer Service Reps spend their first six months learning about the products and services we offer before taking their first telephone call and are not considered fully trained until completing two years of service. Our reps are available to help with title selection, processing options, navigating our website or placing an order. Our Customer Support phone lines are open Monday through Friday from 7:00 A.M. to 5:00 P.M. Central Standard Time. Live Chat is also available on our website. Lauren Beauchamp, 800/637-6586, ext. 3161. You may also email us at btsb@btsb.com.

6. Describe your invoicing, accounting, and reporting processes.

Invoices are mailed for each shipment. Multiple copies of invoices and monthly statements are available upon request. Invoices include Bill to address, Ship to address, purchase order number, purchase order date, author, title and individual item and processing cost. Invoice/Accounting Department, 800/637-6586, ext. 2002 or accounting@btsb.com. Monthly status reports can be provided containing information about title status, cancellations, out of print materials, etc. A packing list will be provide in each carton of your order.

7. Describe return process.

Unmarked, unprocessed, resalable books plus any books damaged in shipping or not as ordered may be returned for credit upon request. Processed or marked books may be returned due to imperfections in the binding or errors in cataloging or processing. Send to ATTN: Returns Dept. Call or email for authorization prior to returning any processed books. 800/637-6586, ext. 2001, email: returns@btsb.com.

Attachment B:

Reference No. 1.

Customer Name ALPINE SCH DIST Contact Individual: JIM MOON
Address: 575N 100E Phone Number: 801/610-8051
AMERICAN FORK, UT 84003 Facsimile Number: 801/796-3110
Contract Amount: \$126,702.72 Year: 2019

Reference No. 2.

Customer Name DAVIS CO SCH DIST Contact Individual: MONICA FLINT
Address: 45 EAST STATE STREET Phone Number: 801/402-5179
FARMINGTON, UT 84025 Facsimile Number: 801/402-5354
Contract Amount: \$31,863.84 Year: 2019

Reference No. 3.

Customer Name SALT LAKE CITY SCH DIST Contact Individual: KATIE IEREMIA
Address: 440E 100S Phone Number: 801/578-8214
SALT LAKE CITY, UT 84111 Facsimile Number: 801/578-8291
Contract Amount: \$1,645.69 Year: 2019

Attachment C:

Vendor's Contact Information

Please complete the following information for our records.

Vendor name: BOUND TO STAY BOUND BOOKS, INC.

Web Address: WWW.BTSB.COM

Designated Customer Service Representative: LAUREN BEAUCHAMP

Phone: 800/637-6586, EXT. 3161 **Fax:** 800/747-2872

Email: LBEAUCHAMP@BTSB.COM

Designated Sales Representative: DAVID MCPHEE

Phone: 800/637-6586, EXT 3539 **Fax:** 800/747-2872

Email: DMCPHEE@BTSB.COM

Number of publishers you can provide: 300+

Number of individual K-12 titles available from your inventory: 18,000 TITLES; 1,500,000 VOLUMES

**EXHIBIT A:
PARTICIPATING ADDENDUM
Library Books and Services**

I. GENERAL

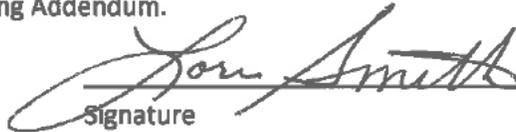
The undersigned acknowledges, on behalf of BOUND TO STAY BOUND BOOKS, INC. (participating entity name to be added) School District that she/he has read and agrees to the terms and conditions set forth in the enclosed agreement between Granite School District and

BOUND TO STAY BOUND BOOKS, INC. (contractor to be added), District contract number JF21-009 (to be added) the "Granite School District Agreement" regarding the purchase of library books and 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 BOUND TO STAY BOUND BOOKS, INC. (participating entity to be added) and is duly authorized to sign this Participating Addendum.

Date: 8/11/2020


Signature

LORI SMITH

Print name

VICE PRESIDENT/GENERAL MANAGER

Title

Participating Entity Contact Information:

Contact Person: LORI SMITH

Address: 1880 WEST MORTON
JACKSONVILLE, IL 62650

Phone: 800/637-6586

Email: SALES@BTSB.COM

ATTACHMENT D: MARKET BASKET

The following list of books represents a sampling of library books that may be ordered
 *Titles that can't be provided by all Offerors will be removed for the purpose of figur

Title	Author	ISBN	Publisher Pricing
Agua, Agüita/ Water, Little Water (Spanish and English Edition)	Jorge Argueta	978-1558858541	18
Amelia Earhart: Pionera en aviación	Grace Hansen	9781624026782	20
Astrid the Unstoppable	Maria Parr	978-1536200171	17
The Book of Boy	Catherine Gilbert Murdock	978-0062686206	17
Fry Bread: A Native American Family Story	Kevin Noble Maillard	978-1626727465	19
Look Both Ways: A Tale Told in Ten Blocks	Jason Reynolds	978-1481438285	18
Sulwe	Lupita Nyong'go	978-1534425361	18
Coraline	Neil Gaiman	978-0380807345	17
The Neighbors	Einat Tsarfati	978-1419731686	17
Scary Stories for Young Foxes	Christian McKay Heidicker	978-1250181428	17
The Remarkable Journey of Coyote Sunrise	Dan Gemeinhart	978-1250196705	17
The Secret Lake	Karen Inglis	978-0956932303	8
New Kid	Jerry Craft	978-0062691194	13
Ordinary Hazards: A Memoir	Nikki Grimes	978-1629798813	20
A Friend for Henry	Jenn Bailey	978-1452167916	17
What is Given from the Heart	Patricia McKissack	978-0375836152	18
Soñadores (Spanish Edition)	Yuyi Morales	978-0823442584	19
¡Lolinguito, de la A A La Z! (English and Spanish Edition)	Lulu Delacre	978-0892393275	19
Double Bass Blues	Andrea J. Loney	978-1524718527	18
The Silence Between Us	Alison Gervais	978-0310766162	8
Kitten's First Full Moon	Kevin Henkes	978-0062417107	18
Bomb: The Race to Build--and Steal--the World's Most Dangerous Weapon	Steve Sheinkin	978-1250050649	22
The Distance Between Me and the Cherry Tree	Paola Peretti	978-1471407550	18
Across the Bay	Carlos Aponte	978-1524786625	18
Vamos! Let's Go to the Market	Raúl Gonzalez	978-1328557261	15
When Aidan Became a Brother	Kyle Lukoff	978-1620148372	19

All in a Drop: How ANTONY van Leeuwenhoek Discovered an Invisible World	Lori Alexander	978-1328884206	18
Flower Talk: How Plants Use Color to Communicate	Sara Levine	978-1541519282	20
The Field Guide to the North American Teenager	Ben Phillippe	978-0062824127	19
Stretchy McHandsome	Judy Schachner	978-0803741218	18
Free Lunch	Rex Ogle	978-1324003601	17
Gittel's Journey	Lesléa Newman and Amy June Bates	978-1419727474	18
Caperucita roja (Spanish Edition)	Katherine Kirland	978-8416117406	10
Stargazing	Jen Wang	978-1250183880	13
This Was Our Pact	Ryan Andrews	978-1250196958	15
Apple in the Middle	Dawn Quigley	978-1946163073	19
Princess in Black and the Bathtime Battle	Shannon Hale and Dean Hale	978-1536202212	15
Schomburg: The Man Who Built a Library	Carole Boston Weatherford	978-0763680466	17
¡FUSHHH!: El chorro de inventos	Chris Barton	978-1580892339	8
My Cat Looks Like My Dad	Thao Lam	978-1771473514	18
Small Spaces	Katerine Arden	978-0525515043	17
Cardboard Kingdom	Chad Sell	978-1524719388	13
Bloom! Boom!	April Pulley Sayre	978-1481494724	18

during the school year.
ing total cost points*

Percentage Off	Cost - INCLUDING Library Binding from Hardcover
30**	\$20.04
**	\$21.44
**	\$19.36
**	\$19.36
**	\$20.76
**	\$20.06
**	\$20.06
**	\$19.36
**	\$19.36
**	\$19.36
**	\$19.36
**	\$13.37
**	\$16.56
**	\$21.46
**	\$19.36
**	\$20.06
**	\$20.76
**	\$20.74
**	\$20.06
**	\$13.37
**	\$20.06
**	\$22.86
**	\$20.06
**	\$20.06
**	\$17.96
**	\$20.74

**	\$20.06
**	\$21.46
**	\$20.76
**	\$20.06
**	\$19.34
**	\$20.06
**	\$14.75
**	\$16.56
**	\$17.96
**	\$20.74
**	\$17.96
**	\$19.36
**	\$13.37
**	\$20.04
**	\$19.36
**	\$16.56
**	\$20.06
TOTAL COST	\$824.46