



**UTAH STATE BOARD OF EDUCATION  
COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Utah State Board of Education, referred to as USBE, and the following Contractor:

Follett Content Solutions, LLC  
Name  
1340 Ridgeview Drive  
Address  
McHenry IL 60050  
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency
- Other: LLC

Point of Contact: Mindy Herskovic Phone # 800-862-4272 x46821 Email: mherkovic@follett.com  
Vendor # VC258497 Commodity Code # 86100E

- 2. SECTION: This contract is for USBE Section: Purchasing and Contracts (LEA COOPERATIVE CONTRACT)
- 3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Book Surplus services
- 4. PROCUREMENT: This contract is entered into as a result of the procurement process of Solicitation # USBE-AR23004-RFP, in FY23.
- 5. CONTRACT PERIOD: Effective Date: 10/6/22 Termination Date: 10/5/27 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
- 6. CONTRACT COSTS: CONTRACTOR will be paid as identified in the scope of work or other attachments.
- 7. STUDENT DATA: Student Data is included in Contract:  Yes  No
- 8. ATTACHMENT A: USBE Standard Cooperative Terms and Conditions for Goods and Services  
ATTACHMENT B: Scope of Work  
ATTACHMENT C: \_\_\_\_\_  
ATTACHMENT D: \_\_\_\_\_  
**The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other USBE terms and conditions, 3) Scope of Work, 4) this Contract signature page, then 5) Contractor terms and conditions, if any. Any limit of liability or limit of USBE's rights must be signed by USBE.**
- 9. 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, Procurement Rules, Solicitation, and Contractor's response.
- 10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

**CONTRACTOR**  
[Signature] 10/4/22  
Signature Date  
Sarah Eisenhauer Director  
Type or Print Name and Title  
BFF

**UTAH STATE BOARD OF EDUCATION**  
\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Type or Print Name and Title

**ATTACHMENT A:  
UTAH STATE BOARD OF EDUCATION  
STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES  
(AMENDED SECTIONS 9, 11, 14, 23, 24, AND 34)**

**1. DEFINITIONS:** The following terms shall have the meanings set forth below:

- 1.1. **“Authorized Persons”** means Contractor’s employees, officers, partners, Subcontractors or other agents of Contractor, who require access to Data and have a legitimate interest in the Data to enable the Contractor to perform its responsibilities under this Contract.
- 1.2. **“Confidential Information”** means information that is deemed confidential and not subject to public distribution under applicable state and federal laws. USBE 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.
- 1.3. **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” shall include any purchase orders that result from this Contract.
- 1.4. **“Contract Signature Page(s)”** means the cover page(s) that USBE and Contractor signed.
- 1.5. **“Contractor”** means the individual or entity delivering the Procurement Items identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, partners, and subcontractors.
- 1.6. **“Data”** Any piece of information suitable for use in electronic or print format. Data includes Student Personally Identifiable Information and Educator Data and may also include Confidential Information.
- 1.7. **“Data Breach”** means the actual unauthorized access to Data that results in the unauthorized use, disclosure, or theft of Data, or the compromise of the confidentiality, integrity, or availability of Data in possession or control of Contractor or Subcontractor.
- 1.8. **“Destroy” or “Destruction”** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
- 1.9. **“Educator Data”** includes, but is not limited to, the educator’s name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
- 1.10. **“Incident”** means the potentially unauthorized access to Data that could reasonably result in the unauthorized use, disclosure, or theft of Data or the compromise of the confidentiality, integrity, or availability of Data within the possession or control of Contractor or Subcontractor.
- 1.11. **“Local Educational Agency” or “LEA”** means a charter school or school district that directs and controls public elementary or secondary education institutions, its board officers, employees, agents, and authorized volunteers.
- 1.12. **“Metadata”** includes all information created manually or automatically to provide meaning or context to other data.
- 1.13. **“Person”** shall have the same meaning as found in Administrative Rule R33-1-1.
- 1.14. **“Procurement Item,” “Good,” or “Service”** means a supply, a service, construction, or technology that Contractor is required to deliver to USBE under this Contract.
- 1.15. **“Response”** means the Contractor’s bid, proposal, quote, or any other document used by the Contractor to respond to USBE’s Solicitation.
- 1.16. **“Solicitation”** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statements of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

- 1.17. **“State Entity”** means the state or any department, division, office, bureau, agency, board, commission, or other instrumentality of the state.
- 1.18. **“State of Utah” or “State”** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- 1.19. **“Student Personally Identifiable Information” or “PII”** has the same meaning as that found in U.C.A § 53E-9-301 and 34 § CFR 99.3, and includes both direct identifiers (such as a student’s or other family member’s name, address, student number, or biometric number) and indirect identifiers (such as a student’s date of birth, place of birth, or mother’s maiden name). Indirect identifiers that constitute PII also include Metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a person who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- 1.20. **“Subcontractor”** means a person under contract with Contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.
- 1.21. **“Targeted Advertising”** means advertising to a student or a student’s parent by Contractor if the advertisement is based on information or Data Contractor collected or received under this Contract.
- 1.22. **“Utah State Board of Education” or “USBE”** means the board, its elected or appointed officers, employees, agents, and authorized volunteers.
2. **GOVERNING LAW AND VENUE:** This Contract is 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:** Contractor shall 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 2 CFR Appendix II to Part 200, will supersede this Attachment A.
4. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** Contractor shall comply with the requirements of the Status Verification System, also referred to as “E-verify,” as required by Utah Code § 13-47-2 et seq.
6. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USBE or the State of Utah. Contractor shall disclose if a current USBE employee is hired during the term of the Contract (*e.g.*, dual employment).
7. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USBE, except as to the specific and limited agency created by the section “Agent Designation” below.
8. **PUBLICITY:** Contractor shall not use USBE’s name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USBE.
9. **ASSIGNMENT:** Any assignment or delegation by Contractor must be made through an amendment to the Contract, and such assignment or delegation shall not be unreasonably withheld or delayed.
10. **AMENDMENTS:** Amendments to this Contract, including execution of renewal options and changes to the scope, must be made by signed written agreement of both parties.
11. **INDEMNITY:** Contractor shall be fully liable for its actions and shall fully indemnify USBE and the

State of Utah from all claims arising out of Contractor's willful misconduct or negligent performance, without limitation, except for the portion of any claim that is the sole fault of USBE or the State of Utah. Except as otherwise provided, in no event shall either party be liable to the other or to any third party for any loss of use, revenue, profit or loss of data or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. Except as otherwise provided, in no event shall either party's liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise exceed the amount paid to service provider pursuant to this agreement in the 12 months preceding the event giving rise to the claim.

**12. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor represents all Procurement Items are free of all liens and encumbrances and shall indemnify USBE and the State of Utah from any claim brought against USBE or the State of Utah for infringement of a third party's intellectual property. Any limitation of Contractor's liability does not apply to this section.

**13. OWNERSHIP OF PROCUREMENT ITEM:**

**13.1.** Contractor conveys to USBE full ownership and title to all Procurement Items delivered under this Contract. Procurement Items shall be transferred to USBE as work for hire, unless otherwise agreed to in the Contract.

**13.2.** Unless included in the Contract, neither party has any claim to the intellectual property of the other party.

**14. CONTRACTOR'S INSURANCE RESPONSIBILITY:**

**14.1.** Contractor shall maintain insurance during this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.

**14.2.** The Contractor shall maintain the following insurance coverage:

**14.2.1.** 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 Utah's workers' compensation laws at the statutory limits required thereunder.

**14.2.2.** 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 shall be no less than \$1,000,000.00 per person per occurrence and \$2,000,000.00 aggregate.

**14.2.3.** If Contractor uses a vehicle in the performance of this Contract, Contractor shall maintain 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 the performance of Services under this Contract. The minimum liability limit must be \$1,000,000.00 per occurrence, combined single limit.

**14.2.4.** If Contractor has access to Data, Contractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

**14.2.5.** If Contractor stores, processes, transmits, Data, Contractor shall maintain Cyber Liability Insurance covering loss as a result of the compromise of the confidentiality, integrity, or availability of Data with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

**14.3.** USBE shall be named as additional insured on all CGL policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.

- 14.4.** The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without the insurer giving at least 30 days' prior notice to Contractor. Contractor shall forward such notice to USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.
- 14.5.** Contractor shall provide to USBE certificates evidencing Contractor's insurance coverage required in this Contract within seven days following the effective date. No later than 15 days before the expiration date of Contractor's coverage, Contractor shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by USBE, Contractor shall, within seven days following such request, provide evidence satisfactory to USBE of compliance with the provisions of this section.
- 14.6.** USBE reserves the right to require higher or lower insurance limits where warranted.
- 15. DEBARMENT/SUSPENSION:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible by any governmental entity. Contractor shall notify USBE within 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.
- 16. WORK ON USBE, LEA, or STATE OF UTAH PREMISES:** Contractor shall ensure that its personnel working on USBE, LEA, or State of Utah premises: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions from USBE; and (iv) if required by USBE, pass a background check prior to entering the premises. USBE may remove any individual for a violation hereunder.
- 17. DELIVERY:** All deliveries under this Contract shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Risk of loss or damage shall remain with Contractor until final inspection and acceptance by USBE.
- 18. ACCEPTANCE AND REJECTION:** USBE shall have 30 days after delivery of the Procurement Items to perform an inspection of the Procurement Items to determine if the Procurement Items conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Items by USBE. If the Procurement Item is not rejected, it is presumed to be accepted.
- 18.1.** If Contractor delivers nonconforming Procurement Items, USBE may, at its option and at Contractor's expense: (i) return the Procurement Items for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Items; or (iii) obtain replacement Procurement Items from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Items without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent from USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
- 18.2.** If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.
- 19. SUSPENSION OF WORK:** USBE may suspend or reinstate work under this Contract by written notice to Contractor.
- 20. INVOICE AND PAYMENT:** Contractor shall submit an invoice for all work performed under this Contract after performance has been made. Invoices shall be submitted promptly, but no later than 15 days after fiscal year end (June 30) for any work performed during the fiscal year. All final invoices must be submitted no later than 90 days from the termination of the Contract. USBE shall make payment within 60 days after it receives a correct invoice by a check sent through the mail, electronic funds transfer, or the State of Utah's purchasing card (major credit card). If payment has not been made 60 days after USBE receives a correct invoice, then Contractor may add interest in accordance with the Utah Prompt Payment Act. If the Contractor accepts final payment without a written protest to USBE within ten business days of receipt of final payment, Contractor releases USBE and the State of Utah from all claims for payment related to the Contract. USBE's payment for the Procurement

Items shall not be deemed an acceptance of the Procurement Items as identified in the Contract and does not release any claims that USBE or the State of Utah may have against Contractor. Contractor shall not charge USBE electronic payment fees.

- 21. SALES TAX EXEMPTION:** USBE is a tax-exempt organization, and Contractor shall not include sales tax in any request for payment.
- 22. WARRANTY OF PROCUREMENT ITEMS:** Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year from the date of acceptance that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response and all specifications agreed to in writing; (ii) the Procurement Items are suitable for the ordinary purposes for which such Procurement Items are used; (iii) the Procurement Items are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Items are designed and manufactured in a commercially reasonable manner; (v) the Procurement Items are properly designed and manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Items are free of defects. Unless otherwise specified, all Procurement Items provided shall be new and unused of the latest model or design.
- 23. DEFAULT AND REMEDIES:**
  - 23.1. Default:** Any of the following events may constitute cause for USBE to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements or obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Termination or expiration of this Contract shall not extinguish or prejudice USBE's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Items that has not been cured.
  - 23.2. Opportunity to Cure:** If the Contractor is in default for non-performance or breach, USBE may provide written notice, formal or informal, of default, which gives the Contractor ten days to cure the default. Contractor shall repair, replace, or reimburse USBE, at USBE's discretion, the cost to cover Procurement Items at no charge to USBE. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.
  - 23.3. Additional Remedies:** If the default remains after Contractor has been provided the opportunity to cure, USBE may: (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 USBE or the State of Utah; and (v) demand a full refund of any payment USBE has made to Contractor under this Contract for Procurement Items that do not conform to this Contract.
- 24. TERMINATION:**
  - 24.1. Termination for Cause:** This Contract may be terminated for cause by either party. A party in violation shall be given 10 days' written notice to correct and cease the violations, after which this Contract may be terminated immediately.
  - 24.2. Termination for Convenience:** This Contract may be terminated without cause (for convenience) by either party upon 30 days' written notice.
  - 24.3. Termination by Mutual Agreement:** USBE and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.
  - 24.4. Termination For Non-appropriation of Funds:** Upon 30 days' written notice to Contractor, this Contract may be amended or terminated by USBE if USBE reasonably determines: (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) a change in available funds affects USBE's ability to perform under this Contract.
  - 24.5. Contract Closeout:** USBE shall pay Contractor for all Procurement Items ordered prior to termination of this Contract and accepted by USBE. USBE's exercise of its right to terminate this Contract shall not relieve the Contractor of any liability to USBE for any damages or claims arising under this Contract. USBE shall not be liable for any penalties or liquidated damages that accrue

after the effective date of termination.

25. **FORCE MAJEURE:** Neither party shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, or war, that are beyond that party's reasonable control. USBE may terminate this Contract after determining such delay or default will prevent successful performance of this Contract.
26. **WAIVER:** A waiver of any right under the Contract shall not be construed as a subsequent waiver of that right or as a waiver of any other right.
27. **DISPUTE RESOLUTION:** Prior to either party filing a judicial action, the parties agree to participate in the mediation of any dispute. USBE and Contractor will mutually agree upon a mediator, or if a mutually agreeable mediator is not selected, USBE will select an independent third party, who shall be a Utah Courts certified mediator, to assist in the resolution of a dispute. USBE and Contractor agree to cooperate in good faith in mediation proceedings.
28. **ATTORNEY'S FEES:** The prevailing party in a judicial action to enforce rights under this Contract shall be entitled to its costs and expenses, including reasonable attorney's fees.
29. **CONTRACT INFORMATION:** During the duration of this Contract, USBE is required to make available contact information of Contractor to the State of Utah Department of Workforce Services pursuant to Utah Code § 35A-2-203. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
30. **TRAVEL COSTS:** Unless otherwise agreed, all travel costs must be pre-approved by USBE and may be booked by USBE at State of Utah per diem rates.
31. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not diminish USBE's right to enforce any term of this Contract that by its nature would continue beyond termination, cancellation, or expiration.
32. **SEVERABILITY:** The invalidity or unenforceability of any term of this Contract shall not affect the validity or enforceability of any other term of this Contract.
33. **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.
34. **RECORDS ADMINISTRATION, RIGHT TO AUDIT, PERFORMANCE MONITORING:**
  - 34.1. **Records:** Contractor shall maintain records necessary to properly account for Contractor's compliance, performance, and the payments made by USBE to Contractor. These records shall be retained by Contractor for six years after final payment, or until all audits initiated within the six years have been completed, whichever is later.
  - 34.2. **Audit:** Contractor agrees to provide, at no additional cost, the State of Utah, federal program staff, USBE staff, and their designees access to questionnaires and internal and external audit reports. This includes the right to audit all such records and Contractor's sites and environments during normal business hours and with reasonable advance written notice, and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Contract.
  - 34.3. **Performance Monitoring:** USBE reserves the right to monitor Contractor's performance, including Subcontractors, and may perform checks and reviews during normal business hours and with reasonable advance written notice. Evaluation results may be made available to Contractor upon request.
35. **PUBLIC INFORMATION:** This Contract and all related solicitation documents, purchase orders, pricing documents, and invoices are 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.
36. **CONFIDENTIALITY:** Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract, unless prior written consent has been obtained in advance from

USBE. Contractor shall notify USBE within one calendar day of any potential or actual misuse or unauthorized disclosure of confidential information.

**37. ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

**38. GENERAL DATA PROVISIONS:**

**38.1. Data Ownership:** USBE retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.

**38.2. Agent Designation:** Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving PII to fulfill the purposes of this contract. Contractor may use the PII as provided herein but may not transfer or otherwise convey PII to any other Person.

**38.2.1. Compliance With Data Privacy Laws:** Contractor, as USBE's agent, shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 30 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300, and the Utah Student Privacy and Data Protection Act, Utah Code § 53E-9 101 et seq.

**38.3. Return Or Destruction Of Data:** Contractor shall erase, destroy, and render unreadable all Data from all non-USBE computer systems and backups, and certify in writing that these actions have been completed within 30 days of the expiration or termination of this Contract or within seven days of the request of USBE, whichever shall come first, unless USBE provides Contractor with a written directive. USBE's written directive may require that certain Data be preserved in accordance with applicable law; or require that Contractor return the Data through a complete and secure (*i.e.*, encrypted and appropriately authenticated) download file of all Data). Data returned under this subsection must either be in the format as originally provided, in a format that is readily usable by USBE, or formatted in a way that it can be used. The costs for returning documents and data to USBE are included in this Contract.

**38.4. Access To Data:**

**38.4.1.** Contractor shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.

**38.4.2.** Contractor shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.

**38.4.3.** Contractor shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.

**38.4.4.** Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused or terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.

**38.4.5.** Contractor shall provide annual mandatory privacy and security awareness training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.

**38.4.6.** USBE retains the right, at its sole discretion, to revoke access to any individual, group, or entity authorized by Contractor. Thereupon, Contractor shall revoke access and provide USBE written confirmation of the date that access was removed.

**38.5. Use and Disclosure of Data:**

**38.5.1.** Contractor's collection, or use of Data shall be limited to that necessary and directly



related to the Contractor's responsibilities set forth in the Contract.

- 38.5.2.** Contractor shall share Data with a Person outside of this Contract only if provided for in writing in the Scope of Work, with prior written consent of USBE, or with law enforcement agencies or individuals as authorized by law or court order. If Contractor receives a request for Data from law enforcement or a court order, Contractor shall notify USBE of the request within two business days, as permitted by law.
- 38.5.3.** If Contractor seeks to publicly release Data, Contractor must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Contractor shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Contractor shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered a Breach. The following methods shall be used on any aggregated reports:
- (a). Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.
  - (b). Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.
  - (c). Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:
    - (i). For adaptive learning or customized student learning purposes.
    - (ii). To market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product.
  - (d). To use a recommendation engine to recommend to a student (i) content that relates to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party; or (ii) services that relate to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party;
  - (e). To respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.
  - (f). To use Data to allow or improve operability and functionality of the third-party contractor's application.

**38.5.4.** Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractor provided that all parties remain in compliance with this Contract.

**38.6. Unauthorized disclosure of Data.** Unauthorized disclosure of Data by Contractor or Subcontractor for any reason may be cause for legal action by third parties against Contractor, USBE, or their respective agents. Contractor shall indemnify, save, and hold harmless USBE, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to USBE for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

**38.7. Data Transmission.** Contractor shall ensure all transmission or exchange of Data takes place via secure means (ex. HTTPS or FTPS).

**38.8. Data Storage.** Contractor shall store and maintain all Data in data centers located only within the United States. Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such storage medium is part of the Contractor's designated backup and recovery process.

**38.9. Access.** Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN), and only for authorized administrative, or technical support tasks.

**38.10. Password Protection.** Contractor shall enforce strong authentication protections on all devices, systems, and networks with access to or that store Data.

### **38.11. INCIDENT RESPONSE**

**38.11.1.** In the event of an Incident which results in a Data Breach, Contractor shall notify USBE of the Breach within 24 hours in writing with sufficient information to allow USBE to meet any obligations to report such a Breach under applicable data protection laws and regulations and shall cooperate with USBE regarding remediation and the necessity to involve law enforcement, if required. Such notification shall at a minimum:

- (a). Describe the nature of the Breach and the categories and numbers of Data concerned;
- (b). Identify the name of the Contractor's data protection officer or other relevant contact person(s) from whom more information about the Breach may be obtained;
- (c). Describe the likely consequences of the Breach; and
- (d). Describe the measures taken or proposed to be taken to address the Breach.
- (e). Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Breach or other events requiring notification of individuals or the public. All communication shall be coordinated with USBE. Contractor is responsible for all notification and remedial costs and damages.

## **39. COOPERATIVE TERMS**

**39.1. DEFINITIONS: "Eligible User(s)"** means those authorized to use this Cooperative Contract and is limited to Local Education Agencies, which includes school districts, charter schools, Utah Schools for the Deaf and the Blind, and any other entity that the Utah State Board of Education has authority over.

**39.2. INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

**39.3. 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 State of Utah'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 an Eligible User, 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 Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

- 39.4. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 39.5. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
- 39.6. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. USBE is not responsible for any unpaid invoice.
- 39.7. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 39.8. END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and it may not be amended or changed unless approved in writing by USBE. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
- 39.9. REPORTS:** Contractor agrees to provide an annual utilization report, reflecting number of licenses in each category to Eligible Users during the period. The report will show the dollar volume of purchases by each Eligible User. Reports are due by December 31 of each year to the program contact.

## 1. Introduction and Background

The Utah State Board of Education (USBE) issued a Request for Proposals (RFP) seeking a qualified vendor to provide a comprehensive surplus service for K-12 textbook for LEAs per Utah Code Annotated § 53A-12-207 Disposal of Textbooks and Utah Administrative Rule R277-433-3 Disposal of Textbooks in Public Schools.

LEAs (Local education agency or "LEA" means: (a) a school district; (b) a charter school; or (c) the Utah Schools for the Deaf and the Blind) 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 textbooks at the end of their life in a LEA is a task that has proved difficult.

Many factors contribute to this, but the most critical issues 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.

See the Scope of Work for further details. The Scope of Work is subject to change based on identified need(s) and mutual agreement between the parties. Further details are provided below.

## 2. Scope of Work

**Vendor is expected to perform or provide the following tasks for a participating LEA:**

- A. Provide software or some other method to enable a LEA to communicate among its different schools the availability of surplus textbooks.
- B. Provide software or some other method to enable a LEA to comply with the requirement to notify other LEAs 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](#).
- C. Conduct buy-backs for the surplus textbooks within a LEA on a site-by-site basis after the required internal and external notifications have not removed the textbook from surplus status. These buybacks should occur as often as needed to maximize the return on the textbook to the LEA. Credit for instead of cash purchase options, will be considered, but is left to the discretion of each LEA. **The buyback is to be coordinated with the assigned LEA coordinator.**
- D. 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 LEA (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 LEA on recycling, if shipment is required from site this is the vendors responsibility). **Disposal at a landfill or in LEA waste containers is strictly prohibited.**

- E. Provide system or approach to simplify and motivate the employee who is tasked with managing surplus textbooks.
- F. Provide individual school, LEA, 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. LEA reporting is to be provided on a basis to be determined by each LEA 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 LEA.

### 3. Requirements

#### LEA TEAM RESPONSIBILITIES:

- Confirm project needs no less than three (3) weeks in advance of project to ensure availability of Follett resources to complete the project.
- Follett will NOT remove the following items: plastics, metals, woods, vinyl folders, eWaste, toxic or flammable items. The LEA must ensure these items are not mixed in with the instructional materials to recycle
- School site pickup location must be located on the ground floor near a perimeter exit with pallet access
- Materials can be loosely stacked on a floor or table and are not required to be boxed.
- Place "Follett Pickup" signs on or above the materials designated for pickup
- Notify school office staff of Follett's pending arrival and where the materials are located

#### FOLLETT TEAM RESPONSIBILITIES:

- Dedicated Account Executive to supervise and manage the execution of services.
- Removal all surplus/unwanted textbooks, workbooks, teacher's editions, and other instructional materials.\*

- Utilize necessary supplies and equipment to remove instructional materials from school locations (e.g. pallets, gaylords, pallet jacks).
- Follett will need access to a forklift at the central location for gaylords/pallets being picked up at the warehouse.
- Disposal of all collected instructional materials in an environmentally friendly manner, including using charitable donations or certified recycling facilities, as appropriate.

#### 4. Project Deliverables

Follett understands that the State of Utah Board of Education is looking for a company to provide a comprehensive surplus service for K-12 textbooks. Our proposal is based on providing buyback and recycling services for the Salt Lake City area based LEA school districts who utilized the previous State contract. Follett's proposal is based on the 12 participating districts, listed below, who utilized the previous contract agreement that are based in the Salt Lake City area.

- Alpine School District
- Cache School District
- Canyons School District
- Davis School District
- Granite School District
- Jordan School District
- Nebo School District
- Ogden City District
- Provo School District
- Salt Lake City School District
- Tooele County School District
- Weber School District

Our records show there has not been enough activity or any activity in most cases during the past 3 years to warrant including the additional districts outside of the original proposed list. To estimate pricing for districts outside of the original proposed list we would need to know the timeframe, location and volume of gaylords per location within the district. Follett anticipates time and distance factors would make the textbook pickups at these districts very expensive and therefore school districts would need to decide if these textbook services are cost effective.

#### NOTIFYING LEAS OF AVAILABLE TEXTBOOKS

Follett will provide a Surplus Management System to enable a LEA to communicate among its different school the availability of surplus textbooks. 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.

#### PROCESS FOR TEXTBOOK BUYBACK AND RECYCLING SERVICES

The Textbook Buyback and Textbook Recycling Services detailed in our proposal will be managed by the local Purchasing Account Executive (AE) and the Textbook Removal & Sustainability Service (TRSS) team with the support of other Follett representatives.

#### STEP 1: EVALUATION OF MATERIAL

Upon notification of district preparedness, the AE will schedule an evaluation of the material. There is no minimum or maximum amount of material required to request an evaluation. During this evaluation, all materials will be sorted into "VALUE" and "NO VALUE" categories. Follett purchases textbooks, workbooks, and teacher's editions based upon current supply and market needs. We utilize an exclusive handheld technology that allows for onsite automated sorting of textbooks, and expedites the segregation for purchase, reuse, and recycle. Books undergo a comprehensive inspection and each used textbook must meet Follett's conditioning requirements.

#### TEXTBOOK AND WORKBOOK CONDITION CHECKLIST

1. Ensure the covers are in good condition. This excludes:
  - Publisher samples (labeled "review copy not for sale" on the cover)
  - A watermark on one or more pages of the text stating that the book is a sample, review, or exam copy
  - Books with review/sample labels (unless the labels are removed)
  - Embossed or cut corners (unless rebound)
  - First printing of any state specific edition title
  - Any state specific edition textbooks with cut corners
  - Excessive peeling or frayed corners
  - Dirt, dust, grease, or sticky residue on cover (unless properly cleaned)
  - Improper lamination

2. Ensure the spines are in good condition. This excludes:
  - Damaged spines or book blocks
  - Excessive writing on cover or spine
  - Excessive discoloration/fading
  - Improperly rebound books
3. Ensure the insides of the textbooks or workbooks are in good condition. This excludes:
  - Missing pages
  - Unrepaired or improperly repaired torn pages
  - Profanities and gang insignias that cannot be erased or repaired
  - Excessive use of labels to cover markings
  - Excessive highlighting, notes, or underlining
  - Water damage beyond acceptable standards
  - Excessive number of wavy pages

#### STEP 2: GENERATION OF SHIPMENT REPORT

Follett utilizes proprietary software to record the textbooks purchased, calculate payment, and record the tracking information for the shipment to our distribution facility. At the time of purchase, your AE can provide a complete listing of all the textbooks purchased. The software used by our field purchasing team automatically generates a "Shipment Report" at the end of each purchase that details: Follett Book ID, ISBN, EAN, Publisher, Title, Copyright Year, Unit Price, Quantity, and Extended Price.

#### STEP 3: PAYMENT TO LEAS

Follett will deliver to each LEA a monetary payment for each textbook deemed to have market value, based on Follett's pricing structure at time of textbook evaluation. Follett utilizes an internal buying guide that is based on supply and demand to establish market value. We will provide a detailed list of books of value and we will provide payment in the form of a check at the end of an evaluation.

(For more information on Follett's pricing structure, please see Section 5 Revenue Sharing Proposal of this response.)

#### STEP 4: RECYCLING OF "NO VALUE" MATERIALS



Once the AE has sorted, purchased, and removed the material deemed to have "VALUE," the remaining material that is deemed "NO VALUE" will be staged to await removal, with the end goal of being sent to a recycler.

#### **ADDITIONAL END-OF-LIFE SURPLUS TEXTBOOKS DISPOSAL**

Follett works with charitable organizations that are specifically focused on providing educational materials to children and students in many countries where textbooks are not readily available. Upon approval, Follett will donate end of life and miscellaneous surplus materials to local charities and international organizations such as Book for Africa.

Every effort will be made to place the materials into the hands of students and after these options are exhausted Follett 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

If the textbook recycling needs to be performed by our TRSS team, Follett requires that the books are positioned or staged in one location at the perimeter of the school with pallet access (double-door access with center bar removal). A site's receiving area is typically the best location. Our team must be able to get pallets immediately adjacent to the materials.

*Please note: Follett reserves the right to refuse site pickup if items are not staged correctly or excessive items excluded from pickup are mixed in*

#### **NOTIFYING LEAS OF AVAILABLE TEXTBOOKS**

Follett will provide a Surplus Management System to enable a LEA to communicate among its different school the availability of surplus textbooks. 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.

#### **SMS PROGRAM TRAINING**

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:

1. Planning and Preparation
  - a. Project plan and timeline for implementation and training
  - b. Develop rotation cycle to maintain regular contact and follow up with end-users at the schools
2. Accountability
  - a. Provide quarterly reporting to LEA officials regarding progress and use of program within the schools and Follett's level of support to end-users
3. LEA Support
  - a. As an incentive, dollars returned to the school from textbook purchases would go into their budgets. As an additional bonus, LEAs 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.
  - b. Follett is committed to working closely with LEA officials to develop similarly creative approaches to motivating the employees tasked with managing surplus textbooks

Follett's Account Executive will visit schools and districts within the LEA to discuss their current process for handling surplus and obsolete textbooks. Follett 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.

To support this, Follett 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 Appendix A.

### **Non-compliant Schools**

In an effort to involve school districts or charter schools that do not maintain lists or search for books through the SMS Portal, Follett 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

### **REVENUE SHARING**

Follett will deliver to the separate LEAs a monetary payment for each textbook deemed to have market value, based on Follett's pricing structure at time of textbook evaluation. Follett utilizes an internal buying guide that is based on supply and demand to establish market value. We will provide a detailed list of books of value and we will provide payment at the end of the evaluation.

To further increase value, the individual LEA may choose payment in the form of a Follett 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/Services and Textbook Removal Services). The credit voucher must be redeemed within two years of issuance.

### **REPORTING**

#### School Reporting:

Follett 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. Follett will also provide tonnage recap of recycled materials.

#### LEA Reporting:

Follett will provide each LEA with a report summarizing revenues generated and the number of disposed textbooks on a regular basis to be determined upon award.

#### Contract Level Reporting:

Follett possesses the ability to generate reports based on a wide range of criteria a summary report based on revenue generation in participating school districts and charter schools will be developed and formatted in consultation with the LEA.

## **5. Data Privacy**

Follett follows industry standard guidelines for data privacy.

## 6. Project Timeline

Site pickup to be scheduled three (3) weeks in advance through the LEA and the assigned Follett AE. No more than one pickup week per month.

## 7. Contract Award and Budget

The contract is for a term of five (5) years. However, Follett, USBE and eligible users reserve the right to terminate the contract at any time in accordance with the provisions set forth in the USBE Standard Terms and Conditions.

The contract is based on requirements, and the Contractor will charge eligible users based the cost breakdown provided below.

### SERVICE COST FOR PICK-UP AT SCHOOLS

Below is the pricing structure if Follett picks up the discarded textbooks materials at the schools. Rates apply per weekly onsite project.

Years 1 and 2 Services*	
Description	Cost
Gaylords – Up to 2 per location	\$400 per location
Additional gaylords above the 2 per location	\$125 per gaylord
Scheduled stop at location with no gaylord pickup	\$200 per location

\*A minimum of 30 school sites. Site pickup to be scheduled three (3) weeks in advance.

### SERVICE COST FOR PICK-UP AT THE CENTRAL WAREHOUSE

Below is the pricing structure if Follett picks up the discarded textbook materials at the district warehouse. Rates apply per weekly onsite project.

Years 1 and 2 Services*	
Description	Cost
Warehouse pickup of discarded materials	\$800 per warehouse pickup - Up to 10 gaylords per pickup

\*A Minimum of 20 pallets per warehouse location. Warehouse pickup to be scheduled three weeks in advance.

*Please note: Follett reserves the right to refuse site pickup if items are not staged correctly or excessive items excluded from pickup are mixed in.*

#### Years 3 – 5 Services

Following the initial textbook removal (Year 1 & 2 cost above), the fees for subsequent textbook removal services may be increased, at Follett's sole discretion.

The costs should be all-inclusive. If travel for meetings, trainings, or other engagements is required, Contractor must arrange and pay for their own transportation, meals, and lodging.

USBE and eligible users reserve the right to utilize any optional features provided by Contractor. If necessary, such exercise shall be agreed to in writing through a fully executed amendment to the contract.

NOTE: For LEAs outside of the following geographic areas, they will need to contact Follett directly to provide their timeframe, location, and volume of gaylords per location within the district to receive pricing structure. These districts will need to determine if the textbook services are cost effective.

- Alpine School District
- Cache School District
- Canyons School District
- Davis School District
- Granite School District
- Jordan School District
- Nebo School District
- Ogden City District
- Provo School District
- Salt Lake City School District
- Tooele County School District
- Weber School District

## 8. Invoicing

Contractor shall submit invoices electronically to the individual Eligible Users for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.

Invoices shall include the following:

- a) Contractor Name
- b) Uniquely identifiable invoice number
- c) Invoice date
- d) Contract Number
- e) Recipient Entity's contact information (phone number and email address)
- f) Contractor's authorized signature
- g) Date(s) goods/services were provided
- h) Description of goods and/or services for which payment is requested
- i) Dollar amount requested.

Contractor will submit invoices within thirty (30) days after the delivery date of the goods/services to the Eligible User. The contract number shall be listed on any invoices, freight tickets, and correspondence relating to the agreement. The prices paid by the Eligible User will be those prices listed in this agreement unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

Invoices submitted by Contractor without the required information will not be paid and shall be returned to the Contractor for completion.

All payments made to the Contractor under the agreement shall be made in the name of the Contractor, as it appears in the agreement. All payments will be sent to the Contractor to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.

Contractor may be required to repay the Eligible User if, during or after the contract period, an audit or other review determines that payments made by the Eligible User to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE and Eligible Users reserve the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

## 9. Project Management

Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.

Program Manager: Jared Gardner, Granite School District Purchasing & Warehouse Director,  
jbgardner@graniteschools.org

Contract Manager: Adam Herd, Director of Purchasing, [adam.herd@schools.utah.gov](mailto:adam.herd@schools.utah.gov), 801-538-7879

Contractor: Sarah Eisenhauer, Director Bids, Proposals & Pricing, [seisenhauer@follettlearning.com](mailto:seisenhauer@follettlearning.com), 877.899.8550.