Revision number: Purchasing Agent: Brenda Veldevere
Phone #: (801) 538-3142
Email: bveldevere@utah.gov

Item: School Graduation Supplies & Class Rings

Vendor: 20343J
Jostens, Inc
Ordering Address: 148 East Broadway
Owatonna MN 55060

Remit to: 21336 Network Place
Chicago IL 60673-1213

Internet Homepage:

General Contact: Jeff White
Telephone: (801) 467-6968
Email: jeff.white@jostens.com

Usage Report Contact: Same
Reporting Type: Customer Total

Price: See Price List
Terms: NET 30 DAYS
Effective dates: 03/01/2016 through 02/28/2021
(Subject to re-qualification before 09/01/2017 per the provisions of solicitation #BV16020)

Potential renewal options remaining: None
Days required for delivery: 45 days
Price guarantee period: N/A
Freight: Included in pricing
Minimum order: N/A

This is a new Contract.
Solicitation #: BV16020
The administrative fee for this contract is 0.00%.

Multiple awards have been issued. The other contract is numbers and Vendors are in the table below.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.
Graduation Supplies & Class Rings Vendor Table

<table>
<thead>
<tr>
<th>APPROVED VENDOR LIST</th>
<th>GRADUATION SUPPLIES DISCOUNT OFFERED</th>
<th>CLASS RINGS DISCOUNT OFFERED</th>
<th>STATE OF UTAH CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herff Jones</td>
<td>3%</td>
<td>3%</td>
<td>AV2350</td>
</tr>
<tr>
<td>Jostens, Inc</td>
<td>1%</td>
<td>1%</td>
<td>AV2351</td>
</tr>
</tbody>
</table>

Important Information Regarding This Contract

- Orders are to be placed directly with the vendor referencing their State of Utah contract number.

ELIGIBLE USERS:
The following Purchasing Entities (Eligible User) are allowed to use the awarded approved vendor list: State of Utah’s government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract. Parents/students of school districts and institutions of higher education are also considered Eligible Users and will be allowed to order from any contract resulting from an Approved Vendor List.

Each Eligible User is considered an individual customer. Each Eligible User will be responsible to follow the terms and conditions of this RFSQ. Vendor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Vendor shall apply the charges to each Eligible User individually. The State is not responsible for any unpaid invoice.

USER INSTRUCTIONS:
This is a multiple award contract. Please compare all contracts before making a purchasing decision. Eligible Users will utilize a “best value” determination when evaluating and selecting products and services awarded. Purchasing Entities may employ best value determinations and may take into consideration the vendor’s ability to meet requirements which may include, but is not limited to: cost, ability to customize, delivery, or quality.

VENDOR REQUIREMENTS:
1. Vendor is responsible for the fittings of all graduating students for caps and gowns and the rental or purchase of appropriate graduation caps, gowns, tassels with standard date and graduation and honor cords. Vendor is responsible for the ordering, delivery and collection of all monies for the items requested.
2. Vendor is responsible for presentation and fittings of class rings to those students that would like to purchase rings. Vendor is responsible for the ordering, delivering and collection of all monies for the items requested.
3. **Vendor** is responsible for presentation of graduation announcements and supplies to those students that would like to purchase these items. **Vendor** is responsible for the ordering, delivering and collection of all monies for the items requested.

4. **Vendor** is willing to design graduation diplomas with the help of the schools. Diplomas are to be designed to match the school’s name.

5. **Vendor** is responsible for rental items delivered to the appropriate schools and pick up of rental items.

6. **Customer Service:** **Vendor** must have a dedicated representative that will be available by phone or e-mail at a minimum, during normal business hours Monday through Friday. Representative will respond to inquiries within 24-hours. Representative will handle all concerns related to returns, quality, and ordering. Representative must be available for an on-site visit within 48-hours of request.

**DELIVERY:**
Lead times, delivery dates, and shipping charges are to be clearly communicated to the entity before orders are placed. Standard shipping/delivery charges will be paid by the Eligible User unless waived by the vendor. In the event of an emergency or rush delivery requested by the Eligible User, the Eligible User will pay for shipping and handling costs. In the event of an emergency or rush delivery as a result of a vendor error, the vendor will pay for shipping and handling costs. Turnaround time is to be as quick as possible and flexibility/priority must be allowed for the Eligible User needs.

**INSURANCE:**
Vendor has agreed to insurance coverage of $250,000 per occurrence and $500,000 aggregate.

This contract information sheet is subject to change. State Purchasing doesn’t recommend that you print a copy due to the potential to change. Always view contract information online at www.purchasing.utah.gov

Please contact the Purchasing Agent listed above if you have questions or concerns.

**FINET COMMODITY CODE(S):**

20167 – Robes, Cap and Gowns (Choir and Graduation)
19533 – Jewelry, Fine

**REVISION HISTORY:**
## Jostens Representatives

<table>
<thead>
<tr>
<th>Representative</th>
<th>Phone Number</th>
<th>Email</th>
<th>Assigned School Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryan Durfey</td>
<td>(801) 766-6754</td>
<td><a href="mailto:Bryan.durfey@jostens.com">Bryan.durfey@jostens.com</a></td>
<td>Tooele, Davis, Ogden, Box Elder, Cache, Logan, Morgan, North Summit, South Summit, Park City, Wasatch, Rich, Duchesne, Uintah.</td>
</tr>
<tr>
<td>Molly Shaheen</td>
<td>(435) 688-8409</td>
<td><a href="mailto:Molly.shaheen@jostens.com">Molly.shaheen@jostens.com</a></td>
<td>Washington, Kane County, Iron County, Beaver County, Piute County, Garfield County, San Juan County, Grand County, Emery County, Carbon County, Juab County, South Sanpete, North Sanpete, Sevier, Millard, Nebo</td>
</tr>
<tr>
<td>Kelly Van Dongen</td>
<td>(801) 918-8016</td>
<td><a href="mailto:Kelly.vandongen@jostens.com">Kelly.vandongen@jostens.com</a></td>
<td>Alpine, Provo and Murray</td>
</tr>
<tr>
<td>Jeff White</td>
<td>(801) 467-6968</td>
<td><a href="mailto:Jeff.white@jostens.com">Jeff.white@jostens.com</a></td>
<td>Canyons, Davis, Granite, Jordan, Salt Lake, Weber</td>
</tr>
</tbody>
</table>
Cap, Gown & Tassel

Retainable and Rental Regalia programs can be done in a variety of methods relating to the final price. Schools have the ability to select the design, style and program for their regalia and we will provide service, value and price.

Price will vary depending on the items the school chooses and if they want to customize.

Gown, Hard Cap & Regular Tassel Unit $18.25 - $45.00
Cords $4.00 - $12.00
Stoles $7.00 - $25.00

Announcements / Accessories

Announcements $0.70 - $1.90
Name Cards (Standard Foil Photo) $11.00 - $48.95
Return Address Labels $6.50 - $12.95
Thank You Notes (Personalized, Photo, Foil, Multi-Color) $6.80 – $23.95
Party Invitations $3.90 – $7.95

Other Paper Accessories

   Announcement Inserts $5.95 - $12.95
   Envelope Seals $5.95 - $15.95
   Picture Stickers $5.95 - $10.95
   Congratulations Cards $5.95 - $8.95

   Apparel (T-Shirts, Hoodies, Shorts, Sweatpants) $9.95 - $49.95
   Senior Key Rings/Charms $9.95 - $26.95
Diploma

Diploma pricing will vary depending on order quantity, diploma/cover size, exterior/interior cover enhancements, diplomas engraved or fineline, and additional diploma enhancements added.

Standard Cover Features

Exterior

Material: Calf Grain, Morocco Grain

Leaf Binder Stamp

Two lines of text (Organization Name, City & State) Gold or Silver Foil

Interior

2 Turned linings in choices of: Standard Moiré, Taffeta, High Definition Moiré

Set of 4 corner pockets

1 Certiguard and White paper envelope

Standard Diploma Insert Features

Paper: American Parchment, Cloud Parchment, French Parchtone, Ivory Parchment, Opaque Smooth

Size: 6 1/2 x 4 1/4, 8 x 6, 9 x 7, 10 x 8, 11 x 8 1/2

Orientation: Landscape, Portrait

Printing: Student Name & Date, Any Combination in Black: Text, Heading, Seal/Crest/Logo, Border, Panel, Etching

Diploma Covers Starting at: $1.75

Diploma Inserts Starting at: $0.90
Class Rings

Class ring pricing will vary depending on the style, stone, metal and finish that are chosen. The official school standard option class ring starts at $100.00.

Jostens metal options range from classic and deluxe to premium and luxury.

These metal options include: White Lustrium, SunCast, ShadowCast, FireCast, CamoCast, Silver Elite, DualCast Yellow, DualCast White, Solaris Elite, White Gold and Yellow Gold (White & Yellow Gold options: 10K, 14K, 18K).

Our standard stone options are birthstones, which are available on select Achiever, Heritage, Signature, Luxe and Tradewinds ring styles. Stone cut options include a variety of facet and smooth stone cuts.

We also have our Elements Stones collection available. This is an exclusive collection of natural genuine stones. In addition, we also have REALTREE Camo Stones, smooth premium genuine stones and facet premier stones.

Below is the starting price for our design collections:

<table>
<thead>
<tr>
<th>Official Standard Option</th>
<th>Starting at</th>
<th>$100.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tradewinds Collection</td>
<td>Starting at</td>
<td>$180.00</td>
</tr>
<tr>
<td>Signature Collection</td>
<td>Starting at</td>
<td>$230.00</td>
</tr>
<tr>
<td>Heritage Collection</td>
<td>Starting at</td>
<td>$235.00</td>
</tr>
<tr>
<td>Achiever Collection</td>
<td>Starting at</td>
<td>$235.00</td>
</tr>
<tr>
<td>Luxe Collection</td>
<td>Starting at</td>
<td>$270.00</td>
</tr>
</tbody>
</table>
ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS
STATE OF UTAH COOPERATIVE CONTRACTS

TERM #16 INSURANCE HAS BEEN MODIFIED FOR THIS SOLICITATION

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for goods meaning all things (including specially manufactured goods) which are tangible and usually movable. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users.

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

a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.

b) "Contract" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.

c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the Division and Contractor sign.

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) "Division" means the State of Utah Division of Purchasing.

f) "Eligible User(s)" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.

g) "End User Agreement" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.

h) "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 State Entity 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.

i) "Proposal" means Contractor's response to the Division’s Solicitation.

j) "Solicitation" means the documents used by the Division to obtain Contractor’s Proposal.

k) "State of Utah" means the State of Utah, in its entirety, including its departments, institutions, agencies, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

l) "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 will supersede this Attachment A.

4. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by Eligible Users 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, State of Utah, federal auditors, and Eligible Users, access to all such records.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": This "Status Verification System" requirement, 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 Division or of the State of Utah, unless disclosure has been made to the Division.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.

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 Division, the Eligible Users, and the State of Utah 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 Division, Eligible Users, or the State of Utah. 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.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (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 Division and Contractor, 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 State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The Division 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 Division or Eligible Users be liable to the Contractor for compensation for any Good neither requested nor accepted by the Eligible Users. In no event shall the Division’s exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Division or the Eligible Users 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 Division, if the Division 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 Divisions or the Eligible User’s ability to pay Contractor. 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, the Eligible User will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The Division, the Eligible User, and the State of Utah 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 Eligible User’s funds and may be used in the exercise of the Eligible User’s essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor’s responsibility to request the Eligible User’s sales tax exemption number. It also is Contractor’s sole responsibility to ascertain whether any tax deduction or benefits apply to any
aspects 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 Eligible Users 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 in the Contract, all
Goods provided shall be new and unused of the latest model or design.

Remedies available to Eligible Users under this section include, but are not limited to, the following: Contractor will
repair or replace Goods (at no charge to the Eligible User) 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 Eligible User may otherwise have
under this Contract.

16. INSURANCE: Contractor shall at all times during the term of this Contract, without interruption, carry and
maintain commercial general liability insurance from an insurance company authorized to do business in the State of
Utah. The limits of this insurance will be no less than two hundred and fifty thousand dollars ($250,000.00) per
occurrence and five hundred thousand dollars ($500,000.00) aggregate. Contractor also agrees to maintain any
other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance policies to
the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured
with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this
Contract. Contractor’s failure to maintain this insurance requirement for the term of this Contract will be grounds for
immediate termination of this Contract.

17. 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.

18. 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 Goods based upon the same terms,
conditions, and prices of this Contract.

19. INDIVIDUAL CUSTOMERS: Each Eligible User that purchases Goods from this Contract will be treated as if they
were 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. The Division is not responsible for any unpaid invoice.

20. QUANTITY ESTIMATES: The Division does not guarantee any purchase amount under this Contract. Estimated
quantities are for Solicitation purposes only and are not to be construed as a guarantee.

21. 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 State Entity and the State of Utah 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 State of Utah Division of Purchasing and General Services, 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 State Entity and the State of Utah are not obligated to inform Contractor of
any GRAMA requests for disclosure of this Contract, related sales orders, related pricing documents, or invoices.

22. DELIVERY: Time is of the essence for all deliveries made under this Contract. 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 Eligible User, except as to latent defects, fraud, or Contractor’s warranty obligations. Contractor’s failure to
provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be
responsible for the customary industry standard in packing and shipping the Goods.

23. REPORTS AND FEES:

1. Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a
Check or EFT payment. The fee will be payable to the “State of Utah Division of Purchasing” and will be sent to
State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City,
UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases
(net of any returns, credits, or adjustments) made under this Contract.

2. Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State
during the associated fee period. The report will show the quantities and dollar volume of purchases by each
agency and political subdivision. The quarterly report will be provided in secure electronic format and/or
submitted electronically to the Utah reports email address: salesreports@utah.gov.

3. Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:
4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

24. **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.

25. **ACCEPTANCE AND REJECTION:** The Eligible User 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 Eligible User.

If Contractor delivers nonconforming Goods, the Eligible User 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 Eligible User to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

26. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Goods 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 prompt payment discount within its Proposal or on its invoice. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

27. **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 by a 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 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 Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User’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 Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.

28. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah 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 Division, the Eligible User, or the State of Utah 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.

29. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All 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 Eligible User.

30. **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 Division.

31. **REMEDIES:** Any of the following events will constitute cause for the Division 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 Division 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 Division 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 Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Goods that do not conform to this Contract.
32. **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 Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.

33. **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 Division and the relevant Eligible User 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 Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah 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 Eligible User 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.

34. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to approve, which approval must be done in writing.

35. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor’s job vacancies.

36. **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 State of Utah 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 State of Utah, 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.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **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.

39. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.

40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User 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.

41. **ORDER OF PRECEDEENCE:** 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 State of Utah’s additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor’s terms and conditions that are attached to this Contract, if any; and (vi) Contractor’s attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.

42. **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 of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. 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.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division’s or the Eligible User’s right to enforce this Contract with respect to any default of this Contract or defect in the Goods.

43. **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.
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 2015)