



STATE OF UTAH CONTRACT
UTAH STATE BOARD OF EDUCATION

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

Narrativo, LLC
Name
50 W Broadway, Ste 333
Address
SLC UT 84101
City State Zip

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Point of Contact: Christian Young Phone # 801-634-2167 Email: christian@sanistand.co
Vendor # VC240093 Commodity Code # 34532E

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Hand sanitizer stands and sanitizer

3. PROCUREMENT: This contract is entered into as a result of the procurement process of Solicitation # USBE-ZC21003.1-RFP

4. CONTRACT PERIOD: Effective Date: 8/3/2020 Termination Date: 7/31/2021 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

5. CONTRACT COSTS: CONTRACTOR will be paid by USBE a maximum of \$727,776.10 for costs authorized by this contract. Additional information regarding cooperative contract cost may be found in the scope of work or other attachments.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Cooperative Contract Terms and Conditions
The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A; 2) other USBE terms and conditions, if any; 3) Scope of Work; 4) this Contract Signature Page; then 5) Contractor terms and conditions, if any. Any limit of liability or limit of the State Entity's rights must be signed by USBE.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to, and, Solicitation # USBE-ZC21003.1-RFP.

8. 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

Christian Young
Contractor's signature
8/4/20
Date

Christian Young, CEO
Type or Print Name and Title

UTAH STATE BOARD OF EDUCATION

Scott Jones
Agency's signature
Scott Jones, Deputy Superintendent of Operations
Date

Scott Jones, Deputy Superintendent of Operations
Type or Print Name and Title

<u>Zachary Christensen</u> Agency Contact Person	<u>801-538-7538</u> Telephone Number	<u>Zac.christensen@schools.utah.gov</u> Email
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ATTACHMENT A: UTAH STATE BOARD OF EDUCATION STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

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 educational interest in the education records to enable the Contractor to perform its responsibilities under this Contract.
 - 1.2. **“Confidential Information”** means information that is deemed confidential under applicable state and federal laws. The State Entity 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 State of Utah cover page(s) that the State Entity and Contractor signed.
 - 1.5. **“Contractor”** means the individual or entity delivering the Procurement Item identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, partners, and subcontractors.
 - 1.6. **“Data”** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
 - 1.7. **“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.
 - 1.8. **“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.
 - 1.9. **“Incident”** means the potentially unauthorized access to Data that Contractor believes could reasonably result in the use, disclosure, or theft of Data within the possession or control of Contractor or Contractor’s Subcontractors.
 - 1.10. **“Metadata”** includes all information created manually or automatically to provide meaning or context to other data.
 - 1.11. **“Person”** shall have the same meaning as found in Administrative Rule R33-1-1.
 - 1.12. **“Procurement Item,” “Good,” or “Service”** means a supply, a service, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - 1.13. **“Response”** means the Contractor’s bid, proposal, quote, or any other document used by the Contractor to respond to the State Entity’s Solicitation.
 - 1.14. **“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.
 - 1.15. **“State Entity”** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - 1.16. **“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.
 - 1.17. **“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 reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
 - 1.18. **“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.
 - 1.19. **“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.

- 1.20. **“USBE” or “Utah State Board of Education”** means the Utah State Board of Education, the board, and 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. **RECORDS ADMINISTRATION AND RIGHT TO AUDIT:**
- 4.1. **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.
- 4.2. **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 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.
5. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
6. **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.
7. **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 Contract (e.g., dual employment).
8. **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.
9. **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 performance, without limitation, except for the portion of any claim that is the sole fault of USBE or the State of Utah. Any limitation of Contractor’s liability shall not apply to injuries to persons, including death, or to damages to property.
10. **CONFIDENTIALITY:** Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract. Contractor shall notify USBE within one calendar day of any potential or actual misuse or unauthorized disclosure of confidential information.
11. **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.
12. **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.
13. **TERMINATION:**
- 13.1. **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.
- 13.2. **Termination for Convenience:** This Contract may be terminated without cause (for convenience) by USBE upon 30 days’ written notice to Contractor.
- 13.3. **Termination by Mutual Agreement:** USBE and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.
- 13.4. **Termination For Nonappropriation 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.

13.5. 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.

13.6. Return or Destruction of Data: Following the termination of this Contract, USBE reserves the right to request a complete and secure (*i.e.*, encrypted and appropriately authenticated) download file of all data. After USBE has accepted the return of data, declines the return of data, or provides other instructions, Contractor shall immediately destroy all data. If, after 30 days from termination, USBE has failed to make a request regarding data, Contractor shall immediately destroy the data. The Contractor shall notify USBE in writing of the date the data is destroyed.

14. SALES TAX EXEMPTION: USBE is a tax-exempt organization, and Contractor shall not include sales tax in any request for payment.

15. WARRANTY OF PROCUREMENT ITEMS: Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response; (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 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.

16. CONTRACTOR'S INSURANCE RESPONSIBILITY:

16.1. 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.

16.2. The Contractor shall maintain the following insurance coverage:

16.2.1. 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 the workers' compensation laws of the jurisdiction of the State of Utah at the statutory limits required by said jurisdiction.

16.2.2. 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 \$3,000,000.00 aggregate per occurrence.

16.2.3. 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.

16.2.4. 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 per occurrence.

16.3. USBE shall be named as additional insured on all commercial general liability policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.

16.4. 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 the USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.

16.5. All insurance policies secured or maintained by Contractor in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

16.6. 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 the request by USBE, supply to USBE evidence satisfactory to USBE of compliance with the provisions of this section.

16.7. USBE reserves the right to require higher or lower insurance limits where warranted.

17. 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 (GRAMA),

18. 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.

19. 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.

19.1. 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 of USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

19.2. If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.

20. PAYMENT: 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. 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.

22. OWNERSHIP OF PROCUREMENT ITEM:

22.1. 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.

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

23. ASSIGNMENT: Any assignment or delegation by Contractor must be made through an amendment to the Contract.

24. DEFAULT AND REMEDIES:

24.1. 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.

24.2. Opportunity to Cure: If the Contractor is in default for non-performance or breach, USBE may issue a written notice of default providing a ten-day period in which Contractor shall have an opportunity to cure. 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.

- 24.3. 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.
- 25. FORCE MAJEURE:** Neither party to this Contract shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, and/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. 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.
- 27. WORK ON STATE OF UTAH PREMISES:** Contractor shall ensure that its personnel working on 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.
- 28. 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.
- 29. 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.
- 30. SUSPENSION OF WORK:** USBE may suspend and reinstate work under this Contract by written notice to Contractor.
- 31. 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.
- 32. 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.
- 33. DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. GENERAL DATA PROVISIONS:**
- 37.1. 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.
- 37.2. AGENT DESIGNATION:** Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving Student Personally Identifiable Information to fulfill the purposes of this contract. Contractor may use the Student Personally Identifiable Information as provided herein, but may not transfer or otherwise convey Student Personally Identifiable Information to any other Person.
- 37.3. 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 ("IDEA"), and the Utah Student Privacy and Data Protection Act , Utah Code § 53E-9 101 et seq.
- 37.4. DESTRUCTION OF DATA:** If USBE requests the Destruction of PII in Contractor's possession as a result of this Contract, Contractor shall Destroy the information within five calendar days after the

date of the request. Contractor shall provide USBE with written confirmation of the date the data is Destroyed.

37.4.1. USBE retains the right to use the established operational services to access and retrieve Data stored on Contractor's infrastructure at its sole discretion.

37.5. ACCESS TO DATA:

37.5.1. 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.

37.5.2. 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.

37.5.3. 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.

37.5.4. 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.

37.5.5. Contractor shall provide annual, mandatory privacy and security awareness and 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.

37.6. USE AND DISCLOSURE OF DATA:

37.6.1. Contractor shall not collect, use, or share Data beyond the purposes set forth as follows:

37.6.1.1. To carry out the Contractor's responsibilities listed in the Statement of Work.

37.6.2. Contractor shall share Data only for the purposes stated in the Statement of Work and only with the following entities:

37.6.2.1. Law enforcement agencies or individuals only as authorized by law or court order. Contractor receives such a request, Contractor shall notify USBE within two business days of the receipt of the request, as permitted by law.

37.6.3. 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 an Incident. The following methods shall be used on any aggregated reports:

37.6.3.1. 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.

37.6.3.2. Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.

37.6.4. Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:

37.6.4.1. For adaptive learning or customized student learning purposes.

37.6.4.2. 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.

37.6.4.3. 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;

37.6.4.4. 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.

37.6.4.5. To use Data to allow or improve operability and functionality of the third-party contractor's application.

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

37.7. SECURITY AND PROTECTION OF DATA:

37.7.1. Contractor shall notify USBE of material system changes that may negatively impact the security

of Data prior to such changes being implemented.

37.7.2. If Contractor is given Data as part of this Contract, the protection of Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Data. Contractor shall safeguard the confidentiality, integrity, and availability of Data.

37.7.3. Contractor shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (<https://dts.utah.gov/policies>).

37.7.4. Contractor shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.

37.7.5. Contractor shall store and maintain all Data in data centers located only within the United States.

37.7.6. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).

37.7.7. Contractor shall store all Data, as well as any backups made of that data, in encrypted form using no less than 128-bit key and include all Data as part of a designated backup and recovery process.

37.7.8. Contractor shall enforce strong password protections on all devices and networks with access to or that store Data.

37.8. INCIDENTS:

37.8.1. If Contractor becomes aware of an Incident involving Data by either Contractor or any of Contractor's Subcontractors, Contractor shall notify USBE within one calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.

37.8.2. Contractor shall produce a written remediation plan that includes information about the cause and extent of the Incident, and the actions Contractor will take to remediate the Incident and reduce the risk of incurring a similar type of Incident in the future. Contractor shall present its analysis and remediation plan to USBE within ten calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse USBE for the reasonable costs thereof.

37.8.3. In the event of an Incident, Contractor shall provide USBE or its designated representatives with access 7 days a week, 24 hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

37.8.4. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

37.8.5. Disclosure of Data by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, 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 the State for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

Attachment B: Scope of Work for Hand Sanitizer Stations and Sanitizer

I. GENERAL INFORMATION

1) Sanitizer Stands:

Narrativo will provide USBE 2270 Sani Stands with minimum 32oz touchless dispenser that meet or exceed the following specifications:

- Touchless, automatic dispenser with 12 month warranty.
- 32oz/1000ml bulk refillable reservoir.
- Use any brand of hand sanitizer liquid or gel.
- Approximately 800 dispenses per refill (~3000 per gallon).
- Battery operated, lasts up to 1 year. (4x C, not included)
- Integrated metal drip tray.
- Heavy duty 20lb metal stand.
- Powder coated in durable textured matte black, fingerprint resistant. Lifetime warranty against manufacturing defects.
- Single person assembly in under 5 mins with only 5 bolts. Assembly tools included.
- Professional sign pre-installed. Narrativo will provide suggested signage for USBE for review and approval before production.
- Rubber feet for added stability.
- 13" x 13" base, 55" tall. 36" from ground to base of dispenser.
- OSHA, FDA, CDC, ADA compliant.
- Ships flat packed in heavy duty cardboard box. 49" x 13.5" x 5.5", 25lb shipped weight.
- SANI STAND made in Utah, USA from domestic and imported parts.

2) Sanitizer:

Narrativo will provide USBE 11,350 gallons of hand sanitizer that meets or exceeds the following specifications (MSDS included at end of SOW, Appendix A):

- **70% Alcohol Gel (Aloe Scent)**
- 70% by volume ethanol hand sanitizer gel made from USP grade raw materials.
- The strategic combination of inactive ingredients in precise ratios gives the product a quick and desirable rub time while leaving hands feeling smooth and moisturized after every use.
- Fast-drying formula with no stickiness or residue.
- Clear, viscous gel formula with no haziness or cloudiness.
- USP-grade Ethanol 200 Proof denatured using 1/8 gal. t-butyl alcohol + 1/16 oz. Bitrex® (Denatonium Benzoate) per 100 gallons of Ethanol.

- Manufactured in an FDA-Registered facility.
- Meets/exceeds FDA, CDC requirements. (Contains NO methanol).
- NDC # 78327-0004-1.
- Packaged in 1 gallon bottles with handle and leak proof screw cap. Lot # and expiry date identified on each bottle.
- Inactive Ingredients: Water, Polyethylene Glycol & AMP Acrylates / Vinyl Isodecanoate Crosspolymer; Isopropyl Myristate, Glycerin, Fragrance (Parfum), Tocopheryl Acetate.
- Made in the USA.

3) Delivery Timeline:

Narrativo will make two shipments, including an expedited shipment.

The first round of deliveries will be UPS Ground. Narrativo will provide tracking numbers to USBE upon shipment. UPS Ground will be shipped the week following contract execution:

Tintic District	545 EAST MAIN	EUREKA	UT	84628	UPS Ground
Juab District	346 E 600 N	NEPHI	UT	84648	UPS Ground
Rich District	25 S 100 W	RANDOLPH	UT	84064	UPS Ground
Piute District	500 N MAIN	JUNCTION	UT	84740	UPS Ground
Ascent Academies of Utah	22 South 650 West	FARMINGTON	UT	84025	UPS Ground
North Summit District	65 S MAIN	COALVILLE	UT	84017	UPS Ground
Daggett District	196 W 200 N	MANILA	UT	84046	UPS Ground
Wayne District	79 N 100 W	BICKNELL	UT	84715	UPS Ground
Grand District	264 S 400 E	MOAB	UT	84532	UPS Ground

Summit Academy	1285 E 13200 S	DRAPER	UT	84020	UPS Ground
Success Academy	351 W UNIVERSITY BLVD	CEDAR CITY	UT	84720	UPS Ground
Utah Military Academy	5120 S. 1050 W.	RIVERDALE	UT	84405	UPS Ground
Entheos Academy	4710 W 6200 S	KEARNS	UT	84118	UPS Ground
Spectrum Academy	575 N CUTLER DR	NORTH SALT LAKE	UT	84054	UPS Ground
Leadership Learning Academy	100 W 2675 N	LAYTON	UT	84041	UPS Ground
Syracuse Arts Academy	2893 W 1700 S	SYRACUSE	UT	84075	UPS Ground
Monticello Academy	2782 S CORPORATE PARK DRIVE	WEST VALLEY CITY	UT	84120	UPS Ground
Freedom Preparatory Academy	1190 W 900 N	PROVO	UT	84604	UPS Ground
Hawthorn Academy	9062 S 2200 W	WEST JORDAN	UT	84088	UPS Ground
Thomas Edison	180 E 2600 N	NORTH LOGAN	UT	84341	UPS Ground
No. UT. Acad. for Math Engineering & Science	2750 N UNIVERSITY PARK BLVD	LAYTON	UT	84041	UPS Ground
Utah County Academy of Science	940 W 800 S	OREM	UT	84058	UPS Ground

Odyssey Charter School	738 E QUALITY DR	AMERICAN FORK	UT	84003	UPS Ground
Renaissance Academy	3435 N 1120 E	LEHI	UT	84043	UPS Ground
Guadalupe School	1385 N 1200 W	SALT LAKE CITY	UT	84116	UPS Ground
Quest Academy	4862 W 4000 S	WEST HAVEN	UT	84401	UPS Ground
Jefferson Academy	1425 S ANGEL ST	KAYSVILLE	UT	84037	UPS Ground
Utah International Charter School	350 East 3605 South	SALT LAKE CITY	UT	84105	UPS Ground
Vanguard Academy	2650 South Decker Lake Lane	WEST VALLEY CITY	UT	84119	UPS Ground
Athlos Academy of Utah	12309 South Mustang Trail Way	HERRIMAN	UT	84096	UPS Ground
Advantage Arts Academy	454 S. 500 E.	FARMINGTON	UT	84025	UPS Ground
Lincoln Academy	1582 W 3300 N	PLEASANT GROVE	UT	84062	UPS Ground
Intech Collegiate Academy	1787 N RESEARCH PARKWAY	NORTH LOGAN	UT	84341	UPS Ground
Channing Hall	13515 S 150 E	DRAPER	UT	84020	UPS Ground
Karl G. Maeser Preparatory Academy	320 W 600 S	LINDON	UT	84042	UPS Ground
Rockwell Charter High School	3435 E STONEBRIDGE LANE	EAGLE MOUNTAIN	UT	84005	UPS Ground

Vista School	585 E CENTER STREET	IVINS	UT	84738	UPS Ground
Utah Connections Academy	687 West 700 South, Suite D	WOODS CROSS	UT	84087	UPS Ground
Esperanza School	4956 W 3500 S	WEST VALLEY CITY	UT	84120	UPS Ground
The Center for Creativity Innovation and Discovery	170 West Spring Creek Parkway	PROVIDENCE	UT	84332	UPS Ground
Beehive Science & Technology Academy	830 E 9400 S	SANDY	UT	84094	UPS Ground
C.S. Lewis Academy	354 N SR-198	SANTAQUIN	UT	84655	UPS Ground
Venture Academy	495 N 1500 W	MARRIOTT-SLATERVILLE CITY	UT	84404	UPS Ground
Bear River Charter School	75 S 400 W	LOGAN	UT	84321	UPS Ground
Endeavor Hall	2614 S DECKER LAKE LANE	WEST VALLEY CITY	UT	84119	UPS Ground
Dixie Montessori Academy	1160 N 645 W	WASHINGTON	UT	84780	UPS Ground
Roots Charter High School	2250 South 1300 West	WEST VALLEY CITY	UT	84119	UPS Ground
Leadership Academy of Utah	1366 S. Legend Hills Dr. Ste. 190	CLEARFIELD	UT	84015	UPS Ground
Bridge Elementary School	4824 S Midland Dr	ROY	UT	84067	UPS Ground

Wasatch Peak Academy	414 N CUTLER DRIVE	North Salt Lake	UT	84054	UPS Ground
Lakeview Academy	527 W 400 N	SARATOGA SPRINGS	UT	84045	UPS Ground
Dual Immersion Academy	1155 S GLENDALE DRIVE	SALT LAKE CITY	UT	84104	UPS Ground
Salt Lake Center for Science Education	1400 W GOODWIN AVE	SALT LAKE CITY	UT	84116	UPS Ground
Maria Montessori Academy	2505 N 200 E	OGDEN	UT	84414	UPS Ground
Mana Academy Charter School	2355 South Technology Drive	WEST VALLEY CITY	UT	84119	UPS Ground
Athenian eAcademy	765 E. 340 S. Suite 203	AMERICAN FORK	UT	84003	UPS Ground
Mountain Sunrise Academy	1802 East 145 North	SARATOGA SPRINGS	UT	84043	UPS Ground
North Star Academy	2920 W 14000 S	Bluffdale	UT	84065	UPS Ground
Legacy Preparatory Academy	1375 W CENTER STREET	NORTH SALT LAKE	UT	84054	UPS Ground
George Washington Academy	2277 S 3000 E	ST GEORGE	UT	84790	UPS Ground
Edith Bowen Laboratory School	6700 OLD MAIN HILL	LOGAN	UT	84322	UPS Ground
Utah Virtual Academy	310 E 4500 S	MURRAY	UT	84107	UPS Ground
Canyon Grove Academy	588 W 3300 N	PLEASANT GROVE	UT	84062	UPS Ground

Highmark Charter School	2467 EAST SOUTH WEBER DRIVE	SOUTH WEBER	UT	84405	UPS Ground
Voyage Academy	1891 N. 1500 W.	CLINTON	UT	84015	UPS Ground
Mountain West Montessori Academy	4125 West Foxview Drive	South Jordan	UT	84009	UPS Ground
Wasatch Waldorf Charter School	1458 East Murray-Holladay Road	HOLLADAY	UT	84117	UPS Ground
Ignite Entrepreneurship Academy	1650 West Traverse Terrace	LEHI	UT	84043	UPS Ground
Ogden Preparatory Academy	1415 Lincoln Ave	OGDEN	UT	84404	UPS Ground
Noah Webster Academy	205 E 400 S	OREM	UT	84058	UPS Ground
Early Light Academy at Daybreak	11709 VADANIA DR	SOUTH JORDAN	UT	84009	UPS Ground
Weilenmann School of Discovery	4199 W KILBY ROAD	PARK CITY	UT	84098	UPS Ground
Promontory School of Expeditionary Learning	1051 W 2700 S	PERRY	UT	84302	UPS Ground
Scholar Academy	928 N 100 E	TOOELE	UT	84074	UPS Ground
Franklin Discovery Academy	320 E. Gammon Road	VINEYARD	UT	84058	UPS Ground

Bonneville Academy	800 W Montauk Lane	STANSBURY PARK	UT	84074	UPS Ground
Reagan Academy	1143 W CENTER	SPRINGVILLE	UT	84663	UPS Ground
Salt Lake School for the Performing Arts	2291 S 2000 E	SALT LAKE CITY	UT	84106	UPS Ground
Gateway Preparatory Academy	201 E THOROUGHbred WAY	ENOCH	UT	84721	UPS Ground
Excelsior Academy	124 E ERDA WAY	ERDA	UT	84074	UPS Ground
Summit Academy High School	14942 S 560 W	BLUFFDALE	UT	84065	UPS Ground
Pacific Heritage Academy	1755 W 1100 N	SALT LAKE CITY	UT	84116	UPS Ground
Weber State University Charter Academy	1351 Edvalson Street	OGDEN	UT	84408	UPS Ground
Greenwood Charter School	1920 W 250 N Suite 17	OGDEN	UT	84404	UPS Ground
Wallace Stegner Academy	980 S. Bending River Ct.	SALT LAKE CITY	UT	84104	UPS Ground
Treeside Charter School	1724 South State Street	PROVO	UT	84606	UPS Ground
Walden School of Liberal Arts	4230 N UNIVERSITY AVE	PROVO	UT	84604	UPS Ground
Academy for Math Engineering & Science	5715 S 1300 E	SALT LAKE CITY	UT	84121	UPS Ground
Pinnacle Canyon Academy	210 N 600 E	Price	UT	84501	UPS Ground

City Academy	555 E 200 S	SALT LAKE CITY	UT	84102	UPS Ground
Soldier Hollow Charter School	3444 West 3000 South	HEBER CITY	UT	84032	UPS Ground
American Leadership Academy	898 W 1100 S	SPANISH FORK	UT	84660	UPS Ground
Mountainville Academy	195 S MAIN	ALPINE	UT	84004	UPS Ground
Open Classroom	134 D STREET	SALT LAKE CITY	UT	84103	UPS Ground
Merit College Preparatory Academy	1440 W CENTER STREET	SPRINGVILLE	UT	84663	UPS Ground
Good Foundations Academy	5101 S 1050 W	RIVERDALE	UT	84405	UPS Ground
Valley Academy	539 N 870 W	HURRICANE	UT	84737	UPS Ground
Winter Sports School	4251 Shadow Mountain Drive	PARK CITY	UT	84098	UPS Ground
Terra Academy	267 Aggie Blvd.	VERNAL	UT	84078	UPS Ground
American Academy of Innovation	5410 S Jordan Pkwy	South Jordan	UT	84009	UPS Ground
Real Salt Lake Academy High School	14750 South 3600 West	HERRIMAN	UT	84096	UPS Ground
Tuacahn High School for the Performing Arts	1100 TUACAHN DR	IVINS	UT	84738	UPS Ground

Uintah River High	998 E 7500 S	FORT DUCHESNE	UT	84026	UPS Ground
John Hancock Charter School	125 N 100 E	PLEASANT GROVE	UT	84062	UPS Ground
Timpanogos Academy	70 S 100 E	LINDON	UT	84042	UPS Ground
Salt Lake Arts Academy	844 S 200 E	SALT LAKE CITY	UT	84111	UPS Ground
Fast Forward High	875 W 1400 N	LOGAN	UT	84321	UPS Ground
Navigator Pointe Academy	6844 S NAVIGATOR RD	WEST JORDAN	UT	84084	UPS Ground
Paradigm High School	11577 S 3600 W	SOUTH JORDAN	UT	84095	UPS Ground
Canyon Rim Academy	3005 S 2900 E	SALT LAKE CITY	UT	84109	UPS Ground
Providence Hall	4795 W Patriot Ridge Drive	HERRIMAN	UT	84096	UPS Ground
Mountain Heights Academy	9067 S 1300 W Suite 204	WEST JORDAN	UT	84088	UPS Ground
Utah Career Path High School	550 E 300 S RM 2025	KAYSVILLE	UT	84037	UPS Ground
Lumen Scholar Institute	1353 West 760 North	OREM	UT	84057	UPS Ground
St. George Academy	380 E. 3090 S.	SANTA CLARA	UT	84765	UPS Ground
Ranches Academy	7789 TAWNY OWL CIR	EAGLE MOUNTAIN	UT	84005	UPS Ground
Davinci Academy	2033 GRANT AVE	OGDEN	UT	84401	UPS Ground
Itineris Early College High	8714 Roy Del Circle	WEST JORDAN	UT	84088	UPS Ground

North Davis Preparatory Academy	1765 W HILLFIELD RD	LAYTON	UT	84041	UPS Ground
Moab Charter School	358 E 300 S	MOAB	UT	84532	UPS Ground
East Hollywood High	2185 S 3600 W	WEST VALLEY CITY	UT	84119	UPS Ground

The second round of delivery will start the following week and will include LTL and Local Delivery.

LTL Delivery:

Washington District	121 W TABERNACLE	ST GEORGE	UT	84770	Estes Express
Nebo District	350 S MAIN	SPANISH FORK	UT	84660	UPS Freight
Tooele District	92 S LODESTONE WAY	TOOELE	UT	84074	USF Reddaway
Box Elder District	960 S MAIN	BRIGHAM CITY	UT	84302	USF Reddaway
Cache District	84 East 2400 North	LOGAN	UT	84341	Estes Express
Iron District	2077 W ROYAL HUNTE DRIVE	CEDAR CITY	UT	84720	Estes Express
Duchesne District	1010 East 200 North	ROOSEVELT	UT	84066	Saia
Sevier District	180 E 600 N	RICHFIELD	UT	84701	XPO
Uintah District	635 W 200 S	VERNAL	UT	84078	Midwest Motor Express

Park City District	2700 KEARNS BLVD	PARK CITY	UT	84060	Estes Express
San Juan District	200 N MAIN STREET	BLANDING	UT	84511	UPS Freight
Logan City District	101 W CENTER	LOGAN	UT	84321	Estes Express
Emery District	120 NORTH MAIN	HUNTINGTON	UT	84528	UPS Freight
Millard District	285 E 450 N	DELTA	UT	84624	UPS Freight
Kane District	746 S 175 E	KANAB	UT	84741	UPS Freight
Wasatch District	101 E 200 N	HEBER CITY	UT	84032	Estes Express
Carbon District	251 W 400 N	PRICE	UT	84501	UPS Freight
Garfield District	145 E CENTER	PANGUITCH	UT	84759	Estes Express
South Summit District	285 East 400 South	KAMAS	UT	84036	UPS Freight
North Sanpete District	220 E 700 S	MT PLEASANT	UT	84647	UPS Freight
South Sanpete District	39 S MAIN	MANTI	UT	84642	UPS Freight
Morgan District	240 EAST YOUNG STREET	MORGAN	UT	84050	XPO
Beaver District	290 N MAIN ST	BEAVER	UT	84713	XPO

American Preparatory Academy	12892 S PONY EXPRESS RD	DRAPER	UT	84020	Forward Air
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Local Delivery:

Davis District	45 E STATE STREET	FARMINGTON	UT	84025	3PL Trucking Company
Granite District	2500 S STATE STREET	SALT LAKE CITY	UT	84115	3PL Trucking Company
Alpine District	575 N 100 E	AMERICAN FORK	UT	84003	3PL Trucking Company
Jordan District	7387 S CAMPUS VIEW DRIVE	WEST JORDAN	UT	84084	3PL Trucking Company
Canyons District	9361 South 300 East	SANDY	UT	84070	3PL Trucking Company
Weber District	5320 S ADAMS AVE PKWY	OGDEN	UT	84405	3PL Trucking Company
Salt Lake District	440 E 100 S	SALT LAKE CITY	UT	84111	3PL Trucking Company
Ogden City District	1950 MONROE BLVD	OGDEN	UT	84401	3PL Trucking Company
Provo District	280 W 940 N	PROVO	UT	84604	3PL Trucking Company

Murray 5102 S. MURRAY UT 84107 3PL
District Commerce Trucking
Drive Company

4) Contract Management:

- a) Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. Any technical and/or managerial exchange of information or advice shall not be construed as a change to any requirement and/or provision of this Contract unless the change is expressly directed by USBE's Procurement Representative in writing pursuant to the Changes clause of this Contract or by bilateral written agreement between the designated representatives of this Contract. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.
- b) Utah State Board of Education
 - i) Program Manager: Sarah Young, Director of Strategic Initiatives, sarah.young@schools.utah.gov; 801-538-7528
 - ii) Contract Manager: Zachary Christensen, Director of Purchasing, zac.christensen@schools.utah.gov, 801-538-7538
- c) Narrative
 - i) Christian Young, CEO, christian@sanistand.co, 801-534-2167

II. BUDGET INFORMATION

1) Budget

- a) The FIRM FIXED PRICE for USBE's obligation under this Contract is \$727,776.10 as follows:

ITEM	COST	QUANTITY	TOTAL COST
Per Unit Cost	\$155.38	2,270	\$352,712.60
Per Gallon Cost of Sanitizer	\$29.41	11,350	\$333,803.50
Delivery to all LEAS	\$22,117.12	1	\$22,117.12
Expediting cost	\$19,142.88	1	\$19,142.88

- b) Cooperative Contract:

- i) Eligible Users cost shall be the same per unit for the dispenser and gallon sanitizer.

2) Invoicing

- a) Narrativo shall submit monthly invoices electronically to the USBE email account at invoices@schools.utah.gov and the program manager 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.
- b) Invoices shall include the following:
- i) Contractor Name
 - ii) Uniquely identifiable invoice number
 - iii) Invoice date
 - iv) Contract Number
 - v) Recipient Entity's contact information (phone number and email address)
 - vi) Contractor's authorized signature
 - vii) Date(s) goods/services were provided
 - viii) Description of goods and/or services for which payment is requested
 - ix) Dollar amount requested.
- c) Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.
- d) All payments made to the Contractor under this agreement shall be made in the name of the Contractor, as it appears in this agreement. All payments will be sent to the Contractor will be sent 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.

- e) To obtain payment for the goods and/or services authorized by this agreement, Contractor shall submit the itemized invoice together with supporting documentation of work performed.
- f) USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.
- g) Contractor may be required to repay USBE if, during or after the contract period, an audit or other review determines that payments made by USBE to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

Attachment C:

Cooperative Contract Information

A) Additional Terms and Conditions:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.

B) Cost for Cooperative Contract Users will be the same offered to USBE.



UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment:1 **To Contract:** USBE210008MA

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah State Board of Education, referred to as "State Entity" or "USB E", and Narrativo, referred to as "Contractor".

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 8/3/2020

Current Ending Date: 7/31/2021

New Ending Date: 7/31/2021

2. Contract Amount:

Current Contract Amount: \$727,776.10

Amendment Amount: \$57,783.53

New Contract Amount: \$815,559.63

3. Other changes:

SOW AMD 1 is incorporated in the SOW to reflect delivery of additional sanitizer to LEAs.

4. Effective Date of Amendment: 11/13/2020

All other conditions and terms in the original contract and previous amendments remain the same.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment on the date first set forth above.

CONTRACTOR

STATE

Contractor's signature _____

Agency's signature _____

Date _____

Type or Print Name and Title _____

Type or Print Name and Title _____

Zac Christensen Agency Contact Person	801-538-753 Telephone Number	Zac.christensen@schools.utah.gov Email
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USBE2110008MA SOW AMD 1

Narrativo shall deliver an additional 1,831 gallons of sanitizer to LEAs as follows:

District	Address	City	State	Zip	Gallon
Alpine District	575 N 100 E	AMERICAN FORK	UT	84003	231
Beaver District	290 N MAIN ST	BEAVER	UT	84713	6
Box Elder District	960 S MAIN	BRIGHAM CITY	UT	84302	36
Cache District	84 East 2400 North	LOGAN	UT	84341	55
Carbon District	251 W 400 N	PRICE	UT	84501	12
Daggett District	196 W 200 N	MANILA	UT	84046	1
Davis District	45 E STATE STREET	FARMINGTON	UT	84025	212
Duchesne District	1010 East 200 North	ROOSEVELT	UT	84066	18
Emery District	120 NORTH MAIN	HUNTINGTON	UT	84528	8
Garfield District	145 E CENTER	PANGUITCH	UT	84759	4
Grand District	264 S 400 E	MOAB	UT	84532	6
Granite District	2500 S STATE STREET 2077 W ROYAL HUNTE DRIVE	SALT LAKE CITY CEDAR CITY	UT	84115 84720	202 29
Iron District	DRIVE	CEDAR CITY	UT	84720	29
Jordan District	7387 S CAMPUS VIEW DRIVE	WEST JORDAN	UT	84084	174
Juab District	346 E 600 N	NEPHI	UT	84648	8
Kane District	746 S 175 E	KANAB	UT	84741	5
Millard District	285 E 450 N	DELTA	UT	84624	10
Morgan District	240 EAST YOUNG STREET	MORGAN	UT	84050	10
Nebo District	350 S MAIN	SPANISH FORK	UT	84660	103
North Sanpete District	220 E 700 S	MT PLEASANT	UT	84647	8
North Summit District	65 S MAIN	COALVILLE	UT	84017	4
Park City District	2700 KEARNS BLVD	PARK CITY	UT	84060	20
Piute District	500 N MAIN	JUNCTION	UT	84740	2
Rich District	25 S 100 W	RANDOLPH	UT	84064	2
San Juan District	200 N MAIN STREET	BLANDING	UT	84511	16
Sevier District	180 E 600 N	RICHFIELD	UT	84701	14
South Sanpete District	39 S MAIN	MANTI	UT	84642	11
South Summit District	285 East 400 South	KAMAS	UT	84036	6
Tintic District	545 EAST MAIN	EUREKA	UT	84628	1
Tooele District	92 S LODESTONE WAY	TOOELE	UT	84074	46
Uintah District	635 W 200 S	VERNAL	UT	84078	20
Wasatch District	101 E 200 N	HEBER CITY	UT	84032	26
Washington District	121 W TABERNACLE	ST GEORGE	UT	84770	99
Wayne District	79 N 100 W	BICKNELL	UT	84715	2
Weber District	5320 S ADAMS AVE PKWY	OGDEN	UT	84405	99
Salt Lake District	440 E 100 S	SALT LAKE CITY	UT	84111	82
Ogden City District	1950 MONROE BLVD	OGDEN	UT	84401	40
Provo District	280 W 940 N	PROVO	UT	84604	48
Logan City District	101 W CENTER	LOGAN	UT	84321	18
Murray District	5102 S. Commerce Drive	MURRAY	UT	84107	20
Canyons District	9361 South 300 East	SANDY	UT	84070	10
Utah Schools for the Deaf and the Blind	1655 East 3300 South	SALT LAKE CITY	UT	84106	108

The cost of the sanitizer will be \$53,840.71

Delivery will be \$3,933.82

The total cost impact of this amendment is: \$57,783.53