

**CONTRACT WITH INSIDE SOURCE INCORPORATING PEPPM MULTIPLE AWARD CONTRACT  
FOR EDUCATIONAL, CLASSROOM, MISCELLANEOUS SUPPORT FURNITURE AND  
RELATED PRODUCTS AND INCIDENTAL SERVICES AT LOS ALTOS HIGH SCHOOL  
(CONTRACT NO. C21-025)**

**MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT & INSIDE SOURCE**

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This agreement incorporating PEPPM Multiple Award Contract for Educational, Classroom, Miscellaneous Support Furniture and Related Products and Services between Diversified Woodcrafts, Inc. (“Vendor”) and Kern County Superintendent of Schools, Contract No. 529977 (“Contract”) is entered into between the Mountain View Los Altos High School District (“District” and/or “Participating Public Agency”) and Inside Source (“Vendor”) (individually a “Party” or collectively “Parties”) as follows:

**RECITALS**

**WHEREAS**, District has a need for comprehensive facilities solutions including the purchase of education, classroom, and miscellaneous support furniture (“Products and Services”) at Los Altos High School New Classroom Buildings; and

**WHEREAS**, District wants to purchase the Products and Services from Vendor in a cost-effective manner; and

**WHEREAS**, after a competitive solicitation and selection process by Kern County Superintendent of Schools (“Lead Public Agency”) in compliance with Lead Public Agency’s policies, procedures, rules and regulations, Vendor entered into a Contract with Lead Public Agency dated January 22, 2020, (“Kern Contract”) to provide the Products and Services; and

**WHEREAS**, the Kern Contract is made available by Lead Public Agency through PEPPM and provides that “Participating Public Agencies” may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, the Parties intend to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase; and

**WHEREAS**, the Parties hereto desire to conserve resources and reduce procurement costs; and

**WHEREAS**, the Parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services; and

**WHEREAS**, section 20118 of the California Public Contract Code states,

Notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of the personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to

the vendor under the same terms that are available to the public corporation or agency under the contract.

**WHEREAS**, the Kern Contract contains a “piggyback” provision pursuant to section 20118 of the California Public Contract Code; and

**WHEREAS**, the District is listed in the Kern Contract as one of the public agencies eligible to utilize the Kern Contract; and

**WHEREAS**, the District has determined that it is in its best interests to purchase the Products and Services by piggybacking on the Kern Contract; and

**WHEREAS**, Vendor is an authorized dealer of the Diversified Woodcraft products purchased herein; and

**WHEREAS**, Diversified Wood Products, through its authorized dealer, Inside Source, wants to provide the District with the Products and Services pursuant to the Kern Contract.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

#### **TERMS AND CONDITIONS**

1. This Contract fully incorporates by this reference the following documents:
  - 1.1. The Kern Contract No. 529977 attached hereto as **Exhibit “A”** including all of its provisions and documents incorporated therein by reference or operation of law, as except as otherwise excepted or altered herein.
  - 1.2. The PEPPM Purchase Agreement attached hereto as **Exhibit “B”** including all of its provisions and documents incorporated therein by reference or operation of law.
  - 1.3. The Parties hereby acknowledge and agree that Vendor shall comply with all insurance and bond requirements of the Kern Contract and shall provide the District with copies of all required insurance documents, payment bond(s), and performance bond(s), at the time Vendor executes this Contract.
  - 1.4. To the extent any term or condition of this Contract is inconsistent with the Kern Contract, the PEPPM Purchase Agreement, the PEPPM Purchase Agreement shall control, except for the delivery, payment, choice of law, venue, or jurisdiction provisions in this Contract which shall control over all other contradictory provisions.
2. **Exceptions.** The following provisions of the Kern Contract are either excepted and/or modified as provided below:
  - 2.1.1. Vendor acknowledges that any provision in the Kern Contract specifically referencing Kern County Superintendent of Schools, or Purchasing Agency shall be interpreted as to mean the District, unless otherwise excepted or modified herein.
3. **Term.** The term of this Contract shall begin on January 25, 2021 and continue for one (1) year. Either Party may terminate this Contract without cause upon thirty (30) days’ prior written notice to the other Party. This Contract may be extended as agreed by the Parties in writing.
4. The price for the Products and Services shall be according to the amounts set forth in **Exhibit “B”**. The total value for all Products and Services purchased pursuant to this Contract shall be in an amount not-to-exceed **Two Hundred Eight Thousand Two Hundred Ninety-Nine and 19/100 Dollars (\$208,299.19)**. The following price, delivery and payment terms shall apply:

- 4.1. District will pay Vendor all undisputed amounts within thirty (30) days after Vendor submits an invoice to the District. Vendor hereby acknowledges and certifies that that the prices indicated herein and the referenced documents are the prices indicated and/or authorized in the Kern Contract.
- 4.2. To the extent that there is any inconsistency between this Contract and the Kern Contract regarding payment or pricing, including pricing adjustments, the provisions of this Contract shall control.
5. Vendor hereby acknowledges and certifies that that the prices indicated herein and the referenced documents are the lowest overall available pricing on Products and Services that it offers and as indicated and/or authorized in the Kern Contract.
6. The Parties acknowledge that each of them have agreed to the contents of this Contract and that this Contract shall not be construed as having been drafted by one Party or the other.
7. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**DISTRICT**

Mountain View Los Altos High School District  
1299 Bryant Avenue  
Mountain View, CA 94040  
ATTN: Mike Mathiesen

**VENDOR**

Inside Source  
985 Industrial Road  
San Carlos, CA 94070  
ATTN: Konnie Baker

- 7.1. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.
8. **General Terms and Conditions.**
  - 8.1. This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Vendor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
  - 8.2. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
  - 8.3. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in Santa Clara County, California. Notwithstanding any provision to the contrary, this choice of law, venue and jurisdiction provision shall control over any contradictory provision in the Kern Contract.
  - 8.4. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purposes of this Contract.
  - 8.5. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Contract. Signature of copies and facsimile versions of this Contract shall have the same force and effect as signature of the original.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

**MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT**

**INSIDE SOURCE, INC.**

By: \_\_\_\_\_

Michael Mathiesen  
Associate Superintendent,  
Business Services

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Exhibit "A"**

**PEPPM Multiple Award Contract for Educational, Classroom, Miscellaneous Support Furniture and Related Products and Services between Diversified Woodcrafts, Inc. and Kern County Superintendent of Schools, Contract No. 529977**

PEPPM 2020 Product Line Bid – California # 529977

AWARDED VENDOR AGREEMENT

BETWEEN

Kern County Superintendent of Schools (“Agency”)

AND

Diversified Woodcrafts, INC

*(Bidder's legal name referred to throughout this agreement as "Awarded Vendor")*

For Bid Product Line:

School computer lab science furniture and casework

*(Product Line Name within PEPPM 2020 Product Line Bid – California # 529977)*

This Agreement is made and entered into as of the date this Agreement is fully executed by the Kern County Superintendent of Schools (Agency) after an initial signature from the Awarded Vendor. This date of final execution shall be known as the “Effective Date.”

Whereas, Agency issued a Request for Bids for PEPPM 2020 Product Line Bid – California (“RFB”);

Whereas, that RFB is incorporated into this Agreement by reference and made a part hereof;

Whereas, the Awarded Vendor submitted a Bid in response to the Agency’s RFB for the Product Line referenced above;

Whereas, the Agency determined that Awarded Vendor was the lowest responsive and responsible bidder for the Product Line referenced above; and

Whereas, Awarded Vendor signs and executes this Awarded Vendor Agreement to indicate its acceptance of the terms and conditions of the Contract as defined below;

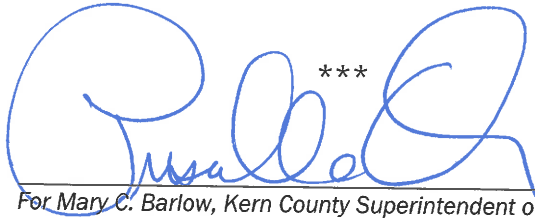
Now, therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. This Agreement is a Contract and Contract Documents consist of the Request for Bids, bid Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder’s responses to Questions, the Bidder’s PEPPM Bid Quote Sheet(s), the Bidder’s pricing spreadsheet, the Bidder’s PEPPM State Selection Form, the Bidder’s Ancillary Services Form, this Agreement, all other attachments and exhibits to the request for bids, all addenda to the request for bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g. adding state-specific terms and conditions). The Contract Documents form the “Contract” between Agency for the Contract term, and during any authorized extensions.
2. Awarded Vendor agrees to furnish products and services related to the RFB in accordance with the RFB Terms and Conditions and Contract.

3. The Contract shall commence on January 1, 2020 and end on December 31, 2021. Agency and Awarded Vendor may elect to extend the term of the Contract as set forth in the Terms and Conditions.
4. Awarded Vendor agrees to honor submitted bid prices and pricing formulas according to all terms and conditions of the Contract Documents to all eligible buying organizations in California as authorized to purchase the products included in the Awarded Vendor's bid.
5. Where Awarded Vendor agreed to extend its quoted price formulas and effective prices to eligible LEAs in states and territories outside of California, Awarded Vendor agrees to extend those quoted bid prices and formulas according to all terms and conditions of the Contract Documents to those other LEAs and eligible agencies.
6. Awarded Vendor agrees to remit the Transaction Fee in accordance with the terms and conditions set forth in the Contract.
7. This Agreement shall be governed by and construed under the laws of the state of California, any disputes shall be determined in the court of general jurisdiction in the County of Kern.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands to be affixed.

Vendor Signature Edward Surowiec  
 Signatory Title Contract Administrator  
 Vendor Name Edward Surowiec  
 Address 300 S Krueger St  
 City, State, Zip Suring , WI 54174  
 Date 10/4/2019

KCSOS Signature   
 Signatory Title Priscilla Quinn, Assistant Superintendent  
 Agency Name Kern County Superintendent of Schools  
 Address 1300 17th Street  
 City, State, Zip Bakersfield, CA 93301  
 Date 1/22/20



Documentation for

**PEPPM 2020 PRODUCT LINE BID – CALIFORNIA  
# 529977**

Contract Start Date January 1, 2020

Awarded by the  
Kern County  
Superintendent of Schools



**Award Resolution**  
**Kern County Superintendent of Schools**  
**Request for Bids #529977**

Whereas, on September 9, 2019, the Office of the Kern County Superintendent of Schools (KCSOS) requested sealed bids, under Request for Bids # 529977, PEPPM 2020 Product Line Bid - California; and

**Whereas**, the request for bids was properly advertised for two consecutive weeks in a newspaper of general circulation in Kern County; and

**Whereas**, bids have been received by KCSOS and evaluated in cooperation with the national PEPPM Technology Bidding Program; and

**Whereas**, the bids were requested, advertised, accepted, and evaluated in accordance with the provisions of the California Public Contract Code and the Education Code; and

**Whereas**, KCSOS has reviewed bid tabulations and evaluation results; and

**Whereas**, the solicitation of bids was issued by KCSOS with the intent of the resulting contracts being legally used by all California school districts, county offices of education, community colleges, charter schools, other California government agencies, and agencies in other states as authorized by the California Government Code; and

**Whereas**, KCSOS waives the right to any payment from any California agency using the contracts, and, if any agency uses the contracts, that agency will pay vendors directly; and

**Whereas**, those vendors with the lowest prices and having a responsive and responsible bid have been identified to the satisfaction of staff and agents of KCSOS;

**NOW THEREFORE BE IT RESOLVED** that I, Mary C. Barlow, being the elected Kern County Superintendent of Schools and having the legal authority to make bid awards and enter into contracts, do hereby award successful bids and contracts as per terms and conditions established in the bidding process for the attached and specified product lines listed in Exhibit A for the period starting January 1, 2020 to December 31, 2021, (and any allowable extensions) and make them available, not only to the school districts of Kern County, but to any eligible public agency in California or other jurisdictions and entities as allowed by law.



For Mary C. Barlow  
Kern County Superintendent of Schools  
December 12, 2019

**Exhibit A**  
**Kern County Superintendent of Schools**  
**Contract Awards Related to Bid #529977**  
**PEPPM 2020 Product Line Bid - California**

<b>Product Line</b>	<b>Description</b>	<b>Awarded Vendor</b>
3M	Workstation and ergonomic accessories, privacy screens, and films	SYNNEX Corporation
8x8, Inc.	Cloud-based voice, video, collaboration and contact center platform	8x8, Inc.
Commscope	High performance data cables, CATV, MATV, and fiber optic cables	CommScope Technologies, LLC
Desktop Alert	Mass notification system	Desktop Alert, Inc.
Diversified Woodcrafts, Inc.	School, computer, lab, science furniture and casework	Diversified Woodcrafts, Inc.
Dobot	Educational desktop robots	Bluegrass Educational Technologies
Dremel 3D	3D printers	3D Universe, LLC
EnGenius	Wireless networking and telecommunications solutions	Unistar-Sparco Computers, Inc.
Epson America, Inc.	Printers, projectors, scanners and accessories	Epson America, Inc.
Harman Professional	Speakers, amplifiers, microphones, DSP, audio, video control, and lighting solutions	SYNNEX Corporation
Haven Lock	Smart door locks and lockdown barricades	Advanced Classroom Technologies
Iron Mountain	Records information management services including secure storage and destruction	Iron Mountain
Korg	Electronic musical instruments and recording equipment	Korg USA, Inc.
Makeblock	STEM/STEAM education solutions	Makeblock
National Public Seating	Educational, science, performing arts, office, cafeteria and presentation furniture	National Public Seating
Oklahoma Sound	Technology, presentation and storage furniture	National Public Seating
OneScreen	Collaboration and video conferencing solutions	Clary Icon
SMART Technologies	Interactive whiteboards and classroom technology solutions	SMART Technologies Corporation
ThreeSixty	Intercom, paging, mass notification and IP telephone systems	ThreeSixty, Inc.
UZBL	Protective cases and accessories for portable devices	Trinity3 Technology
Vivacity Tech	Mobile device deployment and storage solutions	Vivacity Tech PBC
Volume Cases	Chromebook cases	Volume Cases

# PROOF OF PUBLICATION

**The BAKERSFIELD CALIFORNIAN**  
**3700 PEGASUS DRIVE**  
**BAKERSFIELD, CA 93308**

Epylon Corporation  
630 San Ramon Valley Blvd. Ste 210  
DANVILLE, CA 94526

**Ad Number:** 14640892      **PO #:**  
**Edition:** CALC      **Run Times**      **2**  
**Class Code** Legal Notices  
**Start Date** 9/11/2019      **Stop Date** 9/18/2019  
**Billing Lines** 35      **Inches** 210.92  
**Total Cost** \$ 625.78      **Account** 63010486  
**Billing** Epylon Corporation  
**Address** 630 San Ramon Valley Blvd. Ste 210  
DANVILLE, CA 94526

STATE OF CALIFORNIA  
COUNTY OF KERN

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

9/11/19  
9/18/19

ALL IN YEAR 2019

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
DATED AT BAKERSFIELD CALIFORNIA

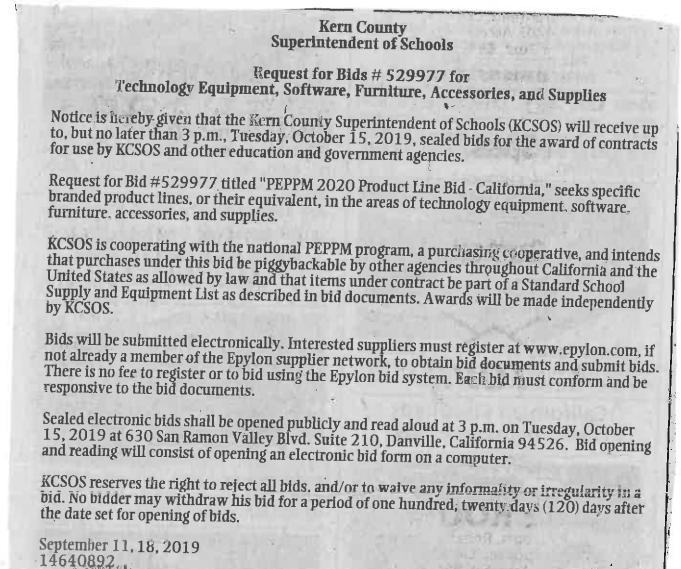
9/18/19

**Solicitor I.D.:** 0

**First Text**

Kern County Superintendent of Schools Requ

Ad Number 14640892





# KERN COUNTY SUPERINTENDENT OF SCHOOLS

## Request for Bids

PEPPM 2020 Product Line Bid – California

Electronic Bid # 529977

Bid Due Date: Tuesday, October 15, 2019, 3 p.m. PT

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Kern County Superintendent of Schools, in cooperation with the  
PEPPM cooperative purchasing program,  
seeks bids for technology products, including equipment,  
software, services, supplies, and other items.

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### **I Introduction and Overview**

#### **I.1 Bid Title**

PEPPM 2020 Product Line Bid – California

#### **I.2 Electronic Bid Number**

The applicable electronic bid form is numbered 529977.

#### **I.3 Organization of Terms and Conditions**

- I [Introduction and Overview](#)
- II [Bid Document Definitions and Interpretations](#)
- III [Legal Authority and Eligible Buying Agencies](#)
- IV [PEPPM Fees](#)
- V [Bidder Qualifications](#)
- VI [Product Specifications](#)
- VII [Ordering Procedures and Requirements](#)
- VIII [Pricing Specifications](#)
- IX [Bid Procedures and Directions](#)
- X [Bid Evaluation and Award Process](#)
- XI [Uniform Grant Guidance Requirements](#)
- XII [Post-Award Requirements](#)
- XIII [Other Terms and Conditions](#)

#### **I.4 Bid Scope**

This is a Request for Bids (RFB) for lines of branded technology products and services. Such branded lines of technology products and services are referred to herein, each as a “Product” and collectively, as “Products.” Products include, but are not limited to, computers, tablets, networking and telecommunications equipment, cloud services, printers, peripherals, cameras, software, televisions, storage products, student management systems, audio-visual equipment, furniture, copiers, multifunction copy/print devices, and other electronics, services, items, goods, equipment and supplies, whether tangible or intangible, for which bids are requested. The term “Products” or “Product” does not include ancillary services.

#### **I.5 Bidding Agency**

Kern County Superintendent of Schools (KCSOS)  
1300 17<sup>th</sup> Street  
Bakersfield, California 93301

#### **I.6 The Cooperative**

PEPPM has a proven record of serving school districts and other public agencies across all the United States with cooperative purchasing contracts competitively bid under the high standards expected for public-sector procurement. The PEPPM cooperative purchasing program helps schools and other public agencies drive down the cost of acquisition and derive the best value for their technology investments.

#### **I.7 Bid Due Date**

All bids must be received electronically by 3 p.m. PT, Tuesday, October 15, 2019 (the “Bid Due Date”).

The Agency may extend the Bid Due Date and time at any time in advance of the Bid Due Date by issuing an addendum to this Request for Bids.

#### **I.8 Bid Opening**

Bids will be opened and publicly read at 3 p.m. PT, Tuesday, October 15, 2019 (the “Bid Opening Date”), at 630 San Ramon Valley Boulevard, Suite 210, Danville, California 94526.

#### **I.9 Prebid Meetings**

No prebid meeting will be held for this RFB.

#### **I.10 Other Important Dates**

- Consideration of Exceptions Due Date                      September 16, 2019
- Response to Exceptions    September 23, 2019
- Tentative Award Date    November 22, 2019
- Contract Start Date    January 1, 2020

#### **I.11 Advertising and Legal Notice of the Request for Bids**

The Agency’s legal advertising requirements are met with legal notices in the Bakersfield *Californian*, a newspaper of general circulation in the county where the Agency is located.

## **I.12 Contract Term**

The initial term of the awarded Contracts shall begin on January 1, 2020, and continue until December 31, 2021, unless terminated, cancelled, or extended.

## **II Bid Document Definitions and Interpretations** [\[Return to Top\]](#)

### **II.1 Captions**

The captions appearing at the beginning of each Section or subsection of the Contract Documents are for reference and convenience only and shall be disregarded whenever an interpretation of the Contract Documents is required.

### **II.2 Capitalized Terms**

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract Documents shall have the respective meanings specified in these Terms and Conditions.

### **II.3 Use of Pronouns**

For the Contract Documents, one gender shall include any other gender, and the singular shall include the plural, and all rights granted and received shall be joint and several, as the case may be.

### **II.4 Provisions Required by Law**

Each provision of law and any clause required by law to be in the Contract or Purchase Order will be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract or Purchase Order will immediately be physically amended to make such insertion or correction.

### **II.5 Christian Doctrine**

Any clause required by rule or regulation not included in this Request for Bids, the Contract or Purchase Order will be read as if in this Request for Bids, the Contract, or Purchase Order whether or not physically included.

### **II.6 Non-Exclusive Contract**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Agency and Eligible Entities. Agency and Eligible Entities reserve the right to obtain equal or similar Products from another source.

### **II.7 Definition of "Agency"**

"Agency" shall mean the Kern County Superintendent of Schools (KCSOS).

### **II.8 Definition of "Agreement"**

"Agreement" shall mean the Awarded Vendor Agreement between Agency and the Awarded Vendor.

### **II.9 Definition of "Authorized Reseller"**

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, distributors, value-added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the contract for one or more specific PEPPM Product Line awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not

limited to, marketing activities, providing ancillary services, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor. By way of clarification, an entity that has been designated as an Awarded Vendor's Authorized Reseller shall not be considered an Authorized Reseller in situations where such entity is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

**II.10 Definition of "Awarded Vendor"**

"Awarded Vendor" is the Bidder declared by the Agency to be the lowest, responsive, responsible Bidder to whom the Agency's Board of Directors has awarded a Contract.

**II.11 Definition of "Bidder"**

"Bidder" is any firm, company, individual, business, partnership, joint venture, or other entity which has completed and submitted a response to this Request for Bids.

**II.12 Definition of "Clarification"**

"Clarification" means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bidder's bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

**II.13 Definitions of "Contract Documents", "Contract" and "Purchase Order"**

Contract Documents Between Agency and Awarded Vendor. As between the Agency and Awarded Vendor, the "Contract Documents" consist of this Request for Bids, its Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet(s), the Bidder's pricing spreadsheet, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the Agreement, all other attachments and exhibits to the Request for Bids, all addenda to the Request for Bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g. adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency and the Awarded Vendor during the Contract term and any authorized extensions. "Purchase Order" may also include a mutually agreeable Statement of Work executed between the Eligible Entity and an Awarded Vendor.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the "Contract Documents" shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the purchase order or PEPPM Mini- Bid Contract issued by the Eligible Entity (including any order-level terms that are specific to options selected by the Eligible Entity, but excluding any pre-printed terms and conditions on such purchase order that are in conflict with the Contract Documents), the Awarded Vendor's performance, payment and maintenance bonds (if applicable), lease financing documents (if applicable), maintenance service agreement (if applicable), the Prevailing Wage rate determination (if applicable), and any state-specific terms and conditions that are part of the Contract Documents, and all subsequent written amendments to the purchase order, and shall form the "Contract" between the LEA and Awarded Vendor, which Contract is referred to in these Terms and Conditions as the "Purchase Order."

Definition of “Effective Date” The term “Cooperative Procurement Code” shall have the meaning outlined in Section III.2 of these Terms and Conditions.

**II.14 Definition of “Effective Date”**

The “Effective Date” of a Purchase Order is the date on which the Awarded Vendor receives a Purchase Order that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity. For the avoidance of doubt, the Effective Date of a Purchase Order for purchases under the E-rate Program is the date on which the Awarded Vendor receives a PEPPM Mini-Bid Contract that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity.

**II.15 Definition of “Eligible Entity”**

“Eligible Entity” means an LEA or other Eligible Organizations that qualify to be buyers. Several Sections provide a detailed description of “Eligible Entities” [starting here](#).

**II.16 Definition of “eCommerce Consultant”**

The "eCommerce Consultant" is a private purchasing services company engaged by Agency to help facilitate the bid process and provide a multitude of procurement services, including bid development, consulting, eCommerce, marketing, order management, and accountingservices.

**II.17 Definition of “eCommerce Merchant Agreement”**

The term "eCommerce Merchant Agreement" is the document attached to the electronic bid form governing the eCommerce Consultant's services and software integral to the PEPPM program.

**II.18 Definition of “Epylon”**

“Epylon” shall mean Epylon Corporation, the eCommerce Consultant with an address of 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

**II.19 Definition of “LEA”**

The term “Local Educational Agency” or “[LEA](#)” is defined [elsewhere](#) in the Terms and Conditions.

**II.20 Definition of “Non-Responsive Bid”**

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not be considered for an award.

**II.21 Definition of “PEPPM”**

PEPPM (pronounced *PEP-um*) is a national cooperative purchasing program specializing in technology-related Products administered by the Central Susquehanna Intermediate Unit.

**II.22 Definition of “Product” or “Products”**

The terms “Product” and “Products,” are defined [elsewhere](#) in these Terms and Conditions.

**II.23 Definition of “Responsible Bidder”**

A responsible Bidder is a vendor that has submitted a responsive bid and one that possesses the capability and qualifications to perform the Contract requirements in all respects fully, plus the financial strength, integrity, and reliability to assure good-faith performance. Agency must determine a Bidder to be responsible before awarding a Contract to Bidder.



## II.24 Definition of “Responsive Bid”

A responsive bid is a bid which reasonably and substantially conforms to the mandatory or essential terms, conditions, and specified requirements for this solicitation. Bids must be responsive to receive award consideration.

### Definition of “Punchout”

The term “Punchout” is a website technology term for the functionality that allows one website to pass credentials to another site, enabling a user to access uniquely scoped or protected content and interactive functions.

### Definition of “Transaction Fee”

“Transaction Fee” is that fee paid by an Awarded Vendor on the net dollar amount of invoiced Products and ancillary services sold under an Agency Contract. “Transaction Fee” is more fully defined [elsewhere](#) in the Terms and Conditions.

## III Legal Authority and Eligible Buying Agencies [\[Return to Top\]](#)

### III.1 Agency Role in California

Agency is an elected county superintendent of schools, an office established by Article IX of the California Constitution. The current office holder is Mary C. Barlow, empowered with authority to award and enter into contracts.

### III.2 Authority for Bidding, Contracting, and Cooperative Use of Contracts

The PEPPM cooperative purchasing program was originally established in 1982. It is a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit, a political subdivision of Pennsylvania, which is cooperating with the Kern County Superintendent of Schools.

Exercising powers under Article IX of the California Constitution, the Kern County Superintendent of Schools solicits bids for LEAs under Constitutional authority and California statutes.

Agency also claims bidding authority for bidding and use of its cooperative purchasing Contracts under the California Public Contract Code, the Education Code, and the Government Code.

All public agencies are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to California Public Contract Code Sections 20118 and 20652. Using these statutes, the Kern County Superintendent of Schools hereby declares its intent and authorization to make all Contracts awarded under this RFB “piggybackable” by other LEAs.

The AGENCY waives any right to receive payment from other Eligible Entities agencies making purchases off the awarded Contracts and those agencies will make payment directly to the vendors. A partial, but not exclusive, list of eligible LEAs is listed as a PDF attachment to the Terms and Conditions Section and is titled “Partial List of Eligible Agencies.”

Any legislative changes to Public Contract Codes 20118 and 20652 during the term of the contract(s) with Award Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

The Kern County Superintendent of Schools also claims its authority to bid under the Education Code for the creation of a Standard School Supply and Equipment List.

KCSOS declares that items under Contract as a result of this Request for Bids will qualify as items to be included within its Standard School Supply and Equipment List. Because many county offices of education have banded together to create programs for the purpose of collectively creating a Standard School Supply & Equipment List and cooperative Contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating county offices of education and county superintendents of schools. Purchases by other county offices of education and school districts may be made, not only in accordance with Public Contracts Code 20118 and 20652, but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

Further Agency extends its agreement for other public agencies to use Contracts arising out of this RFB under the authority of Government Code 6502 by mutually exercising powers common to the parties, whether in California or outside the state.

Therefore, the Agency intends that the Contracts awarded under this Request for Bids be made available for use by LEAs and other Eligible Organizations in all 50 U.S. states, Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as may be amended from time to time.

### **III.3 Local Educational Agencies (LEAs)**

“Local Educational Agencies (LEAs)” means the following tax-exempt, nonprofit institutions and organizations (each an “LEA” and collectively “LEAs”):

- Public school districts
- Area vocational technical schools (AVTS units)
- Intermediate units and county offices of education
- BOCES
- State-approved private schools
- Public libraries
- Nonpublic schools
- State-approved charter schools
- Community colleges
- Other organizations defined as “local educational agencies” under applicable law.

At a minimum, an Awarded Vendor must agree to serve LEAs in California. At its option as designated on its State Selection Form, an Awarded Vendor may elect to serve LEAs in other states.

### **III.4 Other Eligible Organizations**

“Eligible Organizations” means the following institutions and organizations whether residing inside or outside of the state of California, *subject to the Awarded Vendor’s approval*:

- Tax-exempt, nonprofit colleges, and universities, other than community colleges which fall within the definition of LEAs
- Other tax-exempt, nonprofit educational institutions or organizations which do not fall within the definition of LEAs

- County governments, local municipalities, county/municipal/public authorities, and special districts
- State agencies
- Other political subdivisions
- Other tax-exempt, nonprofit public health institutions or organizations
- Other tax-exempt, nonprofit fire companies, rescue companies, or ambulance companies
- Other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies, services, or construction
- Other organizations, institutions or entities permitted under applicable law to avail themselves of Agency Contracts

### **III.5 Eligible Entities**

The LEAs and other Eligible Organizations are sometimes collectively referred to in this Request for Bids as, each an “Eligible Entity” and collectively the “Eligible Entities.” Unless approved by the Awarded Vendor, Eligible Entities do not include U.S. federal governmental entities.

### **III.6 Extending Contract Awards to Other States**

Although this Request for Bids is tailored for all LEAs in California, the Agency intends to allow for “piggybacking” on Agency Contracts by Eligible Entities residing inside or outside of the state of California that wish to participate.

In addition to California LEAs, the Agency will make its contracts available to other Eligible Entities residing inside or outside of the state of California if they meet the following conditions:

- The Agency Contract meets the Eligible Entity's bidding requirements and is judged to be a good value
- The Awarded Vendor is willing to extend its PEPPM bid prices and Contract terms to the Eligible Entity
- The order is processed according to PEPPM ordering procedures

### **III.7 Extending Contract Award to LEAs in States Other Than California**

Bidders must define their intention whether to sell to LEAs in states other than California, and whether to sell to other Eligible Organizations in California and other states by following PEPPM's [bid submission instructions](#). Awarded Vendors may amend their intentions from time to time during the term of their Contract by mutual agreement with the Agency.

### **III.8 Intergovernmental Agreement**

By purchasing Products under an Agency Contract or entering into a Purchase Order with an Awarded Vendor under an Agency Contract, the Eligible Entity attests, affirms, acknowledges and agrees that:

- It is an organization eligible to participate in the Contract under the Cooperative Procurement Code
- It is bound by all of the Terms and Conditions of the Contract applicable to the Eligible Entity including, without limitation, these Terms and Conditions, state-specific terms and conditions, and applicable law
- Under no circumstances shall any other Eligible Entity or the Agency be responsible for payments on account of said Eligible Entity's purchases, it being the intent that any such

purchases shall constitute the separate agreement of Eligible Entity with the particular Awarded Vendor

- Agency may disclose non-specific aggregate Eligible Entity information (such as the geographic spread of participants and number and types of participants) to third parties

The Agency and Eligible Entity intend that Eligible Entity's purchase of Products under a Contract or entry into a Purchase Order with an Awarded Vendor, hereby bound by these Terms and Conditions, constitutes the necessary intergovernmental agreement between the Eligible Entity and Agency to satisfy the Cooperative Procurement Code requirements and any requirements for an interlocal agreement under the applicable procurement code of the Eligible Entity's state. No additional agreement is required. If, however, the Eligible Entity requests that the Agency execute a separate interlocal agreement, Agency will do so, provided such interlocal agreement is in form and substance acceptable to Agency.

### **III.9 Compliance with Laws and Specific Terms and Conditions**

Awarded Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to it in its provision of any of the Products or ancillary services to be provided under the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and abide by them.

Eligible Entities in states outside of California may have further requirements or conditions listed with this bid that clarifies the ability of LEAs or other Eligible Entities to piggyback other state or cooperative procurement contracts like Agency's. State-specific terms and conditions may be listed in an addendum to this Request for Bids and pertain only to the individual states listed. The inclusion or absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the PEPPM cooperative purchasing program. Adherence to the state-specific terms and conditions listed only applies if a Bidder has agreed to extend its Agency Contract to LEAs (and other Eligible Entities, if applicable) in that specific state. Only Contracts held by Awarded Vendors willing to adhere to these additional state-specific terms and conditions will be listed as available in that state.

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency, or added to an LEA's or other Eligible Entity's Purchase Order via an amendment agreed upon by the Awarded Vendor and LEA. The Awarded Vendor's agreement to either of the foregoing amendments shall not be unreasonably withheld, conditioned or delayed.

### **III.10 eCommerce Merchant Agreement**

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form.

### **III.11 Agency's Interest in a Contract Resulting from This RFB**

Notwithstanding its own consumption, to the extent Agency issues this Request for Bids and any resulting Contracts for the use of Eligible Entities, Agency's interests and liability for said use of the Contracts by Eligible Entities shall be limited to the competitive bidding process performed relating to said Contract and shall not extend to the Products, ancillary services, or warranties of the Awarded Vendor or the intended or unintended effects of the Products and ancillary services procured from it.

In no event shall Agency be liable to any Awarded Vendor or Eligible Entity for any special, indirect, incidental, exemplary, reliance, consequential, or punitive damages, lost profits, or other business interruption damages whether based on breach of contract, tort (including negligence), product liability or otherwise. Any liability of Agency shall be limited to direct, actual damages only, and in no event shall the Agency be liable for damages in excess of the Transaction Fee it receives on the applicable transaction. Eligible Entities and Awarded Vendors acknowledge that the limitations set forth above are fundamental elements of the PEPPM program and resulting Agreements and the Agency would not provide the PEPPM program or enter into the Agreements absent such limitations.

### **III.12 New Laws; Change to Existing Laws**

If a new law, rule or regulation comes into effect; or there is a change in any existing law, rule or regulation; or there is a change in the interpretation of any applicable law, rule or regulation by any court of law or regulatory body; and such event makes performance by Agency or an Eligible Entity under the Contract or a Purchase Order illegal, impracticable or impossible, the Agency or such Eligible Entity may at its option suspend performance under, or terminate, the Contract or such Purchase Order without further obligation to the Awarded Vendor or Authorized Reseller other than to pay any amounts owed through the date of suspension or termination.

### **III.13 Applicability of E-Rate Provisions**

Provisions related to E-rate in these Terms and Conditions are not applicable to an Awarded Vendor if no E-rate Form 470 has been filed in conjunction with the publication of the RFB.

For this RFB, PEPPM 2019 Supplemental Product Line Bid – California, Electronic Bid Number 529561, no form 470 has been filed.

## **IV PEPPM Fees** [\[Return to Top\]](#)

### **IV.1 PEPPM Bid Evaluation Fee**

There are no bid evaluation fees for a bidder submitting a bid to KCSOS in California.

### **IV.2 PEPPM Bid Award Fee**

Successful bidders will NOT be charged any award or set-up fees in connection with an award in California.

### **IV.3 Payment of Bid Evaluation and Bid Award Fees**

No bid or award fees will be collected in connection with any bid submission or award by KCSOS in California.

### **IV.4 Transaction Fees**

Awarded Vendors shall be required to pay a Transaction Fee for all purchases by Eligible Entities made through the awarded Contracts. This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order.

The eCommerce Consultant will collect the Transaction Fee.

The Transaction Fee described here is the same as the agreed-upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon eCommerce Merchant Agreement. The

Agency Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions unless the Awarded Vendor notifies the eCommerce Consultant of its intent to pay the Transaction Fee on behalf of their Authorized Resellers. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers if the Authorized Reseller fails to remit the Transaction Fee. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

Transaction Fees publicly disclosed here will not be charged to or paid by the Eligible Entities themselves but are an Awarded Vendor's cost of doing business. Awarded Vendor or its Authorized Resellers shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote to Eligible Entities.

Failure to pay Transaction Fees on a timely basis will result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers.

The Transaction Fee amounts described in the table below shall be the percentage of "NetSales," which means gross sales of Products and ancillary services less returns and cancelled orders within 30 days, shipping, and other taxes (excluding taxes based on net income). Transaction Fees will be tiered and progressive according to this schedule:

<u>Net Sales Annually, Per Product Line</u>	<u>Transaction Fee Percentage</u>
Up to \$30 million .....	1.75%
More than \$30 million to \$50 million .....	1.50%
More than \$50 million to \$100 million.....	1.25%
More than \$100 million to \$150 million .....	1.00%
More than \$150 million to \$200 million .....	0.75%
More than \$200 million .....	0.50%

For example, an Awarded Vendor with \$45 million in sales of a Product Line would pay 1.75 percent on its first \$30 million on Net Sales, and then a separate 1.5 percent only on those Net Sales exceeding \$30 million in a calendar year. Thresholds reset annually on January 1.

Any vendor using this Contract for the purpose of obtaining a separate California Multiple Awards Schedule (CMAS) contract from the State of California is responsible for paying both the CMAS fee and the 1.75 percent Transaction Fee described in this section for all orders submitted through the CMAS program. Public records from CMAS will be used to identify and invoice any vendors using the CMAS program through PEPPM-related Contracts.

#### **IV.5 Fees in Non-Conforming Jurisdictions**

Notwithstanding Section IV.4, no Transaction Fee is authorized to be collected or charged to Awarded Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of products, services, licenses, and goods sold under this contract in such jurisdictions shall be the same as for LEAs in all other counties of California. However, any Eligible Entity using this contract where Section IV.4 fees are not permitted shall be required to pay directly an additional 1.75 percent fee for use of the contract, imposed by KCSOS on the authority of Public Contract Code 20118, which allows KCSOS to charge reasonable costs to the public corporation or Eligible Entity for furnishing the services incidental to the purchase of items under contract.

#### **IV.6 Cost of Bid Preparation**

The Agency will not reimburse Bidders for the cost of developing, presenting, or providing any response to this Request for Bids.

### **V Bidder Qualifications** [\[Return to Top\]](#)

#### **V.1 Declaration of Non-Collusion**

Assuring that prices are arrived at independently and without collusion is so crucial that this RFB requires the Bidder to affirmatively and truthfully answer "Yes" to the non-collusions questions in the Question Section. Otherwise, the bid may not be submitted to Agency.

By submitting this bid, the person named on the electronic bid form declares that he or she has authority to offer the prices bid and acknowledges and agrees that:

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of a complementary bid
- The bid of Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid
- Neither Bidder nor its affiliates, subsidiaries, officers, directors, or employees are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as set forth in a separate attachment to your bid; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted. Any misstatement is and shall be treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract

## **V.2 Suspension or Debarment**

By submitting a bid, the Bidder certifies for itself and all its Authorized Resellers that, within the past five years, they have not been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

At any time after Bidder's submission and during the term of any Contracts or Purchase Orders, Agency and Eligible Entities may inquire whether any Bidder, Awarded Vendor or Authorized Reseller has been suspended or debarred or is otherwise lawfully precluded from participating in any public-sector procurement activity.

## **V.3 Overdue Tax Liabilities and Other Delinquent Obligations**

The Bidder certifies by submission of its bid that it does not know of any overdue tax liabilities of Bidder or its intended Authorized Resellers or other delinquent obligations owed to Agency, including, but not limited to, unpaid Transaction Fees or other fees from previous contracts.

## **V.4 Notice of Any Changes**

An Awarded Vendor must inform the Agency if it changes its address or become delinquent in taxes. Also, the Awarded Vendor must tell the Agency if another government agency suspends one of its contracts or if another government agency debars it. All notices must be in writing and received by the Agency within 15 days of the change, delinquency, suspension, or debarment.

## **V.5 Americans With Disabilities Act**

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Awarded Vendor agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities relevant to the Contract or Purchase Order.

## **V.6 Covenant Against Contingent Fees**

The Awarded Vendor warrants that, no person or selling agency has been employed or retained to solicit or secure the Contract or Purchase Order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide Authorized Resellers maintained by the Awarded Vendor for the purpose of securing business. For breach or violation of this warranty, the Agency or Eligible Entity, as applicable, shall have the right to terminate the Contract or Purchase Order, as applicable, without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **V.7 Sole Source of Responsibility**

Agency desires a "Sole Source of Responsibility" vendor, meaning the Awarded Vendor will take sole responsibility for the sale and delivery of the broadest scope of products across the largest possible geographic area, and to the largest possible cross-section of Eligible Entities.

Having status as the "Sole Source of Responsibility," an Awarded Vendor may establish relationships with Authorized Resellers to execute its contractual duties. The Awarded Vendor assumes all responsibility for the Products and ancillary services provided by its Authorized



Reseller, the actions of its Authorized Reseller, and Transaction Fees of any Authorized Reseller. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

## **V.8 Authorization for Resellers**

Vendors who are awarded a contract for a specific Product Line may establish Authorized Resellers to offer and sell Products to Eligible Entities. Awarded Vendors must ensure that their Authorized Resellers sell a contracted Product and any ancillary services at or below bid pricing. They must also ensure that their resellers obey all terms and conditions of the Contract and corresponding Purchase Order and pay all Transaction Fees unless the Awarded Vendor has agreed to pay the Transaction Fees on the Authorized Reseller's behalf.

If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the Transaction Fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after bid award subject to prior approval of the Agency.

Agency reserves the right to reject an Awarded Vendor's proposed Authorized Reseller based on such Authorized Reseller's unsatisfactory performance or behavior under past PEPPM or Agency contracts, including, without limitation, unsatisfactory performance or behavior of an Authorized Reseller in connection with a PEPPM Mini-Bid process under past PEPPM or Agency contracts. Agency further reserves the right to require an Awarded Vendor to remove an Authorized Reseller from the Contract in its entirety, or from participating in the PEPPM Mini-Bid process, due to such Authorized Reseller's unsatisfactory performance or behavior under the Contract, including, without limitation, unsatisfactory performance or behavior of an Authorized Reseller in connection with a PEPPM Mini-Bid process.

## **V.9 Bidder Profiling**

By answering the questions in the Question Section, Bidders must give satisfactory evidence that they:

- Maintain permanent places of business
- Have a legal source of supply to furnish the Products offered
- Will provide customer sales support and service to all LEAs and applicable Eligible Organizations
- Have current relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active sales network
- Will serve all selected LEAs and applicable Eligible Organizations

## **V.10 Historically Under-Utilized Businesses (HUBs)**

To identify businesses owned by minorities, women or disabled veterans, the Agency requests any minority-owned, women-owned, or disabled-veteran-owned business to identify their status as such so that it can be made known to interested Eligible Entities. A HUB may identify itself in its answer to a HUB question in the Question Section.

## **V.11 Insurance**

The Awarded Vendor is required to purchase and maintain insurance for the protection of claims

for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Awarded Vendor's employees for claims of damages due to injury or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity a minimum of \$1,000,000 per occurrence commercial general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor is required to purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.

If requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with a provision that notice of cancellation shall be provided in accordance with policy provisions. All required insurance must be written on an occurrence basis and maintained with a carrier authorized to conduct business in the state of California or the state in which the Eligible Entity resides, having a minimum "excellent" rating of A.M. Best A-. The Agency and Eligible Entity shall be included as additional insureds as respects insurable liabilities assumed by Awarded Vendor under this Agreement on the Commercial General Liability policy of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the California worker's compensation laws and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

## **V.12 Definitions Related to Vendor Integrity**

For purposes of the Sections numbered Sections V.12 through V.23 only, the following definitions shall apply:

- "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency or Eligible Entity
- "Consent" means written permission signed by a duly authorized officer or employee of the Agency or Eligible Entity, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency or Eligible Entity shall be deemed to have consented by virtue of execution of the Contract or Purchase Order, as applicable
- "Vendor" means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity, including directors, officers, partners, managers, key employees and owners of more than a five percent interest
- "Financial interest" means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management
- "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of

money, services, employment, or contracts of any kind

**V.13 Highest Standards of Integrity**

The vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

**V.14 Confidential Information**

The vendor shall not disclose to others any confidential information gained by virtue of the Contract or Purchase Order.

**V.15 Pecuniary Benefit**

The vendor shall not, in connection with the Contract or any other agreement with the Agency or the Purchase Order or any other agreement with any Eligible Entity directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency or any Eligible Entity.

**V.16 Giving Gratuities**

The vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the Agency or Eligible Entity, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency or Eligible Entity.

**V.17 Accepting Gratuities**

Except with the consent of the Agency or Eligible Entity, neither the vendor nor anyone in privity with the vendor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract or a Purchase Order except as provided therein.

**V.18 Supplemental Financial Interests**

Except with the consent of the Agency or Eligible Entity, the vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material on a project under a Contract or Purchase Order.

**V.19 Notification of Violations**

The vendor, upon being informed that any violation of these provisions (i.e. Sections V.12 through V.23) has occurred or may occur, shall immediately notify the Agency or Eligible Entity in writing.

**V.20 Certification of Non-Violation**

The vendor, by execution of the Agreement and Purchase Order and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that it has not violated any of these provisions (i.e. Sections V.12 through V.23).

**V.21 Cooperation with Authorities**

The vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form relevant to the vendor's integrity or responsibility, as those terms are defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records,

documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract or Purchase Order. Such information shall be retained by the vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and Service Providers to maintain all E-rate related documents including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year.

## **V.22 Rights and Remedies in the Event of Violation**

For violation of any of the above provisions (i.e. Sections V.12 through V.23), the Agency or Eligible Entity may terminate the Contract, Purchase Order and any other agreement with the vendor, claim damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the vendor from doing business with the Agency or Eligible Entity; provided that prior to any termination action under this Section, vendor shall be provided with written notice of the violation and 30 days to cure the violation. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

## **V.23 Right of Vendor Employee Rejection**

LEAs that are school districts, nonpublic schools, charter schools, or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the Eligible Entity or Agency, the Awarded Vendor shall have such persons who are performing services pursuant to the Purchase Order removed from the site immediately. The Eligible Entity's right to declare such person unfit shall not be limited to the required exclusion of such persons from the provisions of federal and state laws legislated as child protective services.

## **V.24 Separation of Employer Responsibilities**

It is understood that the Awarded Vendor, in performing services and providing Products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner, nor employee of Agency or Eligible Entity. The Awarded Vendor has control over the services and Products it delivers under the Contract and any Purchase Order and shall be solely responsible for its own federal, state and local income taxes, salary, social security payments, and any and all other payments incurred by the Awarded Vendor in the performance of the Contract and any Purchase Order, as well as adhere to all necessary legal requirements governing employment. None of the benefits provided by Agency or Eligible Entities to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance, are available from them to the Awarded Vendor and/or any and all of the Awarded Vendor's agents, servants, and employees. The Awarded Vendor has no authority under the Contract or any Purchase Order to assume or create any such obligation or responsibility, expressed or implied, on the behalf or in the name of Agency or Eligible Entities, or to bind Agency or Eligible Entities in any way whatsoever.

## **V.25 Nondiscrimination and Sexual Harassment**

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, designated partner or any person acting on behalf of the Awarded Vendor or designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the state within which the award is made who is qualified and available to perform the work to which the employment relates.
- Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier who is qualified to perform the work to which the Contract relates.
- If the Agency or Eligible Entity have reason to suspect that the Awarded Vendor failed to comply with the Nondiscrimination/Sexual Harassment Clause, the Agency or Eligible Entity may request, and the Awarded Vendor shall promptly provide, applicable information to prove compliance. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Agency, Eligible Entity or appropriate departments of state government.
- The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- The Agency or Eligible Entity may cancel or terminate the Contract or Purchase Order, as applicable, and all money due or to become due under the Purchase Order may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Agency may proceed with debarment or suspension of that Awarded Vendor from the PEPPM program.

## **V.26 References and Past Performance**

A Bidder must be responsible and capable of executing all duties to be covered under the Contract.

To evaluate a Bidder's qualifications to perform under the contract, Agency will require the submission of three signed reference forms. Also, the Agency will consider performance of Bidder on previously awarded PEPPM or Agency contracts and Bidder's past conformance to bid terms and conditions, including submission of pricing updates, submission of Ordering Instructions, customer service and payment of fees.

## **VI Product Specifications** [\[Return to Top\]](#)

### **VI.1 Product Lines Sought**

This RFB seeks formula pricing for technology and technology-related Products provided by reliable national manufacturers and service providers in specific brand-name categories. Each brand of Product Line named—and its corresponding description—are the specifications for the desired Products manufactured or offered under that named brand.

Each requested Product Line category is listed on a table within the electronic bid form. For convenience, the specified Product Lines are also listed within a bid announcement on the website at [www.PEPPM.org/bids](http://www.PEPPM.org/bids).

By law, equivalent product lines may be offered and will be duly considered, and no penalty shall result in evaluation of bids. If receiving a bid for an equivalent to the specification, AGENCY reserves the right to request detailed specifications and samples, provided at Bidder's expense within three business days of request. Samples maybe used, tested, opened or destroyed in the process of establishing equivalency.

### **VI.2 New Product Provisions**

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller must be new and may not be refurbished.

Any serialized Products and licenses must feature new and unique serial numbers, unaltered from the manufacturing source.

Agency accepts that some manufacturers may use some recycled, incidental components meeting like-new standards.

Awarded Vendors must ensure that all Products sold contain the components parts and features meeting commercial standards for their awarded Product Lines. All components inside a Product must be manufacturer approved, unless otherwise noted, and subject to the full manufacturer's warranty.

Also, an Awarded Vendor must make sure that any Products offered or sold in response to this RFB are the same models indicated by their external label and source of manufacture.

### **VI.3 Necessary Supplies**

Bidders are encouraged to include bid pricing for all related or necessary supplies that are required to use the Products within a Product Line category. A Bidder may use variable discounts or markups to address pricing variances among supplies, equipment, and services.

### **VI.4 Sale of Demonstration Products**

Products that have never been sold or leased, but have been used for demonstration purposes may be sold under the Contract under two conditions:

- The price of the Product is further discounted below the Contract bid price
- The Eligible Entity has full knowledge of length of time the Product was in service

## **VI.5 Installation and Service**

Any Products needing to be installed or any ancillary services rendered shall be provided in accordance with the manufacturer's instructions and in accordance with the schedule mutually agreed upon between Awarded Vendor and the Agency or Eligible Entity.

## **VI.6 New Technology and Product Additions**

An Awarded Vendor may request to add newly invented Products, newly marketed Products, and other new Products for sale under its contracted Product Line category under the following conditions:

- The new Products fit within the Product Line's brand specifications
- A clear pricing formula was originally bid and is applicable to the new Products
- Substitute or replacement Products are equal to or superior than the original offerings
- No request is made to subvert competitive procurement procedures

The Agency may reject any requests for additions or replacement in its sole discretion—with or without cause.

## **VI.7 Replacement Parts**

Through their supply sources, Awarded Vendors must be able to provide or sell replacement, component parts for Products during any warranty period and two years thereafter. Replacement parts may be the same or a functional equivalent. They may be provided by the manufacturer, a manufacturer's designated representative, or a maintenance service provider designated by an Eligible Entity, so long as such maintenance service provider is authorized by the Awarded Vendor.

An Awarded Vendor and Eligible Entity may enter into a maintenance service agreement with respect to the provision of repair parts.

## **VI.8 Proof of Supply**

A Bidder must offer proof that they have access to a legal and legitimate supply of goods for every category of Product Lines they are bidding. Awarded Vendors must not change this supply chain without notice and approval of the Agency.

Agency accepts that a manufacturer who is bidding has access to its own Products. Manufacturers may answer that it is its own supply source on the appropriate question on the electronic bid form.

All other Bidders—such as resellers, distributors, dealers, aggregators, and wholesalers—must submit a letter of authorization from a manufacturer. A separate letter is required for each Product Line being bid. A model letter for this purpose is included as an attachment on the electronic bid form. The components of the model letter include the following components and attributes:

- Dated within the bidding period
- Addressed specifically to PEPPM or the Agency
- Written on manufacturer's letterhead
- States that Bidder is authorized to sell the manufacturer's Products
- Describes the relationship between the manufacturer and the Bidder
- Indicates which states the Bidder is authorized to sell in
- Is signed by a management employee who notes that they have the authority to sign the letter on behalf of the manufacturer

- The signatory identifies the contact information of a supervisor in case the letter needs to be verified

## **VI.9 Alternative Evidence of Supply**

In the event a manufacturer refuses to provide a proof-of-supply letter to a Bidder, that Bidder may attach alternative evidence of access to a legal supply of goods in their bidding categories. A generic letter from a wholesale distributor is not sufficient evidence. Acceptable alternative evidence can be a letter from a wholesale distributor that has the same information for each specific Product Line that would have come from manufacturers if available.

The Agency reserves the right to withdraw an award if a third party shows contractual or legal proof that an Awarded Vendor is prohibited from selling to Eligible Entities.

## **VI.10 Liens**

All Products offered and sold shall be free of all liens.

## **VI.11 Licenses**

Awarded Vendor (and its Authorized Resellers) shall maintain all federal, state and local licenses, certifications, bonds, and permits applicable and required for operations in California and in all other states in which Awarded Vendor chooses to do business under the Contract.

## **VI.12 Standard Warranty**

The Awarded Vendor shall pass through to the Eligible Entity the manufacturer's warranty for each Product sold.

The Awarded Vendor warrants that, to its knowledge, all Products furnished under the authority of the Contract shall at the time of delivery be free and clear of any defects in material and workmanship and shall conform to the published specifications of the manufacturer of the Products.

Awarded Vendors selling laptops, personal computers, desktops, and servers must provide a standard manufacturer's warranty of at least one year. If the standard manufacturer's warranty is longer than one year, the longer warranty period will apply.

For each Product Line being bid, a Bidder must attach a manufacturer's warranty statement on the bid form or provide links to the applicable warranty, so that Eligible Entities will understand their warranty rights for the Products offered. The statement must also clarify any discrete responsibilities of the Awarded Vendor versus the manufacturer.

Awarded Vendors selling computers must maintain certifications that the manufacturers have concerning compatibility and compliance with up-to-date operating system, as well as federal safety and communications guidelines.

## **VI.13 Onsite Warranty Service**

Bidders bidding on personal computers and servers must have the capability, either directly or through the manufacturer or a manufacturer's representative, to perform onsite warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the Contract). Awarded Vendors must perform warranty services at the Eligible Entity's site of the equipment in need of such service when requested by the Eligible Entity. Eligible Entities are responsible for payment of onsite warranty services which do not fall within the scope of the



manufacturer's standard warranty. Manufacturer's "depot service only" products or "customer replaceable parts" are excluded from this requirement.

#### **VI.14 Direct Relationships with Providers for Services Other Than Onsite Warranty Services**

For Bidders bidding personal computers, offsite warranty service locations may be a branch or satellite office of the Bidder or manufacturer service and support facilities, or facilities of some other third-party whose relationship the Bidder will maintain to provide the services required within the scope of Contract. The Contract may be terminated for default if, at any point during the term of the Contract, the Awarded Vendor fails to maintain these relationships. These relationships may, but are not required to, infer ownership and/or franchise relationships. They only require that an ongoing affirmative business relationship exists. Agency reserves the right to inquire into the extent of these business relationships maintained, and listed herein, by the Bidder up to the extent that confidentiality is not compromised. The Awarded Vendor is ultimately responsible for the satisfactory and timely completion of all service requirements and activities and is under a duty to monitor all service performances of the service providers.

#### **VI.15 Ancillary Services Related to Products**

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment and maintenance of the Products they sell.

The provision of ancillary services is not a requirement for a bid to be responsive, except where a Bidder is required to provide such services at no additional cost under a contractual arrangement with its supplier or manufacturer.

However, the Agency will evaluate bids for the presence either a) an ancillary service spreadsheet form alongside each Product Line being bid or b) a statement the Bidder is not offering ancillary services. If awarded, any ancillary services offered will be part of the Contract and presumed bid-protected as allowed by law.

Such ancillary services may include, but are not limited to analysis and design, asset tagging, consulting, equipment configuration, heat mapping, cloud-based configuration, engineering, hard drive removal and retention, help desk support, image loading, installation, maintenance, training, and travel.

If offering ancillary services, a Bidder must submit a PEPPM Ancillary Services Form, quoting a discounted bid price compared to the vendor's standard rate card fees. Agency will use this form to evaluate and determine the bid price of any ancillary services offered. Stating prices "will be negotiated" is not acceptable; such offers will not be considered for inclusion in an award.

Bidders must submit a separate spreadsheet form for each respective Product Line being bid with an offer of ancillary services.

Bidders are advised to not lower per-unit Product purchase prices and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices in the process of evaluating bids.

For Awarded Vendors that offer ancillary services provided indirectly through an Authorized Reseller or designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid.

Pricing that is based on “per-hour” rates or similar units does not determine final cost to the Eligible Entity—just the rate. If an Awarded Vendor has chosen to offer ancillary services in conjunction with the bid-awarded Contract Products it provides to the Eligible Entity, the Awarded Vendor and the Eligible Entity shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM discounted price.

In several jurisdictions Eligible Entities are required to pay Prevailing Wage for certain ancillary services. Bidders may include two sets, or side by side schedules, of ancillary service pricing with their bids—one for projects which are not subject to the payment of prevailing wages, and one for projects which are subject to the payment of prevailing wages.

#### **VI.16 E-rate Program Compliance**

Awarded Vendors for Product Lines eligible for discounts under the federal E-rate Program will comply with all requirements of the Universal Service Program of the Telecommunications Act of 1996, commonly referred to as the E-rate Program, as the same may be amended from time to time. These requirements include, but are not limited to, submitting the annual FCC Form 473 to USAC, providing E-rate SPIN numbers for the Awarded Vendor and all Authorized Resellers to Agency for publication, adhering to the E-rate 10-year document retention requirement, and offering the “Lowest Corresponding Price” as defined in applicable federal rules and regulations.

#### **VI.17 Returned Goods Policy**

Bidders must have a policy regarding how they handle the return of goods from Eligible Entities. A document describing the policy must be attached alongside the name of each Product Line being bid.

#### **VI.18 Equivalent Product Lines**

California law requires that when specific manufacturers are identified in a procurement, Bidders must be able to submit bids for equivalent products and services. Any bidder offering an equivalent substitute as part of its bid must give notice of the substitution in the “Additional Response Information” on the electronic bid form.

#### **VI.19 Hazardous Materials**

Awarded Vendors and their Authorized Resellers are required to comply with any state statutes regulating hazardous materials, chemicals, labeling and availability of material safety data sheets in the states they are selling in.

#### **VI.20 Export Restrictions and Statement of Assurance**

Agency Contracts involve products, software, and technical data that are governed by the provisions of the U.S. Export Administration Regulations (“EAR”) and all other applicable U.S. export control laws and regulations.

Awarded Vendor and Eligible Entity shall comply with all U.S. export laws and all other applicable U.S. export control laws and regulations, as amended from time to time, including, but not limited to, §736 (General Prohibitions), §742 (Control Policy), §744 (End-user and End-use Based), §746 (Embargoes and Other Special Controls), and §774 (Commerce Control List) of the EAR, as they pertain to export or re-export. Eligible Entity certifies that, unless authorized by U.S. laws and regulations (either by specific regulation or written authorization from the U.S. Government), it shall not export or re-export any of the products, software, technical data purchased under an Agency

Contract from the Awarded Vendor, or the direct product thereof in violation of applicable U.S. export control laws and regulations.

Eligible Entity acknowledges that:

- It is unlawful to export or re-export (without written U.S. Government authorization) Awarded Vendor's products, technology or software if they know that they will be used:
  - In the design, development, production, or use of missiles in or by a country listed in Country Group D:4
  - In the design, development, production, stockpiling, or use of chemical or biological weapons in or by a country listed in Country Group D:3
  - In the design, development, production, stockpiling, or use of nuclear weapons in or by a country listed in Country Group D:2 (Supplement No. 1 to EAR §740); and
- Export or re-export of Awarded Vendor's technology, software, source codes, or direct products thereof to a country or national thereof listed in Country Group D:1 or E:2 may be prohibited, unless authorized by U.S. regulations (§740 of the EAR) or written authorization from the U.S. Government.

The provisions of this Section shall survive the term and termination of the Contract and Purchase Order.

#### **VI.21 Products Not Intended for Critical Application**

The Products sold under Agency Contracts are not designed for any "Critical Applications." "Critical Applications" means life support systems, medical applications, human implantation, commercial aviation, nuclear facilities, or systems or any other applications where Product failure could lead to injury to persons or loss of life or catastrophic property damage.

Awarded Vendors disclaim any and all liability arising out of the use of the Products in any Critical Applications. If Eligible Entity uses the Products in a Critical Application, such Eligible Entity, and not Awarded Vendor, assumes full responsibility for such use.

## **VII Ordering Procedures and Requirements** [\[Return to Top\]](#)

### **VII.1 An Overview of the Ordering Process**

To put the following Contract provisions into context, Agency provides this simplified overview of the PEPPM ordering process:

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology
- Eligible Entities shop on PEPPM or Eylon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing

- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at Contract pricing or below
- Eligible Entities pay Awarded Vendors directly

## **VII.2 Display of Contract Pricing**

Awarded Vendors must provide Contract pricing, along with descriptions, keywords and other relevant data on an approved PEPPM template. The information will be loaded into PEPPM's electronic catalog on PEPPM.org, Epsilon.com, and affiliated websites. In displaying contracted line items, PEPPM will:

- Make actual prices blind to non-registered users
- Display relevant pricing to users with relevant buyer profiles
- Make line items searchable by keyword, by Product Line, or by category

## **VII.3 Punchout and Direct Receipt of Orders**

An Awarded Vendor may ask Agency for its Contract pricing to be displayed by standard Punchout technology and/or to receive orders directly. Before approval, Awarded Vendors must agree in writing to comply with all PEPPM protocols, including accurate sales reporting. Approvals are at Agency's sole discretion.

## **VII.4 Instruments for Orders**

The standard method for ordering is for Eligible Entities to issue a Purchase Order to the Awarded Vendor or Authorized Reseller. Eligible Entities shall precisely address their Purchase Orders to the proper vendors, following posted Ordering Instructions. Some Eligible Entities may choose to use alternative purchase instruments, such as formal contracts or procurement cards, as may be allowed by these Terms and Conditions.

## **VII.5 Submission of Purchase Orders**

Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may send the Purchase Order and all its attachments by fax to (800) 636-3779 or it may scan all relevant documents and transmit the Purchase Order by email to [Orders@PEPPM.org](mailto:Orders@PEPPM.org).

Posted ordering instructions will inform Eligible Entities of any alternative order process in cases where Awarded Vendors have been given written permission from Agency to receive orders directly.

## **VII.6 Electronic Transmissions**

Except in cases where companies are authorized to receive orders directly, all Purchase Orders shall be transmitted electronically to vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Vendors, upon receipt of a Purchase Order in their eCommerce inbox, shall promptly and properly transmit an acknowledgment and order status by using tools provided on the site.

To the maximum extent permitted by law, the parties agree to accept an electronic Purchase Order submission and acceptance, executed by an authorized user of the eCommerce system, as representing any necessary “[electronic signature](#)” required by law.

#### **VII.7 Authority of the Purchase Order**

Receipt of a Purchase Order constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Products, according to these Terms and Conditions and directions listed on the Purchase Order.

#### **VII.8 Awarded Vendor Is an Independent Contractor**

In performing its obligations under a Purchase Order, the Awarded Vendor will act as an independent contractor and not as an employee or agent of the Agency or any Eligible Entity.

#### **VII.9 Term of the Purchase Order**

The term of the Purchase Order shall start on the date that the Awarded Vendor receives a Purchase Order that has been executed by the Eligible Entity. This is the “Effective Date.”

Subject to any other provisions stipulated in the document, the Purchase Order shall end on the later of:

- Complete delivery and acceptance of the awarded Products
- The expiration of any specified warranty and maintenance period
- Payment by the Eligible Entity for the Product(s) received
- The expiration date identified on the Purchase Order

The Awarded Vendor shall not start the performance under the Purchase Order prior to the Effective Date and the Eligible Entity shall not be liable to pay the Awarded Vendor for any service or work performed or expenses incurred before the Effective Date. No Eligible Entity employee has the authority to orally direct the shipment of any Product(s) or the commencement of any work under the Purchase Order prior to the Effective Date.

#### **VII.10 Orders Near a Contract Expiration Date**

The fulfillment of a Purchase Order may extend beyond the Agency Contract’s expiration date as long as the Eligible Entity issues a Purchase Order before the Contract’s expiration.

The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract.

As such, all Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped in accordance with the delivery time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify Eligible Entity, which has the option to accept or reject the extended delivery time.

#### **VII.11 Invoice Requirements**

Unless otherwise agreed between Eligible Entity and Awarded Vendor:

- The Awarded Vendor shall send (which may include via email) an itemized invoice to the “Bill To” address on the Purchase Order promptly after the Product(s) are delivered. For hardware “delivery” shall be the date the hardware arrives on Eligible Entity’s premises.

For software, “delivery” shall be the date the software features are enabled and ready for Eligible Entity to use.

- In the case where Products are being installed or implemented by the Awarded Vendor, the installation or implementation services invoice shall be presented after the Products are installed, have successfully completed diagnostic routines, and are available for Eligible Entity’s use. The foregoing does not preclude the Eligible Entity and the Awarded Vendor from agreeing to a different invoicing schedule depending on the scope and length of such installation or implementation services (for example, implementing a project in phases, with each phase having distinct milestones and payment obligations).
- Time and material services will be invoiced monthly in arrears.
- Maintenance, management type services and cloud services will be invoiced monthly in advance unless otherwise agreed.

Invoices should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices, and the amounts invoiced must be at or below the bid Contract prices.

#### **VII.12 Payments**

Eligible Entities will directly pay Awarded Vendors upon receipt of invoice and confirmation that Products have been delivered.

All invoices are to be sent directly to the Eligible Entity, which will normally pay invoices within 30 days of receipt or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

Payment shall not be deemed as acceptance of the Products furnished by the Awarded Vendor. Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity’s use.

The Awarded Vendor agrees that the Eligible Entity may deduct the amount of any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the Eligible Entity from any payments due the Awarded Vendor under any Purchase Order with the Eligible Entity, subject to the Eligible Entity promptly providing any tax exemption certificate or other documentation to support the deduction.

At the discretion of the Awarded Vendor, the Eligible Entity may use a valid purchasing card to pay for the Products at the time of purchase. Any and all fees related to this type of payment are the responsibility of the Awarded Vendor. In no case will the Awarded Vendor increase Contract or invoiced prices to offset purchasing card fees incurred by the Awarded Vendor.

#### **VII.13 Tax Exemptions**

No charge will be allowed for federal, state, or local taxes from which the Eligible Entity is exempt. Prices shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the Awarded Eligible Entity. LEAs are exempt from

all sales and excise taxes imposed by the Internal Revenue Service and have accordingly registered with or been recognized by the Internal Revenue Service to make tax exempt purchases.

#### **VII.14 Delivery**

All Products ordered shall be delivered F.O.B. Destination, with the Awarded Vendor selecting the shipping company. All Products should be delivered within the time period specified on the Purchase Order.

In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date.

Delivery must be made to the place designated on each respective Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any Eligible Entity. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, Purchase Order number, and delivered without damage or breakage to such units as are specified.

Any system configurations ordered shall be delivered as a complete system, unless otherwise agreed by the ordering Entity. When required by the ordering Entity, it will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit at the same time.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five business days of receiving the Purchase Order from the Eligible Entity.

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor becoming aware that the order involves a non-standard delivery.

The Eligible Entity has five business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. In no event shall Eligible Entity be responsible for non-standard rigging charges which are not made known to the Eligible Entity prior to delivery of the equipment and Awarded Vendor shall bear the cost of same.

#### **VII.15 Inspection and Rejection**

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed 30 calendar days from date of delivery. Products that have not been rejected during such 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within 15 days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than 15 days or such mutually agreed upon time period will

be regarded as abandoned, and the Eligible Entity shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the Eligible Entity's costs and expenses in regard to the storage and sale of the Products. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products with others conforming to the specifications and which are not defective. If the Awarded Vendor fails, neglects or refuses to do so, the Eligible Entity shall then have the right to procure a corresponding quantity of such equivalent Products, and deduct from any monies due or that may thereafter become due to the Awarded Vendor, the difference between the price stated in the Purchase Order and the actual price the Eligible Entity paid to the alternative vendor.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by a maintenance service agreement, the Awarded Vendor shall either keep the Products in good working order or Awarded Vendor will replace the Products with a like-new or refurbished equivalent or better model conforming to the specifications and which is not defective.

#### **VII.16 Shipping Errors**

Awarded Vendor agrees that its shipping errors will be covered at its own expense. Eligible Entities are financially responsible for shipping errors originating from its Purchase Orders or written instructions. No oral shipping instructions should be accepted by either party.

#### **VII.17 Title and Risk of Loss**

Title to ordered merchandise that is leased shall remain with Awarded Vendors or lessor. Title to ordered merchandise that is purchased transfers to an Eligible Entity at the time of shipment. Notwithstanding such transfer of title, Awarded Vendors agree to bear the risk of loss, injury, or destruction of the Products ordered prior to receipt of the Products by the Eligible Entity. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

### **VIII Pricing Specifications** [\[Return to Top\]](#)

#### **VIII.1 Pricing Methodology**

This RFB requires responsive bid pricing to be offered by way of pricing formulas. These formulas form the foundation of a bid. The pricing formulas must be calculated against a price basis to show final effective prices. The final effective prices, correctly calculated, will form the data for evaluation and comparison to competing bids.

#### **VIII.2 Pricing Formulas**

A Bidder may opt to use one of two discount formulas:

- Percent discounts off of a published and identifiable price list or a commercially available catalog
- Markup percentages over the documentable wholesale cost of Products (this option is not available to Bidders who are manufacturers)



### VIII.3 Identification of the Price Basis

The price basis is the foundation for discount formulas. Bidders must identify their price basis on the Quote Sheet Tab of the official PEPPM Pricing Template.

If bidding by the discount-from-list method, the Bidder must describe the published list or commercially available catalog—along with its last published date—from which discounts will be calculated. Some examples of an acceptable price basis include Manufacturer’s Suggested Retail Price (MSRP), retail web catalogs, paper catalogs, and manufacturer’s national education pricing.

Likewise, if bidding by the markup-over cost method, a non-manufacturer Bidder must describe the type documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

### VIII.4 Variable Percentage Formulas

Bidders may offer varying formula percentages within a single Product Line category. However, the Bidder must correlate a specific formula percentage alongside a well-described category of Products within the Product Line category.

As a theoretical example, a single Bidder may bid 10 percent off list for inkjet printers, 15 percent off list for laser printers, 30 percent off list for ink and toner cartridges, and 22 percent off list for extended maintenance agreements.

The Quote Sheet Tab of the PEPPM Pricing Template has space for 30 different subcategories of percentage formulas. If that space is insufficient, a Bidder may add an additional spreadsheet to the bid form or combine descriptions on one line where percentages are equal.

### VIII.5 Effective Bid Pricing for Evaluation

Bidders must apply their pricing formula to actual Products within a respective Product Line category, creating final effective bid prices that evaluators will use to determine the lowest bid.

For Products within a Product Line category, a Bidder must either enter or cut and paste information for each Product into an approved PEPPM template to include:

- True Manufacturer Stock Keeping Unit (SKU)
- Manufacturer Name
- Product Name
- Product Description
- Unit of Measure
- Basis Price for the Product
- Percentage discount or markup over cost

The spreadsheet will automatically calculate the final effective bid price from cells containing the price basis and the percentage formula.

Therefore, if bidding by discount off list, a Bidder would enter a negative percentage (e.g., -.10.5%) because the formula is subtracting from a list price.

Alternatively, if bidding markup over cost, a Bidder would enter a positive percentage figure (e.g., 10.5%) because the formula is adding to a cost basis.

If the Bidder's discount or markup is zero, the value "0.0%" would be entered in the appropriate discount or markup column.

### **VIII.6 PEPPM Pricing Template**

The official PEPPM Pricing Template is the Microsoft Excel workbook that Bidders must use to submit their pricing formulas and calculate effective bid pricing. The template contains two working spreadsheets, the Quote Sheet Tab and the Bid Response Tab.

The template can be downloaded from the electronic bid form. It is located under the instructions in the Section titled "Requested Product Lines." Bidders may download this form as many times as necessary, using one workbook for every Product Line to be bid. The spreadsheets must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheets will not load correctly when they submit their bids.

### **VIII.7 Importance of Final Effective Price**

It is the Bidder's responsibility to look at the final, calculated, effective prices on the Bid Response Tab spreadsheet to see that they are calculated correctly. These are the official bid prices. If they are not correct, then either the price basis or the percent entered is incorrect because the spreadsheet automatically calculates the accurate effective prices based on Bidder's entries.

### **VIII.8 Extent of Product Offered**

Products and prices listed will be used to establish both the extent of a manufacturer's line available from a particular Bidder and the effective bid price per item. Bidders should enter a full range of Products to best represent the scope of Products available under any Product Line category.

Bid pricing formulas and base pricing cannot be changed after bids are opened. However, the Agency reserves the right to request more sample SKUs so evaluators can apply a Bidder's bid formulas and base prices across a broader range of Products.

### **VIII.9 Importance of Correct Manufacturer SKUs**

When adding Product information to the Bid Response Tab on the PEPPM Pricing Template, Bidders must enter the correct and accurate manufacturer SKU for each Product.

The first phase of the evaluation process uses a manufacturer SKU number, after stripping away hyphens, spaces and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that change a manufacturer's SKU must be removed before submission. Bidders must make their best efforts to match their "Manufacturer SKUs" to the manufacturer's published SKUs including or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer Product identifiers. Bidder should note that these requirements are for their PEPPM Bid-Price Submission Templates submitted at the time of the bid.

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid being determined non-responsive.

### **VIII.10 New Product Pricing**

The Bidder's quoted pricing formulas will also apply in the future to any new Products created, invented, introduced, and made available through PEPPM during the Contract period. New

Products and associated supplies to be added must be priced according to the original bid discount or markup pricing structure.

If a new Product or Product group does not fit into one of its formula categories, an Awarded Vendor may appeal to Agency in writing for consideration to include the new Products on Contract. The written request must include an explanation of the circumstances that prevent the new Products from logically falling into an existing category of formula pricing.

The Agency reserves the right to reject any and all requests for additional Products to be added to an Awarded Vendor's Contract Product list and corresponding price structure. No consideration will be given for requests that circumvent competitive bidding requirements.

### **VIII.11 Pricing for Bundles**

Awarded Vendors may submit price lists for posting that provide for bundles that include third-party products related to the branded Products under Contract. Examples are cases or monitors purchased to accompany a laptop computer. However, all products in the bundle must be ordered from and invoiced by the Bidder under a single Purchase Order in which the third-party products are ordered on a one-for-one basis with the bid-awarded Products.

Third-party products cannot be offered individually and purchased separately with PEPPM bid protection.

Price for the third-party product must be consistent with the same formula pricing structure corresponding to the contracted Product. For example, if a computer is sold at a 5 percent discount from a vendor's catalog, then the third-party case must be sold at least 5 percent off the catalog price.

Bid-awarded Products bundled with third-party products must represent a greater value than the third-party products themselves. For example, a bid-awarded network interface card cannot be bundled with a third-party computer to create a complete computer bundle. Software Bidders are not permitted to bundle hardware with a software offering without permission from the Agency.

### **VIII.12 Errors on the Bid Response Tab**

If a Bidder makes a material error by expressing percentage formulas on the Bid Response Tab that are not described on the Quote Sheet, its bid may be non-responsive. Likewise, a bid may be non-responsive if a Bidder neglects to list Products on the Bid Response Tab for which a percentage formula is described on the Quote Sheet.

### **VIII.13 Allowances for Freight**

Awarded Vendors should never identify standard freight charges separately when submitting Contract prices to PEPPM for publication. If bidding markup over cost, Bidders must ensure the allowance for freight is built into either the cost of the Product or the markup percent. Likewise, Bidders offering a discount from list must ensure the allowance for delivery is to be built into the list price of the Product or the discount percent.

### **VIII.14 Minimum Order for Free Shipping**

The minimum order qualifying for F.O.B. delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than \$500 to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if requested by the Eligible Entity. Shipping from or to the continental United States to or from Hawaii, Alaska, or overseas U.S. territories may also be considered as special shipping. Eligible Entity must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

An Awarded Vendor may appeal in writing to Agency for relief from the free-shipping threshold when the requirement disadvantages a buyer or forces an Awarded Vendor to sell at a loss. Any exceptions shall be at Agency's sole discretion. If granted, notice shall be provided in an Awarded Vendor's Ordering Instructions to Buyers.

#### **VIII.15 Large-Volume Purchase and Voluntary Price Reductions**

An Awarded Vendor, upon request from an Eligible Entity, may offer a voluntary price reduction or a quotation for a large-volume discount from the listed PEPPM bid price. Such price decreases are discretionary on the part of the Awarded Vendor who is under no obligation to give the same or similar discount to another Eligible Entity unless required under federal E-rate Lowest Corresponding Price (LCP) rules.

When offering any such additional discounts, the Awarded Vendor will provide a written quotation to the requesting agency, indicating that the discounted price is an "As per PEPPM" bid price quote. The Eligible Entity shall include the quotation as an attachment to its Purchase Order.

Agency reserves the right to research, conduct, and execute electronic reverse auctions or requests for quotes or proposals for aggregated numbers of specific Products under the Contract with interested or selected Agency Awarded Vendors in conformance with applicable laws.

Bidders are urged to stipulate any additional, predetermined discounts according to Bidder-designated criteria on its Pricing Templates so that Eligible Entities can quickly see if any additional discounts are available as a standard practice.

#### **VIII.16 Request to Cancel or Rebid a Product Line or Adjust MSRP**

Should an Awarded Vendor's bid percentage-off-MSRP be subsequently lowered by the manufacturer resulting in the Awarded Vendor's financial loss, an Awarded Vendor may request that the Agency cancel or rebid the Product Line or adjust the percentage-off-MSRP. This decision to cancel, rebid or adjust shall be made at the Agency's sole discretion. Should the Agency decide to adjust the percentage-off-MSRP, then the Agency will work with the Awarded Vendor to equitably adjust the percentage-off-MSRP by balancing the competing interests of the Awarded Vendors and the Eligible Entities.

The following procedure shall apply when an Awarded Vendor requests that the Agency cancel, rebid or make an adjustment pursuant to this paragraph.

- Along with the Awarded Vendor's written request to cancel, rebid or adjust, the Awarded Vendor shall provide all documentation needed for the Agency to make a decision
- Within seven days of receipt of the written request and supporting documentation, the Agency shall provide a written determination indicating whether the Awarded Vendor's request was accepted or rejected, or whether additional information is needed to make a determination

## VIII.17 Public Works and Prevailing Wage Rates

If a project for a California Eligible Entity involves construction or a service defined as a public work, an Eligible Entity may be required to bid labor services separately from the purchase of Products allowed and bid-protected under this Contract. In such instances, an Awarded Vendor may be required to comply with prevailing wage laws, licenses, and permits. To the extent applicable to an Eligible Entity from another state, such state's Prevailing Wage rate act, regulations and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

## IX Bid Procedures and Directions [\[Return to Top\]](#)

### IX.1 Help on Submitting a Responsive Bid

To assist Bidders in submitting responsive bids, PEPPM provides directions, access to help files, a bid checklist, and contacts for technical support in filling out the electronic bid form.

Bidders must examine the entire bid package, then seek clarification of any item or requirement that may not be clear. They must check all their responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.

The following Sections provide an overview of bid procedures, requirements, and directions leading to a responsive bid.

### IX.2 Registration

Vendors interested in bidding must obtain a supplier account at [www.Epylon.com](http://www.Epylon.com) if they do not already have one. The entire bidding process will be conducted electronically using Epylon's eBid software. Epylon imposes no fee to register or use its eBid software.

### IX.3 Delivery of the PEPPM Bid Form

Bid forms will be sent automatically to all those vendors who have accounts and have indicated an interest in receiving technology bids on the Epylon system. Newly registered vendors will find the bid form shortly after their account application has been approved. If vendors reviewing their inbox do not see the PEPPM bid form, there are three possible reasons:

- Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form
- The company has not categorized itself as a technology-related supplier. Contact Epylon Customer Service to be added as a "technology supplier." Then the bid form will be promptly forwarded to the company's inbox
- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for California

For assistance in finding the bid form, Bidders should contact Customer Service at (888) 211-7438 or at [Service@Epylon.com](mailto:Service@Epylon.com).

### IX.4 Prebid Meetings

No prebid meeting will be held for this RFB.

## IX.5 Bidders' Questions

Bidders who have bid questions about the bid or its Terms and Conditions may submit them to [BidQuestions@PEPPM.org](mailto:BidQuestions@PEPPM.org) no later than 4 p.m. EDT on the [Questions Due Date](#). Bidders are advised to look on PEPPM.org for frequently asked questions.

Bidders who have questions or trouble using the bidding software may contact Epylon Customer Service any time at (888) 211-7438 or [Service@Epylon.com](mailto:Service@Epylon.com). Be advised, that customer service operators work on Pacific time and wait times grow longer as the bid deadline approaches. Customer service will not answer policy questions about the bid or its Terms and Conditions.

## IX.6 Exceptions to Terms and Conditions

Any proposed exception from the requirements indicated in this Request for Bids or from the Terms and Conditions must be stated in writing and submitted by email by the [Exceptions Due Date](#) to [BidQuestions@PEPPM.org](mailto:BidQuestions@PEPPM.org).

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents within 10 days of the Exceptions Due Date or fewer. To ensure a fair and equal bidding process, any addendum will apply to all Bidders and all bids or a specified Product Line and Bidders bidding on the specified Product Line.

No material exceptions will be accepted with final electronic bid submissions received on the [Bid Due Date](#). Any exceptions submitted by Bidder with final electronic bid submission may disqualify the bid from consideration at the sole discretion of the Agency.

Following the award of a Contract to an Awarded Vendor, Agency reserves the right to amend the Terms and Conditions of this Request for Bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards.

## IX.7 An Overview of the Bid Form

Completing a bid requires opening an electronic bid form starting from an inbox on the Epylon eCommerce system. Users may work on their bids at any time and save their work as they progress. There are four major components to the bid:

- *Answers to Questions:* If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments
- *Choosing Product Lines to Be Bid:* Bidders may bid upon one, several, or all Product Lines specified by checking a box alongside a Product Line name and description. For every Product Line checked, the Bidder must attach several files alongside that particular Product Line description.
- *Payment Information:* Bidders may choose to pay Bid Evaluation Fees and prospective Bid Award Fees by credit card or by checking account information.
- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid

formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the [Pricing Specification Section](#).

## **IX.8 Required Attachments**

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

1. Attachments that go alongside the name of each Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter
- Ancillary Services Form
- State Selection Form
- Signed Awarded Vendor Agreement
- PEPPM Pricing Template

2. Attachments that go alongside a required question are:

- Reference Forms (containing at least three references)
- Detailed marketing plan
- Any optional files to expand upon an answer to a question
- Leasing information (optional)

3. Attachments that can be uploaded to the Additional Response Information section are:

- Any optional files to provide the Agency more information

## **IX.9 Marketing Plan**

Agency requests that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts by way of activities and media such as printed materials, web-based information, e-mails, advertising, social media, telemarketing, webinars, trade shows, and other commercial avenues of communication. This plan must be described or attached to the bid form in response to a question in the Question Section.

## **IX.10 Danger of Procrastination**

It is in the best interests of Bidders to submit their bids far enough in advance of the [Bid Due Date](#) to avoid any hindrances out of the control of the Bidder, eCommerce Consultant or Agency. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for impediments out of its control and encourages Bidders to submit early to avoid any possibility their bids may be late.

## **IX.11 Submission**

When Bidders complete their bids, clicking on the Continue button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied,

Bidders must click the Submit button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's inbox.

#### **IX.12 Electronic Signature**

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that the use of his/her Username and Password constitute his/her Electronic Signature and that he/she is solely liable for full control and access to the password. Neither the Agency nor eCommerce Consultant has access to the user's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the Agency and to bind his/her company to the Contract, including, without limitation to all Terms and Conditions, final pricing, statements and all other commitments submitted to Agency.

#### **IX.13 Status of Submitted Bids**

After Bidder clicks the Submit button all answers and submissions are locked, encrypted, sealed, and sent to the Agency inbox. The Agency cannot open them until the Bid Opening Date. However, Bidders can access their own submissions to print out a complete and accurate record of their responses precisely as seen by the Agency when the bids can legally be opened.

#### **IX.14 Withdrawal**

A bid must be complete and final prior to a Bidder clicking the Submit button and sending it to the Agency. In the event a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic form, scroll to the bottom of the page and click the Retract Response Button before the Bid Opening Date.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded Products and ancillary services, if applicable, at the bid price and in accordance with the Terms and Conditions.

#### **IX.15 Receipt and Opening of Bids**

Electronically sealed bids must be received by the [Bid Due Date](#). Bids will be electronically unsealed and publicly read at the Bid Opening Date and Time. Opening and public reading will consist of opening and displaying the electronic bid form the submitted bids in front of any interested members of the public and staff in a public setting.

The Agency reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

#### **IX.16 Late Bids**

The Agency will not consider late bids.

#### **IX.17 Length of Time the Bidder's Offer Is Good For**

After the public opening, bids will be evaluated. The Agency will conduct this process as quickly as possible so that award recommendations can be formulated. Bidder's bid, including responses to the RFB, bid formulas discount formulas, and pricing shall be valid and irrevocable for 120 days after the [Bid Opening Date](#).

#### **IX.18 Protests**

Protests shall be filed with the Agency and shall be resolved following applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at



the Agency before the [Bid Opening Date](#). A protest of a proposed award or of an actual award must be filed within 10 days after the protester knows or should have known the basis of the objection.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

### **IX.19 Use of Submitted Documents**

Everything submitted by a Bidder as part of a bid may be part of a public record. Bidders should not attach files or information to their bids that contain trade secrets or non-disclosable information. If documents, files, or information submitted are copyrighted, Bidders, by submitting, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as initially provided. Agency shall have the right to reproduce and publish any and all bid submission information, documents, and files. To the extent allowed by law, it is Agency's policy not to release Bidder's financial information, customer names, or references that, if public, would give an advantage to a competitor or be disadvantageous to a Bidder's business.

### **IX.20 State Selection Form**

Awarded Vendors are obliged to serve all LEAs in California. Although the Agency is bidding primarily on behalf of LEAs, it is the Agency's intent to extend, where feasible, the bid protections and price discounts to LEAs in states other than California, and to Eligible Organizations in California and other states to the extent permitted by law, and with the Awarded Vendor's approval.

Alongside each Product Line listed on the electronic bid form, a Bidder must attach a State Selection Form, indicating – in addition to California LEAs – which, if any, of the following Eligible Entities, by state, that it will sell to:

- LEAs
- Universities and other higher education agencies
- Local government, municipalities, and other non-education Eligible Entities

## **X Bid Evaluation and Award Process** [\[Return to Top\]](#)

### **X.1 Qualification for Evaluation**

Following applicable California state law and accepted standards for competitive, sealed bidding, the Agency will make awards, in each Product Line category, to the lowest, responsive, responsible Bidder.

### **X.2 Creation of Contracts**

Evaluated bids that are recommended for award do not become formal Contracts until the Agency's elected Superintendent of Schools or designated signatory signs the Contracts.

### **X.3 Bid Evaluation Process**

Bids received on time will be evaluated. A high-level overview of the evaluation process is as follows:

- Bids will be evaluated to determine if the Bidder is responsive and that all required attachments and documents are present
- Bidder's responses to questions will be examined to ensure the Bidder is responsible and capable of providing Products to LEAs and other Eligible Organizations under Agency's Terms and Conditions
- Any bidding company deemed not responsible will be notified and entitled to a hearing
- Pricing will be compared to competing bids for the same Product Line to rank pricing from lowest to highest
- A low-price Bidder will be identified
- Lowest, responsive bids from responsible Bidders will be recommended for an award

### **X.4 Rejection of Bids**

The Agency reserves the right to accept or reject any or all bids, or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids
- Bids that are not responsive
- Bids from Bidders deemed not responsible, so judged following a hearing
- Bids in which quoted prices are higher than street prices or are unreasonable compared to other contracts

### **X.5 Ambiguities**

If a bid is responsive but contains ambiguities the Agency may engage in Clarification. Bidders should submit any requested supplementary information promptly. Failure to respond is grounds for rejection of the bid.

### **X.6 Evaluation of Responsiveness**

Submissions by Bidders must pass a test for responsiveness before the bids will move on to be evaluated for price. The following factors will be evaluated for responsiveness:

Factors related to a vendor's bid as whole:

- The bid was received on time
- Banking information for the processing of bids and award fees was present, and funds were properly processed
- Bid Terms and Conditions were accepted
- Reference forms for the Bidder were attached from at least three different agencies
- A marketing plan was described in the question section of the electronic bid form

Factors related to any Product Line category being bid:

- Products offered were for the Products specified
- A signed Awarded Vendor Agreement was attached for each Product Line being bid

- A returned goods policy for each Product Line was attached
- A statement of warranties for each Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering
- A dated, proof-of-supply document was attached for each Product Line or the Bidder gave evidence that it was the manufacturer of the Product Line being bid
- A State Selection Form was attached alongside any Product Line being bid
- Quote sheets for each Product Line indicated pricing formulas and a price basis
- All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template
- Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so that effective prices could be compared to those of competing Bidders
- The Bidder attached an ancillary service form spreadsheet to each Product Line being bid or stated in an answer to questions that it was not providing any ancillary services

## **X.7 Evaluation of Responsibility**

Bidders must pass a test for responsibility before its bids will move on to be evaluated for price. The following factors will be evaluated for Bidder responsibility:

- Provided evidence of a permanent place of business
- Is not insolvent or currently involved in bankruptcy
- Has no known overdue tax liabilities
- Owes no overdue PEPPM transaction fees
- Certifies it has not colluded in submitting its bid or developing pricing
- Is not under suspension or debarment
- Maintains sales representatives or a sales network of resellers, as described on the bid form
- Has provided positive references from buying agencies or has past PEPPM experience
- Has given evidence of previous sales in the public sector
- Deploys system of customer support and service to all chosen Eligible Entities as described on the bid form
- Complied with any previous or existing PEPPM or Agency contracts

## **X.8 Evaluation of Pricing**

Effective pricing from competing, responsive and responsible bidders will be compared to identify the low-cost Bidder. Awards will be made to the lowest, responsive, responsible Bidder. In the event of tie bids, the winning bidder will be decided by the flip of a coin or another method of chance selected by Agency.

## **X.9 Non-Material Deviations**

In evaluating bids, the Agency may waive Bidders' minor errors or non-material deviations where no competitive advantage is obtained and the information submitted by a Bidder can lead to a fair award decision among competing bids.

# **XI Uniform Grant Guidance Requirements** [\[Return to Top\]](#)

## **XI.1 Federal Rules May Apply to Purchases with Grant Funds**

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards

of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Grant Guidance,” “UGG” or new “EDGAR”). All Awarded Vendors must agree to comply with certain requirements which may be applicable to specific purchases using federal grant funds. Eligible Entity has the responsibility to advise Awarded Vendor if an order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.13 shall apply.

## **XI.2 Awarded Vendor Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Awarded Vendor default are included in the Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

## **XI.3 Termination for Cause or Convenience**

For any purchase or contract in excess of \$10,000 made using federal funds, the Awarded Vendor agrees that the following term and condition shall apply:

The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity prior to the termination and not otherwise returned in accordance with Awarded Vendor’s return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s).

The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6.

## **XI.4 Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

## **XI.5 Davis-Bacon Act**

When required by federal program legislation, the Awarded Vendor agrees that, for all Eligible Entity prime construction contracts/purchases in excess of \$2,000, the Awarded Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department

of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Awarded Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Awarded Vendor shall pay wages not less than once a week.

Current Prevailing Wage determinations issued by the Department of Labor are available at <http://www.wdol.gov>.

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor’s acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **XI.6 Contract Work Hours and Safety Standards Act**

Where applicable, for all Eligible Entity contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the Awarded Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Awarded Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **XI.7 Rights to Inventions Made Under a Contract or Agreement**

If the Eligible Entity’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The Awarded Vendor agrees to comply with the above requirements when applicable, but expressly retains as much of the entire right, title, and interest throughout the world to each subject invention as allowed by applicable law.

#### **XI.8 Clean Air Act and Federal Water Pollution Contract Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards,

orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

#### **XI.9 Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689)–A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor certifies that the Awarded Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **XI.10 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352)–Bidders who bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

#### **XI.11 Procurement of Recovered Materials**

For Eligible Entity’s purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **XI.12 Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When the Eligible Entity makes a reasonable determination that such information is required by applicable law, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase. However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

## **XI.13 Bonding Requirements**

Pursuant to 2 C.F.R. § 325, the Agency requires applicable bid security, performance and payment bonds on construction projects. As such, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$150,000, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Eligible Entity, provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each Bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## **XI.14 Not-To-Exceed Price**

If requested by the Eligible Entity, on any contract based on time and materials, the Awarded Vendor shall set a ceiling price that the Awarded Vendor exceeds at its own risk pursuant to 2 C.F.R. § 200.318(j).

## **XI.15 Contracting with Historically Under-Utilized Businesses**

The Awarded Vendor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in the foregoing bulleted items of this Section.

#### **XI.16 Equivalent Products**

*Comparable (Alternate) Products:* Where the specification states a named Product followed by “or equal,” an alternate or comparable product may be bid; however, the burden is on the Bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named Product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the Bidder must provide a detailed comparison for each to include a list of all the significant qualities of the Product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification.

*Substitutions for Cause:* An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by a purchasing Eligible Entity in the event of unavailability of Product, regulatory changes or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least 30 working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification.

*Substitutions for Convenience:* Bidders may not propose substitutions for convenience.

#### **XI.17 General Compliance and Cooperation with Eligible Entity**

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order or contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements as may apply to the Eligible Entity's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Grant Guidance.

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis in order to comply with applicable law.



## **XII Post-Award Requirements** [\[Return to Top\]](#)

### **XII.1 Audit Requirements**

Agency reserves the right to ask Awarded Vendors or Authorized Resellers for proof of correct bid-price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost-data for pricing if they have bid under a markup-over-cost method
- Keep a record of an underlying price-list basis if they have bid under a discount-from-list method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales

### **XII.2 Minimum Sales**

While Agency does not guarantee any minimum sales, Awarded Vendors are expected to achieve a minimum of \$5,000 sales per quarter for each awarded Product Line. When an Awarded Vendor fails to meet a quarterly threshold, Agency may contact the company to obtain a progress report of sales in its pipeline, identify obstacles to sales, or suggest enhanced marketing to PEPPM customers.

### **XII.3 Contact and Ordering Instructions**

PEPPM will send newly Awarded Vendors an email with instructions on how to complete a standard template for Buyer Ordering Instructions. Awarded Vendors must fill out and return the document in Microsoft Word format for every Product Line awarded. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, whom to contact, and what resellers, if any, are authorized to sell under the Contract.

Ordering Instructions must be updated whenever an Awarded Vendor's information changes, especially when contact information changes or when resellers are added or removed.

### **XII.4 Price Lists**

Awarded Vendors are required to submit price-list spreadsheets, as prescribed in an Agency template. Data presented should include line items for both physical Products and intangible Products. The Agency will provide specific directions in an email notice to newly Awarded Vendors.

Submitted data will be transferred by Agency to electronic catalogs on PEPPM.org and other eCommerce systems. The data will showcase bid-protected Products to Eligible Entities to foster purchases.

Vendor's spreadsheet contents must be written so that buyers can easily find and identify Products under Contract. Data that includes abbreviations or lacks keyword descriptions will be disadvantaged compared to other competitor's items covered by another PEPPM-related Contract.

Agency and its eCommerce Consultant reserve the right to use a third-party content provider to describe or expand upon Product descriptions provided by an Awarded Vendor.

## **XII.5 Pricing Updates**

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a markup over cost. Therefore, prices may change frequently. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. PEPPM will accept updated price lists as often as once per week.

Awarded Vendors must either provide PEPPM a “valid-through” date for posting or certify every five weeks by email that its prices are current.

## **XII.6 Specials and Promotions**

During the term of its Contract, an Awarded Vendor may offer specials and promotions that will be posted on PEPPM.org.

## **XII.7 Leasing Information**

A California Eligible Entity may, by direct sale or otherwise, sell to a purchaser any electronic data-processing equipment or other major items of equipment owned by, or to be owned by, the Eligible Entity, if the purchaser agrees to lease the equipment back to the entity for use by the Eligible Entity following the sale.

The approval by the governing board of the Eligible Entity of the sale and leaseback shall be given only if the governing board finds, by resolution, that the equipment is data-processing equipment or another major item of equipment and that the sale and leaseback is the most economical means for providing electronic data-processing equipment or other major items of equipment to the Eligible Entity.

Awarded Vendors may allow Eligible Entities to enter into rental, lease, or lease purchase agreements, provided that such agreements are in compliance with state statutes and state Department of Education policies, rules, and regulations, as well as any state-specific laws and regulations applicable to Eligible Entities in other states. Awarded Vendor agrees that leases will be in compliance with the Uniform Commercial Code for the state in which the Eligible Entity is from.

Agency will not collect lease payments or be involved in the terms and conditions of the lease.

Awarded Vendor must indicate in its terms and conditions if the shipping costs for the return of leased or rented equipment are the responsibility of the Eligible Entity, and what that cost will be. No sale or assignment of a lease contract to a third party will be made without first informing Agency and the Eligible Entity of the sale or assignment. If an Awarded Vendor sells or assigns a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Awarded Vendor.

Awarded Vendors providing lease or rental opportunities must submit a file detailing lease arrangements available to Eligible Entities. PEPPM will post the information on the PEPPM website. (Awarded Vendor shall be required to provide such information electronically such as Microsoft Word or Adobe PDF document.) If the Awarded Vendor makes changes to their terms and conditions during the term of the Agency Contract, the new document must be filed with PEPPM for archiving and posting.

Lease or rental proposals to Eligible Entities under the Agency Contract must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using

the PEPPM bid-discounted-pricing or better. The Eligible Entity shall submit a copy of all leasing documents, any associated PEPPM quotes and any other Awarded Vendor required document(s) with a Purchase Order or letter of intent to lease provided on school or agency letterhead and signed.

Awarded Vendor may use a state procurement agency-approved lease agreement terms and conditions or may substitute its own leasing terms and conditions with the approval of the Eligible Entity.

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender. Financing arrangements may be subject to additional laws, rules, and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Eligible Entity that is interested in such an arrangement. Each Eligible Entity should seek its own legal advice prior to entering into a financing arrangement. All financing arrangements are between the Eligible Entity and the Awarded Vendor or the applicable lender only, and Agency will not be involved in any way.

## **XII.8 Contract Promotion, Advertising, and Marketing**

An Awarded Vendor shall not advertise or publish information concerning an award or Contract before an announcement being made by the Agency. However, after the Agency signs and announces new Contracts, an Awarded Vendor may make truthful and accurate marketing statements regarding its Agency awards.

Before an Awarded Vendor issues a press release about its Contracts, the Agency must give prior approval.

To Awarded Vendors for the term of its Contract, Agency extends a license to use the PEPPM logo on the vendor's website and in marketing collateral. Advance permission and review is required. However, the Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo that is not in conformance with guidelines, untruthful, or inaccurate.

For each awarded Product Line, Awarded Vendors are required to carry out marketing plans as specified in their bid submissions. At any time, PEPPM may telephone or email an Awarded Vendor for a progress report and evidence of activities conducted under their marketing plans.

## **XII.9 Request for Voluntary Discounts and Promotions**

Awarded Vendors are required to provide an answer, even if no, to requests from LEAs for voluntary, additional discounts or volume discounts—in particular, from any requests deriving from the Agency or eCommerce Consultant's websites. When extending an optional discount, the Awarded Vendor is not obligated to provide a similar or equal discount to another LEA, except where required by federal E-rate Lowest Corresponding Price rules.

## **XII.10 Punchout Functionality**

By default, the Products to be sold by Awarded Vendors will be listed in a hosted marketplace at [www.PEPPM.org](http://www.PEPPM.org) and other affiliated websites. However, an Awarded Vendor may petition Agency, by email, for a Punchout technology solution. Under this arrangement, a vendor would host its Products on its own website and provide necessary data back to PEPPM to ensure compliance with its Contract with the Agency. Prior to approval, an Awarded Vendor must demonstrate its ability to meet standards set by Agency and its eCommerce Consultant, which are available upon request. Permissions are granted at Agency's sole discretion.

### **XII.11 Training of the Sales Force and Authorized Resellers**

Awarded Vendor is responsible to inform and train its sales force and Authorized Resellers on the use of its Agency Contracts for sales under Agency's bid-protection provisions.

### **XII.12 Contract Extension**

Agency reserves the right to extend any bid award beyond December 31, 2021, for a period of up to one year. The extension of any awarded bid will be optional upon the agreement of the Agency and the Awarded Vendor.

The Agency reserves the right to offer month-by-month extensions until a new Contract is awarded. These month-by-month extensions of the awarded Contract will be optional upon the agreement of the Agency and the Awarded Vendor.

## **XIII Other Terms and Conditions** [\[Return to Top\]](#)

### **XIII.1 Entire Agreement**

The Contract will represent the complete agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by Agency and Awarded Vendor (and the eCommerce Consultant if the eCommerce Consultant is a necessary party).

The Purchase Order will represent the complete agreement between the Eligible Entity and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Purchase Order shall be in writing in the form of an amendment signed by Eligible Entity and Awarded Vendor.

### **XIII.2 Novation**

If the Awarded Vendor assigns, sells, or transfers substantially all assets or the entire portion of the assets used to perform the Contract, a successor in interest must guarantee to fulfill all obligations under the Contract and offer awarded Products at the same or better pricing determined by the original bid pricing formula. Agency reserves the right to recommend acceptance or rejection of the new party. Confirmation of the acquiring vendor's intent and ability to honor all the obligations under the Contract and to offer awarded Products at the same or better pricing determined by the bid pricing formula will be documented by signing and submitting an Agency Contract Assignment Form. A simple change of the Awarded Vendor's name will not change the contractual obligations of the Awarded Vendor.

### **XIII.3 Default Related to the Contract**

The Agency may, subject to the provisions of Force Majeure, and in addition to its other rights under the Contract, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate the whole or any part of the Contract (including, without limitation, for one or more states) for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified under a Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item which is in conformance with the specifications referenced in the Request for Bids

- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within 15 days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Contract, if such breach is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to adequately perform the services set forth in the Contract and Purchase Orders issued thereunder, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to make progress in the performance of the Contract and/or giving Agency reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to observe any of the Terms and Conditions of the Contract, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to pay Transaction Fees
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Agency and/or Eligible Entity
- Failure to maintain its baseline catalog online
- Failure to update prices
- Nonperformance in sales
- Failure to meet E-rate Program Compliance requirements including suspension or debarment
- Suspension or Debarment occurring during the term of the Contract
- The Awarded Vendor, Authorized Reseller, or awarded product line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

#### **XIII.4 Default Related to the Purchase Order**

The Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice of it to the Awarded Vendor, and terminate the whole or any part of a Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item which is in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within 15 days after notification
- Insolvency

- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Purchase Order
- Failure to adequately perform the services set forth in the Purchase Order
- Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order
- Failure to observe any of the Terms and Conditions of the Contract or Purchase Order
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Eligible Entity
- Suspension or Debarment occurring during the term of the Purchase Order
- The Awarded Vendor, Authorized Reseller, or awarded product line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

If the Eligible Entity terminates the Purchase Order in whole or in part as provided above, the Eligible Entity may procure, upon such terms and in such manner as it determines, any Products similar or identical to the Products so terminated.

If the Purchase Order is terminated as provided in above, the Eligible Entity, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the Eligible Entity in the manner and to the extent directed by the Eligible Entity, any partially manufactured or delivered Products as the Awarded Vendor has specifically produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered Products accepted by the Eligible Entity shall be in an amount agreed-upon by the Awarded Vendor and Eligible Entity. The Eligible Entity may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered Products, such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.

### **XIII.5 Remedies**

The rights and remedies of the Agency or Eligible Entity provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.

The Agency's or Eligible Entity's failure to exercise any rights or remedies provided in these Terms and Conditions, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the Agency or Eligible Entity of its rights and remedies in regard to the event of default or any succeeding event of default.

To the extent that an Eligible Entity has an administrative dispute resolution process that is mandated by law, the Awarded Vendor agrees to adhere to such process.

### **XIII.6 Force Majeure**

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable

control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five business days and in writing within 10 business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- Describe fully such cause(s) and its effect on performance
- State whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and
- If performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the force majeure event does not prevent Awarded Vendor from reasonably making such estimation.

The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within 10 business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order, and resume activities when the suspension ends, including making any delayed payments resulting from the suspension.

### **XIII.7 Termination of Purchase Order**

The Eligible Entity has the right to terminate a Purchase Order for the following reasons. Termination shall be effective upon written notice to the Awarded Vendor.

- **Termination for Cause:** The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within 30 days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed prior to the Effective Date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.
- **Non-Appropriation:** If the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible Entity (e.g. Pennsylvania State System of Higher Education (PASSHE) members under Pennsylvania law), the Eligible Entity's obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or

otherwise made available to support continuation of performance in a subsequent fiscal year period, the Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the cancelled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the equipment to Awarded Vendor, free of all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

### **XIII.8 Termination of Contract**

Agency shall have the right to terminate the Contract for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within 30 days after receipt of the notice from the Agency or its agents.

At any time, the Agency reserves the right to conduct a review of the Awarded Vendor's performance of Contract responsibilities with the possibility of cancellation of the whole or any part of this Contract due to failure by the Awarded Vendor to carry out any obligation, term or condition of the Contract. The Agency may, but is not obligated to, follow the following procedure:

- Step 1: Issue a warning Letter of Concern outlining the violations and length of time to correct the problems
- Step 2: Issue a letter of intent to cancel Contract, if the problems are not resolved by a given date
- Step 3: Issue letter to cancel Contract

Upon receipt of the written Letter of Concern, the Awarded Vendor shall have 10 business days to provide a satisfactory response to Agency detailing how Awarded Vendor intends to address Agency's concerns. Failure on the part of the Awarded Vendor to address adequately all issues of concern may result in Contract cancellation.

In the event of termination of the Awarded Vendor Contract by Agency, each Purchase Order then in effect shall remain in full force and effect until the end of its scheduled term and shall be governed by the Terms and Conditions of the Contract and Purchase Order as if the Contract were still in effect. No new Purchase Orders shall be entered into after the Effective Date of the termination of the Contract.

### **XIII.9 Assignability and Subcontracting**

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. The use of delivery/removal carriers does not constitute subcontracting. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration (CFI), warranty, break/fix, administrative and back office services, provided such subcontractors



shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned or delayed.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of a majority ownership interest in the Awarded Vendor provided that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by Agency or Eligible Entity shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the Agency and any Eligible Entities holding outstanding Purchase Orders written notice of any such change of name.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the Eligible Entity, assign the Agreement to a successor entity in connection with a merger, consolidation or dissolution of all or substantially all of Awarded Vendor's assets or business, provided that Awarded Vendor's successor entity assumes in writing all of Awarded Vendor's obligations under this Agreement and agrees in writing to be bound by this Agreement, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgment from the assignee that any such payments are subject to all of the Terms and Conditions of the Purchase Order.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third-party for the purposes of securitization or factoring.

### **XIII.10 Intellectual Property Indemnity**

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, "Indemnities") from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs, that Indemnities incur as a result of any third party claims, demands, or actions arising out of or resulting from a claim or allegation that any Products provided by Awarded Vendor in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third party products with which such

Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require an admission of guilt from Indemnitees or the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Indemnitees the right to continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so that they become non-infringing, without material loss of functionality; or (c) if neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all pre-paid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years.. This Section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims.

### **XIII.11 Indemnification**

To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs that Agency or Eligible Entity incur as a result of any third-party claims, demands, or actions arising out of or resulting from the Awarded Vendor's actual or alleged negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions are intended to waive or extinguish the immunity protections of Agency or Eligible Entity, its agents or employees as set forth in California law or other similar state or federal laws or constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order. The obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

### **XIII.12 Limits of Awarded Vendor Liability**

The Awarded Vendor's liability to Agency under the Contract shall be limited to the greater of \$3,000,000 or two times the total amount ordered by all Eligible Entities from Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity under all Purchase Orders shall be limited to the greater of \$500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this Section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) or damage to real property or tangible personal property for which the Awarded Vendor is legally liable. Nor will the limitation apply to the Awarded Vendor's intellectual property indemnity – subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this Section. In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), product liability or otherwise.

### **XIII.13 Governing Law; Jurisdiction and Venue, and Severability**

The Agreement between the Agency and the Awarded Vendor and its Authorized Resellers will be governed and construed in the courts with the laws of the state of California without giving effect to its conflict-of-laws' provisions. Claimants submit to the exclusive jurisdiction of the courts of Kern County in the state of California and any United States courts located within Agency's jurisdiction for purposes of any and all litigation arising out of or relating to this Agreement or the use of the PEPPM website. Claimants waive any objections to the forum of California for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

When claims, disputes, or other matters arise between an Eligible Entity and an Awarded Vendor, the agreement or Purchase Order shall be governed, construed, and enforced in the courts and under the laws of the state, district, or territory in which the Eligible Entity is located. Again, claimants waive any objections to the forum of the respective Eligible Entity for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

Should any term of the Contract or Purchase Order be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract or Purchase Order to the extent possible. If such invalidity shall be caused by the length of any period of time set forth in any part of the Contract or Purchase Order, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

### **XIII.14 Rights of Eligible Entities**

The rights and remedies of the Agency and Eligible Entities provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

### **XIII.15 Legal Notices**

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be considered received no more than two business days after its postmark by the postal service or proof of delivery by a commercial carrier.

### **XIII.16 Binding Nature and Survival**

The Contract and each Purchase Order shall be binding on and inure to the benefit of the respective parties thereto and their respective successors and assigns. It is understood and agreed, whether or not specifically provided herein, any provision of the Contract or Purchase Order, which by its nature and effect is required to be observed, kept, or performed after the expiration or termination of the Contract or Purchase Order shall survive the expiration or termination of the Contract or Purchase Order.

### **XIII.17 In the Event of Cooperative Program Termination**

In the unanticipated event that Agency should terminate its relationship and affiliation with the PEPPM cooperative purchasing program, Agency reserves the right to transfer the duties, roles, rights, and responsibilities currently ascribed to PEPPM or the CSIU in the Contract -- including these Terms and Conditions -- to another organization, company, agent, or agency for continued and uninterrupted service to Eligible Entities.

### **XIII.18 Copyright**

This Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation, 2019 (©2019, CSIU, KCSOS & Epylon).

[END]

# Partial List of Eligible Agencies

## Kern County Office of Education

### *PEPPM 2020 Product Line Bid* *– California Electronic Bid # 529977*

#### County Offices of Education

<b>County</b>	<b>Agency Name</b>
Alameda	Alameda County Office of Education
Alpine	Alpine County Office of Education
Amador	Amador County Office of Education
Butte	Butte County Office of Education
Calaveras	Calaveras County Office of Education
Colusa	Colusa County Office of Education
Contra Costa	Contra Costa County Office of Education
Del Norte	Del Norte County Office of Education
El Dorado	El Dorado County Office of Education
Fresno	Fresno County Office of Education
Glenn	Glenn County Office of Education
Humboldt	Humboldt County Office of Education
Imperial	Imperial County Office of Education
Inyo	Inyo County Office of Education
Kern	Kern County Office of Education
Kings	Kings County Office of Education
Lake	Lake County Office of Education
Lassen	Lassen County Office of Education
Los Angeles	Los Angeles County Office of Education
Madera	Madera County Office of Education
Marin	Marin County Office of Education
Mariposa	Mariposa County Office of Education
Mendocino	Mendocino County Office of Education
Merced	Merced County Office of Education
Modoc	Modoc County Office of Education
Mono	Mono County Office of Education
Monterey	Monterey County Office of Education
Napa	Napa County Office of Education
Nevada	Nevada County Office of Education
Orange	Orange County Office of Education
Placer	Placer County Office of Education
Plumas	Plumas County Office of Education
Riverside	Riverside County, Office of Education
Sacramento	Sacramento County Office of Education
San Benito	San Benito County Office of Education
San Bernardino	San Bernardino County Office of Education
San Diego	San Diego County Office of Education
San Francisco	San Francisco County Office of Education
San Joaquin	San Joaquin County Office of Education

San Luis Obispo	San Luis Obispo County Office of Education
San Mateo	San Mateo County Office of Education
Santa Barbara	Santa Barbara County Office of Education
Santa Clara	Santa Clara County Office of Education
Santa Cruz	Santa Cruz County Office of Education
Shasta	Shasta County Office of Education
Sierra	Sierra County Office of Education
Siskiyou	Siskiyou County Office of Education
Solano	Solano County Office of Education
Sonoma	Sonoma County Office of Education
Stanislaus	Stanislaus County Office of Education
Sutter	Sutter County Office of Education
Tehama	Tehama County Office of Education
Trinity	Trinity County Office of Education
Tulare	Tulare County Office of Education
Tuolumne	Tuolumne County Office of Education
Ventura	Ventura County Office of Education
Yolo	Yolo County Office of Education
Yuba	Yuba County Office of Education

### **School Districts and State-Authorized Schools**

<b><u>County</u></b>	<b><u>School District or Agency</u></b>
Alameda	California School for the Blind (State Special Schl)
Alameda	California School for the Deaf-Fremont (State Special Schl)
Alameda	Alameda Unified
Alameda	Albany City Unified
Alameda	Berkeley Unified
Alameda	Castro Valley Unified
Alameda	Emery Unified
Alameda	Fremont Unified
Alameda	Hayward Unified
Alameda	Livermore Valley Joint Unified
Alameda	Mountain House Elementary
Alameda	Newark Unified
Alameda	New Haven Unified
Alameda	Oakland Unified
Alameda	Piedmont City Unified
Alameda	San Leandro Unified
Alameda	San Lorenzo Unified
Alameda	Tri-Valley ROP
Alameda	Eden Area ROP
Alameda	Mission Valley ROC/P
Alameda	Dublin Unified
Alameda	Pleasanton Unified

Alameda	Sunol Glen Unified
Alpine	Alpine County Unified
Amador	Amador County Unified
Amador	Amador County ROP
Butte	Bangor Union Elementary
Butte	Biggs Unified
Butte	Chico Unified
Butte	Durham Unified
Butte	Feather Falls Union Elementary
Butte	Golden Feather Union Elementary
Butte	Manzanita Elementary
Butte	Oroville City Elementary
Butte	Oroville Union High
Butte	Palermo Union Elementary
Butte	Paradise Unified
Butte	Thermalito Union Elementary
Butte	Pioneer Union Elementary
Butte	Butte County ROP
Butte	Gridley Unified
Calaveras	Bret Harte Union High
Calaveras	Calaveras Unified
Calaveras	Mark Twain Union Elementary
Calaveras	Vallecito Union
Colusa	Colusa Unified
Colusa	Maxwell Unified
Colusa	Pierce Joint Unified
Colusa	Williams Unified
Contra Costa	Acalanes Union High
Contra Costa	Antioch Unified
Contra Costa	Brentwood Union Elementary
Contra Costa	Byron Union Elementary
Contra Costa	Canyon Elementary
Contra Costa	John Swett Unified
Contra Costa	Knightsen Elementary
Contra Costa	Lafayette Elementary
Contra Costa	Liberty Union High
Contra Costa	Martinez Unified
Contra Costa	Moraga Elementary
Contra Costa	Mt. Diablo Unified
Contra Costa	Oakley Union Elementary
Contra Costa	Orinda Union Elementary
Contra Costa	Pittsburg Unified

Contra Costa West	Contra Costa Unified
Contra Costa San Ramon Valley	Unified
Contra Costa Walnut Creek	Elementary
Contra Costa Contra Costa County	ROP
Del Norte	Del Norte County Unified
Del Norte	Del Norte County ROP
El Dorado	Buckeye Union Elementary
El Dorado	Camino Union Elementary
El Dorado	El Dorado Union High
El Dorado	Gold Oak Union Elementary
El Dorado	Gold Trail Union Elementary
El Dorado	Indian Diggings Elementary
El Dorado	Lake Tahoe Unified
El Dorado	Latrobe
El Dorado	Mother Lode Union Elementary
El Dorado	Pioneer Union Elementary
El Dorado	Placerville Union Elementary
El Dorado	Pollock Pines Elementary
El Dorado	Rescue Union Elementary
El Dorado	Silver Fork Elementary
El Dorado	Black Oak Mine Unified
El Dorado	Central Sierra ROP
Fresno	Alvina Elementary
Fresno	Big Creek Elementary
Fresno	Burrel Union Elementary
Fresno	Clay Joint Elementary
Fresno	Clovis Unified
Fresno	Coalinga-Huron Unified
Fresno	Fowler Unified
Fresno	Fresno Unified
Fresno	Kingsburg Elementary Charter
Fresno	Kingsburg Joint Union High
Fresno	Kings Canyon Joint Unified
Fresno	Laton Joint Unified
Fresno	Monroe Elementary
Fresno	Orange Center
Fresno	Pacific Union Elementary
Fresno	Parlier Unified
Fresno	Pine Ridge Elementary
Fresno	Raisin City Elementary
Fresno	Sanger Unified
Fresno	Selma Unified



Fresno	Washington Colony Elementary
Fresno	West Park Elementary
Fresno	Westside Elementary
Fresno	Firebaugh-Las Deltas Unified
Fresno	Central Unified
Fresno	Kerman Unified
Fresno	Valley ROP
Fresno	Fresno ROP
Fresno	Mendota Unified
Fresno	Golden Plains Unified
Fresno	Sierra Unified
Fresno	Riverdale Joint Unified
Fresno	Caruthers Unified
Fresno	Washington Unified
Glenn	Capay Joint Union Elementary
Glenn	Lake Elementary
Glenn	Plaza Elementary
Glenn	Princeton Joint Unified
Glenn	Stony Creek Joint Unified
Glenn	Willows Unified
Glenn	Glenn County ROP
Glenn	Orland Joint Unified
Glenn	Hamilton Unified
Humboldt	Arcata Elementary
Humboldt	Northern Humboldt Union High
Humboldt	Big Lagoon Union Elementary
Humboldt	Blue Lake Union Elementary
Humboldt	Bridgeville Elementary
Humboldt	Cuddeback Union Elementary
Humboldt	Cutten Elementary
Humboldt	Fieldbrook Elementary
Humboldt	Fortuna Union High
Humboldt	Freshwater Elementary
Humboldt	Garfield Elementary
Humboldt	Green Point Elementary
Humboldt	Hydesville Elementary
Humboldt	Jacoby Creek Elementary
Humboldt	Klamath-Trinity Joint Unified
Humboldt	Kneeland Elementary
Humboldt	Loleta Union Elementary
Humboldt	Maple Creek Elementary
Humboldt	McKinleyville Union Elementary

Humboldt	Orick Elementary
Humboldt	Pacific Union Elementary
Humboldt	Peninsula Union
Humboldt	Rio Dell Elementary
Humboldt	Scotia Union Elementary
Humboldt	South Bay Union Elementary
Humboldt	Southern Humboldt Joint Unified
Humboldt	Trinidad Union Elementary
Humboldt	Humboldt County ROP
Humboldt	Ferndale Unified
Humboldt	Mattole Unified
Humboldt	Eureka City Schools
Humboldt	Fortuna Elementary
Imperial	Brawley Elementary
Imperial	Brawley Union High
Imperial	Calexico Unified
Imperial	Calipatria Unified
Imperial	Central Union High
Imperial	El Centro Elementary
Imperial	Heber Elementary
Imperial	Holtville Unified
Imperial	Imperial Unified
Imperial	Magnolia Union Elementary
Imperial	McCabe Union Elementary
Imperial	Meadows Union Elementary
Imperial	Mulberry Elementary
Imperial	San Pasqual Valley Unified
Imperial	Seeley Union Elementary
Imperial	Westmorland Union Elementary
Imperial	Imperial Valley ROP
Inyo	Big Pine Unified
Inyo	Death Valley Unified
Inyo	Lone Pine Unified
Inyo	Owens Valley Unified
Inyo	Round Valley Joint Elementary
Inyo	Bishop Unified
Kern	Arvin Union
Kern	Bakersfield City
Kern	Beardsley Elementary
Kern	Belridge Elementary
Kern	Blake Elementary
Kern	Panama-Buena Vista Union

Kern	Buttonwillow Union Elementary
Kern	Caliente Union Elementary
Kern	Delano Union Elementary
Kern	Delano Joint Union High
Kern	Di Giorgio Elementary
Kern	Edison Elementary
Kern	Elk Hills Elementary
Kern	Fairfax Elementary
Kern	Fruitvale Elementary
Kern	General Shafter Elementary
Kern	Greenfield Union
Kern	Kern High
Kern	Kernville Union Elementary
Kern	Lakeside Union
Kern	Lamont Elementary
Kern	Richland Union Elementary
Kern	Linns Valley-Poso Flat Union
Kern	Lost Hills Union Elementary
Kern	Maple Elementary
Kern	Maricopa Unified
Kern	McKittrick Elementary
Kern	Midway Elementary
Kern	Mojave Unified
Kern	Muroc Joint Unified
Kern	Norris Elementary
Kern	Pond Union Elementary
Kern	Rosedale Union Elementary
Kern	Semitropic Elementary
Kern	Southern Kern Unified
Kern	South Fork Union
Kern	Standard Elementary
Kern	Taft City
Kern	Taft Union High
Kern	Tehachapi Unified
Kern	Vineland Elementary
Kern	Wasco Union Elementary
Kern	Wasco Union High
Kern	Rio Bravo-Greeley Union Elementary
Kern	Sierra Sands Unified
Kern	McFarland Unified
Kern	West Side ROP
Kern	North Kern Vocational Training Center

Kern	Kern County ROP
Kern	Kern High ROC
Kern	El Tejon Unified
Kings	Armona Union Elementary
Kings	Central Union Elementary
Kings	Corcoran Joint Unified
Kings	Hanford Elementary
Kings	Hanford Joint Union High
Kings	Island Union Elementary
Kings	Kings River-Hardwick Union Elementary
Kings	Kit Carson Union Elementary
Kings	Lakeside Union Elementary
Kings	Lemoore Union Elementary
Kings	Lemoore Union High
Kings	Pioneer Union Elementary
Kings	Reef-Sunset Unified
Kings	Kings County ROP
Lake	Kelseyville Unified
Lake	Konocti Unified
Lake	Lakeport Unified
Lake	Lucerne Elementary
Lake	Middletown Unified
Lake	Lake County ROP
Lake	Upper Lake Unified
Lassen	Big Valley Joint Unified
Lassen	Janesville Union Elementary
Lassen	Johnstonville Elementary
Lassen	Lassen Union High
Lassen	Ravendale-Termo Elementary
Lassen	Richmond Elementary
Lassen	Shaffer Union Elementary
Lassen	Susanville Elementary
Lassen	Westwood Unified
Lassen	Lassen ROP
Lassen	Fort Sage Unified
Los Angeles	ABC Unified
Los Angeles	Antelope Valley Union High
Los Angeles	Arcadia Unified
Los Angeles	Azusa Unified
Los Angeles	Baldwin Park Unified
Los Angeles	Bassett Unified
Los Angeles	Bellflower Unified

Los Angeles	Beverly Hills Unified
Los Angeles	Bonita Unified
Los Angeles	Burbank Unified
Los Angeles	Castaic Union
Los Angeles	Centinela Valley Union High
Los Angeles	Charter Oak Unified
Los Angeles	Claremont Unified
Los Angeles	Covina-Valley Unified
Los Angeles	Culver City Unified
Los Angeles	Downey Unified
Los Angeles	Duarte Unified
Los Angeles	Eastside Union Elementary
Los Angeles	East Whittier City Elementary
Los Angeles	El Monte City
Los Angeles	El Monte Union High
Los Angeles	El Rancho Unified
Los Angeles	El Segundo Unified
Los Angeles	Garvey Elementary
Los Angeles	Glendale Unified
Los Angeles	Glendora Unified
Los Angeles	Gorman Joint
Los Angeles	Hawthorne
Los Angeles	Hermosa Beach City Elementary
Los Angeles	Hughes-Elizabeth Lakes Union Elementary
Los Angeles	Inglewood Unified
Los Angeles	Keppel Union Elementary
Los Angeles	La Canada Unified
Los Angeles	Lancaster Elementary
Los Angeles	Las Virgenes Unified
Los Angeles	Lawndale Elementary
Los Angeles	Lennox
Los Angeles	Little Lake City Elementary
Los Angeles	Long Beach Unified
Los Angeles	Los Angeles Unified
Los Angeles	Los Nietos
Los Angeles	Lowell Joint
Los Angeles	Lynwood Unified
Los Angeles	Monrovia Unified
Los Angeles	Montebello Unified
Los Angeles	Mountain View Elementary
Los Angeles	Newhall
Los Angeles	Norwalk-La Mirada Unified

Los Angeles	Palmdale Elementary
Los Angeles	Palos Verdes Peninsula Unified
Los Angeles	Paramount Unified
Los Angeles	Pasadena Unified
Los Angeles	Pomona Unified
Los Angeles	Rosemead Elementary
Los Angeles	San Marino Unified
Los Angeles	Santa Monica-Malibu Unified
Los Angeles	Saugus Union
Los Angeles	South Pasadena Unified
Los Angeles	South Whittier Elementary
Los Angeles	Sulphur Springs Union
Los Angeles	Temple City Unified
Los Angeles	Torrance Unified
Los Angeles	Valle Lindo Elementary
Los Angeles	West Covina Unified
Los Angeles	Westside Union Elementary
Los Angeles	Whittier City Elementary
Los Angeles	Whittier Union High
Los Angeles	William S. Hart Union High
Los Angeles	Wilsona Elementary
Los Angeles	Compton Unified
Los Angeles	Hacienda la Puente Unified
Los Angeles	Rowland Unified
Los Angeles	Walnut Valley Unified
Los Angeles	La Puente Valley ROP
Los Angeles	Southeast ROP
Los Angeles	East San Gabriel Valley ROP
Los Angeles	Tri-Cities ROP
Los Angeles	Southern California ROC
Los Angeles	Long Beach Unified ROP
Los Angeles	Los Angeles Unified ROCP
Los Angeles	Los Angeles County ROP
Los Angeles	Hart ROP
Los Angeles	Antelope Valley ROP
Los Angeles	Compton Unified ROP
Los Angeles	San Antonio ROP
Los Angeles	San Gabriel Unified
Los Angeles	Acton-Agua Dulce Unified
Los Angeles	Manhattan Beach Unified
Los Angeles	Redondo Beach Unified
Los Angeles	Alhambra Unified

Los Angeles	Wiseburn Unified
Los Angeles	California Advancing Pathways for Students in Los Angeles County
ROC/P	
Madera	Alview-Dairyland Union Elementary
Madera	Bass Lake Joint Union Elementary
Madera	Chowchilla Elementary
Madera	Chowchilla Union High
Madera	Madera Unified
Madera	Raymond-Knowles Union Elementary
Madera	Golden Valley Unified
Madera	Chawanakee Unified
Madera	Yosemite Unified
Marin	Bolinas-Stinson Union
Marin	Dixie Elementary
Marin	Kentfield Elementary
Marin	Laguna Joint Elementary
Marin	Lagunitas Elementary
Marin	Larkspur-Corte Madera
Marin	Lincoln Elementary
Marin	Mill Valley Elementary
Marin	Nicasio
Marin	Novato Unified
Marin	Reed Union Elementary
Marin	Ross Elementary
Marin	San Rafael City Elementary
Marin	San Rafael City High
Marin	Sausalito Marin City
Marin	Tamalpais Union High
Marin	Shoreline Unified
Marin	Marin County ROP
Marin	Ross Valley Elementary
Mariposa	Mariposa County Unified
Mendocino	Anderson Valley Unified
Mendocino	Arena Union Elementary
Mendocino	Fort Bragg Unified
Mendocino	Manchester Union Elementary
Mendocino	Mendocino Unified
Mendocino	Point Arena Joint Union High
Mendocino	Round Valley Unified
Mendocino	Ukiah Unified
Mendocino	Willits Unified
Mendocino	Potter Valley Community Unified

Mendocino	Laytonville Unified
Mendocino	Mendocino County ROC/ROP
Mendocino	Leggett Valley Unified
Merced	Atwater Elementary
Merced	Ballico-Cressey Elementary
Merced	El Nido Elementary
Merced	Hilmar Unified
Merced	Le Grand Union Elementary
Merced	Le Grand Union High
Merced	Livingston Union
Merced	Los Banos Unified
Merced	McSwain Union Elementary
Merced	Merced City Elementary
Merced	Merced Union High
Merced	Plainsburg Union Elementary
Merced	Planada Elementary
Merced	Snelling-Merced Falls Union Elementary
Merced	Weaver Union
Merced	Winton
Merced	Gustine Unified
Merced	Merced River Union Elementary
Merced	Merced County ROP
Merced	Dos Palos Oro Loma Joint Unified
Merced	Delhi Unified
Modoc	Surprise Valley Joint Unified
Modoc	Modoc Joint Unified
Modoc	Tulelake Basin Joint Unified
Modoc	Modoc County ROP
Mono	Eastern Sierra Unified
Mono	Mammoth Unified
Mono	Mono County ROC/P
Monterey	Alisal Union
Monterey	Bradley Union Elementary
Monterey	Carmel Unified
Monterey	Chualar Union
Monterey	Graves Elementary
Monterey	Greenfield Union Elementary
Monterey	King City Union
Monterey	South Monterey County Joint Union High
Monterey	Lagunita Elementary
Monterey	Mission Union Elementary
Monterey	Monterey Peninsula Unified



Monterey	Pacific Grove Unified
Monterey	Salinas City Elementary
Monterey	Salinas Union High
Monterey	San Antonio Union Elementary
Monterey	San Ardo Union Elementary
Monterey	San Lucas Union Elementary
Monterey	Santa Rita Union Elementary
Monterey	Spreckels Union Elementary
Monterey	Washington Union Elementary
Monterey	North Monterey County Unified
Monterey	Mission Trails ROP
Monterey	Big Sur Unified
Monterey	Soledad Unified
Monterey	Gonzales Unified
Napa	Calistoga Joint Unified
Napa	Howell Mountain Elementary
Napa	Napa Valley Unified
Napa	Pope Valley Union Elementary
Napa	Saint Helena Unified
Napa	Napa County ROP
Nevada	Chicago Park Elementary
Nevada	Clear Creek Elementary
Nevada	Grass Valley Elementary
Nevada	Nevada City Elementary
Nevada	Nevada Joint Union High
Nevada	Pleasant Ridge Union Elementary
Nevada	Union Hill Elementary
Nevada	Twin Ridges Elementary
Nevada	Penn Valley Union Elementary
Orange	Anaheim Elementary
Orange	Anaheim Union High
Orange	Brea-Olinda Unified
Orange	Buena Park Elementary
Orange	Capistrano Unified
Orange	Centralia Elementary
Orange	Cypress Elementary
Orange	Fountain Valley Elementary
Orange	Fullerton Elementary
Orange	Fullerton Joint Union High
Orange	Garden Grove Unified
Orange	Huntington Beach City Elementary
Orange	Huntington Beach Union High

Orange	Laguna Beach Unified
Orange	La Habra City Elementary
Orange	Magnolia Elementary
Orange	Newport-Mesa Unified
Orange	Ocean View
Orange	Orange Unified
Orange	Placentia-Yorba Linda Unified
Orange	Santa Ana Unified
Orange	Savanna Elementary
Orange	Westminster
Orange	Saddleback Valley Unified
Orange	Tustin Unified
Orange	Irvine Unified
Orange	Los Alamitos Unified
Orange	North Orange County ROP-Adult
Orange	Coastline ROP
Orange	Central Orange County CTE Partnership (CTEp)
Placer	Ackerman Charter
Placer	Alta-Dutch Flat Union Elementary
Placer	Auburn Union Elementary
Placer	Colfax Elementary
Placer	Dry Creek Joint Elementary
Placer	Eureka Union
Placer	Foresthill Union Elementary
Placer	Loomis Union Elementary
Placer	Newcastle Elementary
Placer	Placer Hills Union Elementary
Placer	Placer Union High
Placer	Roseville City Elementary
Placer	Roseville Joint Union High
Placer	Tahoe-Truckee Unified
Placer	Western Placer Unified
Placer	Forty-Niner ROP
Placer	Rocklin Unified
Plumas	Plumas Unified
Plumas	Plumas County ROP
Riverside	California School for the Deaf-Riverside (State Special Schl)
Riverside	Alvord Unified
Riverside	Banning Unified
Riverside	Beaumont Unified
Riverside	Corona-Norco Unified
Riverside	Desert Center Unified

Riverside	Desert Sands Unified
Riverside	Hemet Unified
Riverside	Jurupa Unified
Riverside	Menifee Union Elementary
Riverside	Moreno Valley Unified
Riverside	Nuview Union
Riverside	Palm Springs Unified
Riverside	Palo Verde Unified
Riverside	Perris Elementary
Riverside	Perris Union High
Riverside	Riverside Unified
Riverside	Romoland Elementary
Riverside	San Jacinto Unified
Riverside	Coachella Valley Unified
Riverside	Riverside County Office Of Education ROP
Riverside	Lake Elsinore Unified
Riverside	Temecula Valley Unified
Riverside	Murrieta Valley Unified
Riverside	Val Verde Unified
Sacramento	Arcohe Union Elementary
Sacramento	Elk Grove Unified
Sacramento	Elverta Joint Elementary
Sacramento	Folsom-Cordova Unified
Sacramento	Galt Joint Union Elementary
Sacramento	Galt Joint Union High
Sacramento	River Delta Joint Unified
Sacramento	Robla Elementary
Sacramento	Sacramento City Unified
Sacramento	San Juan Unified
Sacramento	Center Joint Unified
Sacramento	Sacramento County ROP
Sacramento	Natomas Unified
Sacramento	Twin Rivers Unified
San Benito	Bitterwater-Tully Elementary
San Benito	Cienega Union Elementary
San Benito	Hollister
San Benito	Jefferson Elementary
San Benito	North County Joint Union Elementary
San Benito	Panoche Elementary
San Benito	San Benito High
San Benito	Southside Elementary
San Benito	Tres Pinos Union Elementary

San Benito	Willow Grove Union Elementary
San Benito	Aromas/San Juan Unified
San Bernardino	Adelanto Elementary
San Bernardino	Alta Loma Elementary
San Bernardino	Barstow Unified
San Bernardino	Bear Valley Unified
San Bernardino	Central Elementary
San Bernardino	Chaffey Joint Union High
San Bernardino	Chino Valley Unified
San Bernardino	Colton Joint Unified
San Bernardino	Cucamonga Elementary
San Bernardino	Etiwanda Elementary
San Bernardino	Fontana Unified
San Bernardino	Helendale Elementary
San Bernardino	Morongo Unified
San Bernardino	Mountain View Elementary
San Bernardino	Mt. Baldy Joint Elementary
San Bernardino	Needles Unified
San Bernardino	Ontario-Montclair
San Bernardino	Oro Grande Elementary
San Bernardino	Redlands Unified
San Bernardino	Rialto Unified
San Bernardino	Rim of the World Unified
San Bernardino	San Bernardino City Unified
San Bernardino	Trona Joint Unified
San Bernardino	Victor Elementary
San Bernardino	Victor Valley Union High
San Bernardino	Yucaipa-Calimesa Joint Unified
San Bernardino	Baker Valley Unified
San Bernardino	Silver Valley Unified
San Bernardino	Snowline Joint Unified
San Bernardino	Colton-Redlands-Yucaipa ROP
San Bernardino	Baldy View ROP
San Bernardino	San Bernardino County ROP
San Bernardino	Hesperia Unified
San Bernardino	Lucerne Valley Unified
San Bernardino	Upland Unified
San Bernardino	Apple Valley Unified
San Diego	Alpine Union Elementary
San Diego	Borrego Springs Unified
San Diego	Cajon Valley Union
San Diego	Cardiff Elementary

San Diego	Chula Vista Elementary
San Diego	Coronado Unified
San Diego	Dehesa Elementary
San Diego	Del Mar Union Elementary
San Diego	Encinitas Union Elementary
San Diego	Escondido Union
San Diego	Escondido Union High
San Diego	Fallbrook Union Elementary
San Diego	Fallbrook Union High
San Diego	Grossmont Union High
San Diego	Jamul-Dulzura Union Elementary
San Diego	Julian Union Elementary
San Diego	Julian Union High
San Diego	Lakeside Union Elementary
San Diego	La Mesa-Spring Valley
San Diego	Lemon Grove
San Diego	Mountain Empire Unified
San Diego	National Elementary
San Diego	Poway Unified
San Diego	Ramona City Unified
San Diego	Rancho Santa Fe Elementary
San Diego	San Diego Unified
San Diego	San Dieguito Union High
San Diego	San Pasqual Union Elementary
San Diego	Santee
San Diego	San Ysidro Elementary
San Diego	Solana Beach Elementary
San Diego	South Bay Union
San Diego	Spencer Valley Elementary
San Diego	Sweetwater Union High
San Diego	Vallecitos Elementary
San Diego	Vista Unified
San Diego	Carlsbad Unified
San Diego	Oceanside Unified
San Diego	San Marcos Unified
San Diego	San Diego County ROP
San Diego	Warner Unified
San Diego	Valley Center-Pauma Unified
San Diego	SBC - High Tech High
San Diego	Bonsall Unified
San Francisco	San Francisco Unified
San Francisco	San Francisco County ROP

San Joaquin	Banta Elementary
San Joaquin	Escalon Unified
San Joaquin	Jefferson Elementary
San Joaquin	Lincoln Unified
San Joaquin	Linden Unified
San Joaquin	Lodi Unified
San Joaquin	Manteca Unified
San Joaquin	New Hope Elementary
San Joaquin	New Jerusalem Elementary
San Joaquin	Oak View Union Elementary
San Joaquin	Ripon Unified
San Joaquin	Stockton Unified
San Joaquin	San Joaquin County ROP
San Joaquin	Tracy Joint Unified
San Joaquin	Lammersville Joint Unified
San Luis Obispo	Atascadero Unified
San Luis Obispo	Cayucos Elementary
San Luis Obispo	Lucia Mar Unified
San Luis Obispo	Pleasant Valley Joint Union Elementary
San Luis Obispo	San Luis Coastal Unified
San Luis Obispo	San Miguel Joint Union
San Luis Obispo	Shandon Joint Unified
San Luis Obispo	Templeton Unified
San Luis Obispo	Paso Robles Joint Unified
San Luis Obispo	Coast Unified
San Mateo	Bayshore Elementary
San Mateo	Belmont-Redwood Shores Elementary
San Mateo	Brisbane Elementary
San Mateo	Burlingame Elementary
San Mateo	Cabrillo Unified
San Mateo	Hillsborough City Elementary
San Mateo	Jefferson Elementary
San Mateo	Jefferson Union High
San Mateo	Pacifica
San Mateo	La Honda-Pescadero Unified
San Mateo	Las Lomas Elementary
San Mateo	Menlo Park City Elementary
San Mateo	Millbrae Elementary
San Mateo	Portola Valley Elementary
San Mateo	Ravenswood City Elementary
San Mateo	Redwood City Elementary
San Mateo	San Bruno Park Elementary

San Mateo San Carlos Elementary  
 San Mateo San Mateo-Foster City San  
 Mateo San Mateo Union High San  
 Mateo Sequoia Union High  
 San Mateo South San Francisco Unified  
 San Mateo Woodside Elementary  
 San Mateo San Mateo County ROP  
 Santa Barbara Ballard Elementary  
 Santa Barbara Blochman Union Elementary  
 Santa Barbara Santa Maria-Bonita  
 Santa Barbara Buellton Union Elementary  
 Santa Barbara Carpinteria Unified  
 Santa Barbara Cold Spring Elementary  
 Santa Barbara College Elementary  
 Santa Barbara Goleta Union Elementary  
 Santa Barbara Guadalupe Union Elementary  
 Santa Barbara Hope Elementary  
 Santa Barbara Lompoc Unified  
 Santa Barbara Los Olivos Elementary  
 Santa Barbara Montecito Union Elementary  
 Santa Barbara Orcutt Union Elementary  
 Santa Barbara Santa Maria Joint Union High  
 Santa Barbara Santa Ynez Valley Union High  
 Santa Barbara Solvang Elementary  
 Santa Barbara Vista del Mar Union  
 Santa Barbara Santa Barbara County ROP  
 Santa Barbara Cuyama Joint Unified  
 Santa Barbara Santa Barbara Unified  
 Santa Clara Alum Rock Union Elementary  
 Santa Clara Berryessa Union Elementary  
 Santa Clara Cambrian  
 Santa Clara Campbell Union  
 Santa Clara Campbell Union High  
 Santa Clara Cupertino Union  
 Santa Clara East Side Union High  
 Santa Clara Evergreen Elementary  
 Santa Clara Franklin-McKinley Elementary  
 Santa Clara Fremont Union High  
 Santa Clara Gilroy Unified  
 Santa Clara Lakeside Joint  
 Santa Clara Loma Prieta Joint Union Elementary  
 Santa Clara Los Altos Elementary

Santa Clara	Los Gatos Union Elementary
Santa Clara	Los Gatos-Saratoga Joint Union High
Santa Clara	Luther Burbank
Santa Clara	Moreland
Santa Clara	Morgan Hill Unified
Santa Clara	Mountain View Whisman
Santa Clara	Mountain View-Los Altos Union High
Santa Clara	Mount Pleasant Elementary
Santa Clara	Oak Grove Elementary
Santa Clara	Orchard Elementary
Santa Clara	Palo Alto Unified
Santa Clara	San Jose Unified
Santa Clara	Santa Clara Unified
Santa Clara	Saratoga Union Elementary
Santa Clara	Sunnyvale
Santa Clara	Union Elementary
Santa Clara	Milpitas Unified
Santa Clara	Metro Education
Santa Clara	Santa Clara County ROP
Santa Clara	North County Regional Occupational Center/Program (ROC/P)
Santa Cruz	Bonny Doon Union Elementary
Santa Cruz	Happy Valley Elementary
Santa Cruz	Live Oak Elementary
Santa Cruz	Mountain Elementary
Santa Cruz	Pacific Elementary
Santa Cruz	Pajaro Valley Unified
Santa Cruz	San Lorenzo Valley Unified
Santa Cruz	Santa Cruz City Elementary
Santa Cruz	Santa Cruz City High
Santa Cruz	Soquel Union Elementary
Santa Cruz	Santa Cruz County ROP
Santa Cruz	Scotts Valley Unified
Shasta	Anderson Union High
Shasta	Bella Vista Elementary
Shasta	Black Butte Union Elementary
Shasta	Cascade Union Elementary
Shasta	Castle Rock Union Elementary
Shasta	Columbia Elementary
Shasta	Cottonwood Union Elementary
Shasta	Enterprise Elementary
Shasta	Fall River Joint Unified
Shasta	French Gulch-Whiskeytown Elementary



Shasta	Grant Elementary
Shasta	Happy Valley Union Elementary
Shasta	Igo, Ono, Platina Union Elementary
Shasta	Indian Springs Elementary
Shasta	Junction Elementary
Shasta	Millville Elementary
Shasta	North Cow Creek Elementary
Shasta	Oak Run Elementary
Shasta	Pacheco Union Elementary
Shasta	Redding Elementary
Shasta	Shasta Union Elementary
Shasta	Shasta Union High
Shasta	Whitmore Union Elementary
Shasta	Mountain Union Elementary
Shasta	Shasta-Trinity ROP
Shasta	Gateway Unified
Sierra	Sierra-Plumas Joint Unified
Sierra	William (R) Rouse ROP
Siskiyou	Big Springs Union Elementary
Siskiyou	Bogus Elementary
Siskiyou	Butteville Union Elementary
Siskiyou	Delphic Elementary
Siskiyou	Dunsmuir Elementary
Siskiyou	Dunsmuir Joint Union High
Siskiyou	Forks of Salmon Elementary
Siskiyou	Gazelle Union Elementary
Siskiyou	Grenada Elementary
Siskiyou	Happy Camp Union Elementary
Siskiyou	Hornbrook Elementary
Siskiyou	Junction Elementary
Siskiyou	Klamath River Union Elementary
Siskiyou	Little Shasta Elementary
Siskiyou	McCloud Union Elementary
Siskiyou	Montague Elementary
Siskiyou	Mt. Shasta Union Elementary
Siskiyou	Seiad Elementary
Siskiyou	Siskiyou Union High
Siskiyou	Weed Union Elementary
Siskiyou	Willow Creek Elementary
Siskiyou	Yreka Union Elementary
Siskiyou	Yreka Union High
Siskiyou	Butte Valley Unified

Siskiyou	Siskiyou ROP
Siskiyou	Scott Valley Unified
Solano	Benicia Unified
Solano	Dixon Unified
Solano	Fairfield-Suisun Unified
Solano	Travis Unified
Solano	Vacaville Unified
Solano	Vallejo City Unified
Sonoma	Alexander Valley Union Elementary
Sonoma	West Sonoma County Union High
Sonoma	Bellevue Union
Sonoma	Bennett Valley Union Elementary
Sonoma	Cinnabar Elementary
Sonoma	Cloverdale Unified
Sonoma	Dunham Elementary
Sonoma	Forestville Union Elementary
Sonoma	Fort Ross Elementary
Sonoma	Geyserville Unified
Sonoma	Gravenstein Union Elementary
Sonoma	Guerneville Elementary
Sonoma	Harmony Union Elementary
Sonoma	Horicon Elementary
Sonoma	Kenwood
Sonoma	Liberty Elementary
Sonoma	Mark West Union Elementary
Sonoma	Monte Rio Union Elementary
Sonoma	Montgomery Elementary
Sonoma	Oak Grove Union Elementary
Sonoma	Old Adobe Union
Sonoma	Petaluma City Elementary
Sonoma	Petaluma Joint Union High
Sonoma	Piner-Olivet Union Elementary
Sonoma	Kashia Elementary
Sonoma	Rincon Valley Union Elementary
Sonoma	Roseland
Sonoma	Santa Rosa Elementary
Sonoma	Santa Rosa High
Sonoma	Sebastopol Union Elementary
Sonoma	Sonoma Valley Unified
Sonoma	Twin Hills Union Elementary
Sonoma	Two Rock Union
Sonoma	Waugh Elementary

Sonoma	West Side Union Elementary
Sonoma	Wilmar Union Elementary
Sonoma	Wright Elementary
Sonoma	Cotati-Rohnert Park Unified
Sonoma	Sonoma County ROP
Sonoma	Windsor Unified
Sonoma	Healdsburg Unified
Stanislaus	Ceres Unified
Stanislaus	Chatom Union
Stanislaus	Denair Unified
Stanislaus	Empire Union Elementary
Stanislaus	Gratton Elementary
Stanislaus	Hart-Ransom Union Elementary
Stanislaus	Hickman Community Charter
Stanislaus	Keyes Union
Stanislaus	Knights Ferry Elementary
Stanislaus	Modesto City Elementary
Stanislaus	Modesto City High
Stanislaus	Paradise Elementary
Stanislaus	Patterson Joint Unified
Stanislaus	Roberts Ferry Union Elementary
Stanislaus	Salida Union Elementary
Stanislaus	Shiloh Elementary
Stanislaus	Stanislaus Union Elementary
Stanislaus	Sylvan Union Elementary
Stanislaus	Valley Home Joint Elementary
Stanislaus	Newman-Crows Landing Unified
Stanislaus	Yosemite ROP
Stanislaus	Hughson Unified
Stanislaus	Riverbank Unified
Stanislaus	Oakdale Joint Unified
Stanislaus	Waterford Unified
Stanislaus	Turlock Unified
Sutter	Brittan Elementary
Sutter	Browns Elementary
Sutter	East Nicolaus Joint Union High
Sutter	Franklin Elementary
Sutter	Live Oak Unified
Sutter	Marcum-Illinois Union Elementary
Sutter	Meridian Elementary
Sutter	Nuestro Elementary
Sutter	Pleasant Grove Joint Union

Sutter	Sutter Union High
Sutter	Winship-Robbins
Sutter	Yuba City Unified
Sutter	Tri-County ROP
Tehama	Antelope Elementary
Tehama	Corning Union Elementary
Tehama	Corning Union High
Tehama	Elkins Elementary
Tehama	Evergreen Union
Tehama	Flournoy Union Elementary
Tehama	Gerber Union Elementary
Tehama	Kirkwood Elementary
Tehama	Lassen View Union Elementary
Tehama	Los Molinos Unified
Tehama	Red Bluff Union Elementary
Tehama	Red Bluff Joint Union High
Tehama	Reeds Creek Elementary
Tehama	Richfield Elementary
Tehama	Tehama County ROP
Trinity	Burnt Ranch Elementary
Trinity	Coffee Creek Elementary
Trinity	Douglas City Elementary
Trinity	Junction City Elementary
Trinity	Lewiston Elementary
Trinity	Trinity Center Elementary
Trinity	Southern Trinity Joint Unified
Trinity	Mountain Valley Unified
Trinity	Trinity Alps Unified
Tulare	Allensworth Elementary
Tulare	Alpaugh Unified
Tulare	Alta Vista Elementary
Tulare	Buena Vista Elementary
Tulare	Burton Elementary
Tulare	Columbine Elementary
Tulare	Cutler-Orosi Joint Unified
Tulare	Ducor Union Elementary
Tulare	Earlimart Elementary
Tulare	Hope Elementary
Tulare	Hot Springs Elementary
Tulare	Kings River Union Elementary
Tulare	Liberty Elementary
Tulare	Lindsay Unified

Tulare	Monson-Sultana Joint Union Elementary
Tulare	Oak Valley Union Elementary
Tulare	Outside Creek Elementary
Tulare	Palo Verde Union Elementary
Tulare	Pixley Union Elementary
Tulare	Pleasant View Elementary
Tulare	Richgrove Elementary
Tulare	Rockford Elementary
Tulare	Saucelito Elementary
Tulare	Sequoia Union Elementary
Tulare	Springville Union Elementary
Tulare	Stone Corral Elementary
Tulare	Strathmore Union Elementary
Tulare	Sundale Union Elementary
Tulare	Sunnyside Union Elementary
Tulare	Terra Bella Union Elementary
Tulare	Three Rivers Union Elementary
Tulare	Tipton Elementary
Tulare	Traver Joint Elementary
Tulare	Tulare City
Tulare	Tulare Joint Union High
Tulare	Visalia Unified
Tulare	Waukena Joint Union Elementary
Tulare	Woodville Union Elementary
Tulare	Farmersville Unified
Tulare	Porterville Unified
Tulare	Dinuba Unified
Tulare	Woodlake Unified
Tulare	Exeter Unified
Tuolumne	Belleview Elementary
Tuolumne	Columbia Union
Tuolumne	Curtis Creek Elementary
Tuolumne	Jamestown Elementary
Tuolumne	Sonora Elementary
Tuolumne	Sonora Union High
Tuolumne	Soulsbyville Elementary
Tuolumne	Summerville Elementary
Tuolumne	Summerville Union High
Tuolumne	Twain Harte
Tuolumne	Big Oak Flat-Groveland Unified
Ventura	Briggs Elementary
Ventura	Fillmore Unified

Ventura	Hueneme Elementary
Ventura	Mesa Union Elementary
Ventura	Mupu Elementary
Ventura	Ocean View
Ventura	Ojai Unified
Ventura	Oxnard
Ventura	Oxnard Union High
Ventura	Pleasant Valley
Ventura	Rio Elementary
Ventura	Santa Clara Elementary
Ventura	Simi Valley Unified
Ventura	Somis Union
Ventura	Ventura Unified
Ventura	Conejo Valley Unified
Ventura	Oak Park Unified
Ventura	Moorpark Unified
Ventura	Ventura County ROP
Ventura	Santa Paula Unified
Yolo	Davis Joint Unified
Yolo	Esparto Unified
Yolo	Washington Unified
Yolo	Winters Joint Unified
Yolo	Woodland Joint Unified
Yolo	Yolo County ROP
Yuba	Camptonville Elementary
Yuba	Marysville Joint Unified
Yuba	Plumas Lake Elementary
Yuba	Wheatland
Yuba	Wheatland Union High

**Directly Funded Charter Schools**

<u>County</u>	<u>Charter Scshool</u>
Alameda	Envision Academy for Arts & Technology
Alameda	Yu Ming Charter
Alameda	Urban Montessori Charter
Alameda	Oakland Unity Middle
Alameda	Connecting Waters Charter - East Bay
Alameda	Cox Academy
Alameda	Lazear Charter Academy
Alameda	Nea Community Learning Center
Alameda	The Academy of Alameda
Alameda	Alameda Community Learning Center
Alameda	The Academy of Alameda Elementary

Alameda	REALM Charter Middle
Alameda	REALM Charter High
Alameda	Leadership Public Schools - Hayward
Alameda	Impact Academy of Arts & Technology
Alameda	Golden Oak Montessori of Hayward
Alameda	Knowledge Enlightens You (KEY) Academy
Alameda	Silver Oak High Public Montessori Charter
Alameda	Oakland Unity High
Alameda	East Oakland Leadership Academy
Alameda	Bay Area Technology
Alameda	Lighthouse Community Charter High
Alameda	Aspire Berkley Maynard Academy
Alameda	Achieve Academy
Alameda	American Indian Public High
Alameda	American Indian Model Schools
Alameda	Conservatory of Vocal/Instrumental Arts
Alameda	Oakland Charter High
Alameda	KIPP Bridge Academy
Alameda	ARISE High
Alameda	Civicorps Corpsmember Academy
Alameda	Learning Without Limits
Alameda	Aspire Golden State College Preparatory Academy
Alameda	Aspire ERES Academy
Alameda	Vincent Academy
Alameda	LPS Oakland R & D Campus
Alameda	Aspire College Academy
Alameda	Epic Charter
Alameda	Downtown Charter Academy
Alameda	East Bay Innovation Academy
Alameda	Oakland Military Institute, College Preparatory Academy
Alameda	Lighthouse Community Charter
Alameda	Aspire Lionel Wilson College Preparatory Academy
Alameda	Aspire Triumph Technology Academy
Alameda	Roses in Concrete
Alameda	Francophone Charter School of Oakland
Alameda	Conservatory of Vocal/Instrumental Arts High
Alameda	Lodestar: A Lighthouse Community Charter Public
Alameda	Oakland School for the Arts
Alameda	Oakland Charter Academy
Alameda	American Indian Public Charter
Alameda	Aspire Monarch Academy
Alameda	North Oakland Community Charter
Alameda	ASCEND
Alameda	KIPP Summit Academy
Alameda	KIPP King Collegiate High
Butte	CORE Butte Charter
Butte	Nord Country
Butte	Forest Ranch Charter

Butte	Sherwood Montessori
Butte	Wildflower Open Classroom
Butte	Chico Country Day
Butte	Blue Oak Charter
Butte	Ipakanni Early College Charter
Butte	Pivot Charter School North Valley
Butte	STREAM Charter
Butte	Achieve Charter School of Paradise Inc.
Butte	HomeTech Charter
Butte	Paradise Charter Middle
Butte	Children's Community Charter
Contra Costa	Making Waves Academy
Contra Costa	Caliber: Beta Academy
Contra Costa	Summit Public School K2
Contra Costa	Contra Costa School of Performing Arts
Contra Costa	Clayton Valley Charter High
Contra Costa	Antioch Charter Academy II
Contra Costa	Antioch Charter Academy
Contra Costa	Vista Oaks Charter
Contra Costa	Leadership Public Schools: Richmond
Contra Costa	Richmond College Preparatory
Contra Costa	Richmond Charter Academy
Contra Costa	Richmond Charter Elementary-Benito Juarez
Contra Costa	Aspire Richmond Ca. College Preparatory Academy
Contra Costa	Aspire Richmond Technology Academy
Contra Costa	John Henry High
Contra Costa	Summit Public School: Tamalpais
Contra Costa	Manzanita Middle
Contra Costa	Rocketship Futuro Academy
Del Norte	Uncharted Shores Academy
El Dorado	California Montessori Project-Shingle Springs Campus
El Dorado	Rising Sun Montessori
El Dorado	Clarksville Charter
El Dorado	Camino Science and Natural Resources Charter
Fresno	Crescent View West Charter
Fresno	Hume Lake Charter
Fresno	Big Picture Educational Academy
Fresno	Edison-Bethune Charter Academy
Fresno	Aspen Valley Preparatory Academy
Fresno	Sierra Charter
Fresno	University High
Fresno	Kepler Neighborhood
Fresno	Aspen Meadow Public
Fresno	School of Unlimited Learning
Fresno	Carter G. Woodson Public Charter
Fresno	California Virtual Academy @ Fresno
Fresno	Compass Charter Schools of Fresno
Fresno	Ambassador Phillip V. Sanchez Public Charter



Fresno	Crescent View South Charter
Fresno	Inspire Charter Schools - Central
Fresno	W. E. B. DuBois Public Charter
Glenn	Walden Academy
Humboldt	Northcoast Preparatory and Performing Arts Academy
Humboldt	Fuente Nueva Charter
Humboldt	Union Street Charter
Humboldt	Redwood Coast Montessori
Humboldt	Coastal Grove Charter
Humboldt	Laurel Tree Charter
Humboldt	Alder Grove Charter
Humboldt	Pacific View Charter 2.0
Humboldt	Redwood Preparatory Charter
Imperial	Ballington Academy for the Arts and Sciences
Imperial	Imagine Schools at Imperial Valley
Inyo	YouthBuild Charter School of California
Inyo	The Education Corps
Inyo	College Bridge Academy
Kern	Wonderful College Prep Academy
Kern	Grimmway Academy
Kern	Wonderful College Prep Academy - Lost Hills
Kern	Grimmway Academy Shafter
Kern	California Virtual Academy @ Maricopa
Kern	Insight School of California
Kern	Peak to Peak Mountain Charter
Kern	Inspire Charter School - Kern
Kern	Ridgecrest Charter
Kings	California Virtual Academy @ Kings
Kings	Kings Valley Academy
Kings	Lemoore Middle College High
Lake	Lake County International Charter
Lake	California Connections Academy @ North Bay
Lassen	Long Valley Charter
Los Angeles	Jardin de la Infancia
Los Angeles	Aspire Antonio Maria Lugo Academy
Los Angeles	Los Angeles International Charter High
Los Angeles	Aspire Ollin University Preparatory Academy
Los Angeles	Magnolia Science Academy 3
Los Angeles	Magnolia Science Academy 2
Los Angeles	Environmental Charter Middle
Los Angeles	Environmental Charter Middle - Inglewood
Los Angeles	Optimist Charter
Los Angeles	Valiente College Preparatory Charter
Los Angeles	Intellectual Virtues Academy
Los Angeles	LA's Promise Charter Middle #1
Los Angeles	Alma Fuerte Public
Los Angeles	LA's Promise Charter High #1
Los Angeles	Animo City of Champions Charter High

Los Angeles Odyssey Charter  
 Los Angeles Magnolia Science Academy  
 Los Angeles Desert Sands Charter  
 Los Angeles Opportunities For Learning - Baldwin Park II  
 Los Angeles Opportunities for Learning - Baldwin Park  
 Los Angeles Family First Charter  
 Los Angeles New Opportunities Charter  
 Los Angeles Opportunities for Learning - Duarte  
 Los Angeles Gorman Learning Center  
 Los Angeles Wilder's Preparatory Academy Charter  
 Los Angeles Wilder's Preparatory Academy Charter Middle Los  
 Angeles Today's Fresh Start Charter School Inglewood Los  
 Angeles ICEF Inglewood Elementary Charter Academy Los  
 Angeles ICEF Inglewood Middle Charter Academy  
 Los Angeles Children of Promise Preparatory Academy  
 Los Angeles Grace Hopper STEM Academy  
 Los Angeles Animo Inglewood Charter High  
 Los Angeles Community Collaborative Virtual - Keppel Partnership Academy  
 Los Angeles Life Source International Charter  
 Los Angeles iLEAD Lancaster Charter  
 Los Angeles Environmental Charter High  
 Los Angeles Lennox Mathematics, Science and Technology Academy  
 Los Angeles Century Community Charter  
 Los Angeles Century Academy for Excellence  
 Los Angeles Animo Leadership High  
 Los Angeles Intellectual Virtues Academy of Long Beach  
 Los Angeles Clear Passage Educational Center  
 Los Angeles N.E.W. Academy of Science and Arts  
 Los Angeles Stella Middle Charter Academy  
 Los Angeles High Tech LA  
 Los Angeles Accelerated Charter Elementary  
 Los Angeles Wallis Annenberg High  
 Los Angeles North Valley Military Institute College Preparatory Academy  
 Los Angeles Central City Value  
 Los Angeles KIPP Los Angeles College Preparatory  
 Los Angeles View Park Preparatory Accelerated High  
 Los Angeles KIPP Academy of Opportunity  
 Los Angeles Crenshaw Arts-Technology Charter High  
 Los Angeles Oscar De La Hoya Animo Charter High  
 Los Angeles Renaissance Arts Academy  
 Los Angeles Ocean Charter  
 Los Angeles PUC Milagro Charter  
 Los Angeles Animo South Los Angeles Charter  
 Los Angeles PUC Lakeview Charter Academy  
 Los Angeles N.E.W. Academy Canoga Park  
 Los Angeles New Designs Charter  
 Los Angeles Ivy Academia  
 Los Angeles Synergy Charter Academy

Los Angeles	Camino Nuevo Charter High
Los Angeles	Animo Venice Charter High
Los Angeles	Animo Pat Brown
Los Angeles	Alliance Gertz-Ressler Richard Merkin 6-12 Complex
Los Angeles	Bert Corona Charter
Los Angeles	Port of Los Angeles High
Los Angeles	CHAMPS - Charter HS of Arts-Multimedia & Performing
Los Angeles	Gabriella Charter
Los Angeles	Alliance Judy Ivie Burton Technology Academy High
Los Angeles	Celerity Nascent Charter
Los Angeles	Larchmont Charter
Los Angeles	Alliance Collins Family College-Ready High
Los Angeles	James Jordan Middle
Los Angeles	Our Community Charter
Los Angeles	Los Angeles Academy of Arts & Enterprise Charter
Los Angeles	New Heights Charter
Los Angeles	New Village Girls Academy
Los Angeles	Alliance Patti And Peter Neuwirth Leadership Academy
Los Angeles	Alliance Dr. Olga Mohan High
Los Angeles	Alliance Jack H. Skirball Middle
Los Angeles	Animo Ralph Bunche Charter High
Los Angeles	Animo Jackie Robinson High
Los Angeles	Animo Watts College Preparatory Academy
Los Angeles	Alliance Ouchi-O'Donovan 6-12 Complex
Los Angeles	Alliance Marc & Eva Stern Math and Science
Los Angeles	PUC Excel Charter Academy
Los Angeles	Los Feliz Charter School for the Arts
Los Angeles	Gifted Academy of Mathematics and Entrepreneurial Studies
Los Angeles	Bright Star Secondary Charter Academy
Los Angeles	Aspire Junior Collegiate Academy
Los Angeles	Monsenor Oscar Romero Charter Middle
Los Angeles	Global Education Academy
Los Angeles	Fenton Primary Center
Los Angeles	Ivy Bound Academy of Math, Science, and Technology Charter Middle
Los Angeles	Center for Advanced Learning
Los Angeles	Discovery Charter Preparatory School #2
Los Angeles	ICEF Vista Middle Academy
Los Angeles	Alliance Morgan McKinzie High
Los Angeles	APEX Academy
Los Angeles	Alliance Piera Barbaglia Shaheen Health Services Academy
Los Angeles	Alliance Leichtman-Levine Family Foundation Environmental Science
High	
Los Angeles	New Los Angeles Charter
Los Angeles	Magnolia Science Academy 4
Los Angeles	Magnolia Science Academy 5
Los Angeles	Magnolia Science Academy 6
Los Angeles	Magnolia Science Academy 7
Los Angeles	Para Los Niños Middle

Los Angeles Synergy Kinetic Academy  
 Los Angeles KIPP Raices Academy  
 Los Angeles New Millennium Secondary  
 Los Angeles ICEF Vista Elementary Academy  
 Los Angeles ICEF Lou Dantzler Preparatory Academy  
 Los Angeles ICEF Innovation Los Angeles Charter  
 Los Angeles Goethe International Charter  
 Los Angeles Alain Leroy Locke College Preparatory Academy  
 Los Angeles PUC Santa Rosa Charter Academy  
 Los Angeles Equitas Academy Charter  
 Los Angeles Endeavor College Preparatory Charter  
 Los Angeles Valor Academy Middle  
 Los Angeles Alliance College-Ready Middle Academy 4  
 Los Angeles Alliance College-Ready Middle Academy 5  
 Los Angeles New Designs Charter School-Watts  
 Los Angeles Academia Moderna  
 Los Angeles Aspire Titan Academy  
 Los Angeles Watts Learning Center Charter Middle  
 Los Angeles Ararat Charter  
 Los Angeles Ingenium Charter  
 Los Angeles Alliance Cindy and Bill Simon Technology Academy High  
 Los Angeles Alliance Tennenbaum Family Technology High  
 Los Angeles KIPP Empower Academy  
 Los Angeles KIPP Comienza Community Prep  
 Los Angeles Crown Preparatory Academy  
 Los Angeles TEACH Academy of Technologies  
 Los Angeles Animo Jefferson Charter Middle  
 Los Angeles Animo Westside Charter Middle  
 Los Angeles Citizens of the World Charter Hollywood  
 Los Angeles Camino Nuevo Elementary #3  
 Los Angeles PUC Lakeview Charter High  
 Los Angeles Aspire Gateway Academy Charter  
 Los Angeles Aspire Firestone Academy Charter  
 Los Angeles Para Los Niños - Evelyn Thurman Gratts Primary  
 Los Angeles Celerity Octavia Charter  
 Los Angeles Aspire Pacific Academy  
 Los Angeles Vista Charter Middle  
 Los Angeles Magnolia Science Academy Bell  
 Los Angeles Valley Charter Elementary  
 Los Angeles Valley Charter Middle  
 Los Angeles Camino Nuevo Academy #2  
 Los Angeles Alliance Susan and Eric Smidt Technology High  
 Los Angeles Alliance Ted K. Tajima High  
 Los Angeles Arts In Action Community Charter  
 Los Angeles Celerity Palmati Charter  
 Los Angeles Celerity Cardinal Charter  
 Los Angeles Animo Ellen Ochoa Charter Middle  
 Los Angeles Animo James B. Taylor Charter Middle

Los Angeles	Animo Western Charter Middle
Los Angeles	Animo Phillis Wheatley Charter Middle
Los Angeles	Extera Public
Los Angeles	Rise Kohyang Middle
Los Angeles	Synergy Quantum Academy
Los Angeles	Aspire Slauson Academy Charter
Los Angeles	Aspire Juanita Tate Academy Charter
Los Angeles	Aspire Inskeep Academy Charter
Los Angeles	Los Angeles Leadership Primary Academy
Los Angeles	Camino Nuevo Charter Academy #4
Los Angeles	Animo College Preparatory Academy
Los Angeles	Alliance Renee and Meyer Luskin Academy High
Los Angeles	PUC Early College Academy for Leaders and Scholars (ECALS)
Los Angeles	Alliance Margaret M. Bloomfield Technology Academy High
Los Angeles	KIPP Philosophers Academy
Los Angeles	KIPP Scholar Academy
Los Angeles	KIPP Sol Academy
Los Angeles	Ednovate - USC Hybrid High
Los Angeles	Math and Science College Preparatory
Los Angeles	Equitas Academy #2
Los Angeles	Citizens of the World 2
Los Angeles	Citizens of the World 3
Los Angeles	Aspire Centennial College Preparatory Academy
Los Angeles	Alliance Alice M. Baxter College-Ready High
Los Angeles	KIPP Illuminar Academy
Los Angeles	Executive Preparatory Academy of Finance
Los Angeles	Pathways Community
Los Angeles	City Language Immersion Charter
Los Angeles	Valor Academy High
Los Angeles	Camino Nuevo High #2
Los Angeles	PREPA TEC - Los Angeles
Los Angeles	Metro Charter
Los Angeles	Ingenium Charter Middle
Los Angeles	Alliance Leadership Middle Academy
Los Angeles	Lashon Academy
Los Angeles	Alliance College-Ready Middle Academy 8
Los Angeles	Alliance Kory Hunter Middle
Los Angeles	Alliance College-Ready Middle Academy 12
Los Angeles	Global Education Academy Middle
Los Angeles	Extera Public School No. 2
Los Angeles	New Horizons Charter Academy
Los Angeles	Ivy Bound Academy Math, Science, and Technology Charter Middle 2
Los Angeles	KIPP Academy of Innovation
Los Angeles	Animo Mae Jemison Charter Middle
Los Angeles	KIPP Vida Preparatory Academy
Los Angeles	PUC Inspire Charter Academy
Los Angeles	PUC Community Charter Elementary
Los Angeles	TEACH Tech Charter High

Los Angeles	Equitas Academy #3 Charter
Los Angeles	Clemente Charter
Los Angeles	Global Education Academy 2
Los Angeles	Everest Value
Los Angeles	Village Charter Academy
Los Angeles	Community Preparatory Academy
Los Angeles	Fenton STEM Academy: Elementary Center for Science Technology Engineering and Mathematics
Los Angeles	Fenton Charter Leadership Academy
Los Angeles	KIPP Ignite Academy
Los Angeles	KIPP Promesa Prep
Los Angeles	Collegiate Charter High School of Los Angeles
Los Angeles	Summit Preparatory Charter
Los Angeles	Public Policy Charter
Los Angeles	Resolute Academy Charter
Los Angeles	Libertas College Preparatory Charter
Los Angeles	University Preparatory Value High
Los Angeles	Alliance Marine - Innovation and Technology 6-12 Complex
Los Angeles	Bert Corona Charter High
Los Angeles	Ednovate - USC East College Prep
Los Angeles	PUC Triumph Charter Academy and PUC Triumph Charter High
Los Angeles	PUC Nueva Esperanza Charter Academy
Los Angeles	PUC CALS Middle School and Early College High
Los Angeles	Valor Academy Elementary
Los Angeles	New Los Angeles Charter Elementary
Los Angeles	Girls Athletic Leadership School Los Angeles
Los Angeles	Rise Kohyang High
Los Angeles	California Collegiate Charter
Los Angeles	Animo Florence-Firestone Charter Middle
Los Angeles	The City
Los Angeles	Arts in Action Community Middle
Los Angeles	PUC International Preparatory Academy
Los Angeles	Gabriella Charter 2
Los Angeles	KIPP Corazon Academy
Los Angeles	Crete Academy
Los Angeles	WISH Academy High
Los Angeles	Ednovate - USC Esperanza College Prep
Los Angeles	Ednovate - USC College Prep, Pico-Union/Westlake Campus
Los Angeles	Birmingham Community Charter High
Los Angeles	El Camino Real Charter High
Los Angeles	Granada Hills Charter High
Los Angeles	Palisades Charter High
Los Angeles	Los Angeles Leadership Academy
Los Angeles	Fenton Avenue Charter
Los Angeles	Montague Charter Academy
Los Angeles	Pacoima Charter Elementary
Los Angeles	Santa Monica Boulevard Community Charter
Los Angeles	Vaughn Next Century Learning Center

Los Angeles	Accelerated
Los Angeles	Watts Learning Center
Los Angeles	PUC Community Charter Middle and PUC Community Charter Early
College High	
Los Angeles	View Park Preparatory Accelerated Charter
Los Angeles	Camino Nuevo Charter Academy
Los Angeles	Multicultural Learning Center
Los Angeles	CHIME Institute's Schwarzenegger Community
Los Angeles	Downtown Value
Los Angeles	Puente Charter
Los Angeles	Para Los Niños Charter
Los Angeles	View Park Preparatory Accelerated Charter Middle
Los Angeles	Antelope Valley Learning Academy
Los Angeles	Palmdale Aerospace Academy
Los Angeles	Guidance Charter
Los Angeles	Aveson Global Leadership Academy
Los Angeles	Aveson School of Leaders
Los Angeles	Pasadena Rosebud Academy
Los Angeles	Learning Works
Los Angeles	California Virtual Academy @ Los Angeles
Los Angeles	San Jose Charter Academy
Los Angeles	Mission View Public
Los Angeles	Santa Clarita Valley International
Los Angeles	Opportunities for Learning - Santa Clarita
Los Angeles	Today's Fresh Start-Compton
Los Angeles	Celerity Achernar Charter
Los Angeles	iQ Academy California-Los Angeles
Los Angeles	Options for Youth San Gabriel
Los Angeles	Assurance Learning Academy
Los Angeles	SCALE Leadership Academy
Los Angeles	Inspire Charter School
Los Angeles	Valiant Academy of Los Angeles
Los Angeles	Albert Einstein Academy for Letters, Arts & Sciences - Agua Dulce
Partnership Academy	
Los Angeles	SIATech Academy South
Los Angeles	Method Schools K-8
Los Angeles	Method Schools High
Los Angeles	iLEAD Hybrid
Los Angeles	Albert Einstein Academy for Letters, Arts and Sciences-STEAM
Los Angeles	Community Collaborative Charter
Los Angeles	Albert Einstein Academy for Letters, Arts & Sciences - Odyssey
Los Angeles	Pathways Academy Charter School Adult Education
Los Angeles	Empower Generations
Los Angeles	Compass Charter Schools of Los Angeles
Los Angeles	New West Charter
Los Angeles	School of Arts and Enterprise
Los Angeles	Lifeline Education Charter
Los Angeles	Barack Obama Charter

Los Angeles	Da Vinci Science
Los Angeles	Da Vinci Design
Los Angeles	Da Vinci Innovation Academy
Los Angeles	Da Vinci Communications High
Los Angeles	Anahuacalmecac International University Preparatory of North America
Los Angeles	Academia Avance Charter
Los Angeles	Prepa Tec Los Angeles High
Madera	Yosemite-Wawona Elementary Charter
Madera	Sherman Thomas Charter
Madera	Ezequiel Tafoya Alvarado Academy
Madera	Sherman Thomas Charter High
Madera	Glacier High School Charter
Madera	Mountain Home Charter (Alternative)
Marin	Novato Charter
Marin	Willow Creek Academy
Mariposa	Sierra Foothill Charter
Mendocino	Pacific Community Charter
Mendocino	Three Rivers Charter
Mendocino	Eel River Charter
Mendocino	River Oak Charter
Mendocino	Redwood Academy of Ukiah
Mendocino	Accelerated Achievement Academy
Mendocino	Tree of Life Charter
Mendocino	La Vida Charter
Mendocino	Willits Elementary Charter
Mendocino	Willits Charter
Monterey	Monterey Bay Charter
Monterey	Bay View Academy
Monterey	Millennium Charter High
Monterey	Oasis Charter Public
Monterey	Uplift Monterey
Monterey	Uplift California South Charter
Monterey	Uplift California North Charter
Monterey	Learning for Life Charter
Monterey	International School of Monterey
Monterey	Big Sur Charter
Napa	Stone Bridge
Nevada	Nevada City School of the Arts
Nevada	Sierra Montessori Academy
Nevada	EPIC de Cesar Chavez
Nevada	John Muir Charter Schools
Nevada	Sierra Academy of Expeditionary Learning
Orange	Samueli Academy
Orange	Vista Heritage Charter Middle
Orange	Oxford Preparatory Academy - Saddleback Valley
Orange	USC College Prep Santa Ana Campus
Orange	Orange County Academy of Sciences and Arts
Orange	Scholarship Prep Charter



Orange	Orange County Workforce Innovation High
Orange	Citrus Springs Charter
Orange	GOALS Academy
Orange	Capistrano Connections Academy
Orange	Community Roots Academy
Orange	Oxford Preparatory Academy - South Orange County
Orange	Journey
Orange	Opportunities for Learning - Capistrano
Orange	Kinetic Academy
Orange	Santiago Middle
Orange	Edward B. Cole Academy
Orange	Nova Academy
Orange	Orange County Educational Arts Academy
Orange	OCSA
Orange	El Sol Santa Ana Science and Arts Academy
Orange	Magnolia Science Academy Santa Ana
Placer	CORE Placer Charter
Placer	John Adams Academy
Placer	Creekside Charter
Placer	Harvest Ridge Cooperative Charter/Placer Academy
Placer	Squaw Valley Preparatory
Placer	Rocklin Academy Gateway
Placer	Sierra Expeditionary Learning
Placer	Partnerships for Student-Centered Learning
Placer	Horizon Charter
Placer	Rocklin Academy at Meyers Street
Placer	Maria Montessori Charter Academy
Placer	Western Sierra Collegiate Academy
Placer	Rocklin Academy
Plumas	Plumas Charter
Riverside	River Springs Charter
Riverside	Imagine Schools, Riverside County
Riverside	Gateway College and Career Academy
Riverside	Highland Academy
Riverside	Santa Rosa Academy
Riverside	Excel Prep Charter - IE
Riverside	REACH Leadership STEAM Academy
Riverside	Encore High School for the Arts - Riverside
Riverside	San Jacinto Valley Academy
Riverside	NOVA Academy - Coachella
Riverside	Sycamore Academy of Science and Cultural Arts
Riverside	Temecula Preparatory
Riverside	Temecula Valley Charter
Riverside	Baypoint Preparatory Academy
Sacramento	California Montessori Project - Elk Grove Campus
Sacramento	Delta Elementary Charter
Sacramento	Paseo Grande Charter
Sacramento	St. HOPE Public School 7

Sacramento Sol Aureus College Preparatory  
 Sacramento Sacramento Charter High  
 Sacramento Aspire Capitol Heights Academy  
 Sacramento The Language Academy of Sacramento  
 Sacramento California Montessori Project - Capitol Campus  
 Sacramento Yav Pem Suab Academy - Preparing for the Future Charter  
 Sacramento Capitol Collegiate Academy  
 Sacramento Oak Park Preparatory Academy  
 Sacramento Growth Public  
 Sacramento California Montessori Project-San Juan Campus  
 Sacramento Golden Valley River  
 Sacramento Aspire Alexander Twilight College Preparatory Academy  
 Sacramento Aspire Alexander Twilight Secondary Academy  
 Sacramento Gateway International  
 Sacramento Golden Valley Orchard  
 Sacramento Atkinson Academy Charter  
 Sacramento Options for Youth-San Juan  
 Sacramento Natomas Charter  
 Sacramento Community Outreach Academy  
 Sacramento Futures High  
 Sacramento Heritage Peak Charter  
 Sacramento Community Collaborative Charter  
 Sacramento Higher Learning Academy  
 Sacramento SAVA: Sacramento Academic and Vocational Academy  
 Sacramento Highlands Community Charter  
 Sacramento Paramount Collegiate Academy  
 San Benito Hollister Prep  
 San Bernardino Norton Science and Language Academy  
 San Bernardino Desert Trails Preparatory Academy  
 San Bernardino Taylion High Desert Academy/Adelanto  
 San Bernardino Oxford Preparatory Academy - Chino Valley  
 San Bernardino Alta Vista South Public Charter  
 San Bernardino Community Collaborative Virtual - Sage Oak Charter  
 San Bernardino Mojave River Academy  
 San Bernardino Grove  
 San Bernardino ASA Charter  
 San Bernardino Public Safety Academy  
 San Bernardino Casa Ramona Academy for Technology, Community, and Education  
 San Bernardino SOAR Charter Academy  
 San Bernardino New Vision Middle  
 San Bernardino Options for Youth-San Bernardino  
 San Bernardino Excel Prep Charter  
 San Bernardino Hardy Brown College Prep  
 San Bernardino Taft T. Newman Leadership Academy  
 San Bernardino Woodward Leadership Academy  
 San Bernardino Ballington Academy for the Arts and Sciences - San Bernardino  
 San Bernardino Provisional Accelerated Learning Academy  
 San Bernardino California STEAM San Bernardino

San Bernardino Options for Youth-Victorville Charter  
 San Bernardino Excelsior Charter  
 San Bernardino Inland Leaders Charter  
 San Bernardino Summit Leadership Academy-High Desert  
 San Bernardino Pathways to College  
 San Bernardino Mirus Secondary  
 San Bernardino Encore Jr./Sr. High School for the Performing and Visual Arts  
 San Bernardino LaVerne Elementary Preparatory Academy  
 San Bernardino Sky Mountain Charter  
 San Bernardino Academy for Academic Excellence  
 San Diego Literacy First Charter  
 San Diego Juan Bautista de Anza  
 San Diego Diego Springs Academy  
 San Diego San Diego Workforce Innovation High  
 San Diego EJE Elementary Academy Charter  
 San Diego EJE Middle Academy  
 San Diego Leonardo da Vinci Health Sciences Charter  
 San Diego Howard Gardner Community Charter  
 San Diego Feaster (Mae L.) Charter  
 San Diego Mueller Charter (Robert L.)  
 San Diego Discovery Charter  
 San Diego Chula Vista Learning Community Charter  
 San Diego Arroyo Vista Charter  
 San Diego Diego Hills Charter  
 San Diego The Heights Charter  
 San Diego Community Montessori Charter  
 San Diego MethodSchools  
 San Diego Valiant Academy of Southern California  
 San Diego Inspire Charter School - South  
 San Diego Dehesa Charter  
 San Diego Heritage K-8 Charter  
 San Diego Epiphany Prep Charter  
 San Diego Classical Academy  
 San Diego Classical Academy High  
 San Diego Escondido Charter High  
 San Diego Steele Canyon High  
 San Diego Helix High  
 San Diego Greater San Diego Academy  
 San Diego Diego Valley Charter  
 San Diego Harbor Springs Charter  
 San Diego Julian Charter  
 San Diego National University Academy  
 San Diego River Valley Charter  
 San Diego Barona Indian Charter  
 San Diego San Diego Neighborhood Homeschools  
 San Diego College Preparatory Middle  
 San Diego San Diego Virtual  
 San Diego Pivot Charter School - San Diego

San Diego	Compass Charter Schools of San Diego
San Diego	County Collaborative Charter
San Diego	Integrity Charter
San Diego	High Tech Middle
San Diego	KIPP Adelante Preparatory Academy
San Diego	High Tech High International
San Diego	Learning Choice Academy
San Diego	High Tech Middle Media Arts
San Diego	Iftin Charter
San Diego	High Tech High Media Arts
San Diego	King-Chavez Arts Academy
San Diego	King-Chavez Athletics Academy
San Diego	Magnolia Science Academy San Diego
San Diego	Albert Einstein Academy Charter Middle
San Diego	King-Chavez Preparatory Academy
San Diego	Health Sciences High
San Diego	Arroyo Paseo Charter High
San Diego	Innovations Academy
San Diego	King-Chavez Community High
San Diego	Gompers Preparatory Academy
San Diego	Evangeline Roberts Institute of Learning
San Diego	SD Global Vision Academy
San Diego	School for Entrepreneurship and Technology
San Diego	Old Town Academy K-8 Charter
San Diego	America's Finest Charter
San Diego	City Heights Preparatory Charter
San Diego	Epiphany Prep Charter
San Diego	Kavod Elementary Charter
San Diego	e3 Civic High
San Diego	San Diego Cooperative Charter School 2
San Diego	Health Sciences Middle
San Diego	Laurel Preparatory Academy
San Diego	Empower Charter
San Diego	Elevate Elementary
San Diego	High Tech Elementary
San Diego	Ingenuity Charter
San Diego	Charter School of San Diego
San Diego	Preuss School UCSD
San Diego	High Tech High
San Diego	Audeo Charter
San Diego	Darnall Charter
San Diego	Keiller Leadership Academy
San Diego	Harriet Tubman Village Charter
San Diego	King-Chavez Primary Academy
San Diego	The O'Farrell Charter
San Diego	McGill School of Success
San Diego	Museum
San Diego	Holly Drive Leadership Academy

San Diego High Tech Elementary Explorer  
 San Diego San Diego Cooperative Charter  
 San Diego King-Chavez Academy of Excellence  
 San Diego Albert Einstein Academy Charter Elementary  
 San Diego Insight @ San Diego  
 San Diego California Virtual Academy @ San Diego  
 San Diego Hawking S.T.E.A.M. Charter  
 San Diego Hawking S.T.E.A.M. Charter School 2  
 San Diego MAAC Community Charter  
 San Diego Taylion San Diego Academy  
 San Diego SIATech  
 San Diego North County Trade Tech High  
 San Diego Guajome Learning Center  
 San Diego Bella Mente Montessori Academy  
 San Diego Guajome Park Academy Charter  
 San Diego Pacific View Charter  
 San Diego Bayshore Preparatory Charter  
 San Diego All Tribes Elementary Charter  
 San Diego California Pacific Charter Schools - San Diego  
 San Diego All Tribes Charter  
 San Diego High Tech High Chula Vista  
 San Diego High Tech High North County  
 San Diego High Tech Middle North County  
 San Diego High Tech Middle Chula Vista  
 San Diego High Tech Elementary Chula Vista  
 San Diego High Tech Elementary North County  
 San Diego Pathways Academy Charter  
 San Diego Thrive Public  
 San Diego Audeo Charter II  
 San Diego Grossmont Secondary Charter  
 San Francisco KIPP Bayview Academy  
 San Francisco KIPP San Francisco Bay Academy  
 San Francisco Five Keys Charter (SF Sheriff's)  
 San Francisco City Arts and Tech High  
 San Francisco Five Keys Adult School (SF Sheriff's)  
 San Francisco Five Keys Independence HS (SF Sheriff's)  
 San Francisco Gateway Middle  
 San Francisco Mission Preparatory  
 San Francisco KIPP San Francisco College Preparatory  
 San Francisco Leadership High  
 San Francisco Gateway High  
 San Francisco Edison Charter Academy  
 San Francisco Creative Arts Charter  
 San Francisco OnePurpose  
 San Francisco The New School of San Francisco  
 San Joaquin one.Charter  
 San Joaquin San Joaquin Building Futures Academy  
 San Joaquin River Islands Technology Academy II

San Joaquin Venture Academy  
 San Joaquin NextGeneration STEAM Academy  
 San Joaquin Escalon Charter Academy  
 San Joaquin Aspire Benjamin Holt College Preparatory Academy  
 San Joaquin Rio Valley Charter  
 San Joaquin Aspire Benjamin Holt Middle School  
 San Joaquin Aspire Vincent Shalvey Academy  
 San Joaquin Aspire River Oaks Charter  
 San Joaquin Humphreys College Academy of Business, Law and Education  
 San Joaquin California Virtual Academy @ San Joaquin  
 San Joaquin Valley View Charter Prep  
 San Joaquin Insight @ San Joaquin  
 San Joaquin California Connections Academy @ Ripon  
 San Joaquin Aspire Rosa Parks Academy  
 San Joaquin Aspire Port City Academy  
 San Joaquin Dr. Lewis Dolphin Stallworth Sr. Charter  
 San Joaquin Aspire Langston Hughes Academy  
 San Joaquin Stockton Collegiate International Elementary  
 San Joaquin Stockton Collegiate International Secondary  
 San Joaquin Aspire APEX Academy  
 San Joaquin TEAM Charter  
 San Joaquin Primary Charter  
 San Joaquin Millennium Charter  
 San Joaquin Discovery Charter  
 San Luis Obispo Bellevue-Santa Fe Charter  
 San Luis Obispo Almond Acres Charter Academy  
 San Mateo California Virtual Academy @ San Mateo  
 San Mateo Summit Public School: Shasta  
 San Mateo Aspire East Palo Alto Charter  
 San Mateo KIPP Valiant Community Prep  
 San Mateo Connect Community Charter  
 San Mateo KIPP Excelencia Community Preparatory  
 San Mateo Rocketship Redwood City  
 San Mateo San Carlos Charter Learning Center  
 San Mateo Design Tech High  
 San Mateo Summit Preparatory Charter High  
 San Mateo Everest Public High  
 San Mateo East Palo Alto Academy  
 Santa Barbara Family Partnership Home Study Charter  
 Santa Barbara Trivium Charter  
 Santa Barbara Santa Ynez Valley Charter  
 Santa Barbara Manzanita Public Charter  
 Santa Barbara California STEAM Santa Barbara  
 Santa Barbara Uplift California Santa Barbara  
 Santa Barbara Peabody Charter  
 Santa Barbara Adelante Charter  
 Santa Barbara Olive Grove Charter  
 Santa Clara Bullis Charter

Santa Clara	Discovery Charter
Santa Clara	University Preparatory Academy Charter
Santa Clara	Rocketship Mateo Sheedy Elementary
Santa Clara	ACE Empower Academy
Santa Clara	Rocketship Si Se Puede Academy
Santa Clara	Rocketship Los Suenos Academy
Santa Clara	Downtown College Prep - Alum Rock
Santa Clara	Rocketship Discovery Prep
Santa Clara	Summit Public School: Tahoma
Santa Clara	Sunrise Middle
Santa Clara	Rocketship Academy Brilliant Minds
Santa Clara	Rocketship Alma Academy
Santa Clara	Discovery Charter II
Santa Clara	Summit Public School: Denali
Santa Clara	Alpha: Jose Hernandez
Santa Clara	Rocketship Fuerza Community Prep
Santa Clara	Voices College-Bound Language Academy at Morgan Hill
Santa Clara	Spark Charter
Santa Clara	Voices College-Bound Language Academy at Mt. Pleasant
Santa Clara	Rocketship Rising Stars
Santa Clara	KIPP Heartwood Academy
Santa Clara	Alpha: Blanca Alvarado Middle
Santa Clara	Kipp Prize Preparatory Academy
Santa Clara	Escuela Popular/Center for Training and Careers, Family Learning
Santa Clara	KIPP San Jose Collegiate
Santa Clara	Summit Public School: Rainier
Santa Clara	ACE Charter High
Santa Clara	Luis Valdez Leadership Academy
Santa Clara	B. Roberto Cruz Leadership Academy
Santa Clara	Alpha Cindy Avitia High
Santa Clara	Latino College Preparatory Academy
Santa Clara	San Jose Conservation Corps Charter
Santa Clara	Escuela Popular Accelerated Family Learning
Santa Clara	Voices College-Bound Language Academy
Santa Clara	Alpha: Cornerstone Academy Preparatory
Santa Clara	Rocketship Mosaic Elementary
Santa Clara	Rocketship Spark Academy
Santa Clara	KIPP Heritage Academy
Santa Clara	ACE Franklin McKinley
Santa Clara	Gilroy Prep (a Navigator School)
Santa Clara	Charter School of Morgan Hill
Santa Clara	Downtown College Preparatory Middle
Santa Clara	ACE Inspire Academy
Santa Clara	Downtown College Preparatory
Santa Cruz	Ceiba College Preparatory Academy
Santa Cruz	Ocean Grove Charter
Shasta	Chrysalis Charter
Shasta	Redding STEM Academy

Shasta	Redding School of the Arts
Shasta	Cottonwood Creek Charter
Shasta	Monarch Learning Center
Shasta	University Preparatory
Shasta	Shasta Charter Academy
Shasta	Northern Summit Academy
Shasta	New Day Academy - Shasta
Shasta	Rocky Point Charter
Shasta	Academy of Personalized Learning
Siskiyou	Golden Eagle Charter
Solano	Dixon Montessori Charter
Solano	Kairos Public School Vacaville Academy
Solano	Caliber: ChangeMakers Academy
Solano	MIT Academy
Solano	Mare Island Technology Academy
Sonoma	Pathways Charter
Sonoma	California Virtual Academy @ Sonoma
Sonoma	California STEAM Sonoma
Sonoma	Pivot Online Charter - North Bay
Sonoma	River Montessori Elementary Charter
Sonoma	Live Oak Charter
Sonoma	Northwest Prep Charter
Sonoma	Olivet Elementary Charter
Sonoma	Morrice Schaefer Charter
Sonoma	Piner-Olivet Charter
Sonoma	Roseland Charter
Sonoma	Kid Street Learning Center Charter
Sonoma	Abraxis Charter
Sonoma	REACH
Sonoma	Sebastopol Independent Charter
Sonoma	Woodland Star Charter
Sonoma	Sonoma Charter
Sonoma	Credo High
Sonoma	Village Charter
Stanislaus	Great Valley Academy
Stanislaus	Valley Charter High
Stanislaus	Aspire Summit Charter Academy
Stanislaus	Aspire Vanguard College Preparatory Academy
Stanislaus	Great Valley Academy - Salida
Stanislaus	Aspire University Charter
Stanislaus	Connecting Waters Charter
Stanislaus	eCademy Charter at Crane
Stanislaus	Fusion Charter
Sutter	South Sutter Charter
Sutter	California Virtual Academy @ Sutter
Sutter	California Prep Sutter K-7
Sutter	California Prep Sutter 8-12
Sutter	Sutter Peak Charter Academy



Sutter	Inspire Charter School - North
Sutter	Winship Community
Sutter	Twin Rivers Charter
Sutter	Yuba City Charter
Trinity	California Heritage Youthbuild Academy II
Trinity	Mountain Academy Charter
Tulare	Valley Life Charter
Tulare	Sycamore Valley Academy
Tulare	Eleanor Roosevelt Community Learning Center
Tulare	California Connections Academy@Central
Tulare	Crescent Valley Public Charter
Tuolumne	Foothill Leadership Academy
Tuolumne	Gold Rush Charter
Ventura	Vista Real Charter High
Ventura	Ventura Charter School of Arts and Global Education
Ventura	BRIDGES Charter
Ventura	River Oaks Academy
Ventura	Meadows Arts and Technology Elementary
Ventura	Golden Valley Charter
Ventura	Valley Oak Charter
Ventura	Camarillo Academy of Progressive Education
Ventura	Architecture, Construction & Engineering Charter High (ACE)
Ventura	University Preparation Charter School at CSU Channel Islands
Ventura	IvyTech Charter
Yolo	Empowering Possibilities International Charter
Yolo	Sacramento Valley Charter
Yolo	River Charter Schools Lighthouse Charter
Yuba	Yuba Environmental Science Charter Academy
Yuba	CORE Charter
Yuba	Paragon Collegiate Academy

## **Community College Districts**

Allan Hancock Joint Community College District  
 Antelope Valley Community College District  
 Barstow Community College District  
 Butte-Glenn Community College District  
 Cabrillo Community College District  
 Cerritos Community College District  
 Chabot-Las Positas Community College District  
 Chaffey Community College District  
 Citrus Community College District  
 Coast Community College District  
 Contra Costa Community College District  
 Copper Mountain Community College District  
 Desert Community College District  
 El Camino Community College District  
 Feather River Community College District  
 Foothill-DeAnza Community College District

Gavilan Community College District  
Glendale Community College District  
Grossmont-Cuyamaca Community College District  
Hartnell Community College District  
Imperial Community College District  
Kern Community College District  
Lake Tahoe Community College District  
Lassen Community College District  
Long Beach Community College District  
Los Angeles Community College District  
Los Rios Community College District  
Marin Community College District  
Mendocino-Lake Community College District  
Merced Community College District  
MiraCosta Community College District  
Monterey Peninsula Community College District  
Mt. San Antonio Community College District  
Mt. San Jacinto Community College District  
Napa Valley Community College District  
North Orange County Community College District  
Ohlone Community College District  
Palo Verde Community College District  
Palomar Community College District  
Pasadena Area Community College District  
Peralta Community College District  
Rancho Santiago Community College District  
Redwoods Community College District  
Rio Hondo Community College District  
Riverside Community College District  
San Bernardino Community College District  
San Diego Community College District  
San Francisco Community College District  
San Joaquin Delta Community College District  
San Jose-Evergreen Community College District  
San Luis Obispo County Community College District  
San Mateo County Community College District  
Santa Barbara Community College District  
Santa Clarita Community College District  
Santa Monica Community College District  
Sequoias Community College District  
Shasta-Tehama-Trinity Joint Community College District  
Sierra Joint Community College District  
Siskiyou Joint Community College District  
Solano County Community College District  
Sonoma County Community College District  
South Orange County Community College District  
Southwestern Community College District  
State Center Community College District  
Ventura County Community College District  
Victor Valley Community College District  
vistawww.peralta.edu  
West Hills Community College District  
West Kern Community College District

West Valley-Mission Community College District  
West Valley-Mission Community College District

**Exhibit "B"**  
**PEPPM Purchase Agreement**



# PROPOSAL - PEPPM CONTRACT

Quote/Order No	42873
Date	11/24/2020
Client PO No	DIVERSIFIED WOODCRAFT - PEPPM CONTRACT
Client Name	LOS ALTOS HIGH SCHOOL
Salesperson	Konnie Baker
Project Number	1077
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San Carlos Office -  
Headquarters  
985 Industrial Road #101  
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San Francisco Office  
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Norwalk, CT 06851  
203.847.0000

New York Office  
9 East 38th Street, 10th Floor  
New York, NY 10016  
347.486.5924

T LAHS  
O 201 ALMOND AVE  
LOS ALTOS, CA 94022

ATTN: ELVIS LOPEZ  
Phone: 650-940-4650 x0023  
Email: Elvis.lopez@mvla.net

S LAHS  
H 201 ALMOND AVE  
I LOS ALTOS, CA 94022  
P

T ATTN: MIKE MATHIESEN  
O Phone: 650-940-4650 x0020  
Email: Mike.mathiesen@mvla.net

Group	Quantity	Description	Extended Amount
A. BUILDING R - 1st FLOOR	1.00		\$94,966.50

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	21.00 Each	Diversified Woodcrafts GSC-8----- GENERAL STORAGE CABINET :48"W X 22"D X 84"H :CONSTRUCTED OF SOLID MAPLE AND MAPLE VENEERS :DOUBLE DOORS HAVE A 3-POINT LOCKING SYSTEM :FINISHED WITH RUBBER BASE MOLDING AND A DURABLE CHEMICAL RESISTANT UV FINISH :THE LOWER SECTION CONSISTS OF FOUR LOCKING DRAWERS 22-3/4"W X 19-3/4"D X 8-1/4" :THE UPPER UNIT INCLUDES ONE FIXED AND FOUR ADJUSTABLE 1" THICK SHELVES :WOOD- MAPLE :STAIN-NORTHWOODS Mark Line For: BUILDING R - 1ST FLOOR - AC-1	\$1,769.50	\$37,159.50
2	54.00 Each	Diversified Woodcrafts P8304K----- TABLE,ADJUSTABLE,24X72,PHENOLIC :3" SPACERS ARE INCLUDED FOR THE ABILITY OF A 42" WORK SURFACE :3/4" PHENOLIC TABLE SURFACE :4-1/2"H SOLID OAK FRAME ATTACHES THE HEIGHT ADJUSTABLE POWDER COATED LEGS :72"W X 24"D X 27 - 39"H :ADA COMPLIANT :MINIMAL ASSEMBLY REQUIRED; LEGS NEED TO BE ATTACHED :OPTIONAL CASTERS SOLD SEPARATELY :THE WOOD IS FINISHED WITH A CHEMICAL RESISTANT, EARTH- FRIENDLY UV FINISH Mark Line For: BUILDING R - 1ST FLOOR - TA-02	\$1,024.00	\$55,296.00
3	54.00 Each	Diversified Woodcrafts 100709X4----- KOYO CASTERS FOR ADJ TBL-SET OF 4 :CASTERS FOR ADJUSTABLE HEIGHT METAL LEG TABLE	\$46.50	\$2,511.00



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		:CASTERS LOCK :COMES WITH A SET OF 4 CASTERS :EASILY INSTALLED BY SCREWING INTO THE BOTTOM OF TABLE LEGS Mark Line For: BUILDING R - 1ST FLOOR - TA-02		
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Group	Quantity	Description	Extended Amount
B. BUILDING R - 2ND FLOOR	1.00		\$49,546.00

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
4	28.00 Each	Diversified Woodcrafts GSC-8----- GENERAL STORAGE CABINET :48"W X 22"D X 84"H :CONSTRUCTED OF SOLID MAPLE AND MAPLE VENEERS :DOUBLE DOORS HAVE A 3-POINT LOCKING SYSTEM :FINISHED WITH RUBBER BASE MOLDING AND A DURABLE CHEMICAL RESISTANT UV FINISH :THE LOWER SECTION CONSISTS OF FOUR LOCKING DRAWERS 22-3/4"W X 19-3/4"D X 8-1/4" :THE UPPER UNIT INCLUDES ONE FIXED AND FOUR ADJUSTABLE 1" THICK SHELVES :WOOD- MAPLE :STAIN-NORTHWOODS Mark Line For: BUILDING R - 2ND FLOOR- AC-1	\$1,769.50	\$49,546.00

Group	Quantity	Description	Extended Amount
C. BUILDING S	1.00		\$28,061.00

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
5	2.00 Each	Diversified Woodcrafts GSC-8----- GENERAL STORAGE CABINET :48"W X 22"D X 84"H :CONSTRUCTED OF SOLID MAPLE AND MAPLE VENEERS :DOUBLE DOORS HAVE A 3-POINT LOCKING SYSTEM :FINISHED WITH RUBBER BASE MOLDING AND A DURABLE CHEMICAL RESISTANT UV FINISH :THE LOWER SECTION CONSISTS OF FOUR LOCKING DRAWERS 22-3/4"W X 19-3/4"D X 8-1/4" :THE UPPER UNIT INCLUDES ONE FIXED AND FOUR ADJUSTABLE 1" THICK SHELVES :WOOD- MAPLE :STAIN-NORTHWOODS Mark Line For: BUILDING S - AC-1	\$1,769.50	\$3,539.00
6	4.00 Each	Diversified Woodcrafts AMS-9636PB-MOD-----	\$1,552.50	\$6,210.00



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		ADJUSTABLE METAL TABLE,96WX36D :OVERALL SIZE- 96"W X 36"D X 25.5"- 35.5"H :1-3/4" BLACK PHENOLIC WORK SURFACE :ADJUSTABLE HEIGHT FROM 25-1/2" H-35-1/2" H :HEAVY-DUTY 18-GUAGE STEEL :MINIMAL ASSEMBLY REQUIRED   OPTIONAL 4" LOCKING CASTERS AND SHELF SOLD SEPARATELY :STEEL FINISH WITH GRAY BAKED ENAMEL FINISH :**UNIT MODIFIED TO HAVE A 3/4" PHENOLIC WORK SURFACE** Mark Line For: BUILDING S - TA-13C		
7	4.00 Each	Diversified Woodcrafts 253996-- UTILITY TABLE CASTERS :4" CASTERS FOR AMS WORKBENCH Mark Line For: BUILDING S - TA-13C	\$157.50	\$630.00
8	4.00 Each	Diversified Woodcrafts 253995--- UTILITY TABLE SHELF, 96" :18 GAUGE STEEL.96"W X 8"D SHELF :THIS SHELF IS FOR MODEL #AMS-9636 WORKBENCHES Mark Line For: BUILDING S - TA-13C	\$143.00	\$572.00
9	4.00 Each	Diversified Woodcrafts WB12ABL-0V-MOD----- FOUR-STATION WORKBENCH 0 VISES :64"W X 100"D X 32-3/4"H :18-GAUGE STEEL LOCKER DOORS HAVE AIR VENTS, SPRING HINGES, PADLOCK HASP & KNOCKOUT PLUG FOR CYLINDER LOCK :1-3/4" THICK MAPLE TOP :20-GAUGE STEEL, ALL-WELDED, ONE-SECTION CONSTRUCTION WITH REINFORCED SIDE PANELS :STEEL LOCKERS WITH BLACK BAKED ENAMEL FINISH :TWELVE HORIZONTAL LOCKERS WITH OPENINGS MEASURING 18"W X 21"D X 10"H :**54" X 100" TABLES WITH (24)LOCKERS EACH TABLE WITH BLUE LOCKERS. :LOCKER SIZE 18"W X 21"D X 10"H :POSSIBLE SPACE NEEDED IN-BETWEEN CENTER LOCKERS TO SUPPORT TABLE :APPROXIMATE ~4" OVERHANG AND ~14" AT ENDS** Mark Line For: BUILDING S - TA-16	\$3,422.00	\$13,688.00
10	1.00 Each	Diversified Woodcrafts MA6A-10L-MOD----- WALL & ISLAND BENCH - LB-6A :118"W X 33"D X 32-3/4"H :1-3/4" MAPLE WORK SURFACE :18-GAUGE LOCKER :DOORS HAVE AIR VENTS, SPRING HINGES, PADLOCK HASP &	\$3,422.00	\$3,422.00



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		<p>KNOCKOUT PLUG FOR CYLINDER LOCK :EIGHTEEN HORIZONTAL LOCKERS WITH OPENINGS MEASURING 18"W X 21"D X 10"H :STEEL LOCKERS WITH GRAY BAKED ENAMEL FINISH :THE 20- GAUGE STEEL CABINETS ARE WELDED 1-SECTION CONSTRUCTION WITH REINFORCED SIDE PANELS :**33" X 118" TABLES WITH (15) LOCKERS THAT ARE BLUE FINISH. :LOCKER SIZE 18"W X 21"D X 10"H :APPROXIMATE ~4" OVERHANG AND ~14" AT ENDS** :WOOD- RED OAK :STAIN-NORTHWOODS Mark Line For: BUILDING S - TA-17</p>		
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Group	Quantity	Description	Extended Amount
E. SERVICES	1.00		\$18,526.67

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
11	1.00 Each	<p>Allmodular Systems LABOR LABOR TO RECEIVE PRODUCT ON SITE AND INSTALL DURING REGULAR BUSINESS HOURS :RECEIVE PRODUCT ON SITE DURING REGULAR BUSINESS HOURS :INSPECT FOR ORDER ACCURACY &amp; POSSIBLE FREIGHT DAMAGE - :DELIVER TO JOB SITE, ASSEMBLE &amp; INSTALL PER APPROVED PLAN DURING NORMAL BUSINESS HOURS; :WIPE DOWN PRODUCT; REMOVE PACKING MATERIALS. SERVICES ARE QUOTED W/ A NON-UNION CREW - :SINGLE PHASE JOB. GROUND FLOOR OR UNENCUMBERED ELEVATOR ACCESS IS REQUIRED. :PATH OF TRAVEL &amp; JOB SITE MUST BE FREE &amp; CLEAR OF CONSTRUCTION, EQUIPMENT, DEBRIS AND/OR EXISTING FURNITURE. :QUOTATION DOES NOT INCLUDE SERVICES OF ELECTRICAL, DATA, CABLING, TELCO AND/OR SECURITY CONTRACTORS.</p>	\$18,460.00	\$18,460.00
12	1.00 Each	<p>Allmodular Systems LABOR PRODUCT TO ANCHOR UNITS PER MANUFACTURER SPECIFICATION</p>	\$66.67	\$66.67

Group	Quantity	Description	Extended Amount
F. DISCLAIMERS	1.00		\$0.00

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
13	1.00 Job	<p>INSIDESOURCE PLEASE NOTE INFORMATION BELOW: 1. LEADTIMES MAY VARY DUE TO EVENTS RELATED TO CORONAVIRUS DISEASE (COVID-19), AND APPLICABLE GOVERNMENT RESTRICTIONS. INSIDESOURCE IS NOT LIABLE FOR</p>	\$0.00	\$0.00





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ANY ADDITIONAL CHARGES FOR SUCH DELAYS OR INTERRUPTIONS. THIS UNDERSTANDING SHALL SUPERSEDE ANYTHING TO THE CONTRARY IN ANY WRITTEN AGREEMENT BETWEEN THE PARTIES.

2. SHIPPING AND HANDLING - CHARGES SUBJECT TO CHANGE PENDING FINAL INVOICE FROM MANUFACTURERS.

3. TARIFFS - PRICES MAY INCREASE DUE TO TARIFFS, DUTIES AND OTHER CHARGES IMPOSED ON OR MEASURED BY THE SALE OF PRODUCTS ("TARIFFS"). CLIENT AGREES TO PAY ANY SUCH INCREASED PRICES RELATED TO INCREASED RAW MATERIAL COSTS AND/OR TARIFFS AND SUCH AGREEMENT SUPERSEDES ANYTHING TO THE CONTRARY IN ANY WRITTEN AGREEMENT BETWEEN THE PARTIES.

4. TAXES -SUBJECT TO CHANGE AT INVOICING PER STATE REGULATIONS.

5. PRODUCT AVAILABILITY - STOCKING DISTRIBUTORS PRODUCT AVAILABILITY AND PRICING IS SUBJECT TO CHANGE AT TIME OF ORDER PLACEMENT.

	Product:	\$172,573.50
	Shipping & Handling:	\$0.00
	Delivery/Install:	\$18,526.67
	Design/PM Services:	\$0.00
	Tax:	\$17,199.02
	<b>Grand Total USD:</b>	<b>\$208,299.19</b>
	Required Deposit 50.0%:	\$104,149.60
	If paying with credit card, required deposit:	\$106,753.33

**Note: A 2.5% charge will be included on all orders paid with Credit Card**

Quote Valid for 30 Days Unless Otherwise Noted

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED  
THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Accepted By:

Date Accepted:

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