MONTEREY COUNTY OFFICE OF EDUCATION
Invitation to Bid # 527683
Technology Catalog Bid
Deadline, 9 a.m. Pacific, January 12, 2016

I. Bid Overview & Authorities

I.1 BID TITLE
Technology Catalog Bid

I.2 BID NUMBER
Invitation to Bid Number 527683

I.3 ORGANIZATION OF BID TERMS AND CONDITIONS
Section and paragraph headings are provided for description and ease of reference only. They are not intended to be binding or to be used in the interpretation of the Contract. Any hyperlinks shown will carry the reader to related material. This bid is organized under the following topical areas:

I. Bid Overview & Authorities
II. Definitions
III. Bidder Status & Qualifications
IV. Bid Procedures and Instructions
V. Specifications
VI. Pricing
VII. Ordering, Shipping and Delivery
VIII. Evaluation and Awards
IX. Fees
X. Post-Award Requirements
XI. Contract Length & Termination Rights
XII. Other Terms and Conditions
XIII. Code Citations

I.4 BID SCOPE
The Monterey County Office of Education is seeking bids for use of a comprehensive technology catalog for one-stop shopping by the Monterey County Office of Education and other eligible California agencies.
The right to purchase from the Contract will be made available to all public school districts, K-12 private schools, charter schools, colleges, universities, municipalities, and other public agencies as allowed by law.

I.5 AGENCY ISSUING INVITATION FOR BID AND THE RESULTING CONTRACT
Monterey County Office of Education
Superintendent of Schools
901 Blanco Circle
P.O. Box 8081
Salinas, California 93912-0851

I.6 CALSAVE PROGRAM
The Monterey County Office of Education is issuing this bid in cooperation with the CalSAVE program, the purchasing cooperative founded by the Monterey County Office of Education and administered by the Epylon Corporation. CalSAVE serves all education agencies in California and other eligible buying agencies.

I.7 BID DUE DATE
The bid response is due no later than 9 a.m. Pacific, Tuesday, January 12, 2016.

I.8 METHOD OF SUBMISSION
As authorized by Public Contract Code Section 20112, bids will be submitted electronically, and all responses ***must be*** completed through the electronic sealed bidding system described within these bid documents.

I.9 CONTRACT TERM OF DURATION
The length of term of the awarded Contract will be from the award date, through December 31, 2018, and may be extended as allowed by law in accordance with Sections XI.2 of these Terms and Conditions.

I.10 ELIGIBLE BUYING AGENCIES
This bid is being solicited for authorized buyers by the Monterey County Office of Education, lead agency under the authority of the California Public Contracts Code and Education Code, for school districts in California, as well as other eligible purchasers in other states, to be known collectively as LEAs.

Examples of eligible agencies include, not only all California County Offices of Education and California public school districts, but also California joint powers authorities related to education, cities and counties, charter schools, non-public schools, private schools, agency staff, foundations and parent-teacher organizations buying on behalf of their beneficiaries, and any new schools, school districts, or charter schools established during the term of the Contract.

To be absolutely clear and for further clarification, the electronic bid form contains an attachment partially listing as eligible buyers the specific and individual names of:

-- Public school districts and education agencies
-- Charter schools
-- County Offices of Education
-- Community Colleges

I.11 PIGGYBACKABLE CLAUSE
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, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Monterey County Office of Education (Agency) hereby declares its intent and authorization to make all contracts awarded under this Invitation to Bid "piggybackable" by other education agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor. A partial, but not exclusive, list of eligible education agencies is listed as an attachment to the section and is titled "Partial List of Eligible Agencies.doc."

In any jurisdiction, where a County Office of Education, board, or other authority prohibits payments directly to a vendor, an LEA may petition the Monterey County Office of Education for special ordering and payment arrangements through the Monterey County Office of Education or its agents. In these unique cases, the Monterey County Office of Education reserves the right to charge an administrative fee to the LEAs to offset banking and administrative costs for this service.

I.12 STANDARD SCHOOL SUPPLY & EQUIPMENT LIST AND COOPERATIVES
Monterey County Office of Education declares that items and licenses under Contract as a result of this Invitation to Bid 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 both 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 LEAs 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.

I.13 LEASE-BACK AUTHORITY ALLOWED BY LAW
This Contract is for the purchase of the items covered by this Contract. However, another LEA may, exercise its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by it, pursuant to any Separate Contract. The awarded Vendor agrees to take any and all actions requested by any Other Agency that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

1.14. LEASING AUTHORITY
With Vendor approval, the right to use a product in the catalog for a defined period of time or a lease of a contracted item may be procured under this contract at bid rates.

II. Definitions
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II.1 MONTEREY COUNTY OFFICE OF EDUCATION
The terms *"Monterey County Office of Education"* and *"MCOE"* as used in this bid document shall be construed to include the Monterey County Office of Education, its employees, officers, and agents. The Monterey County Office of Education, located at 901 Blanco Circle, Salinas California, 93912, is administered by the elected county Superintendent of Schools and is a *bona fide* government agency, established by Article IX of the California Constitution and serving as an educational intermediate unit that operates its own schools and programs and that offers services to school districts.

II.2 AGENCY
The term *"Agency"* shall be construed to include the Monterey County Office of Education, its employees, officers, and agents.

II.3 CALSAVE
CalSAVE is the cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation.

II.4 LEA
The term *"LEAs"* shall be construed to mean Local Education Agencies – all those agencies authorized by law to buy from this bid and resulting Contract and allowed to submit purchase orders to the Awarded Vendor in conformance with bid terms and conditions.

II.5 EPYLON CORPORATION®
Epylon Corporation, also referred to as *"Epylon,"* is the private corporation located at 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526, that has been hired by the Monterey County Office of Education to administer the CalSAVE cooperative, to work with lead agencies and County Offices of Education to provide technology and services necessary for MCOE to issue bids and run the CalSAVE cooperative. The name *Epylon* is a registered trademark of the Epylon Corporation in the United States.

II.6 VENDOR
The term *"Vendor"* is that firm, company, individual, business, partnership, joint venture corporation or other bidding entity which has completed the response to the Invitation to Bid and/or been awarded a Contract by the Agency. The contractor/Bidder is named as such in the Contract/bid documents and is referred to in generic terms as if the contractor/Bidder were of singular number and masculine or feminine gender.

II.7 BIDDER
The term *"Bidder"* refers to that firm, company, individual, business, partnership, joint venture, corporation or other bidding entity which has registered on the Epylon® system to receive bids and has worked on or completed the response to the Invitation to Bid.

II.8 QUOTE SHEET

The *"Quote Sheet"* is that electronic worksheet to be filled out by the Bidder with the officially bid discount(s) percentage necessary to calculate the effective price for all items under Contract. It is located in a worksheet tab in an Excel® spreadsheet file identified elsewhere as "SKU Template" or Technology Catalog Pricing Template."

II.9 BID REPONSE WORKSHEET

The "*Bid Response Worksheet"* is that worksheet that is to be filled out by the Bidder with line-items reflecting a large sampling of the effective prices after a bid discount is applied. It is located in a worksheet tab in an Excel® spreadsheet file identified as "Technology Catalog Pricing Template."

II.10 CONTRACT

References to the term *"Contract,"* where not precisely referencing another specific third-party agreement, refers to the binding agreement entered into between MCOE and the Awarded Vendor as a result of a bid award by MCOE. The full "Contract" document consists of the Contract Signature Page, this Invitation to Bid, a Vendor's electronic bid responses, any published bid amendments, all electronic bid attachments, and subsequent any memoranda of understanding interpreting or clarifying the Contract.

II.11 AWARD DATE

The award date is the date upon which MCOE countersigns the Contract Signature Page and enters into an agreement with the successful bidder, granting authority to sell under the award from this solicitation.

III. BIDDER STATUS AND QUALIFICATIONS

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III.1 ANSWERING QUESTIONS ON THE BID FORM

By answering questions in the Questions Section of the electronic bid form, Bidders help establish their qualifications as a vendor. In answering the questions, they must give satisfactory evidence that they:

- Maintain permanent places of business
- Have the capability to furnish the items offered satisfactorily and expeditiously
- Have provided satisfactory school customer sales support and service to all LEAs in California
- Have at least five years experience serving all LEAs in California
- Have current relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active network or other acceptable method of service and support that will serve all LEAs.
- Are familiar with AEPA-initiated contracts and procedures

If a question within the bid form indicates that a response is mandatory, an answer must be provided, or else a Bidder cannot continue to save or submit the electronic bid form.

III.2 COMPANY EXPERIENCE

To qualify as a responsive Vendor, a Bidding company must have five years' direct K-12 public school experience in California executing other technology contracts.

III.3 STAFF EXPERIENCE

Bidder must identify at least one person on staff who will be the dedicated leader in administering this bid and Contract. The identified person must have experience administering a technology catalog bid.

III.4 PROOF OF PROGRAM VOLUME

Because of the difficulty and volume of work associated with the large potential volume of this contract, Bidders, to qualify as a responsible Vendor, must have experience selling a minimum of $5 million of product in California within the last 12 months from a technology catalog bid contract.

III.5 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to submit more than one response to this Invitation for Bids. A person, firm, or corporation may submit a sub-proposal to another Bidder and/or Bidders and also submit a bid in the name of his firm.

Companies who have multiple users on the Epylon system may receive multiple invitations to bid and have access to the same bid form. Only one representative from the bidding company may submit a bid. Any Epylon user that opens the Monterey County Office of Education bid form, declines the bid, or submits a bid, thereby prevents any other user from that same company from taking further action on this bid for his or her company.

III.6 DECLARATION OF NON-COLLUSION

Assuring that prices are arrived at independently and without collusion is so important that this bid requires the Bidder to attest under the penalty of perjury that no collusion has taken place.

The Bidder must affirmatively answer "Yes" to the non-collusion question in the Question Section or else by default the bid may not be submitted to Agency. By answering "Yes" to the non-collusion question, the Bidder affirms the following:

(1)The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this 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.

(3) 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 complementary bid.

(4) The bid of my firm 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.

(5) Neither he/she, the company, nor any of the company's affiliates, subsidiaries, officers, directors and employees are currently under investigation by any governmental agency and have not in the last four 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.

(6) All representations are material and important and will be relied on by the Monterey County Office of Education in awarding the Contract(s) for which this bid is submitted.

(7) Any misstatement is and shall be treated as fraudulent concealment from Monterey County Office of Education of the true facts relating to the submission of bids for this Contract.

If a Bidder cannot answer yes to Question 47, he/she will not be able to complete the bid form and will not be able to submit a bid.

III.7 SUSPENSION AND DEBARMENT

The Bidder certifies, for itself and all its designated partners, that neither the Bidder, nor any designated partners are under suspension or debarment by the LEA or any other governmental entity, instrumentality, or authority and, if the Bidder cannot so certify, then it agrees to submit a written explanation as an attachment to this bid form of why such certification cannot be made. A Bidder must verify its suspension or debarment status in the Question Section of the bid form.

III.8 ABILITY TO FOLLOW DIRECTIONS

The Bidder's ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidder's ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the Agency and a vendor requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, a bid may be rejected if directions are not followed.

III.9 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUBS)

Some eligible LEAs may have policies, programs or goals related to contracts with businesses owned by minorities, women or disabled veterans. Although the bid will not be evaluated on whether a Bidder is a historically under utilized business, Agency can make other LEAs aware of a Vendor's HUB status. Accordingly, the Agency requests any women-owned, minority-owned or disabled-veteran-owned business

to volunteer their status as such so that it can be made known to interested LEAs. A HUB may identify itself in its answers in the Question Section. No preference is given in bid evaluation to HUBs, and no penalty is applied for not answering the question.

IV. Bid Procedures and Instructions

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IV.1. BID DUE DATE

The bid is due no later than 9 a.m. Pacific, Tuesday, January 12, 2016. It is the Bidder's sole responsibility to ensure that its bid is received prior to the scheduled date and time for receipt of bids.

IV.2 PRUDENCE AND FORETHOUGHT IN SUBMISSION

It is in the best interests of Bidders to submit their bids well enough in advance to avoid any hindrances out of the control of Monterey County Office of Education, CalSAVE, the Bidder, or Epylon. Such hindrances could include extremely heavy Internet traffic, disruptions in phone lines, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for hindrances out of its control. It admonishes Bidders to submit early to identify problems and to avoid any possibility their bids may be late. It is advisable to submit bids at least a day early. Warning, the pricing spreadsheet for this bid may exceed 20 megabytes and will take a long time to load.

IV. 3 BID SUBMISSION ADDRESSES

Bids will be sent through each Bidder's electronic account accessed at www.epylon.com. Bidders must have registered and obtained accounts on the Epylon system to bid. After opening and completing the bid form, a Bidder who clicks on the "Submit" button officially sends its bid to the Monterey County Office of Education and delivers the bid to the MCOE in-box. MCOE will not be able to open or view the bid until the bid opening date and time.

IV.4 BID OPENING

At 9 a.m., Tuesday, January 12, 2016, the sealed bids will be opened electronically on a computer and publicly read at CalSAVE administrative offices located at 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

IV.5 PRELIMINARY REGISTRATION PROCEDURES FOR ELECTRONIC BIDDING

1) If not already registered, companies that want to bid must register as an Epylon supplier by clicking on the Supplier Registration button at the top of the page at www.epylon.com.
2) When registering, new suppliers interested in the bid should select the category of "Information Technology, Broadcasting and Telecommunications" to ensure they will receive the Monterey County Office of Education bid form and all future bids related to software and technology.
3) Once registered and logged in at www.epylon.com, click the e-Bid tab, view the in-box to see the Monterey County Office of Education bid form ready to be opened.
4) For assistance, or if not seeing the bid form, call the Epylon Customer Service Number at (888) 211-7438

IV.6 ON-LINE BIDDING

The general procedures for completing the electronic bid form are as follows:

1) Review the product line name and description of the catalog to be bid.
2) Download the attached spreadsheet template found in attachment section titled "Technology Catalog Bid Pricing" or a similar title. There will be two worksheet tabs in the spreadsheet to fill out.
3) The first worksheet requires you to enter the percent discount you are offering as your bid. This discount can be variable by category of products within the catalog.
4) The second worksheet requires you to price approximately 65,000 actual products by indicating the discount percentage and the list price. The Excel® software will automatically calculate the effective unit price.
5) Save the file; name it with your company or catalog name.
6) Upload the file alongside the appropriate product line by clicking the white box to the left of Product Line Specifications column.
7) Click "Browse" to locate the template on your hard drive.
8) Click "Open," then click "Attach File" to upload template to bid form.
9) Designate the uploaded spreadsheet as the pricing template by clicking in the small white box next to the name of the template, then clicking the red "Identify SKU Attachment" button located at the

bottom of the Product Line Specification section. This has the effect of distinguishing your pricing from any other attachment you choose to upload. A red asterisk will appear next to your file.

10) Click the white box in Bid Column for the product line category being bid to signify you are bidding for the Technology Catalog Bid.
11) Answer all questions listed in the Question Section. You can add attachments to answers as necessary.
12) Provide a handwritten signature to the Contract Signature page. Scan it, and attach it as a PDF file to the bid form as requested in the Question Section.
13) Click on "Save as Draft" at any time while working on the bid form.
14) When ready to submit, click Continue at bottom of first page.
15) Review your bid, making sure you are satisfied with your answers, attachments and pricing.
16) Click on the "Submit" button to send the sealed electronic bid to Monterey County Office of Education.

IV.7 ELECTRONC SIGNATURE

In submitting this bid, the person named as the Bidder's representative on the electronic bid form declares the understanding 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 Agency nor Epylon have access to the User's password. By submitting this form, he/she declares that he/she has the authority to submit this bid to the Agency and to bind his/her company to the Terms and Conditions, final pricing, statements and all commitments submitted to Agency.

As permitted by federal and state laws, Bidder will submit electronic sealed bids signed with his/her electronic signature, using the Epylon eCommerce system. Bidder's use of his/her User Name and Password, linked to identifying registration information, constitute his/her electronic signature. By logging in, answering questions, completing the bid form and pushing the submit button, Bidder is signing a Contract.

To the best of his/her knowledge, Bidder attests to the following by submitting a bid:

1) Upon supplying verifiable registration information and user name, he/she was provided with a *computer-generated* password, also linked to his/her e-mail.
2) Neither Agency, nor Epylon, nor any other third party has any knowledge of or access to the computer-generated password.
3) The combination of user name, password, and e-mail address is unique to the Bidder.
4) The username-password-e-mail combination is under the sole control of the registered user.
5) The linked data – User Name, E-Mail and Password – cannot be changed except by the original registrant using his/her original electronic signature. Any attempt to change a combination of linked data locks out the user.
6) If necessary, the authenticity of any document and its accompanying signature can be verified by reviewing a successful log-in, then tracing the path from log-in and any action taken on any electronic form.

IV.8 HOW TO GET HELP

Technical questions on how to fill out the bid form, upload or download attachments, or maintain your Epylon account can be directed to the Epylon customer service line at (888) 211-7438. Also questions can be e-mailed to service@epylon.com.

IV.9 MODIFICATIONS

Changes in or additions to the bid form, recapitulations of the service bid upon, alternative proposals, or any other modification of the bid form from the electronic submission or other documents in this bid that are not specifically called for by Monterey County Office of Education may result in rejection of the bid as not being responsive. No oral or telephonic modification of any bid submitted will be considered. Bids or modifications received by facsimile (fax) will not be accepted.

IV.10 EXAMINATION OF BID AND CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with the bid documents and specifications. The failure or omission of any Bidder to receive or examine any bid document, form, instrument, addendum, electronic attachment or other documents, shall in no way relieve any Bidder from any obligation with respect to his bid or to the Contract. The submission of the bid shall be taken as *prima facie* evidence of compliance with this section. All addenda issued during the time of bidding shall be incorporated into the bid automatically. A Bidder should review the External Notes section of the bid form for any notice of bid amendments or bid changes.

IV.11 WITHDRAWAL OF BID
After reviewing a bid document and clicking on the "Submit" button, the electronic bid form is officially submitted to the Agency. If a Bidder wants to withdraw his or her bid, he or she may do so by clicking the "Retract" button within the Epylon software any time prior to the bid deadline.

V. Specifications
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V.1 QUANTITIES
This is an indefinite quantity bid for which there shall be no limit to the number of orders placed, in any quantity, by MCOE, or any participating public agency, for the term of the Contract, at the prices resulting from award of an Agreement.

V.2 CATALOG TYPE
This Invitation to Bid seeks pricing on all available products contained within a commercially available technology catalog. Products deemed ineligible by the manufacturer to be sold to education agencies in California may be excluded. The catalog must contain a minimum of 100,000 items, 65,000 of which must include the items specified on the Bid Response tab of the pricing template. However, any items on the pricing sheet which have been discontinued may by the manufacturer may be excluded from the contract and may be designated as "discontinued" in the list price column or a substitute may be offered. For any of the 65,000 items specified in the pricing sheet, an equivalent substitute maybe offered.

V3. INSTALLATION AND SERVICES
To become operative and functional, many items in the catalog may require installation, set-up, other related services, or professional consultation. Bidder must provide a rate card with a unit cost for all services that may be required or utilized in conjunction with items purchased from the catalog. Attach the rate card alongside the appropriate section in the Question Section.

V.4 STAFFNG
The Awarded Vendor will execute and promote the contract within California. Minimally, a company must identify personnel that would carry out many of the administrative tasks for the Contract, including jobs to:

- Devote time to California sales
- Supervise sales, set sales goals, and be accountable for sales growth or under performance
- Deliver customer service phone support and have intimate familiarity with the Contract
- Deal with day-to-day Contract management issues including processing of reports and payment of fees
- Handle marketing, collateral materials, and web-site responsibilities
- Executive leadership and oversight of the Contract and project

The identification of personnel for these tasks must be detailed in response to questions in the Question section.

V.5 PHONE SUPPORT
A successful Bidder shall provide a California toll-free support phone number for LEAs using this Contract. The support number and customer service shall be provided for order placement, pricing reference, sales support, and general assistance. Bidders must describe their phone support plan in response to a question in the Question Section.

V.6 NEWLY PUBLISHED OR NEWLY MANUFACTURED ITEMS
Newly published software titles, newly manufactured items introduced by manufacturers, or newly added catalog items during the course of this Contract may be added to the Contract at the same discount pricing structure as bid -- or a more favorable structure -- to MCOE as those discounts or prices for similar categories of products.

VI. Pricing

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VI.1 FORMULA PRICING

By bidding, Bidder commits to formula pricing by way of a formal bid of a fixed percentage discount off a specified price list of a commercially available catalog..

When applied to the identified catalog price list or cost basis, the respective discount shall create an effective price, which is the price to be paid by Agency and all participating LEAs. Effective prices will be used in the determination who is the low Bidder for price in the evaluation process. Vendors will be bound to the fixed discount(s) for the term of the Contract and all extensions, but the published prices contained within the specified catalog may change as catalog prices or cost bases change.

Contract prices will always be list price minus the discount, rounded to the nearest whole cent.

Bidder must ensure that the specified catalog for each quoted discount exists and continues to be published for the term of the contact and all extensions, so that effective pricing can be calculated and audited by MCOE at any time. However, MCOE will allow for new versions of a commercially available catalog to be published. Accordingly prices based on the bid formula would change to match the Vendor's new catalog, provided that the new catalog is commercially available to all schools districts throughout the United States.

VI.2 PREPARATION OF THE QUOTE SHEET

Bidder must formally bid the discount(s) offered by specifying the discounts on the Quote Sheet of the Excel bidding SKU Template, which is attached to the bid form.

Bidder must download the spreadsheet template, and on the Quote Sheet, identify the discounts either by entire catalog, by product line or by subcategory, alongside the name of the price list from which the discount will be calculated. The Quote Sheet limits Bidders to fifty (50) categories of variable discounts. If fifty (50) lines are insufficient, subcategories with the same discount may be grouped together or another Excel attachment can be provided separately.

VI.3 PREPARATION OF THE BID RESPONSE WORKSHEET

On the Bid Response Worksheet, Bidder must price the products listed by providing the price before discount and the percentage discount bid being bid. A set of about 65,000 representative product SKUs is listed.

The purpose of seeing individual products SKUs and effective pricing is to evaluate a Bidder's bid discount and to ensure that a bidder has the required range of products to be purchased by LEAs. The effective price will reveal the sufficiency or comparative value of the discount(s) being quoted.

The list of individual SKUs will be used for evaluation of lowest-price bidders. MCOE's omission of any SKU does not prevent that respective SKU from being offered under the Contract, because this bid seeks all products listed in a Vendor's commercially available catalog.

Once completed, the spreadsheet file must be electronically attached alongside the name of the corresponding product line being bid upon using Epylon hosted software.

If any product on the Bid Response Worksheet is discontinued, the Bidder may offer a substitute product of similar form and function and use the notes column to indicate the item is no longer in production.
To be responsive, a Bidder must provide pricing for at least 90 percent of the 65,000 items specified.

VI.4 VOLUNTARY DISCOUNTS

Agency reserves the right for itself, CALSAVE and all eligible LEAs to request voluntary price reductions or additional volume price reductions from the awarded Vendor. Granting an additional discount is at the sole discretion of the awarded Vendor. The LEA shall obtain a written quotation from the Awarded Vendor indicating the volume or voluntary discount pricing and stating that it is a CALSAVE Discount Price Quote. In no case, shall any line-item price charged be higher than the effective bid price.

VII. Ordering, Shipping and Delivery

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VII.1 ORDERING

Another LEA electing to use this Contract will enter into a separate contract ("Separate Contract") with the Awarded Vendor. This Separate Contract may be by means of a purchase order. By default, this Separate Contract includes and/or incorporates all applicable terms of this Contract and a specific requirement that the contractor/Vendor comply with the provisions set forth regarding payment of the two percent (2%) participation fee. MCOE will not be a party to any Separate Contract, but will be considered a third party beneficiary of such Separate Contract as to payment of that participation fee.

To obtain bid pricing, districts shall reference the applicable MCOE Agreement and list relevant product SKUs and product descriptions on an LEA purchase order. An LEA's submittal of a purchase order shall be deemed a commitment to purchase from the awarded Vendor.

VII.2 ACCEPTANCE OF PURCHASE ORDERS

If an award is made, the Awarded Vendor may receive a Purchase Order to furnish the awarded item(s) in accordance with these Standard Purchase Order Terms and Conditions:

1) Any LEA or authorized buyer may issue purchase orders against this agreement .These constitute the vendor's authority to make delivery. All purchase orders received by the Awarded Vendor up to and including the expiration date of the agreement are acceptable and must be shipped in accordance with the delivery time specified in the agreement.

2) As stated in Section IX.4, Awarded Vendors shall be required to pay the Transaction Fee for all purchases by entities made through the awarded Contract. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

3) LEAs may order directly from the awarded Vendor by submitting a purchase order by mail, by email, by ecommerce, by fax, or by the Epylon eCommerce system.

4) Purchase Orders may be issued by LEAs to Awarded Vendors through Epylon accounts at www.epylon.com. Any purchase orders submitted by Epylon eCommerce will arrive in the Vendor's Order inbox, accessed at www.epylon.com through a previously established login with a user name and password. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order.

VII.3 PAYMENT

LEAs will order the items, receive the items from the Vendor and directly pay the Vendor upon receipt of invoices.

VII.4 INVOICING

All invoices are to be sent directly to the purchasing LEA. LEAs will normally pay invoices within thirty (30) days of receipt of order, or in compliance with their board policy on bill payment. The Agency will encourage LEAs to arrange for prompt payment where possible and for payments of partial shipments.

The LEA shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Purchase Order; or (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address, and the Purchase Order items invoiced are received and accepted by the LEA. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the purchase order and the items actually received.

Payment should not be construed by the Vendor as acceptance of the items furnished by the Vendor. The LEA reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) if such post payment testing or inspection discloses a defect or a failure to meet specifications.

VII.5 PURCHASE CARDS AT DISCRETION OF VENDOR

At the discretion of the Vendor, LEAs or other authorized buyers may use a purchasing card or credit card to pay for the items purchased under the Purchase Order. In no case will the LEA(s) allow increases in prices

to offset credit card fees paid by the Vendor or any other charges incurred by the Vendor, unless specifically stated in the terms of the Purchase Order.

VII.6 DELIVERY REQUIREMENTS
Deliveries shall be delivered to the destination as specified on an individual purchase order.

VII.7 SHIPPING
Orders must be shipped F.O.B. Destination, Freight Prepaid.

VII.8 DELIVERY TIMES
Deliveries must be made within five working days of receipt of order, unless alternative arrangements have been made with an LEA.

VII.9 INSPECTION AND ACCEPTANCE
Awarded Vendor agrees that it will comply with all California and federal laws. All items provided under the Agreement shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Bidder at no cost to MCOE or any participating public agency. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

VIII. Evaluation and Awards

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VIII.1 AWARD OF BID/CONTRACT
MCOE reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of awards based upon its best judgment as to which items and services substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

VIII.2 AWARD BY COMPLETE CATALOG ONLY
MCOE intends to make an award for use of a single catalog. However, MCOE reserves the right to make a multiple award to the lowest-priced, responsive, responsible bidders in the case where bidders' catalogs, compared to each other, have a 50 percent difference in the number of product lines and manufacturers offered. A notice of award will serve as evidence of an executed, binding agreement between MCOE and the Awarded Vendor to begin effective on the Award Date. A copy of the Contract Signature Page will be returned to the awarded Vendor and will be signed by MCOE.

VIII.3 RESPONSIVE TEST
Bids will be judged first on whether they are responsive. A bid will be considered responsive if:

- The electronic bid has been received on time
- All required questions have been answered completely
- All required attachments are present
- Discounts have been identified on the Quote Sheet
- The Bid Response Worksheet contains pricing for at least 90 percent of the line-item SKUs
- Bidders meets required experience
- Terms and Conditions are accepted

VIII.4 RESPONSIBLE TEST
A Bidder will be considered responsible if he or she, in answering questions, meets requirements in Section III and shows the ability to execute the service component of the Contract, including proper and efficient execution of:

- A Marketing plan
- Staffing Plan
- Customer Service Plan

VIII.5 EFFECTIVE PRICE EVALUATION
Where two or more Bidders have bid, the determination of lowest price shall be based on a comparison of each Bidder's effective discounted prices. Notwithstanding this evaluation, MCOE reserves the right to award, when applicable, in accordance with Education Code 1276.

VIII.6 BIDS VALID FOR 90 DAYS
All bids shall remain open and valid and subject to acceptance for ninety (90) days after the bid opening date.

IX. Fees & Costs

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IX.1 BID FEES
There are no fees to submit a bid.

IX.2 NO FEE FOR ELECTRONIC BIDDING
There is no cost to register for or use the Epylon bidding system. Any legitimate company or Bidder may have access to the system for the purpose of bidding. The bidding process involves answering questions, selecting which product lines will be bid, adding necessary explanatory attachments in electronic form, and filling out a bid form with pricing.

IX.3 BID COSTS
Monterey County Office of Education will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, or demonstration of this bid.

IX.4 TRANSACTION FEES
Transaction Fees are the funding source for the operation of the CalSAVE cooperative purchasing program. As allowed by Public Contract Code 20118, Awarded Vendors shall be required to pay a Transaction Fee ("Transaction Fee") for all purchases by entities made through the awarded Contract. For the purpose of this bid through Monterey County Office of Education and all Contracts awarded using this document, the Transaction Fee shall be two percent (2%) of "Net Sales," which means gross sales less returns and cancelled orders within thirty (30) days, shipping and sales and other taxes (excluding taxes based on net income).

When a sale is made through the federal e-Rate program, the vendor transaction fee is due on 100 percent of the net sale, that is, the combined total of the amount paid by the local agency and the amount paid by the federal government's e-Rate program.

Transaction Fees will not be charged to or paid by the buyers themselves. Awarded Vendor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Transaction Fees in the bid responses or awarded Contract prices. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order. Epylon will collect the Transaction Fee on behalf of the CalSAVE program. By submitting a bid, an awarded Vendor:

- Verifies that it already has an Epylon Merchant agreement in force for California, or
- If not, it agrees to Epylon's Terms and Conditions for vendors in the Epylon Merchant Agreement, which is hereby attached here to Section IV.4 by reference, and will be bound to the Epylon Merchant Agreement as a part of the Terms and Conditions of the Bid and Contract between the Awarded Vendor and Agency.

For clarification purposes, the Transaction Fee stated in here in Section IX.4 is the agreed-upon Epylon Marketing Fee contemplated by Section 7 of the Epylon Merchant Agreement, attached.

IX.5 PAYMENT DATES AND PAYEE
Based on required Vendor reports, the Awarded Vendor will make all Transaction Fee payments, at a minimum, on a quarterly basis, by the 15th of the succeeding month of the end of the quarter. All checks are to be made payable to the cooperative's program administrator, that is:

Epylon Corporation
630 San Ramon Valley Blvd, Suite 210
Danville, CA 94526

IX.6 Fees in Non-Conforming Jurisdictions

Notwithstanding Section IX.4 no transaction fee is authorized to be charged to 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 all for school districts in all other counties of California. However, any agency using this contract where Section III.4 fees are not permitted shall be required to pay directly a two percent fee for use of the contract, imposed by MCOE on the authority of Public Contract Code 20118, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under contract.

X. Post Award Requirements

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X.1 WEB SITE CONFIGURATION

Each Bidder agrees that if they are awarded an Agreement under this bid, they will cooperate in the development of or access to a web site, linked to CalSAVE and its affiliate web sites, wherein Contract items will be visible to eligible LEAs and whereby LEAs will be able to have sufficient information to create a purchase order to be submitted in accordance with ordering instructions contained in this bid document.

X.2 PUNCHOUT

It is Monterey County Office of Education's preference, but not a requirement, that the Awarded Vendor have a punchout and e-order relationship with Epylon for the electronic transmission of orders.

X.3 SUBMISSION OF CATALOG ITEMS

In order to satisfy local County Office of Education rules regarding a Standard School Supply and Equipment List, an awarded Vendor may be required to provide a full electronic spreadsheet listing, with prices, of all catalog items under Contract and to update the list quarterly.

X.4 REPORTING

Awarded Vendor will compile quarterly reports listing each purchase made by MCOE and other participating agencies or LEAs under this Contract. Reports must be sent by the 15th of the succeeding month after the end of the quarter as e-mail attachments to the CalSAVE program administrator. Addresses for the delivery of reports will be: rlandolf@epylon.com. CalSAVE will notify Awarded Vendor if there is any change of e-mail addresses during the course of the Contract. Reports shall be provided in Microsoft® Excel format, shall have file names that identify the contractor/Vendor and the months being reported, shall include the fields listed below, and shall allow for sorting on any of these fields:

- Date of Order
- Name of Participating Agency or Buyer
- Manufacturer SKU number
- Vendor SKU Number
- Description of Item Purchased
- Quantity
- Unit Price
- Extended Price

X.5 MARKETING

Awarded Vendor will be responsible for carrying out a marketing plan as mutually agreed to by CalSAVE and Awarded Vendor. Any marketing plan submitted for consideration as part of this bid must minimally include a combination of mailings, phone solicitations, California trade show appearances, print advertising, and web site advertising. In addition to, or in concert with, marketing activities and plans described in a Bidder's bid submission, Vendor will:

- Include the approved CalSAVE logo, web address, and toll free number in print, electronic mail, and other advertising and promotion intended for release to California K-12 schools
- Ensure that the CalSAVE logo and associated CalSAVE information be of a clearly readable size and in appropriate proportion to other elements in the print material
- Provide CalSAVE with a copy of any advertisement or promotional material
- Provide CalSAVE with date of release and name of publication, journal, etc, wherein promotional materials will be published

- Place a CalSAVE vendor sign on booths, tables, etc. at exhibits for which the Vendor displays/participates at California tradeshows conventions and the like
- Notify CalSAVE in advance of any scheduled exhibits where the Vendor intends to participate in California
- Make available at any of its California exhibits CalSAVE supplied brochures or other promotion materials
- Insert the approved CalSAVE logo, web address, toll free number on the Awarded Vendor's California education web site, promoting and providing a link to the CalSAVE website

MCOE and CalSAVE affirm that their logos are original and free of any copyright violations and will indemnify an Awarded Vendor against any damages suffered from any successful claim of a copyright violation.

XI. Contract Length and Termination Rights

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XI.1 TERM OF AGREEMENT

The Agreement period is for three years: from the Award Date through December 31, 2018. Awards are valid throughout the Agreement period.

XI.2 EXTENSIONS OF CONTRACT TERM

MCOE at its sole discretion may elect to extend the term of this Contract for up to two (2) additional one- (1-year periods, but in no case shall a contract be in force for more than three years at one time.

MCOE shall give such notice to the contractor before December 31, 2018. If an extension is granted after the initial term, the extended term shall be from the January 1, 2019 to December 31, 2019.

To achieve a second extension, MCOE shall give such notice to the contractor before expiration of the extended term, which is December 31, 2019. If an extension is granted after the first extended term, the second extended term shall be from January 1, 2020 to December 31, 2020.

MCOE reserves the right the Award Vendor to offer month-to-month extensions for a period of up to six months, if legal or administrative circumstances so require.

XI.3 DEFAULT

In the event the Bidder to whom a Contract is awarded fails to perform in accordance with the terms and conditions of the bid or the Contract, MCOE may terminate this Contract and their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

XI.4 TERMINATION FOR DEFAULT

MCOE may, by written Notice of Default to the successful Bidder, terminate the Contract issued in whole or in part if:

A. The successful Bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the MCOE, the items(s) provided fail to perform satisfactorily;

OR

B. The successful Bidder fails to perform any of the other provisions of the bid, Contract, or purchase order, and does not cure such failure within a period of ten (10) days (or such longer period as MCOE may authorize in writing) after receipt of notice from MCOE specifying such failure.

In the event MCOE terminates the Contract for default, in whole or in part, MCOE, or any participating public agency, may acquire goods, similar to those terminated, from another source and the successful Bidder shall be liable for any excess costs of acquisitions of such similar goods.

XI.5 TERMINATION FOR CLOSURE, RE-ORGANIZATION

MCOE does not guarantee that any or all services will be requested for the duration of the Contract period. MCOE reserve the right to cancel this Contract if MCOE ever faces closure or legislative reorganization.

XI.6 BAIT AND SWITCH PROHIBITED
MCOE reserves the right to terminate for default or to suspend this contract, if evidence shows that the awarded vendor has baited an LEA with marketing or with prices based on this contract, and then has advised the LEA to use another contract at a lower price to avoid payment of Transaction Fees.

XII. Other Terms and Conditions

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XII.1 EPYLON TERMS AND CONDITIONS
Vendor will be bound to an Epylon Merchant Agreement, -- either an existing one a Vendor has in force with Epylon in California or, alternatively, the standard Merchant Agreement, which is attached.

XII.2 ACCEPTANCE OF TERMS AND CONDITIONS
Bidder must answer in response to the question in the Question Section whether he or she accepts MCOE's terms and conditions of this Invitation to Bid. A Bidder's failure to accept the terms and conditions or a Bidder notation of exceptions to any of MCOE's terms and conditions may result, in MCOE's sole discretion, a bid being deemed non-responsive.

XII.3 FORCE MAJEURE
Neither party will incur any liability to the other if its performance of any obligation pursuant to the Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's 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 Vendor shall notify the Agency (LEA) orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Agreement (Purchase Order) is prevented or delayed and (iii) 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 Vendor from reasonably making such estimation. The 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 ten (10) business days of LEAs written request such supporting documentation as the Agency (LEA) may reasonably request. After receipt of such notification, the LEA may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

XII.4 RIGHT TO WAIVE INFORMALITIES IN BIDDING
The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items, as determined to be in the best interest of MCOE.

XII.5 ASSIGNMENT OF THE CONTRACT
The Contract awarded under this bid shall not be assigned without the prior written approval of MCOE's chief business official or designated agent.

XII.6 INDEMNIFICATION AND LIABILITY
As it pertains to each LEA using this contract and the Awarded Vendor, each party ("indemnifying party") shall indemnify and hold harmless the other party ("indemnified party") for any damages or losses to the indemnified party arising from claims. "claims" are defined as (i) claims brought by a third party for death or personal injury to a third party, or (ii) damage to tangible personal property suffered or incurred by the indemnified party allegedly resulting from the grossly negligent or willful misconduct of the indemnifying party, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be a claim if such claim or damage was caused in whole or in part by the actions of the indemnified party, its employees, agents, contractors or representatives. Claims also do not include any damages or liability excluded in this agreement. In addition, neither MCOE nor Awarded Vendor will be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly

arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware. The obligation of the indemnifying party to indemnify and hold the indemnified party harmless is contingent upon the indemnified party providing the indemnifying party with (i) prompt written notice of and description of each claim, (ii) sole authority to defend or settle any such action, suit or proceeding, and (iii) all reasonable assistance in any such defense.

Neither MCOE nor the Awarded Vendor shall be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. The Awarded Vendor will not be held liable or responsible for any amount of damages in excess of the lesser of: (i) the dollar amount paid by any purchaser for the product(s) giving rise to the claim; or (ii) $50,000.00.

XII.7 PUBLIC RECORDS
All documents received by MCOE, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act, Government Code 6250-6270. Bidder shall identify information contained in the bid, which the Bidder deems to be confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act. Note: A blanket statement that all contents of the bid are confidential or proprietary will not be honored by MCOE.

XII.8 RGHTS OF LEAS
Unless otherwise agreed in this Contract, the rights and remedies of the LEA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law and under the Contract.

XII.9 GOVERNING LAW AND VENUE
The laws of the State of California govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

XII.10 SEVERABILITY:
The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

XII.11 TERMINATION FOR NON-PAYMENT
The Awarded Vendor understands and agrees that failure or refusal to comply with the provisions set forth in Section IX.4 and IX.5 regarding reports and the payment of the two percent 2% Transaction Fee in conjunction with any use of this Contract by MCOE or any other LEA is grounds for cancellation of the Contract as described in Sections XI.3 and XI.4

XII.12 SALES TAX
Awarded Vendors must be authorized to sell in California and must collect and remit all required sales taxes associated with sales to LEAs within California. Sales tax rates for LEAs are different for each agency, depending upon their location within a taxing jurisdiction. Proper collection must be made from each participating LEA.

XII.13 LOCAL LEA COUNSEL
Both the Awarded Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Awarded Vendor and LEAs consult with their own legal counsels before consummating a purchase under this Contract.

XII.14 AWARDED VENDOR TERMS OF SALE
An Awarded Vendor's terms and conditions as published on its ordering website may be incorporated into the terms of any purchase order fulfilled. In case of conflict, the order of precedence is as follows 1) California and Federal law, 2) the Terms and Conditions of Invitation to Bid #527683, 3) Epylon's Merchant Agreement, 4) the Awarded Vendor's published terms and conditions.

XII.15 COPYRIGHT

These bid documents and all attachments are copyrighted in 2015 by the Epylon Corporation and the Monterey County Office of Education (©2015, Epylon and Monterey County Office of Education).

XIII. Code Citations

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XIII.1 PUBLIC CONTRACT CODES

Public Contract Code 20112. For the purpose of securing bids the governing board of a school district shall publish at least once a week for two weeks in some newspaper of general circulation published in the district, or if there is no such paper, then in some newspaper of general circulation, circulated in the county, and may post on the district's Web site or through an electronic portal, a notice calling for bids, stating the work to be done or materials or supplies to be furnished and the time when and the place and the Web site where bids will be opened. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid shall not be received after that time. The governing board of the district may accept a bid that was submitted either electronically or on paper.

Public Contract Code 20118. 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. Upon receipt of any such personal property, provided 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.

Public Contract Code 20652. Notwithstanding any other provisions of Sections 81640 to 81654, inclusive, of the Education **Code**, or of Sections 20651 to 20659, inclusive, of this **code**, the governing board of any community college district without advertising for bids, and when that 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. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the **contract**, lease, requisition, or purchase order, the community college 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.

XIII.2 EDUCATION CODES

Education Code 1276. The county superintendent of schools may contract with an acceptable party who is one of the three lowest responsible bidders for the lease, purchase, or maintenance of electronic data-processing systems and for the lease, purchase, or maintenance of supporting software.

Education Code 17597. In addition to utilizing the procedures specified in Article 14 (commencing with Section 17545) of Chapter 4, any school district or any county board of **education** may, by direct sale or otherwise, sell to a purchaser any electronic data processing equipment, other major items of equipment, or any relocatable building owned by, or to be owned by, the school district or county board, if the purchaser agrees to lease the equipment or building back to the school district or county for use by the school district or county following the sale.

The approval by the governing board of the school district or of the county superintendent of schools of the sale and leaseback shall be given only if the governing board of the school district or the county superintendent of schools finds, by resolution, that the equipment is data processing equipment, another major item of equipment, or a relocatable building within the meaning of this section and that the sale and leaseback is the most economical means for providing the electronic data processing equipment, other

major items of equipment, or relocatable building to the school district or county. For purposes of determining the area of existing adequate school construction under the Leroy F. Greene State School Building Lease-Purchase Law of 1976, any portable relocatable classroom acquired under this section and used for classroom purposes shall be considered owned by the district.

Education Code 38110. The county board of education shall on or before the first day of February of each year establish rules and regulations under which any school district in the county shall, except as provided in Section 40002, purchase standard school supplies and equipment through the county superintendent of schools, or when so directed by him or her, through a county purchasing agent.

When the county superintendent of schools purchases standard school supplies without directing their purchase through the county purchasing agent or other county, city, or school district agent or agency, he or she shall make such purchase from the lowest responsible bidder who shall give such security as the county superintendent of schools requires, or else reject all bids. For the purpose of securing bids, the county superintendent of schools shall publish at least once a week for two weeks in a newspaper of general circulation published in the county, a notice calling for bids stating where the list and specifications of standard school supplies and equipment to be furnished may be obtained and the time when, and the place where bids will be opened.

The county board of education shall list as standard school supplies and equipment such supplies and equipment as can be advantageously purchased in quantity. The list of standard school supplies shall be accompanied by a table of specifications giving the minimum grade, quality, substance, or other standard required for the purchase of each item listed.
The cost of advertising for bids and the cost of preparation of a table of specifications shall be paid from the county general fund. The provisions of this section shall not apply to counties of the first or second class containing no more than three districts with an average daily attendance of less than 2,500.

Education Code 38112. (a) Except as provided in subdivision (b), the governing board of any school district may purchase any necessary school supplies and equipment, including standard school supplies and equipment listed by the county board of education, in the manner provided in this chapter, or the governing board of any school district may purchase such supplies and equipment directly from the vendor. Such direct purchase may be as a single district or two or more districts acting as a cooperative.

(b) An elementary school district having an average daily attendance of less than 2,500 during the preceding fiscal year may purchase standard school supplies and equipment directly from a vendor only by means of a purchasing cooperative representing a total average daily attendance in excess of 2,500 and then only if the county superintendent of schools has on file a document certifying the school district's membership in such a cooperative.

Education Code 81645.5. In addition to utilizing the procedures specified in Article 9 (commencing with Section 81450) of Chapter 2, any community college district 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 district, if the purchaser agrees to lease the equipment back to the district for use by the district following the sale.

The approval by the governing board of the district 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 within the meaning of this section 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 district.