



# **Education Technology Joint Powers Authority**

**Bid No. 25/26-01  
Technology Equipment: iOS and macOS**

**Bid Deadline/Opening: October 8, 2025 at 2:00 pm**

**Contact: Michelle Bennett, Purchasing Dept.  
Education Technology JPA  
5050 Barranca Parkway, Irvine, California 92604  
Telephone: (949) 936-5022 Fax (949) 936-5219  
Email: [edtechjpa@iusd.org](mailto:edtechjpa@iusd.org)**

**All dates subject to change at the sole discretion of Ed Tech JPA. Please continue to check our website throughout the bid and selection periods for updates.**

**<https://edtechjpa.org/procurement/current-procurements>**

**NOTICE CALLING FOR BIDS**

AGENCY: Education Technology JPA

BID RESPONSE DEADLINE: October 8, 2025 at 2:00 pm

PLACE OF RECEIPT: Education Technology JPA  
%: Irvine Unified School District; IT Department/Bldg. B Conf Room 2  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604-4652

NOTICE IS HEREBY GIVEN that the Education Technology JPA, acting by and through its Governing Board, hereinafter referred to as "Ed Tech JPA" will receive up to, but no later than, the above stated Bid Submission Deadline, sealed bids at the place identified above for the award of a contract for Bid No. 25/26-01 Technology Equipment: iOS and macOS.

Request for Bid documents can be downloaded at:

<https://edtechjpa.org/procurement/current-procurements>

Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the forms provided in the Bid Documents.

Time is of the essence. The Ed Tech JPA reserves the right to reject any and all submissions, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any Bid Response or during the evaluation process. The award of a Master Contract(s), if made by the Ed Tech JPA, will be by action of the Governing Board.

Pre-Bid Vendor Conference: The Ed Tech JPA will conduct a non-mandatory pre-bid vendor conference on September 16, 2025 at 3:00pm pacific time at: <https://iusd.zoom.us/j/81040329225?pwd=BLXL4ueo1g5pVOWa5veeelAbslq9kr.1>. Vendors who wish to attend this meeting should RSVP to [edtechjpa@iusd.org](mailto:edtechjpa@iusd.org).

Any questions regarding the Request for Bids shall be directed to [edtechjpa@iusd.org](mailto:edtechjpa@iusd.org), via e-mail only by 5:00 pm on September 24, 2025. All responses will be posted on the Ed Tech JPA's website.

Education Technology JPA  
Governing Board

Publish: September 9 & 16, 2025

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## INFORMATION FOR VENDORS

### 1.0 BACKGROUND AND OVERVIEW

#### 1.1 Overview & Requested Services

The Ed Tech JPA, a California Joint Powers Authority (Ed Tech JPA), invites qualified, experienced vendors (Vendors) to submit responsive bids (Bids, Responses, or Bid Forms) in compliance with the specifications contained in this notification calling for bids (Bid No. 25/26-01). This Bid No. 25/26-01 is for technology equipment, including but not limited to laptops, tablets, and other devices that run iOS or macOS software, and ongoing services, although ancillary products and services may be included in the provision of these items (Equipment, Products, and/or Services). Selection for award(s), if any, will go to the lowest-cost responsive and responsible Bidder. **Products offered by the Vendor(s) selected for the award of a Master Agreement will be available for purchase, lease, and/or lease-to-own by all California public agencies and public agencies outside of California who have verified that they are eligible to participate.**

In addition to reviewing Bid Responses for Ed Tech JPA, the initiating agency, Fullerton School District, has an immediate need for the product and anticipates entering into a Purchase Agreement for the Product following execution of the Master Agreement awarded pursuant to this Bid.

#### 1.2 Joint Powers Authorities

Pursuant to the California Joint Exercise of Powers Act and Government Code 6500 and 6502, a JPA may be created in California when two or more local government entities enter into an agreement to exercise jointly any power common to the contracting parties. JPAs are frequently used to aggregate expertise and purchasing power for procurement, as in the case of insurance or utilities services. JPAs can be given any of the powers inherent in the participating members, as specified in a joint powers agreement.

#### 1.3 Ed Tech JPA

Ed Tech JPA is a JPA duly formed and existing under the California Joint Exercise of Powers Act. Ed Tech JPA was formed to aggregate purchasing power and expertise for public agencies. While Ed Tech JPA's focus is primarily California K-12 public schools, our membership has grown to include colleges and government agencies outside of California. This Bid No. 25/26-01 is issued on behalf of Ed Tech JPA's membership. A list of current Ed Tech JPA members is available on the JPA's website: <https://edtechjpa.org/about/our-ed-tech-jpa-members>.

#### 1.4 Eligible Entities and Participants

The pricing, terms, and conditions of any award pursuant to this Bid No. 25/26-01 will be made available to current Ed Tech JPA members and to other “Eligible Entities” who elect to join the Ed Tech JPA. For purposes of this Bid, Eligible Entities are: (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase, lease, and/or lease-to-own goods or services through a procurement vehicle such as Ed Tech JPA.

For purposes of this Bid, a “Participant” is an Eligible Entity who chooses to purchase, lease, and/or lease-to-own items through this Bid No. 25/26-01. Eligible Entities must first become Associate Members of the JPA by entering into an Associate Member Agreement, and thereafter may elect to become Participants of the Master Agreement by entering into a Purchase Agreement with Vendor. Founding Members of Ed Tech JPA may be a Participant without entering into an Associate Member Agreement.

Notwithstanding the purchase and/or leases anticipated by the initiating district stated above, an award issued pursuant to this Bid No. 25/26-01 does not represent an obligation by Ed Tech JPA, or by any Eligible Entity and/or Member, to purchase and/or lease items. Although a Master Agreement awarded under this Bid does not guarantee a particular level of sales as a result of that Master Agreement, Ed Tech JPA’s mission to meet the procurement needs of our program Participants indicates that a Vendor who is committed to this program will achieve success in its sales efforts.

### **1.5 Master Agreement**

The awarded vendor will enter into a Master Agreement with Ed Tech JPA. A sample Master Agreement is attached in the Required Forms section, and may be negotiated after award.

After a Master Agreement has been established, the Vendor’s proposed Products and Services will be listed on the Ed Tech JPA website. Ed Tech JPA will also include procurement and contract documentation on its website. The awarded Vendor must comply with Members’ needs and Ed Tech JPA’s processes to ensure compatibility with all legal and regulatory requirements.

Each Participant is responsible for completing their own due diligence regarding the suitability of Vendor.

The awarded Vendor will work with Ed Tech JPA to negotiate a Purchase Agreement to be executed when a Participant elects to purchase, lease, and/or lease-to-own the Products and/or

Services. Prior to executing Quotes, Statements of Work and/or Purchase Orders (“Orders”), Members will work with a Vendor representative to determine the delivery timeline and additional Order information. To confirm a Participant’s request to purchase, lease, and/or lease-to-own Products using the Bid, Participant and Vendor must complete and execute a Purchase Agreement and an Order for the specific Products and/or Services. An Eligible Entity is not bound to a purchase and/or lease until it has obtained any necessary approval from its Board and executed a Purchase Agreement and Order with the Vendor for the Products and/or Services.

Vendors must report to Ed Tech JPA any income directly or indirectly resulting from the sale of products included in the Master Agreement to Participants, for purchases and leases made using Ed Tech JPA agreements and/or relying on this Bid. Reports must be submitted for the Quarters and within the timeline outlined in section 1.12: Usage Reporting Requirement of this Bid and sections 13. Transaction Reporting and 14: Administrative Fee of the sample Master Agreement. Vendors must remit a copy of all Purchase Agreements and Orders, including renewals and amendments, to Ed Tech JPA within thirty (30) days of request by Ed Tech JPA.

### **1.6 Purchase Agreements, Payments & Order Fulfillment**

Upon contract award pursuant to this Bid, the prevailing Vendor will work with Ed Tech JPA to prepare a Purchase Agreement template for all Products and Services available through the Master Agreement. Members shall enter into a Purchase Agreement with Vendor when they desire to purchase, lease, and/or lease-to-own Products and/or Services under this Bid. A sample Purchase Agreement is attached in the Required Forms section, and may be negotiated after award.

Ed Tech JPA will make the completed Purchase Agreement template available for Members on its website. The Ed Tech JPA website will include the awarded Vendor’s contact information as listed in Vendor’s Bid Response and links to Vendor’s Bid Response, Pricing Forms, Clarifying Question Responses, Master Agreement, and Purchase Agreement template.

Members may review the awarded Bid Response on the Ed Tech JPA's website and conduct their own due diligence to determine which product best meets their unique needs.

JPA Members may approach Vendor directly to establish a Purchase Agreement, request Orders and order Products. Orders may be issued at any time during the term of the Purchase Agreement. Orders shall include a reference to this Bid No. 25/26-01 Technology Equipment: iOS & macOS.

If the Participant elects to confirm the purchase, lease, and/or lease-to-own, it shall obtain any required board approval, execute the Purchase Agreement and applicable Order (including any required exhibits), issue a Purchase Order directly to Vendor, and submit payment to Vendor in accordance with Participant practices. Once an executed Purchase Agreement is processed, Participant will work directly with Vendor for order fulfillment. Vendor will deliver products and services directly to the Participant in accordance with the Order.

Purchases made pursuant to this Bid may include additional services as determined between the Vendor and Participants. The cost of additional services not reflected in the product purchase and/or lease price found in the Bid Form Pricing Sheet shall also be subject to the Administrative Fee assessed by Ed Tech JPA.

If Vendor requires access to any school site, Vendor shall first set a visit date with the Participant.

### **1.7 Period of Performance**

The term of the Master Agreement resulting from this Bid shall be five (5) years (Term). Purchase Agreements entered into by Participants and Vendor shall commence when entered into and share an end date with the Master Agreement, unless the Participant and Vendor agree otherwise.

The parties understand that Statements of Work may extend for multiple years after the Term of the Master Agreement and Purchase Agreement. The expiration or termination of the Master Agreement shall not affect Vendor's obligation to deliver Products and Services ordered by Participants prior to the expiration of the Master Agreement or Participant's obligation to pay for said Products and Services.

### **1.8 Reservation of Rights**

Ed Tech JPA reserves the right to reject any or all Bid Responses, and to waive any irregularities or informalities in any Bid Responses or in this bidding process.

Ed Tech JPA reserves the right to modify the Bid documents, or any portion thereof, by the issuance of written addenda posted on the Ed Tech JPA website. In the event Ed Tech JPA shall modify any portion of the Bid documents pursuant to the foregoing, the Bid Response submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued.

Ed Tech JPA and Participants reserve the right to contact all references and conduct a background inquiry of the selected Vendor(s) which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. Ed Tech JPA and Participants reserve the right to obtain from any or all sources, information concerning Bidder which Ed Tech JPA and/or Participant deem pertinent and to consider such information in evaluating the Bidder's Bid Response.

Ed Tech JPA shall have the right to negotiate any and all of the final terms and conditions of any agreement with Vendor and nothing in this Bid or any Bid Response shall be deemed or construed as a limitation of such rights.

This Bid is solely a solicitation for Bid Responses. Neither this Bid, nor any response to this Bid shall be deemed or construed to: (i) create any contractual relationship between Ed Tech JPA and any Vendor; (ii) create any obligation for Ed Tech JPA or its Members to enter into a contract with any vendor or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Bid Response. All costs incurred in the preparation or submission of a Bid Response shall be entirely the responsibility of the Vendor and shall not be chargeable directly or indirectly to the Ed Tech JPA, its Members, or Eligible Entities.

### **1.9 Indemnification**

Vendor will indemnify, defend and hold harmless Ed Tech JPA, its agents, employees and assigns, including independent contractors, and any Participant contracting with Vendor (Indemnified Parties) from any and all claims arising out of this bid and award process and to the extent that the claim is attributable to the fault or action of the Vendor.

The successful Bidder will be required to defend, indemnify and hold harmless Ed Tech JPA and Participants including, their Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreements and in its performance of the Purchase Agreement with each Participant.

### **1.10 Special Note on Vendor Pricing**

The unit prices set forth by Vendor in the Bid Form Pricing Sheet are intended to give Participants flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner. Ed Tech JPA and Vendor desire that Participants may take advantage of volume discounts for orders of large quantities of Equipment and Services. For this reason, Participants retain the right to negotiate prices below the unit bid prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Vendor and Participant, for any applicable Orders.



Vendor may add or delete Products and/or update pricing for Short List Bid Items after award if:

- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or are substantially equivalent to original Products listed in the Bid, Vendor's Bid Response and/or the Master Agreement;
- C. An adjustment for inflation;
- D. An Amendment to the MA is established.

Updated Products and/or pricing will be included on new Orders to Participants. Documentation may be required to substantiate price increases beyond five percent (5%).

In the event of a price decline for any Short List Bid Item, such lower prices are to be immediately included in new Orders to Participants. In addition Vendor shall notify Ed Tech JPA in writing promptly and a Master Agreement Amendment shall be established.

Catalog Discounts shall remain consistent through the Term of the Agreement. Catalog Discounts shall be applied to Vendor's current online pricing list provided on the Bid Form Pricing Sheet.

#### **1.11 Ed Tech JPA Administrative Fee**

Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as a percentage of the invoiced amount of any Order with Vendor based on an award under this Bid, including purchases, leases, and lease-to-own agreements, any additional services, and agreement extensions or renewals. The percentage of invoiced amount shall be negotiated after award, but **shall not exceed two percent (2%)**. Payment of the Admin Fee is due from Vendor to Ed Tech JPA when Vendor submits Quarterly Reports or when Vendor receives payment from Participant(s), whichever is later.

Computations of the Admin Fee shall exclude state, local, or federal taxes levied on invoiced amounts, interest charges, and shipping/delivery costs. In the event the Ed Tech JPA board of directors determines to modify the Admin Fee or how it is calculated, the changes shall be communicated to Vendors and updated on the website. Such changes shall take effect no sooner than thirty (30) days after notifying Vendor and shall apply to all Quotes entered into thereafter. The Admin Fee shall not be increased.

#### **1.12 Usage Reporting Requirement**

Upon contract award pursuant to this Bid, the prevailing Vendor will comply with all reasonable requests by Ed Tech JPA for information regarding Vendor's transactions with Participants, including transmittal of transaction data in electronic format. Vendor is responsible to collect

and report all sales data including resellers and partners sales associated with the Master Agreement. Vendor will report to Ed Tech JPA all Products ordered by Participants, in reasonable detail ("Quarterly Reports"). Quarterly Reports must coincide with the quarters in the fiscal year as outlined below:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 15 *to allow for fiscal year end
July 1 - September 30	October 31
October 1 - December 31	January 31

Vendors must identify the person responsible for providing the mandatory usage reports. This contact information must be kept current during the Master Agreement period. Ed Tech JPA must be notified if the contact information changes.

The purpose of the Master Agreement usage-reporting requirement is to aid in Master Agreement management. The specific report content, scope, and formal requirements will be provided to the awarded Vendors during Master Agreement execution. Failure to comply with this requirement may result in Master Agreement cancellation.

## **2.0 INSTRUCTIONS TO VENDORS**

### **2.1 Bid Contact and Correspondence**

All correspondence related to the Bid must be directed to the following designated Ed Tech JPA Bid contact:

[edtechjpa@iusd.org](mailto:edtechjpa@iusd.org)

Ed Tech JPA  
% Irvine Unified School District  
IT Department  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604

There will be no verbal understandings recognized by the Ed Tech JPA.

No Vendor should attempt to contact or obtain information regarding this Bid from any other Ed Tech JPA representative.

All official records will be posted on the Ed Tech JPA website:

<https://edtechjpa.org/procurement/current-procurements> or sent in writing by the official contact listed on the Bid or Amendments. It is the Vendor's responsibility to monitor the website for changes, updates, revisions and/or uploaded documents.

## **2.2 Bid Response Deadline and Submission**

Bid Responses must be received no later than **2:00 pm PST on December 10, 2025** (Public Contract Code Section 20112).

Vendor to submit:

- (1) Master Bound Hardcopy Bid Response in a binder that allows for easy removal of pages.
- (1) Additional Bound Hardcopy Bid Response in a binder that allows for easy removal of pages.
- (1) Electronic Bid Response on CD or Flashdrive

The complete Bid Response, together with any and all additional materials as required, shall be submitted in a sealed box/envelope and shall be clearly marked: *"Response to Bid No. 25/26-01 Technology Equipment: iOS & macOS"*.

Bid Responses shall be submitted to:

Ed Tech JPA

% Irvine Unified School District

IT Department

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, California 92604

Bid Responses must conform, be completed in full, and be responsive to all Bid documents and shall be made on the Bid Form, Required Document Forms, and Bid Form Pricing Sheet.

## **2.3 Delivery to Ed Tech JPA**

Bid Responses may be delivered between the hours of 9:00am and 4:00pm on weekdays, excluding holidays. Written Bid Responses must be received at the Ed Tech JPA Procurement Office no later than the Bid Submission Deadline specified in the Calendar of Events. No

telegraphic, facsimile, or emailed Bid Response will be accepted. Ed Tech JPA assumes no responsibility for late delivery. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.**

In accordance with Government Code Section 53068, any Bid Response received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. Education Technology Joint Powers Authority ("Ed Tech JPA") assumes no responsibility for late delivery. At the time and place set forth for the opening of Bid Responses, the sealed bids will be opened.

If discrepancies between two (2) or more copies of the Bid Response are found, the Bid Response may be rejected. If, however, the Bid Response is not rejected, the master copy will provide the basis for resolving such discrepancies.

#### **2.4 Withdrawal, Resubmission or Modification**

A Vendor may withdraw its Bid Response at any time prior to the Bid Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to the designated Ed Tech JPA Bid contact, signed by the Vendor or authorized agent. The Vendor may thereafter submit a new or modified Bid Response prior to the Bid Submission Deadline.

Modification offered in any other manner, oral or written, will not be considered. A Bid Response cannot be changed, corrected, or withdrawn after the Bid Submission Deadline. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

Changes in or additions to any of the Bid Documents, alternative Bid Responses, or any other modifications which are not specifically called for in the Bid Documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the Bid Documents will be considered.

#### **2.5 Calendar of Events**

<u>CALENDAR OF EVENTS</u>		
Event	Details	Date
<b>Bid Advertised</b>	Orange County Register	September 9, 2025 & September 16, 2025

<b>Bid Posted</b>	Ed Tech JPA Website	September 9, 2025
<b>Last Day to Submit RFIs/Questions</b>	<a href="mailto:EdTechJPA@iusd.org">EdTechJPA@iusd.org</a>	September 24, 2025 at 5:00 pm
<b>Response to Questions/RFIs Posted</b>	Ed Tech JPA Website	October 1, 2025
<b>Bid Submission Deadline/Opening</b>	Ed Tech JPA Procurement Office % Irvine Unified School District Office IT Dept /Bldg. B - Conference Room 2 5050 Barranca Parkway Irvine, CA 92604	<b>October 8, 2025 at 2:00 pm</b>
<b>*Ed Tech JPA Board Action</b>	Award of Contract	*anticipated October 30, 2025

\*All times are pacific time

\*All dates are subject to change. Amendments to these dates, and other aspects of the Bid, will be posted at <https://edtechjpa.org/procurement/current-procurements> .

## 2.6 Preparation

A Bid Response should be prepared in such a way as to provide a straightforward description of Vendor's capabilities to satisfy the requirements of this Bid. Emphasis should be concentrated on conformance to the Bid instructions, responsiveness to the Bid requirements, and completeness and clarity of content.

Bid Responses shall be submitted on the prescribed forms and completed in full. The completed documents(s) should be without interlineations, alterations, or erasures unless each such correction is authenticated by affixing the initials of the person(s) signing the Bid Response in the margin immediately adjacent to the correction. No oral, telephonic, facsimile or electronic modification of any of the Bid Documents will be considered. The Bid Response should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. Whenever the amount resulting from the multiplication of the unit price bid by the Bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes.

In the event that any Bid Response is unintelligible, illegible or ambiguous, the Bid Response may be rejected as being non-responsive. Deviations from any bid term or condition may cause

a Bid Response to be rejected as nonresponsive. All deviations must be clearly noted at time of Bid Response submission. If not noted, the assumption is that Bidder is bidding as specified in Bid.

The person signing verifies that they are authorized to submit the Bid Response and bind Vendor to provide the Products and Services listed in the Bid Response and any resulting Master Agreement, Purchase Agreement(s), and Order(s). The signatures of all persons shall be in longhand and in ink or signed via approved electronic signature platform. Prices, wording and notations must be in ink or typewritten.

Additional material may be submitted with the Bid Response as appendices.

The contents of Vendor's Bid Response, including technical specifications for Products and Services, shall remain valid for a minimum of one hundred and sixty (160) days after the Bid Response due date. If selected, Vendor's Bid Response pricing shall remain valid for the duration of the contract term including the original contract and all extensions, except as denoted in Section 1.10: Special Note on Vendor Pricing of this Bid and in resulting Agreements.

If Vendor's Bid Response includes functionality from a different platform than the proposed Products and Services the platform offering the functionality shall be clearly identified and all additional costs must be outlined clearly and included in the Bid Form Pricing Sheet. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

## **2.7 New Equipment**

Bidder shall not provide "Remanufactured Equipment," i.e. equipment that has been factory disassembled to a predetermined standard, then reassembled by using new parts and some used or recycled components. Participants shall be the first users of the Products. All items furnished under this Bid shall consist of new and original components.

## **2.8 Bid Prices**

Bid prices are to include all costs associated with the Products and Services included on Bid Form Pricing Sheet including, but not limited to, hardware, software licensing, support, containers, packing, implementation, service, and miscellaneous costs. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this Bid. Notwithstanding the foregoing, do not include State Sales or Use Taxes in unit prices. Do not include shipping/delivery costs. Applicable State tax and shipping/delivery costs shall be

included on Orders and paid for by the Participant as agreed upon between Vendor and Participant.

The Bid Pricing Sheet includes both Short List Bid Items and Catalog Discount pricing:

Short List Bid Item: Bidders are to complete the Short List Bid Item Pricing Form with the listed Individual Products and Services. Bidders may add additional rows for tiered pricing and specify the different tier quantities in the "Minimum Purchase Amount" column. Bidders must complete all items, or the Bid Response submitted may be declared non-responsive. If a Bidder will not bid on an item, it should write "No Bid" under the unit price. Requested items may be substituted, pursuant to Section 2.10 Substitutions and Section 2.11 Requests for Information (RFIs) and Substitutions

Catalog Discount: Participants desire the option to purchase, lease, and/or lease-to-own additional items not individually listed in Bid Response from Bidder's catalog. The Ed Tech JPA requests that Bidders list a minimum percentage discount that will be offered to Participants on Bidder's entire Equipment and Services offerings (beyond the specific models of Equipment that are listed individually in the Short List Bid Items). The minimum percentage discount is the standard price reduction Vendor will extend to all Ed Tech JPA members making a purchase in connection with this Bid. Awarded Vendor will have the option to provide additional negotiated discounts to individual members at its discretion.

Please state the minimum percentage discount to deduct from the Manufacturer's Suggested Retail Price (MSRP) in the Catalog Discount section on the Bid Form Pricing Sheet. The discount will apply to the MSRP of the purchased products and services *at the time orders are placed*. Bidder may offer different discounts for separate manufacturers or product types of requested catalog categories. Bidder may include additional line items specifying the percentage discount for each manufacturer and/or product type on the Bid Form Pricing Sheet.

Bidders shall include a link to Bidder's online catalog on the Bid Form Pricing Sheet. The published catalog price must be verifiable during the course of each calendar year for the term of the Agreement for audit purposes. All discounted pricing will be subject to the same terms and conditions included in the Bid. Any exceptions to across-the-board discounts off of MSRP should be submitted with Bid Response.

For Services provided directly by Bidders and not through a manufacturer, MSRP should be interpreted as 'Provider's standard rate'. If the Services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the minimum discount off those rates in the Catalog Discount section.

## **2.9 Brand Names and Model Numbers**

Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified are derived from existing standards among Ed Tech JPA Members. This specification is not intended to restrict competition. Ed Tech JPA may approve substitutes of equal specifications and capabilities as described in Section 2.10 Substitutions and Section 2.11 Requests for Information (RFIs) and Substitutions.

Bidders may find discrepancies in the model numbers given, in that the model number may not be the most current version of the described products. The most current version may have a different model number or SKU than what is specified on the Bid Form Pricing Sheet. Products that are direct successors of the products listed, and have equivalent or better specifications, will be accepted as substitutions. Bidders should note that the referenced Products in their Bid Responses are for the same items as specified by designating "New Number" in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 2.10 Substitutions and Section 2.11 Requests for Information (RFIs) and Substitutions.

## **2.10 Substitutions**

All Products and Services bid must conform to the terms and conditions set forth in this Bid. Ed Tech JPA reserves the right to reject all Bid Responses that do not conform to the Bid.

Whenever any Product is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service, equipment, or operating system desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to Ed Tech JPA approval.

**SHORT LIST BID ITEM SUBSTITUTIONS:** Should the Bidder wish to request any substitution for the equipment or operating systems specified in the Short List of the Bid Form Pricing Sheet, the Bidder shall submit a written request to Ed Tech JPA **within the timeframe stated for Requests for Information (RFI's), in accordance with this Section 2.10 Substitutions and Section 2.11 Requests for Information (RFIs) and Substitutions**



**and as noted on the Calendar of Events.** Bidders submitting RFIs requesting substitutions of “or equal” Products should include the line number, description, and manufacturer and model number listed in the Bid, and the manufacturer and model number of the proposed “or equal” Product. Descriptive technical literature fully describing the claimed “or equal” Product (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number should be provided. Suitability and valuation of “equals” rest in the sole discretion of Ed Tech JPA. Requests for substitution received after the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events) will not be considered.

**CATALOG DISCOUNT SUBSTITUTIONS:**

For proposed Catalog Discount work, equipment, and operating systems, Bidders should list all manufacturers available in the column denoted “Brands/Manufacturers” on the Bid Form Pricing Sheet. Bidders are not required to offer Equipment from the manufacturer listed in the description. Bidders may propose additional “or equal” manufacturers. Suitability and valuation of “equals” rest in the sole discretion of Ed Tech JPA.

Samples of substitution Equipment/Manufacturer Equipment may be required for evaluation. Samples will be delivered to Ed Tech JPA and returned to the Bidder at the Bidder’s expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in the required time may not be considered for award.

If the substituted item/manufacturer is acceptable, Ed Tech JPA will approve it in an Addendum posted to the Ed Tech JPA website. It is the Bidder’s responsibility to monitor the Ed Tech JPA website for changes, updates, revisions and/or uploaded documents

It is understood and agreed to by the Bidder that Ed Tech JPA reserves the right to reject any such proposed substitution. If the “or equal” Equipment, Services, or operating system offered as a substitution by the Bidder is not acceptable, in the sole opinion of Ed Tech JPA, and an Addendum with the proposed “or equal” item(s) is not issued, then the Bidder expressly understands and agrees that Bidder shall furnish the Equipment, Services, or operating system specified by Ed Tech JPA in the Bid. Ed Tech JPA is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items/manufacturers shall be borne by the Bidder. Ed Tech JPA shall be the sole judge as to the quality and suitability of proposed substituted items/manufacturers, and decisions of Ed Tech JPA shall be final and conclusive.

### **2.11 Requests for Information (RFIs) and Substitutions**

Vendors are encouraged to ask questions during the open RFI period. All questions shall be in writing and submitted to the listed Ed Tech JPA contact person. Questions must be received by the deadline specified in the Calendar of Events. If any Bidder is in doubt as to the true meaning of any part of the Bid, wishes to request a substitute “or equal” item for Products, Services, or operating systems listed on the Short List in the Bid Form Pricing Sheet, or finds discrepancies in the Bid, or omissions from the Bid, a written request for an interpretation or correction thereof must be submitted to Ed Tech JPA via email to [EdTechJPA@iusd.org](mailto:EdTechJPA@iusd.org) **by September 24, 2025 5:00pm pacific time**. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid will be made solely at Ed Tech JPA discretion and only by written addendum duly issued by the Ed Tech JPA, and a copy of such addendum will be posted publicly on the Ed Tech JPA website by the “Response to Questions/RFIs Posted” listed on the Calendar of Events. No person is authorized to make any oral interpretation of any provision in the Bid, nor shall any oral interpretation of the Bid be binding on the Ed Tech JPA or Participants. All responses shall be in writing by an authorized Ed Tech JPA employee or its designated representative. Responses to all RFIs received by the deadline will be posted on the Ed Tech JPA website. It is Vendor’s responsibility to monitor the Ed Tech JPA website for RFI Responses, Bid Amendments, changes, updates, revisions and/or uploaded documents.

If there are discrepancies of any kind in the Bid, the interpretation of Ed Tech JPA shall prevail. Submittal of a Bid Response without a request for clarifications shall be incontrovertible evidence that the Bidder has determined that the Bid are acceptable and sufficient for bidding and completing the work and providing the Products and Services; and that the Bidder is capable of reading, following and providing the Products and Services in accordance with the Bid.

At its own expense and prior to submitting its Bid Response, each Bidder shall examine all Bid documents; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the requested Products and Services, including the cost of permits and licenses required for the requested Products and Services; determine the character, quality of Services to be performed and the Products to be provided; and correlate its observations, investigations, and determinations with all requirements of the Bid. Ed Tech JPA shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the Bid.

### **2.12 Bidders Interested in More Than One Bid**

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) Bid Response for the same Products and Services unless alternate Bid Responses are specifically called for by the Ed Tech JPA. A person, firm, or corporation that has submitted a sub-response to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a Bid Response or quoting prices to other Bidders or submitting a Bid Response.

### **2.13 Amendments to the Bid**

During the open Bid period, Ed Tech JPA may amend the Bid. Amendments to the Bid and/or calendar of events will be posted at

<https://edtechjpa.org/procurement/current-procurements>.

### **2.14 Public Records Act**

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its Bid Response, during the Bid process, and during the course of any work awarded shall become the exclusive property of Ed Tech JPA and Participants and may be **deemed public records** and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). Ed Tech JPA's and Participants' use and disclosure of their records are governed by this Act. Under no circumstances will Ed Tech JPA be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. If litigation is brought under the Public Records Act concerning documents submitted in response to this Bid, Vendor shall indemnify, defend and hold harmless Ed Tech JPA in such litigation.

The prevailing Bid Response and all information therein will be available to Ed Tech JPA Members through a member's-only webpage.

### **2.15 Governing Law**

The laws of the State of California, with jurisdiction and venue located in the County of Orange shall govern all aspects of the Bid and any resulting Agreements.

### **2.16 False and Misleading Statements**

A Bid Response which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by Vendor, may be rejected if, in the opinion of Ed Tech JPA, such information was intended to mislead Ed Tech JPA in its evaluation of the Bid Response, and the attribute, which is a condition or capability of a requirement of this Bid.

### **2.17 Anti-Discrimination**

In connection with all Products and Services provided under this Bid, there shall be no lawful discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

### **2.18 Covenant Against Gratuities**

Vendor warrants by signing and submitting its Bid Response that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Ed Tech JPA with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, Ed Tech JPA shall have the right to terminate the contract, either in whole or in part. The rights and remedies of Ed Tech JPA or its Members provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement or Purchase Agreement.

### **2.19 Hazardous Materials/Substances**

If any Equipment that will be delivered or supplied to Participants as a result of this Bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the Equipment presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the Vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

### **2.20 Provisions Required By Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Bid and resulting Agreements shall be deemed to be inserted herein and the Bid and Agreements shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the Agreements shall forthwith be physically amended to make such insertion or correction.

Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this Bid. These provisions of law and any clause required by law that is associated with and relates to this Bid and any resulting contract will be read and enforced as though it were included herein

## **2.21 Severability**

If any provisions of the Bid and/or Agreements shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Bid and/or Agreements, which shall remain valid and enforceable according to its term.

## **3.0 EVALUATION AND AWARD**

### **3.1 General Information**

The award of Bid, if made by the Ed Tech JPA, will be by the action of the Ed Tech JPA's Governing Board to the lowest-cost responsive and responsible Bidder. **Ed Tech JPA will determine the lowest-cost bid by calculating the total costs of the Bid Responses against a hypothetical scenario(s).** If two identical low Bid Responses are received from responsive and responsible Bidders, Ed Tech JPA will determine which Bid Response will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within thirty (30) working days after the notice of award of the contract to Bidder, Ed Tech JPA may award the contract to the next lowest-cost responsive and responsible Bidder or reject all Bid Responses. The Bid Responses will be received at the location and time designated and, after evaluation, a spreadsheet of the awarded result will be posted online at: <https://edtechjpa.org/procurement/current-procurements> .

Responsibility Determination: In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for providing requested Products and Services. By submitting a Bid Response, each Bidder agrees that Ed Tech JPA, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the contract. Ed Tech JPA may also consider the qualifications and experience of persons and organizations proposed for those portions of performance. Ed Tech JPA reserves the right to reject the Bid Response of any Bidder who does not pass any such evaluation to the satisfaction of Ed Tech JPA.

Ed Tech JPA's contract award will be made based on the cost of the Bid Response, compliance with bid terms and conditions, and on Bidders' ability to provide Products and Services across the greatest number of technology catalog categories. Ed Tech JPA has also provided a short list of specific Equipment and part numbers as a brief cross-sampling. This Short List Bid Items is solely an example to Ed Tech JPA, and the amount of weight in scoring of submitted Bid Responses that this short list, catalog discount items, and Services will receive will be solely at the option and discretion of Ed Tech JPA. Ed Tech JPA will determine low bid by totaling a hypothetical scenario(s) as provided in this Bid.

Ed Tech JPA shall make its evaluation in its sole discretion and its decision to award a Master Agreement shall be final. Thereafter, Members electing to purchase, lease, and/or lease-to-own Products pursuant to the awarded Master Agreement and a Purchase Agreement shall use their discretion in evaluating and selecting Product. The Public Contracts Code section 20111 shall guide both the Ed Tech JPA's evaluation of Bid Responses and Master Agreement negotiations, as well as Eligible Entities' selection of Vendor, and Purchase Agreement negotiations associated with this Bid.

### **3.2 Award and Protests**

Ed Tech JPA will make a Notice of Intent to Award available to all Vendors on its website. The Award of the Bid will be voted on by Ed Tech JPA's Board at a public meeting.

Awards shall be made contingent upon successful contract negotiations as determined by Ed Tech JPA's sole discretion. Even after award, Ed Tech JPA may or may not proceed in establishing contracts. Execution of contracts is solely at the discretion of Ed Tech JPA. In the event that Ed Tech JPA elects not to establish a contract with a previously awarded vendor Ed Tech JPA's governing board shall vote to revoke the award and the Vendor shall be notified.

Bidders may protest the recommended award, provided the protest is in writing, contains the Bid number, is delivered to the address listed for submission of Bid Documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest include: Ed Tech JPA failed to follow the selection procedures and adhere to requirements specified in the Bid or any addenda or amendments, there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq., or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of Ed Tech JPA members. Ed Tech JPA will consider only these specific issues as addressed in the written protest. A written response will

be directed to the protesting Vendor within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

### **3.3 Contract and Warranties**

Following the Award of the Master Agreement pursuant to this Bid, Participants may enter into a Purchase Agreement and Orders with the selected Vendor to deliver the proposed Products and Services. The resulting Agreements shall conform to the terms and conditions set forth in this Bid and Ed Tech JPA's standard agreements. Copies of Ed Tech JPA's standard Master Agreement and the Purchase Agreement are included in the Required Forms section of this Bid and may be negotiated after award. Pricing shall not be the subject of post-award negotiation.

Any exceptions or proposed alterations to conditions and requirements defined in this Bid must be included in Vendor's Bid Response and will be negotiated after award. Proposed exceptions must be addressed by Vendor and agreed upon by Ed Tech JPA during contract negotiations to be effective. Ed Tech JPA may elect not to award and/or to revoke award based on requested exceptions that cannot be agreed upon.

The Selected Vendor will guarantee that the proposed Products and Services shall conform in all material respects to Ed Tech JPA's specifications in this Bid and the Selected Vendor's Bid Response and accompanying documentation. Vendor may add or delete Products and/or update pricing for Short List Bid Items after award in accordance with section 1.10 Special Note on Vendor Pricing of this Bid.

If a Master Agreement is awarded as a result of this Bid, the Bid, any Addenda issued, the Selected Vendor's Bid Response, and all supporting documentation, including all warranties made by Vendor therein, will become a part of the Master Agreement and all subsequent Purchase Agreements.

Submission of a successful Bid Response is not the end of the contractual process; further negotiation over the Agreement terms and conditions will be necessary.

## HYPOTHETICAL SCENARIO

<b>Bid No. 25/26-01 TECHNOLOGY EQUIPMENT: iOS and macOS HYPOTHETICAL SCENARIO</b>				
<b>Short List Bid Items</b>				
<b>Line #</b>	<b>Description</b>	<b>Part Number (Include Manufacturer and Model Number if a Substitution Requested)</b>	<b>Technical Specifications</b>	<b>Scoring Hypothetical Purchase Quantity</b>
1	24-inch iMac with Retina 4.5K display - Silver	MWUC3LL/A	24" iMac - M4 processor (8 core CPU & 8 Core GPU), 16GB RAM, 256GB SSD	40
2	iPad Wi-Fi 128GB - Silver	MD3Y4LL/A	11-inch iPad - A16 processor, 128GB Storage	2,800
2.a	Apple Care for iPad	S7743LL/A	3-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini	2,800
3	10 pack iPad Wi-Fi 128GB - Silver	MD6L4LL/A	10 pack of: 11-inch iPads - A16 processors, 128GB Storage	280
4	Apple Pencil (1st Generation)	MYQW3AM/A	1st Gen Apple Pencil w/ Lightning connector w/ USB-C to Apple Pencil Adapter	50
5	iPad Air Wi-Fi 128GB Space Gray	MC9W4LL/A	11-inch iPad Air - M3 processor, 128 GB Storage	700
5.a	Apple Care for iPad Air	SMFK2LL/A	3-Year AppleCare+ for Schools iPad Air 11-inch (M2/M3)	700
6	13-inch iPad Pro WiFi 256GB - Space Black	MXV23LL/A	13-inch iPad Pro - M4 processor, 256GB Storage, Standard glass	50
6.a	Apple Care for iPad Pro	SMFV2LL/A	3-Year Applecare+ for Schools iPad Pro 13-inch (M4)	50
7	Apple Pencil (USB-C)	MUWA3AM/A	Apple Pencil w/ USB-C Connector	50
8	13-inch MacBook Air - Silver	MW0W3LL/A	13-inch MacBook Air - M4 processor (10 core CPU & 8 Core GPU), 16GB RAM, 256GB SSD	200
8.a	Apple Care for MacBook Air	SLTF2LL/A	3-Year Applecare+ for Schools 13-inch MacBook Air (M3/M4) (no service fees)	100
9	5 pack 13-inch MacBook Air - Silver	MW183LL/A	5 pack of: 13-inch MacBook Airs - M4 processors (10 core CPU & 8 Core GPU), 16GB RAM, 256GB SSD	100
10	14-inch MacBook Pro - Space Black	MW2U3LL/A	14-inch MacBook Pro - M4 processor (10 core CPU & 10 Core GPU), 16GB RAM, 512GB SSD	50
10.a	Apple Care for MacBook Pro	SD6M2LL/A	3-Year Applecare+ for Schools 14-inch MacBook Pro (no service fees)	10
11	Mac mini	MU9D3LL/A	Mac mini - M4 processor (10 core CPU & 10 Core GPU), 16GB RAM, 256GB SSD	20
12	Apple TV 4K	MN893LL/A	Apple TV 4K Wi-Fi + Ethernet with 128GB Storage	100
*Proposed & approve substitutions will be scored when originally requested equipment is not proposed. Each line item number will be calculated only once.				



Catalog Discount:		
Devices & Peripherals		
Line #	Description (each item includes all models)	Scoring Hypothetical Purchase Amount
13	Desktop Computers: including Mac mini, Mac Pro, Mac Studio, and iMac. Brands may include, but are not limited to: Apple.	\$20,000.00
14	Desktop Computer related accessories. Brands may include, but are not limited to: Apple.	\$10,000.00
15	Laptop Computers: including MacBook Air and MacBook Pro. Brands may include, but are not limited to: Apple.	\$40,000.00
16	Laptop Computer related accessories. Brands may include, but are not limited to: Apple.	\$10,000.00
17	Tablet Computer: including iPad, iPad Air, and iPad Pro (all models) and related accessories. Brands may include, but are not limited to: Apple. Including package ipad releases with accessories	\$10,000.00
18	Tablet Computer related accessories. Brands may include, but are not limited to: Apple.	\$50,000.00
19	Audio Visual Equipment and accessories, including, but not limited to: Apple TV, displays, HomePod. Brands may include, but are not limited to: Apple.	\$20,000.00
20	Wearable and Augmented Reality Equipment, including, but not limited to: Apple Watch, Apple Vision Pro). Brands may include, but are not limited to: Apple.	\$5,000.00
21	Other Personal Technology (phones, wearable and augmented reality equipment) including, but not limited to: iPhone, Apple Watch, Apple Vision Pro. Brands may include, but are not limited to: Apple.	\$10,000.00
All Other Products: Please specify product lines and/or brand names and indicate discount levels for each. This line item may include any additional products or services not specifically called for in the sections above as well as newly developed products during the life of the agreement. Vendors may combine multiple products/product lines on a single line provided that the standard catalog discount is the same across the defined products.		
22	Describe Item or Product Line:	\$10.00
23	Describe Item or Product Line:	\$10.00
24	Describe Item or Product Line:	\$10.00
25	Describe Item or Product Line:	\$10.00
Services		
Line #	Description	Scoring Hypothetical Purchase Amount
26	Professional Learning	\$10,000.00
27	AppleCare & AppleCare Support	\$1,000.00
28	Other Services: Any other services available related to deployment, implementation, support or other use of the purchased and related products.	\$5,000.00
Software		
Line #	Description	Scoring Hypothetical Purchase Amount
29	Software, including but not limited to Apple Remote Desktop, Pro Apps, Apps and Books Credit for Education, and related accessories. Brands may include, but are not limited to: Apple.	\$30,000.00
*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.		
*Calculations for non-responsive vendors are not comparable to responsive vendors, as incompleting items may be calculated as a \$0 cost		
*If a vendor offers different discount levels for different manufacturers/products within one catalog category, the smallest discount will be applied		
*If a vendor offers multiple products (original and approved substitutions) the lowest priced product will be scored		
*Purchase Prices will be used to calculate scores (in lieu of lease costs)		

**BID FORM AND REQUIRED DOCUMENTS**

**BID NO. 25/26-01**  
**TECHNOLOGY EQUIPMENT: iOS & macOS**

FOR

ED TECH JPA  
5050 BARRANCA PARKWAY  
IRVINE, CA 92604

<b>Firm Name:</b>			
<b>Address:</b>			
<b>Telephone:</b>		<b>Fax:</b>	
<b>Email Address:</b>			
<b>Website For Online Catalog:</b>			

**\*IF THE BID FORM AND REQUIRED DOCUMENTS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

## **REQUIRED DOCUMENTS**

***\*Please return this sheet with your Bid Documents\****

### **Bid Documents Due at the Submission of the Due Date**

- ☐ Bid Form
- ☐ Bid Form Pricing Sheet (pdf and excel)
- ☐ Acknowledgement of Amendments to Bid
- ☐ Vendor Representation and Certification
- ☐ Non-collusion Declaration
- ☐ Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- ☐ Certification of Restriction on Lobbying
- ☐ Manufacturer's letter(s) authorizing Bidder to sell  
\*only required if Vendor is a reseller
- ☐ W-9 for Vendor, and resellers (if applicable)

### **Other Forms Required After Award**

- ☐ Tobacco Use Policy
- ☐ Worker's Compensation Certificate
- ☐ Drug-Free Workplace Certification
- ☐ Contact with Students
- ☐ Notice to Contractors Regarding Valid Criminal Records Summary  
\* Only Required if Applicable
- ☐ Technical Specification and Requirements
- ☐ Federal Certifications  
\*Not Required by Ed Tech JPA. May be required by some Participants
- ☐ Word versions of Vendor's Service Level, Maintenance, and Lease Agreements (if applicable)
- ☐ Master Agreement (sample Master Agreement included)
- ☐ Purchase Agreement (sample Master Agreement included)

## BID FORM

**Bidder Name:** \_\_\_\_\_

**To:** Education Technology Joint Powers Authority, acting by and through the Governing Board herein, called the "Ed Tech JPA"

	Yes	No
1. The Bidder, whether manufacturer, supplier, distributor, reseller, or retailer, hereby certifies that the Equipment offered under this Bid has been placed in regular commercial use.		
2. Bidder agrees that Equipment will be shipped F.O.B. Participant destination, or as directed by the purchase order of said Participant.		

3. Name(s) of Vendor contacts regarding this Bid. Communication conveying notice of award of the contract, requests for additional information, or other correspondence should be addressed to the contacts stated below.			
Name	Address	Phone	Email

4. Name(s) of primary contact(s) who will service this contract/account if awarded if different than item 3 above.			
Name	Address	Phone	Email

5. Describe how many years of experience Bidder has providing schools with Products and Services requested in this Bid.

6. A. Describe if/when shipping and delivery costs are billed to Participants. B. If shipping and/or delivery costs may be billed to Participants, describe how they are calculated. C. Confirm that all shipping and delivery costs will be included on Orders.
--

- A.  
B.  
C.

7. A. Describe if/when taxes are billed to Participants.  
B. Confirm that all taxes will be included on Orders.

- A.  
B.

8. List of References. Please provide references of school districts and/or public agencies that Bidder has contracted with to provide technology equipment: iOS and macOS.

**Reference 1**

Organization Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

**Reference 2**

Organization Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

**Reference 3**

Organization Name	
Address	
Telephone No.	

Contact Person	
Description of Equipment	

Reference 4	
Organization Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

Reference 5	
Organization Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

9. If Vendor is a Manufacturer and desires to sell through resellers, please provide the legal name of all authorized resellers that Vendor authorizes to sell the Solution under this Bid. If no resellers will be used please leave this blank.			
Reseller Legal Name	Contact Name	Contact Email	Contact Phone Number

10. A. Confirm if any proposed Equipment can be leased and/or Leased-to-own.
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B. Please enter details regarding which Equipment has a leasing option on the pricing form.

C. If Vendor is offering a lease and/or lease-to-own option, please confirm if interest may be charged to Participants.

D. If interest may be charged to Participants, please describe how interest rates are calculated.

E. If leases require an agreement with a third-party contractor (e.g., a financing corporation), or if lease payments will be paid to a third-party contractor, provide the contractor/third-party legal name and contact information (additional documentation may be required prior to and upon award).

A.

B.

C.

D.

E.

11. Describe any exceptions to the Bid content, general expectations, and/or specific requirements. For each exception, propose acceptable alternative language and/or provide rationale to support the exception. Proposed exceptions must be addressed by Vendor and agreed upon by Ed Tech JPA during contract negotiations to be effective. Ed Tech JPA may elect not to award and/or to revoke award based on requested exceptions that cannot be agreed upon.

## BID FORM PRICING SHEET

Complete the provided excel Bid Form Pricing Sheet. Vendors must submit **BOTH a pdf and excel Pricing Sheet** with Bid Responses.

Bid No. 24/25-01 Technology Equipment: iOS & macOS									
BID FORM PRICING SHEET									
Name of Bidder:									
Website of Online Catalog:									
* If no website is provided, provide a comprehensive price list for products and brands included in the bid response.									
<p><b>Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents</b></p> <p>Bid prices are to include all costs associated with the proposed Solution including, but not limited to, hardware, software licensing, support, containers, packing, implementation, service, and miscellaneous costs. All costs should be included in the cost of the Product. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation. Notwithstanding the foregoing do not include State Sales or Use Taxes in unit prices. Do not include shipping costs. Do not include interest in unit prices for lease and lease-to-own items.</p> <p>Whenever any Equipment or operating systems is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to Ed Tech JPA approval.</p> <p>Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work, operating systems, or Equipment specified in the Short List, the Bidder shall submit a written request to Ed Tech JPA within the timeframe stated for Requests for Information (RFIs), in accordance with Section 2.10 Substitutions and Section 2.11 Requests for Information (RFIs) and Substitutions. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of Ed Tech JPA.</p> <p>For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.</p> <p>Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.</p> <p>Bidders may add additional rows for tiered pricing, to separate manufacturers or Product types in the Catalog Discount section, and to clarify if lease costs differ from purchase price. Specify the different tier quantities in the "Minimum Purchase Amount" column.</p> <p>For the purposes of this form, "Apple Care" includes Apple Care or other services that are equivalent to that offered by Apple Care. Apple Care items of support may be found at: <a href="https://www.apple.com/applecare/">https://www.apple.com/applecare/</a>. Vendors proposing other services must include documentation highlighting the support levels offered by their proposed service.</p>									
<b>EXAMPLE</b>									
Line #	Description	Part Number or Manufacturer & Model no. (if substituted)	Technical Specifications	Minimum Purchase Amount	Unit Cost	Discount %	Extended Price Per Unit <i>*Includes shipping</i>	Available through: Purchase, Lease, or Lease-to-Own Option	
1.a.	Example Company 24" iMac with Retina 4.5k display: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Blue	Example Company, model no. 1234		1-499	\$1,249	1%	\$1,236.51	<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
1.b.	Example Company 24" iMac with Retina 4.5k display: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Blue	Example Company, model no. 1234		500-1,999	\$1,249	3%	\$1,211.53	<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
1.c.	Example Company 24" iMac with Retina 4.5k display: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Blue	Example Company, model no. 1234		2,000 - 4,999	\$1,249	5%	\$1,186.55	<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
1.d.	Example Company 24" iMac with Retina 4.5k display: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Blue	Example Company, model no. 1234		5,000+	\$1,249	5%	\$1,186.55	<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
<b>Short List Bid Items</b>									
Line #	Description	Part Number (Include Manufacturer and Model Number if a Substitution Requested)	Technical Specifications	Minimum Purchase Amount	Purchase Unit Cost	Discount %	Extended Price Per Unit <i>*Includes shipping</i>	Available through: Purchase, Lease, or Lease-to-Own Option	
1	24-inch iMac with Retina 4.5k display - Silver	MWUC3LL/A	24" iMac - M4 processor (8 core CPU & 8 Core GPU), 16GB RAM, 256GB SSD					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
2	iPad Wi-Fi 128GB - Silver	MD314LL/A	11-inch iPad - A16 processor, 128GB Storage					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
2.a	Apple Care for iPad	S7743LL/A	3-year AppleCare+ for Schools - iPad / iPad Air / iPad mini					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
3	10 pack iPad Wi-Fi 128GB - Silver	MD6L4LL/A	10 pack of: 11-inch iPads - A16 processors, 128GB Storage					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
4	Apple Pencil (1st Generation)	MYQW3AM/A	1st Gen Apple Pencil w/ Lightning connector w/ USB-C to Apple Pencil Adapter					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
5	iPad Air Wi-Fi 128GB Space Gray	MC9W4LL/A	11-inch iPad Air - M3 processor, 128 GB Storage					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
5.a	Apple Care for iPad Air	SMFV2LL/A	3-year AppleCare+ for Schools iPad Air 11-inch (M2/M3)					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
6	13-inch iPad Pro Wi-Fi 256GB - Space Black	MVVC3LL/A	13-inch iPad Pro - M4 processor, 256GB Storage, Standard glass					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
6.a	Apple Care for iPad Pro	SMFV2LL/A	3-year AppleCare+ for Schools iPad Pro 13-inch (M4)					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
7	Apple Pencil (USB-C)	MUWA3AM/A	Apple Pencil w/ USB-C Connector					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
8	13-inch MacBook Air - Silver	MW0W3LL/A	13-inch MacBook Air - M4 processor (10 core CPU & 8 Core GPU), 16GB RAM, 256GB SSD					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
8.a	Apple Care for MacBook Air	SLTF2LL/A	3-year AppleCare+ for Schools 13-inch MacBook Air (M3/M4) (no service fees)					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
9	5 pack 13-inch MacBook Air - Silver	MW183LL/A	5 pack of: 13-inch MacBook Airs - M4 processors (10 core CPU & 8 Core GPU), 16GB RAM, 256GB SSD					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
10	14-inch MacBook Pro - Space Black	MW2U3LL/A	14-inch MacBook Pro - M4 processor (10 core CPU & 10 Core GPU), 16GB RAM, 512GB SSD					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
10.a	Apple Care for MacBook Pro	SD6M2LL/A	3-year AppleCare+ for Schools 14-inch MacBook Pro (no service fees)					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
11	Mac mini	MURD3LL/A	Mac mini - M4 processor (10 core CPU & 10 Core GPU), 16GB RAM, 256GB SSD					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	
12	Apple TV 4K	MN893LL/A	Apple TV 4K Wi-Fi + Ethernet with 128GB Storage					<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-to-Own	



**Catalog Discount:**

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers or insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered. **Products must be manufacturer approved.**

**EXAMPLE**

Line #	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (Based on MSRP)	Clarifications and/or Restrictions	Also available through Lease, or Lease-to-Own Option
		YES	NO				
13	Desktop Computers: including Mac mini, Mac Pro, Mac Studio, and iMac. Brands may include, but are not limited to: Apple.	X		Brand A, Brand C, Brand D	10 % Catalog Discount	n/a	<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own

**Devices**

Line #	Description (each item includes all models)	Can Comply?		Brand/Manufacturer	Catalog Discount (Based on MSRP)	Clarifications and/or Restrictions	Available through: Purchase, Lease, or Lease-to-Own Option
		YES	NO				
13	Desktop Computers: including Mac mini, Mac Pro, Mac Studio, and iMac. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
14	Desktop Computer related accessories. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
15	Laptop Computers: including MacBook Air and MacBook Pro. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
16	Laptop Computer related accessories. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
17	Tablet Computer: including iPad, iPad Air, and iPad Pro (all models) and related accessories. Brands may include, but are not limited to: Apple. including package iPad releases with accessories				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
18	Tablet Computer related accessories. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
19	Audio Visual Equipment and accessories, including, but not limited to: Apple TV, displays, HomePod. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
20	Wearable and Augmented Reality Equipment, including, but not limited to: Apple Watch, Apple Vision Pro. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
21	Other Personal Technology (phones, wearable and augmented reality equipment) including, but not limited to: iPhone, Apple Watch, Apple Vision Pro. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
All Other Products: Please specify product lines and/or brand names and indicate discount levels for each. This line item may include any additional products or services not specifically called for in the sections above as well as newly developed products during the life of the agreement. Vendors may combine multiple products/product lines on a single line provided that the standard catalog discount is the same across the defined products.							
22	Describe Item or Product Line:				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own

23	Describe Item or Product Line:				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
24	Describe Item or Product Line:				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
25	Describe Item or Product Line:				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own

**Services**

Line #	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (Based on MSRP)	Clarifications and/or Restrictions	Available through: Purchase, Lease, or Lease-to-Own Option
		YES	NO				
26	Professional Learning				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
27	AppleCare & AppleCare Support				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own
28	Other Services: Any other services available related to deployment, implementation, support or other use of the purchased and related products.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own

**Software**

Line #	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (Based on MSRP)	Clarifications and/or Restrictions	Available through: Purchase, Lease, or Lease-to-Own Option
		YES	NO				
29	Software, including but not limited to Apple Remote Desktop, Pro Apps, Apps and Books Credit for Education, and related accessories. Brands may include, but are not limited to: Apple.				% Catalog Discount		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Lease-To-Own

\*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate" if the services are not listed in a link to MSRP pricing. Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.

\* Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and Participants, depending on brands/manufacturers offered, volume purchases, and other promotions.

Company Name: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The undersigned hereby declares that all of the representatives of this Bid Response are made under penalty of perjury under the laws of the State of California.**

Vendor Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**REQUIRED FORMS****ACKNOWLEDGEMENT OF AMENDMENTS TO BID**

VENDOR HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL AMENDMENTS TO THE BID.

If Vendor has no knowledge of any amendments to the Bid having been issued to, or received by, Vendor, please check the following box: ☐

**Amendments**

Amendment No	Date Published	Date Received

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

**VENDOR REPRESENTATION AND CERTIFICATION**

The undersigned hereby acknowledges and affirms that:

- They are a duly authorized agent of the Vendor with the authority to submit a Bid Response on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
- They have read the complete Bid documents and all amendments issued pursuant thereto.
- The Bid Response complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the Bid Response with any other vendor or Ed Tech JPA employee, and has not colluded with any other vendor or Ed Tech JPA employee.
- If the Vendor's Bid Response is accepted by Ed Tech JPA, the Vendor will enter into a Master Agreement with Ed Tech JPA and Purchase Agreements and Orders with Participants to provide the Products and Services described in the Bid Response on the terms mutually acceptable to Participants and the Vendor.
- Ed Tech JPA reserves the right to reject any or all Bid Responses.

I hereby certify that I am submitting the attached Bid Response on behalf of  
(Vendor Name)

--

I understand that, by virtue of executing and returning this required response form with the Bid Response, I further certify that the Vendor understands and does not dispute any of the contents of the Bid requirements (except as may be noted in the Bid Response).

Signature

Date

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Vendor Legal Name

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Name

Title

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NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

**NONCOLLUSION DECLARATION**

The undersigned declares:

I am the

--

(title) of

--

(Vendor), the party making the foregoing Bid Response.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham bid response. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham bid response, or to refrain from submitting a bid response. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Vendor or any other vendor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other vendor. All statements contained in the Bid Response are true. The Vendor has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Bid Response, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Vendor. (Public Contract Code section 7106)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed as follows.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

City

State

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**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The

--

(Principal) of

--

(Vendor Name)

Certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Bid Response been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this Bid Response had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the Vendor shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I hereby certify on behalf of

--

(name of offeror) that

--

(Firm name) meets the following qualifications:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

--	--

Vendor Legal Name

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Name

Title

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## **MANUFACTURER'S LETTER(S) AUTHORIZING BIDDER TO SELL**

Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information.

Bid Responses from resellers/distributors must include a Manufacturer's Letter for brands listed in the Short List Bid Items of the Bid Form Pricing Sheet. A Manufacturer's Letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any Products and Services offered by the manufacturer through the Bidder named in the Bid Documents (Manufacturer's Letter) to Ed Tech JPA Eligible entities.

Manufacturers' Letters are not required with Bid responses for brands listed in the Catalog Discount section of the Bid Form Pricing Sheet, however Bidders must be able to provide a Manufacturer's Letter for all brands sold by Bidder, upon request.

A Manufacturer's Letter(s) is not required if Vendor is the manufacturer of proposed Products.



## W-9 FORM

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Please enter Vendor's full legal name. This is the name that will be used for the award documents, Agreements and future payments.

**OTHER FORMS REQUIRED AFTER AWARD****TOBACCO USE POLICY**

In the interest of public health, Participant provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Participant. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

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**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- c. For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature	Date
<input type="text"/>	<input type="text"/>

Vendor Legal Name
<input type="text"/>

Name	Title
<input type="text"/>	<input type="text"/>

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

## **DRUG FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Vendor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
  - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Participant determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I

may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

## CONTACT WITH STUDENTS

☐ I hereby certify that no employees or subcontractors will have any interaction with students (including, but not limited to, in-person interactions, virtual interactions, help desk interactions, interactions by delivery and/or training personnel), unless under the immediate supervision and control of a parent, legal guardian, or authorized Participant employee.

OR

☐ Employees or subcontractors may have interactions with students that are not immediately supervised by a parent, legal guardian, or Participant employee.

*\*If checking this box a Certification by Contractor is required.*

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

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**NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

**The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.**

.....

**CERTIFICATION BY CONTRACTOR**

To the Governing Board of Education Technology Joint Powers Authority and any future Participants

I, , am the   
Name of individual Title

Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125. I.

2. Due to the nature of the services that will be provided to Participant(s), Vendor's employees will or may have contact with students of Participant(s) outside of the immediate supervision and control of the student's parent or guardian or Participant employee(s).

3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the Participant(s). If any subsequent/future employees will be performing services for the Participant(s), I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the Participant(s).

4. None of the employees who will be performing the services to the Participant(s) have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at

	, California
--	--------------

On

--

Signature

--

Vendor Legal Name

--

Name

Title

--	--

Address

Telephone Number

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## TECHNICAL SPECIFICATIONS AND REQUIREMENTS

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This Bid seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in this Bid Response.

As new models are introduced in the future, this Bid Response and the resulting Agreement(s) will allow purchase, lease, and/or lease-to-own of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price. If Bidder is a reseller they may be required to produce manufacturer costs/MSRP.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

Participant(s) may purchase, lease, and/or lease-to-own (at their discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing reasonable price increases due to increased cost of materials, production, and/or inflation. Documentation may be required to substantiate price increases beyond five percent (5%).

Purchases and/or leases by the Participant(s) to the successful Bidder for awarded Products and Services shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

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Name of Vendor

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Signature

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Print Name

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Title

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Date

## **FEDERAL CERTIFICATIONS**

### **Education Department of General Administration Regulation (EDGAR) Federal Funding Contract Compliance Form**

The following provisions are **not required for award** but may be required by Participants and apply when federal funds are expended by Participants for any contract resulting from this procurement process. Participants are the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### **Breach of Contract by Either Parties**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Vendors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Participant reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

I hereby agree to the Breach of Contract by Either Parties

Initials of Authorized Representative of Vendor                      Name

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#### **Termination For Cause or For Convenience**

Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the Federal Rules above, when federal funds are expended by Participants, Participants reserve all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make

any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participants also reserve the right to terminate the contract immediately, with written notice to Vendor, for convenience, if Participant believes, in its sole discretion that it is in the best interest of Participant to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Participant as of the termination date if the contract is terminated for convenience of Participant. Any award under this procurement process is not exclusive and Participants reserve the right to purchase, lease, and/or lease-to-own goods and services from other vendors when it is in the best interest of Participants.

I hereby agree to the Termination For Cause or For Convenience

Initials of Authorized Representative of Vendor                      Name

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#### **Rights to Inventions Made Under a Contract Agreement**

Rights to Inventions Made Under a Contract Agreement. If the 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 of 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.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term of an award for all contracts by Participants resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

I hereby agree to the Rights to Inventions Made Under a Contract Agreement

Initials of Authorized Representative of Vendor                      Name

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#### **Clean Air Act (42 U.S.C.7401-7671q.)**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.

1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term of an award for all contracts by Participants resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in the Federal Rules above.

I hereby agree to the Clean Air Act (42 U.S.C. 7401-7671q.)

Initials of Authorized Representative of Vendor	Name
<input type="text"/>	<input type="text"/>

#### **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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain 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.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term of an award for all contracts by Participants resulting from this procurement process, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

I hereby agree to the Debarment and Suspension

Initials of Authorized Representative of Vendor	Name
<input type="text"/>	<input type="text"/>

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

(Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal 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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term and after the awarded term of an award for all contracts by Participants resulting from this procurement process, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that

- a.) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions
- c.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

I hereby agree to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Initials of Authorized Representative of Vendor

Name

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**Record Retention Requirements for Contracts Paid For With Federal Funds - 2 CFR § 200.333**

When federal funds are expended by Participants for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I hereby agree to the Record Retention Requirements for Contracts Paid For With Federal Funds - 2 CFR § 200.333

Initials of Authorized Representative of Vendor

Name

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**Certification of Compliance With the Energy Policy and Conservation Act**

When federal funds are expended by Participants for any contract resulting from this procurement process, the Vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

I hereby agree to the Certification of Compliance With the Energy Policy and Conservation Act

Initials of Authorized Representative of Vendor

Name

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**Certification of Compliance with Buy America Provisions**

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

I hereby agree to the Certification of Compliance with Buy America Provisions

Initials of Authorized Representative of Vendor

Name

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**Certification of Non-Collusion Statement**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

I hereby agree to the Certification of Non-Collusion Statement

Initials of Authorized Representative of Vendor

Name

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**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above**

Vendor Legal Name

--

Vendor Address

--

City

State

Zip

--	--	--

Phone Number

Fax Number

--	--

Email Address

--

Name

Title

--	--

Signature

Date

--	--



**WORD VERSIONS OF VENDOR'S SERVICE LEVEL, MAINTENANCE, AND LEASE AGREEMENTS  
(if applicable)**

## **ED TECH JPA MASTER AGREEMENT TEMPLATE:**

### **Bid No. 25/26-01 Technology Equipment: iOS and macOS**

***\*This is Ed Tech JPA's standard agreement, the final agreement will be negotiated after award***

This Master Agreement ("MA"), is made as of **DATE** ("Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA") and **INSERT** ("Vendor").

## **BACKGROUND**

A. Education Technology JPA is a Joint Powers Authority formed by California public agencies pursuant to California Government Code Sections 6500-6536. Ed Tech JPA aggregates purchasing power and expertise for its members ("Members").

B. Ed Tech JPA establishes its contracts for products and services through the following process:

1. On September 9, 2025 Ed Tech JPA issued a Bid for Technology Equipment: iOS & macOS (the "Bid") on behalf of Members. Ed Tech JPA invited qualified vendors to submit pricing products and services in response to the Bid.
2. Ed Tech JPA published the Bid on its website and in a local periodical:
3. Ed Tech JPA received one or more responses to the Bid. Ed Tech JPA evaluated all responses which complied with the terms of the Bid.
4. Ed Tech JPA selected Vendor for an award under the Bid for Technology Equipment: iOS and macOS and related services ("Products" and "Services"). The parties are entering this Master Agreement ("MA") to evidence the terms and conditions of that award.

## **AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows.

### **1. GRANT AND ACCEPTANCE OF AWARD**

Ed Tech JPA awards this MA to Vendor under the Bid with respect to the Products at the prices listed in Exhibit A. Vendor accepts the award and confirms Vendor's acceptance of all terms and conditions of the Bid, which are incorporated herein by this reference. The Bid and Vendor's response to the Bid ("Vendor's Response"), are incorporated herein by this reference. This MA includes the Products and pricing offered in Vendor's Response, as identified in the Bid. Prices will remain valid for all Members through the expiration of the MA and for Members with an active Purchase Agreement with Vendor ("Participants") through the expiration of any Purchase Agreements ("PA") and Quotes, Statements of Work and/or Purchase Orders ("Orders") entered into directly between Vendor and Participants during the term of this MA.

## **2. TERM**

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of five (5) years. The Agreement may be terminated by Ed Tech JPA or Vendor for convenience after three years by the giving of notice of at least thirty (30) days before the expiration of the (3) year term. The parties understand that Participants may order Products under this MA to be delivered after the Term of this MA; in some cases, Products may be delivered over multiple years after the Term. The expiration or termination of the Master Agreement shall not affect Vendor's obligation to deliver Products and Services ordered by Participants prior to the expiration of the Master Agreement or Participant's obligation to pay for said Products and Services.

## **3. PARTICIPANTS**

The pricing, terms, and conditions of this MA will be made available to Members and to other "Eligible Entities" who elect to become Members. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase, lease, and/or lease-to-own Products through a procurement vehicle such as Ed Tech JPA.

Vendor acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of Vendor and Products for Participant's needs, (b) entering into a PA and detailed Orders with Vendor to document the quantities, total fees, and delivery terms for Products and Services, and (c) coordinating delivery of Products and Services with Vendor.

Vendor is not under any contractual obligation to provide Products to Participants until such time as the MA, PA, and Order(s) have been fully executed. The Bid was conducted for the limited purposes specified in the Bid. Ed Tech JPA does not provide assurance or warranty to Vendor or Participant with respect to other issues, including Participant's payments to Vendor. Ed Tech JPA will not assist in delivery or represent Vendor in the resolution of disputes with Participants.

## **4. PURCHASE AGREEMENTS**

Prior to executing an Order, Members will work with a Vendor representative to determine the delivery timeline and additional details. To confirm a Participant's request to purchase, lease, and/or lease-to-own Products using the Bid, Participant and Vendor must complete and execute a PA and an Order for the specific Products. Vendor shall provide a copy of complete PAs and Orders to Ed Tech JPA within thirty (30) days of request by Ed Tech JPA.

The Orders will contain a general description of the Products and Services ordered, contact information for Vendor and Participant related to purchase, lease, lease-to-own, and sale of the Products, and an acknowledgement that the purchase and/or lease is subject to the terms of the Bid and this MA. Participant and Vendor may agree on contingencies, such as timing contingencies, applicable to delivery of Products.

Vendor will work directly with a Participant to fulfill the order according to the parties' agreed-upon delivery timeline. Ed Tech JPA is not responsible to verify payment to Vendor.

## **5. PROGRAM PROMOTION**

It is in the interest of both parties that Vendor will promote and support this MA using methods that best suit the Vendor's business model, organization, and market approach. Ed Tech JPA specifically desires Vendor to generate interest in the MA, and direct Eligible Entities who express an interest in making a purchase, lease, and/or lease-to-own or renewing use of Products to use its MA as Vendor's preferred form of contracting.

Vendor may be invited to participate with Ed Tech JPA staff in related trade shows, product demonstrations, conferences, and online presentations to promote the MA. Ed Tech JPA will promote MAs through the creation of marketing materials, as well as active outreach to its Members.

Ed Tech JPA expects Vendor's field and internal sales forces will be trained and engaged in use of the MA for the duration of the contract term.

Ed Tech JPA may schedule periodic reviews with Vendor to evaluate Vendor's performance of the commitments outlined in this MA, as well as leads, current projects and projected sales.

## **6. INVOICING FOR SERVICES**

Vendor shall invoice each Participant for Products after delivery, and Participant shall disburse payment to Vendor upon within thirty (30) days of receipt of invoice. The PA is between Vendor and Participant. Ed Tech JPA does not guarantee timely payment.

## **7. PRODUCT ADDITIONS/DELETIONS**

Vendor may add or delete Products and/or update pricing on the Short List Bid Items that have been introduced or removed from the market under the following conditions:

A. Deleted Products have been discontinued and are no longer available;

- B. Added Products are either a direct replacement or are substantially equivalent to original Products listed in the Bid, Vendor's Bid Response, and the MA;
- C. An adjustment for inflation;
- D. An Amendment to the MA is established.

Updated Products and/or pricing will be included on new Orders to Participants. Documentation may be required to substantiate price increases beyond five percent (5%).

In the event of a price decline for any Short List Bid Item, such lower prices are to be immediately included in new Orders to Participants. In addition Vendor shall notify Ed Tech JPA in writing promptly and a Master Agreement Amendment shall be established.

Catalog Discounts shall remain consistent through the Term of the Agreement. Discounts shall be applied to Vendor's current online pricing list provided on the Bid Form Pricing Sheet.

#### **8. RIGHT TO NEGOTIATE PRICES**

The unit prices set forth by Vendor in the Bid Form Pricing Sheet are intended to give Participants flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner. Ed Tech JPA and Vendor desire that Participants may take advantage of volume discounts for orders of large quantities of Equipment and Services. For this reason, Participants retain the right to negotiate prices below the unit bid prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Vendor and Participant, for any applicable Orders.

#### **9. EXPENSES.**

Ed Tech JPA shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in providing Products and Services for Ed Tech JPA Members.

#### **10. COMPLIANCE WITH APPLICABLE LAW**

The Products must meet the approval of the Ed Tech JPA and shall be subject to the Ed Tech JPA's general right of inspection to secure the satisfactory completion thereof. Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor, Vendor's business, the Products, equipment and personnel engaged in Products covered by this MA or accruing out of the performance of such Products. If Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, Vendor shall bear all costs.

In accordance with the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act, all Products provided under this Agreement shall comply to those applicable

rules of the Web Content Accessibility Guidelines ("WCAG") and such iterations of WCAG as may become applicable during the term of this Agreement.

#### **11. PERMITS/LICENSES**

Vendor and all Vendor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this MA.

#### **12. INSURANCE**

Vendor shall insure Vendor's activities in connection with the Products and Services under this MA and agrees to carry insurance as specified in the Bid to ensure Vendor's ability to adhere to the indemnification requirements under this MA.

Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to Ed Tech JPA, members of Ed Tech JPA 's board of trustees, and the officers, agents, employees and volunteers of Ed Tech JPA, individually and collectively, as additional insureds, using language as set forth below:

Ed Tech JPA, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Ed Tech JPA shall be excess and noncontributory.

#### **13. TRANSACTION REPORTING**

Vendor will comply with all reasonable requests by Ed Tech JPA for information regarding Vendor's transactions with Participants, including transmittal of transaction data in electronic format. Vendor will report to Ed Tech JPA all Products ordered by Participants, in reasonable detail ("Quarterly Reports"), no later than the reporting period outlined in this MA. Quarterly Reports will include details related to PAs, including but not limited to: term dates, Vendor name, purchase price, Admin Fee amount, new/renewal purchase/lease. Vendor acknowledges that Ed Tech JPA will track the use of this MA through databases managed by Ed Tech JPA. Vendor agrees that all fully executed PAs will be accurately and timely reported to Ed Tech JPA. Should Vendor have specialized accounting requirements or limitations, Ed Tech JPA will work with the Vendor to establish a sales-reporting and administrative fee process that meets both organizations' needs.

#### **14. ADMINISTRATIVE FEE**

- A. Vendor agrees to pay Ed Tech JPA an administrative fee (the “Admin Fee”) calculated as **XXX** percent (**XXX%**) of the invoiced amount of any Participant agreement with Vendor or the then-current Admin Fee, whichever is lower, based on an award under the Bid and all revenue derived directly from any PA, including purchases, leases, and lease-to-own agreements, any additional services, and agreement extensions or renewals.
- B. Computations of the Admin Fee shall exclude state, local, or federal taxes, interest charges, and/or shipping costs levied on invoiced amounts. Unless otherwise stated herein, the Admin Fee is not refundable to Participants or Vendors under any circumstances. In the event the Ed Tech JPA board of directors determines to modify the Admin Fee or how it is calculated, the changes shall be communicated to Vendors and updated on the website. Such changes shall take effect no sooner than thirty (30) days after notifying Vendor and shall apply to all PAs entered into thereafter. The Admin Fee shall not be increased to over **XXX** percent (**XXX%**). Vendor shall be permitted to amend the MA pricing in the attached Exhibit A in direct proportion to the adjusted Admin Fee.
- C. Quarterly Reports shall be reported and Admin Fees shall be payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 15 *to allow for fiscal year end
July 1 - September 30	October 31
October 1 - December 31	January 31

- D. Vendor must submit a check, payable to Education Technology Joint Powers Authority remitted to:  
Ed Tech JPA  
% Clovis Unified School District  
Business Services Department  
1450 Herndon Ave  
Clovis, CA 93611
- E. The Admin Fee shall **not** be included as an adjustment to Vendor’s Response and MA pricing.
- F. The Admin Fee shall **not** be invoiced or charged to the Participant.

- G. Payment of the Admin Fee is due from Vendor to Ed Tech JPA when Vendor submits Quarterly Reports or when Vendor receives payment from Participant(s), whichever is later.
- H. Failure to meet Quarterly Reporting, Admin Fee requirements, and to submit fees on a timely basis shall constitute grounds for suspension of this contract.

## 15. CONTRACT MANAGEMENT

- A. The primary Vendor contract manager for this MA shall be as follows:

**Name:**

**Attn:**

**Address:**

**Email:**

**Phone:**

- B. The primary Ed Tech JPA contract manager for this MA shall be as follows:

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

[EdTechJPA@iusd.org](mailto:EdTechJPA@iusd.org)

949-936-5022

- C. Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.

## 16. INDEMNIFICATION

To the extent permitted under applicable law, Vendor will defend, indemnify and hold harmless Ed Tech JPA and its directors, officers, employees, volunteers, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Product infringes or misappropriates the proprietary or intellectual property rights of a third party; (ii) that results from the negligence or intentional misconduct of Vendor or its employees or agents; or (iii) that results from any breach by Vendor of any of the representations, warranties or covenants contained herein or in any direct communication and/or agreement between Vendor and any Member.

To the extent permitted under applicable law, Ed Tech JPA will defend, indemnify and hold harmless Vendor and its directors, officers, employees, and agents from and against all



damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of Ed Tech JPA or its employees or agents or (ii) any breach by Ed Tech JPA of any of the representations, warranties or covenants contained herein.

The Parties subject to a claim or suit under this section shall promptly provide the other notice in the manner specified in Section 21: Notices, below.

#### **17. ATTORNEYS' FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, each party shall cover its own attorney's fees.

#### **18. SEVERABILITY**

In the event that any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

#### **19. DEFAULTS**

In the event that a party defaults in its obligations under this MA, and if such default is not cured within thirty (30) days after notice of the default from other party to defaulting party, then non-defaulting party may pursue any available remedies against defaulting party including, but not limited to, termination of this MA.

#### **20. GOVERNING LAW AND VENUE**

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

#### **21. NOTICES**

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

## **22. ASSIGNMENT**

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, Vendor may assign this MA in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this MA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

## **23. INDEPENDENT CONTRACTOR**

The parties, in the performance of this MA, shall be and act as independent contractors. The parties are not, and nothing in this MA shall be interpreted that the parties are, partners, joint venturers, co-owners or otherwise participants in a joint or common undertaking. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of Ed Tech JPA, and are not entitled to benefits of any kind or nature normally provided to employees of Ed Tech JPA and/or to which Ed Tech JPA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Products to be provided under this MA. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

## **24. FORCE MAJEURE**

Neither party shall be deemed to be in violation of this MA if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control,

including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this MA by providing a written notification and shall not be liable to the other for failure to perform its obligation.

## **25. COUNTERPARTS**

This MA may be signed in the original or by electronic means (such as PDF) and/or delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

## **26. AUTHORIZED SIGNATURE**

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

## **27. SURVIVAL**

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 13 through 21, covering Transaction Reporting, Administrative Fee, Contract Management, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law and Venue, and Notices.

## **28. EXHIBITS**

This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

**29. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This MA, the Bid, Vendor's Bid Response, the PA template, are the entire agreements between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this MA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no Vendor terms or conditions stated in Vendor 's Response, an Order, an invoice, or in any other documentation, will be incorporated into or form any part of this MA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this MA; (2) any exhibit, schedule, or addendum to this MA; (3) the body of the PA template; (4) Vendor's Bid Response; and (5) the Bid.

**IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date.**

**Education Technology  
Joint Powers Authority**

**VENDOR**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**By:** \_Brianne Ford\_\_\_\_\_

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

**Its:** \_President\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit A**

**Ed Tech JPA Pricing**

## **ED TECH JPA PURCHASE AGREEMENT TEMPLATE:**

### **Bid No. 25/26-01 Technology Equipment: iOS and macOS**

***\*This is Ed Tech JPA's standard agreement, the final agreement will be negotiated after award***

This Purchase Agreement ("PA"), is made as of **DATE** ("Effective Date"), by and between the **[INSERT MEMBER]** ("Participant") and **[INSERT]** ("Vendor").

#### **BACKGROUND**

A. Education Technology Joint Powers Authority ("Ed Tech JPA") is a Joint Powers Authority formed by local public agencies, pursuant to California Government Code Sections 6500-6536. Ed Tech JPA aggregates purchasing power and expertise for its Members across California and public agencies outside of California who have verified that they are eligible to participate.

B. Ed Tech JPA establishes its contracts for products and services through the following process:

1. On September 9, 2025 Ed Tech JPA issued a Bid for Technology Equipment: iOS and macOS (the "Bid") on behalf of Ed Tech JPA members. Ed Tech JPA invited qualified vendors to submit pricing products and services in response to the Bid.

2. Ed Tech JPA published the Bid on its Website and in a local periodical.

3. Ed Tech JPA received one or more responses to the Bid. Ed Tech JPA evaluated all responses which complied with the terms of the Bid, using lowest cost as the determining factor for award.

4. Ed Tech JPA selected Vendor for an award under the Bid for Technology Equipment: iOS and macOS and related services (the "Products" and "Services") and thereafter entered into a Master Agreement (MA) to establish the terms by which Members of the Ed Tech JPA may purchase, lease, and/or lease-to-own products from Vendor.

C. Participant has completed its own due diligence regarding the suitability of Vendor and Products for Participant's needs.

D. The parties are entering this PA to establish the terms and conditions of the purchase, lease, and/or lease-to-own by Participant pursuant to that MA.

#### **AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows.

#### **1. PARTICIPATION IN MASTER AGREEMENT**

This PA is subject to the terms of the Bid and the corresponding MA between Ed Tech JPA and Vendor, which are incorporated herein by this reference. Vendor and Participant agree (a) to the terms and conditions of the Bid, Vendor's Bid Response, and the MA covering the Product.

Orders may be issued under this PA through Quotes, Statements of Work and/or Purchase Orders ("Orders"). [Optional: The total Orders issued under this PA shall not exceed XX Dollars (\$XX).]

Vendor acknowledges that Participant is responsible for (a) completing its own due diligence regarding the suitability of Vendor and Product, (b) prior to executing an Order, Participant and Vendor shall establish delivery details, which shall be included on the Order. Orders shall reference the Bid and Purchase Agreement. Participant is not bound to a purchase, lease, and/or lease-to-own, until it has obtained any required approvals from its Board, executed this PA, signed Quotes and/or Statements of Work and issued Purchase Orders. Vendor agrees to the delivery terms for Products as established in the Order(s).

Participant acknowledges and agrees that it has performed its own due diligence in selecting the Vendor's Product and its suitability to Participant's needs, including using price as a significant factor, and it will pay the costs as quoted by Vendor in Orders, as reflected in MA pricing.

## **2. COMPLIANCE WITH APPLICABLE LAW**

A. Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to Vendor, Vendor's business, the Product, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. If Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, Vendor shall bear all costs.

B. In accordance with the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act, all online services provided under this PA shall comply to those applicable rules of the Web Content Accessibility Guidelines ("WCAG") and such iterations of WCAG as may become applicable during the term of this Agreement.

## **3. PERMITS/LICENSES**

Vendor and all Vendor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

## **4. INSURANCE**

Vendor shall insure Vendor's activities in connection with the Products under this PA and agrees to carry insurance as specified in the Bid to ensure Vendor's ability to adhere to the indemnification requirements under this PA.

Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to Participant, members of Participants' board of trustees, and the officers, agents, employees, and volunteers of Participant, individually and collectively, as additional insureds as required by Participant. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Participant shall be excess and noncontributory.

## **5. PRODUCT ADDITIONS/DELETIONS**

Vendor may add or delete Products and/or update pricing on the Short List Bid Items that have been introduced or removed from the market under the following conditions:

- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or are substantially equivalent to original Products listed in the Bid, Vendor's Bid Response, and the MA;
- C. An adjustment for inflation;
- D. An Amendment to the MA is established.

Updated Products and/or pricing will be included on new Orders to Participants. Documentation may be required to substantiate price increases beyond five percent (5%).

In the event of a price decline for any Short List Bid Item, such lower prices are to be immediately included in new Quotes and Statements of Work to Participants. In addition Vendor shall notify Ed Tech JPA in writing promptly and a Master Agreement Amendment shall be established.

Catalog Discounts shall remain consistent through the Term of the Agreement. Discounts shall be applied to Vendor's current online pricing list provided on the Bid Form Pricing Sheet.

## **6. INVOICING FOR SERVICES**

Vendor shall invoice each Participant for Products after delivery. The Bid number and name shall appear on each Order, purchase order, and invoice for all purchases and/or leases placed under this PA. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Product and allows Vendor to invoice for the Product. Ed Tech JPA does not guarantee timely payment. The Purchase Agreement and all resulting Orders are between Vendor and Participant.

The parties acknowledge that all annual recurring fees are due and payable annually for each year of the Term. Upon execution of this PA and each subsequent year of the Term, Vendor will provide Orders to Participant. Participant shall have thirty (30) days to process purchase orders



and, upon receipt of invoice, Participant shall agree to pay all undisputed invoices in full within thirty (30) days of the date of invoice.

## 7. LICENSING

Subject to this PA, Vendor hereby grants Participant (including Participant's students, employees, volunteers, parents and authorized guardians of Participant's students, all as applicable and described in the relevant description of services ("Users")), a limited, nonexclusive, nontransferable, non-sublicensable license to access and use software included in Orders during the term of Orders in accordance with applicable laws and regulations.

Except as expressly permitted in this PA, Participant will not itself, and will not authorize or allow any third party to: (a) provide access to the Product to any person who is not a User; (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Product; (c) modify, translate or create derivative works based on the Product; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Product; (e) use the Product for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Product or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Vendor or its suppliers on the Product or on any printed or digital materials provided by Vendor.

Participant will itself and will instruct its Users to: (i) attempt to prevent unauthorized access to or use of the Product; and (iii) notify Vendor promptly of any known or suspected unauthorized access or use. Participant will reasonably assist Vendor in all efforts to investigate and mitigate the effects of any such incident. Upon expiration or any termination for any reason of the Agreement, (i) all rights granted to Participant will immediately terminate and Participant will promptly cease use of the Product, (ii) Vendor will grant Participant a three (3) month period to export Participant data from the Product, (iii) Vendor has no obligation to maintain or provide any Participant data after the termination or expiration of this PA.

*\*Ed Tech JPA may agree to remove or modify this provision. Vendor's licensing terms may replace and/or supersede this.*

## 8. LIMITATIONS OF LIABILITY

Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS PA OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS PA, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL,

INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) PARTICIPANT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY THIS PA AND FAILURE TO CURE THEREIN AS SPECIFIED AND (B) THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS PA, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS OF PARTICIPANT ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

## **9. INDEMNIFICATION**

A. Vendor will defend, indemnify and hold harmless Participant and Ed Tech JPA and their directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim:

(i) alleging that the Product infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) Participant's misuse of the Product that is directly responsible for the claim of misappropriation, (B) Participant modifications to the Product, or (C) Participant continuing the allegedly infringing activity after Vendor has provided Participant with modifications that would have avoided the alleged infringement;

(ii) that results from the negligence or intentional misconduct of Vendor or its employees or agents;

(iii) that results from any breach of any of the representations, warranties or covenants contained herein by Vendor;

(iv) related to personal injury due to Vendor's recklessness, gross negligence, or intentional conduct;

(v) any injury or death of any person(s) or damage to, loss or theft of any property sustained by Vendor or Vendor's subcontractor(s) in connection with the Products.

If the Product becomes or, in Vendor's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section, Vendor, or its designee, will either, (i) procure for Participant the right to continue using the Product, (ii) replace or modify the Product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to Vendor, then (iii) terminate this PA as to the infringing Product, require the return of the allegedly infringing

Product and refund to Participant a portion of the fees paid by Participant in respect of the Product depreciated on a straight-line basis over one (1) year from the Effective Date. Vendor agrees to notify Ed Tech JPA and Participant in the event of any judicial determination against Vendor finding intellectual property infringement regarding Products and Services listed in the Bid. Vendor agrees to notify Ed Tech JPA of any claims against Vendor by any Participant.

B. To the extent permitted under applicable law, Participant agrees to defend, indemnify and hold harmless Vendor and Ed Tech JPA and their directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of Participant or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by Participant.

C. Ed Tech JPA does not provide assurance or warranty to Vendor or Participant with respect to issues arising under this PA, including Participant's payments to Vendor. Ed Tech JPA will not represent Vendor or Participant in the resolution of disputes arising under this PA.

#### **10. ATTORNEYS' FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, each party shall pay their own attorneys' fees.

#### **11. SEVERABILITY**

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

#### **12. TERM & TERMINATION**

The term of this PA (the "Term") shall commence on the Effective Date and shall be coterminous with the Master Agreement. The term for licensed Products and Services shall be reflected in the Orders as agreed upon in writing by both parties. The parties understand that Orders may extend for multiple years after the Term of the Master Agreement and Purchase Agreement. The expiration or termination of the Master Agreement shall not affect Vendor's obligation to deliver Products and Services ordered by Participants prior to the expiration of the Master Agreement or Participant's obligation to pay for said Products and Services.

Either Party may terminate this PA or any Order upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this PA by the other party; or (b) any act by Vendor exposing the Participant to liability to others for personal injury or property damage; (c) either party is adjudged a bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of the party's insolvency. Written notice by the terminating party shall contain the reasons for such intention to terminate and

unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made ("Cure Period"), this PA shall, upon the expiration of the Cure Period, cease and terminate. In the event of such termination initiated by Participant due to Vendor's action Vendor shall refund any pre-paid fees to Participant on a prorated basis. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Participant. Such termination shall be without any obligation or liability to Vendor other than payment of charges for the value of work performed, and for necessary expenditures which can be established by Vendor as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase/lease price of the Product/Services.

Vendor agrees to allow termination of this PA or any Order in whole or in part, in the event that Participant does not allocate funding for the continuation of this contract or any portion thereof. Non-appropriation of funds shall apply only for Products not yet provided by Vendor. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

### **13. GOVERNING LAW AND VENUE**

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state, and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

### **14. NOTICES**

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

- A. The primary Vendor contract manager for this PA shall be as follows:

Name:

Attn:

Address:

Email:

Phone:

- B. The primary Participant contract manager for this PA shall be as follows:

Name:

Attn:

Address:

Email:

Phone:

- C. The primary Ed Tech JPA contract manager for this PA shall be as follows:

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

[edtechjpa@iusd.org](mailto:edtechjpa@iusd.org)

949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

## 15. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Vendor may assign this Agreement in its entirety (including all Implementation Plans), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this PA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

## 16. AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

## **17. WARRANTY**

Equipment Vendor warrants that the Equipment will perform substantially in accordance with Vendor's then-current standard documentation for such Equipment. In the event that Equipment does not perform as stated, Vendor will, at its option and cost: (1) repair or replace the affected Equipment; or if Vendor is unable to do so within a reasonable time, upon return of such Equipment to Vendor, (2) refund the amount Participant paid for the affected Equipment as depreciated on a straight-line basis over a five-year period. This Warranty shall be in effect for one (1) year.

Software Vendor warrants that the Software licensed to Participant will substantially conform in all material respects to Vendor's then-current standard documentation for such Software. Vendor will, at its option and cost: (a) remedy the non-conformance; or if Vendor is unable to do so within a reasonable time, (b) terminate the Software license and provide a pro-rata refund of the license or subscription fees received by Vendor for such Software.

*\*Ed Tech JPA may agree to remove or modify this provision. Vendor's licensing terms may replace and/or supersede this.*

## **18. EQUIPMENT/HARDWARE**

All Products shall be new equipment and not remanufactured equipment.

The Products shall be delivered only after the issuance of a purchase order(s) in accordance with Orders, and shall be delivered F.O.B. to delivery locations specified by Participant in the quantities specified on the purchase order(s). Delivery charges, fuel surcharges or any additional costs associated with delivery only be accepted by Participants as agreed upon in the Orders. Actual delivery of Products shall be coordinated with Participants. Vendor assumes all risk of loss or damage until the equipment has been delivered and accepted by Participant staff at the Participant's approved location. Purchase orders will be issued a reasonable time in advance of the date of delivery. All Products furnished shall be subject to inspection and rejection by Participant for defects or non-compliance with the specifications. The cost of return shipping for equipment which do not meet the specifications will be borne by the Vendor. Vendor shall replace returned equipment with satisfactory items at no additional cost.

Taxes, delivery charges, fuel surcharges and any additional costs must be included on the Orders. Delivery of products shall be coordinated with Participants.

Unless otherwise specified, if any Products are not delivered within sixty (60) days following issuance of a purchase order, or if Vendor delivers any Products which do not confirm to the specifications, the Participant may, at its option, annul and set aside the Order and resulting Purchase Order, whether in whole or in part.

## **19. SURVIVAL**

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 9 through 14, covering Indemnification, Attorneys' Fees, Severability, Term & Termination, Governing Law, and Notices.

## **20. EXHIBITS**

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

## **21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.**

The Bid, Vendor's response in response to the Bid (Bid Response), the MA, and this PA are the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this PA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no Vendor terms or conditions stated in Vendor's Bid Response, an invoice, or in any other documentation, will be incorporated into or form any part of this PA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the MA; (2) any exhibit, schedule, or addendum to the MA; (3) the body of this PA; (4) any exhibit, schedule, or addendum to this PA; (5) Vendor's Bid Response; and (6) the Bid.

## **22. INDEPENDENT CONTRACTOR**

The parties, in the performance of this PA, shall be and function as independent contractors. The parties are not, and nothing in this PA shall be interpreted that the parties are, partners, joint venturers, co-owners or otherwise participants in a joint or common undertaking. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the Participant, and are not entitled to benefits of any kind or nature normally provided employees of the Participant and/or to which Participant's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Products to be provided under this PA. Vendor shall assume full responsibility for payment of all federal, state, and local taxes or contributions,

including unemployment insurance, social security, and income taxes with respect to Vendor's employees.

### **23. FORCE MAJEURE**

Neither party shall be deemed to be in violation of this PA if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate Quotes by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or Vendor shall refund any pre-paid fees to Participant on a prorated basis.

### **24. COUNTERPARTS**

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all parties have signed it.

### **25. AUTHORIZED SIGNATURES**

The individual signing this PA warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

**IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.**

**PARTICIPANT**

**VENDOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_