



**Los Angeles County
Office of Education**

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invitation for Bid (“IFB”) 24/25-1750

Standard School Supplies and Equipment

Deadline 3:00 p.m., PST, Thursday, May 23, 2024

I BID OVERVIEW

The purpose of this IFB is to create low-bid contracts for Products considered Standard School Supplies to be purchased by LACOE, school districts, and other education and local government agencies in California.

The Los Angeles County Office of Education, herein referred to as "LACOE" or "Agency," is an intermediate agency between the Los Angeles County school districts and the California Department of Education. LACOE is the nation's largest regional education service agency, serving 80 K-12 school districts, 13 community college districts, and charter schools that educate more than 1.3 million students.

I.1 BID TITLE

Bid No. 24/25-1750, Standard School Supplies and Equipment

I.2 ELECTRONIC BID NUMBER

The electronic bid number for this IFB is 541882.

I.3 ORGANIZATION OF BID TERMS AND CONDITIONS

Section and paragraph headings are provided for description and ease of reference only. They are not intended to be binding or used in the interpretation of the Contract. This bid is organized under these topical areas:

- I. [Bid Overview](#)
- II. [Definitions](#)
- III. [Bidder Status & Qualifications](#)
- IV. [Bid Procedures and Instructions](#)
- V. [Catalog and Product Specifications](#)
- VI. [Ordering, Shipping, and Delivery](#)
- VII. [Evaluation and Award](#)
- VIII. [Fees & Costs](#)
- IX. [Post-Award Requirements](#)
- X. [Contract Length & Termination Rights](#)
- XI. [Other Terms and Conditions](#)

I.4 BID SCOPE

This IFB seeks bids for products and formula discounts in the categories of:

- A. Copy Paper
- B. Cut-Stock Paper
- C. First-Aid and Safety
- D. Ink and Toner
- E. Instructional Supplies
- F. Janitorial Supplies
- G. Office Supplies

I.5 AGENCY ISSUING INVITATION FOR BID AND THE RESULTING CONTRACTS

Los Angeles County Office of Education (LACOE), Procurement Services, Ed Center West, 12830 Columbia Way, (formerly Clark Avenue), Downey, California 90242.

I.6 BID CONTACT

The Bid Contact for this IFB is:

Michael Marikian, Buyer
Procurement Services
Los Angeles County Office of Education
Ed Center West, Cubicle 1215
12830 Columbia Way
Downey, CA 90242
Marikian_Michael@lacoed.edu

I.7 BID DUE DATE

3:00 p.m. Pacific, Thursday, May 23, 2024

I.8 PREBID MEETING

A Prebid Meeting will be held Thursday, May 2, 2024, at 10:30 a.m. Pacific Time, online by way of Zoom technology. To register and obtain entrance credentials, email Marikian_Michael@lacoed.edu with the names of your registrants and their emails. LACOE will send credentials by email.

I.9 OTHER IMPORTANT DATES

All dates are subject to change or amendment. Times are scheduled for Pacific Time. Notice of any date changes adjusted before the bid opening will be posted in the External Notes Section of the electronic IFB.

Prebid Webinar	Thursday, May 2, 2024, 10:30 a.m.
Final Date for Bidder Written Questions	Friday, May 10, 2024, 4 p.m.
Deadline for Vendor Exceptions	Friday, May 10, 2024, 4 p.m.
Bid Due Date	Thursday, May 23, 2024, 3 p.m.
Tentative Award Notification Date	Friday, June 14, 2024
Awarded Bidder Implementation Meeting	Thursday, June 20, 2024, 10:30 a.m.
Contract Start Date for Sales	Monday, July 1, 2024

I.10 METHOD OF SUBMISSION

Bids must be completed on the electronic sealed bidding system described in these documents.

I.11 CONTRACT TERM

Under Ed Code Section 17596, LACOE will issue contracts with Awarded Bidders that shall be in force upon execution and continue through June 30, 2025, unless Agency invokes the clause in Section XI.6 to extend the Contract. If LACOE exercises the first extension, the termination date would be June 30, 2026. If LACOE exercises the second extension, the termination date would be June 30, 2027.

I.12 PIGGYBACKABLE CLAUSE

Public agencies are authorized by law to buy off a contract awarded by an agency that has itself gone to bid, including but not limited to all K-12 school districts, community college districts, special districts, and Joint Purchasing Agencies serving education under Public Contract Code Sections 20118 and 20652 and Government Codes 6500 and 6502. Using these statutes, LACOE declares its intent and permission to make all contracts awarded under this IFB and its associated Terms and Conditions “piggybackable” by other public agencies, school districts, and education agencies in the State. LACOE waives any right to receive payment from other California agencies making purchases off the awarded contracts, and those agencies will make payment directly to the Awarded Vendors. A partial, but not exclusive, list of eligible education agencies is listed as an attachment to the IFB and is titled "Partial List of Eligible Agencies.doc."

Other agencies in and outside California may also avail themselves of the Contract where applicable by law and under the authority of California Government Codes 6500 and 65002.

A best-interest finding may be required for a [Local Education Agency](#) (“LEA”) to use this piggybackable Contract under Public Contract Code 20118. LEAs adopting this Contract for their own use may cite these factors in declaring a “best-interest finding.” The interested LEA:

- Saves staff time in developing the agency’s separate contract language and product specifications
- Avoids the cost of a separate advertisement and notice of an invitation to bid
- Benefits from LACOE’s testing of the accuracy of Core List product specifications
- Share LACOE’s Contract privilege to ask for voluntary volume discounts
- Can buy Rest-of-Catalog items related to specified brands under the LACOE awarded-bid formulas
- Benefits from the leverage of LACOE’s size and volume of potential purchases
- Is assured of price competition because LACOE’s submitted its IFB to more than 2,000 potential Bidders
- Ensures it is buying products awarded to a responsive, responsible Bidder in a competitive bid process
- Can make use of United States Uniform Guidance language enabling the use of federal funds

I.13 PRESERVATION OF LACOE RIGHTS

LACOE reserves the right to:

- Reject any of the bids

- Amend this IFB by addenda
- Issue a subsequent bid
- Cancel the notice of intent to award or the entire bid, if it is in LACOE's best interest
- Remedy errors in the bid
- Verify all calculations submitted; if there is any discrepancy between the cost listed and LACOE's calculations, LACOE's calculations shall take precedence
- Appoint evaluation committees to review bids
- Seek the help of outside technical experts to review bids
- Disqualify a bid upon evidence of collusion with intent to defraud, or other illegal practice(s) by the Bidder

II DEFINITIONS [Return to Top](#)

II.1 LOS ANGELES COUNTY OFFICE OF EDUCATION ("LACOE")

The terms "*Los Angeles County Office of Education*" and "*LACOE*" as used in this IFB document shall be construed to include the Los Angeles County Office of Education, its employees, officers, and agents.

II.2 AGENCY

The term "*Agency*" shall be construed to include the Los Angeles County Office of Education, its employees, officers, and agents.

II.3 LEA

The term "*LEAs*" shall be construed widely to mean Local Education Agencies — those educational agencies and other non-education public agencies authorized to buy from this bid and resulting contracts and allowed to submit purchase orders to Awarded Bidders in conformance with bid Terms and Conditions. Charter schools, community colleges, municipalities, special districts, and other governments using the Contract shall be considered "*LEAs*" within this document and when using awarded contracts under Public Contract Code 20118 and Government Codes 6500 and 6502.

II.4 EPYLON CORPORATION

"*Epylon Corporation*," also called "*Epylon*," is a private corporation at 630 San Ramon Valley Road, Suite 210, Danville, California 94526, contracted by LACOE to be the e-commerce provider to consult in the development of bid solicitations, the use of electronic bid technology, and the administration of LACOE contracts.

II.5 BIDDER

The term "*Bidder*" is that firm, company, individual, business, partnership, joint venture corporation, or other bidding entity eligible to make an offer in response to this IFB or who has completed the response to the IFB. A responsive, responsible Bidder may eventually become an "Awarded Vendor" if it is offered a Contract and enters into an agreement with Agency. The Contractor/Bidder is named as such in the Contract/bid documents and is referred to in generic terms as if the Contractor/Bidder were of a singular number and masculine or feminine gender.

II.6 AWARDED VENDOR

The term "*Awarded Vendor*" is one or more Bidders offered a contract in response to this IFB and who have entered into a signed agreement with Agency.

II.7 VENDOR

The term “*Vendor*” refers to that firm, company, individual, business, partnership, joint venture corporation, or other bidding entity that has registered with LACOE and on the Epylon system to receive bids and has worked on or completed the response to the IFB.

II.8 SUBSTITUTION

Regarding bidding prices for Core Items, the term “*substitution*” means a product with its pricing equivalent to the item specified but different in manufacturer or brand. The burden falls on the Bidder to provide evidence that the proposed substitution meets or exceeds the Agency-specified named product's attributes and provides an equal or better warranty. Significant qualities include attributes such as performance, weight, size, durability, visual effect, specific features, packaging, color, and any indicated requirements. LACOE will have final authority and sole discretion regarding whether the "substitution" meets equivalent specifications.

II.9 CORE ITEMS ON THE BID RESPONSE TAB

The “*Bid Response Worksheet*” is the electronic worksheet tab in an Excel spreadsheet file identified as either “*SKU Template*,” “*Pricing Template*,” or “*E-bid Product Line Template*” and attached to the electronic bid form. The spreadsheet file is located in the yellow instruction box of the bid Section titled “Product Line Bidding.” It is the worksheet to be filled out by the Bidder with fixed prices for line items that are part of the Core List.

A “Core Item” means a product identified explicitly in the IFB by Stock Keeping Unit (“SKU”) number(s) and description and listed in the bidding templates for each bidding category. A “Core Item” requires a fixed bid price for the initial term of the Contract, as opposed to a bid formula price. A “Core Item” stands in contrast to the other items under Contract, which are the remaining products within a Bidder's Commercially Available Catalog(s) or website. These products are to be identified on the “Rest-of-Catalog” spreadsheet. As specified in Section V.4, LACOE reserves the right to request changes to the Core List based on usage and changes in technology.

II.10 QUOTE SHEET

The “*Quote Sheet*” is the electronic worksheet tab in an Excel spreadsheet file identified as either “*SKU Template*,” “*Pricing Template*,” or “*E-bid Product Line Template*” and attached to the electronic bid form, located in the yellow instruction box of the section titled “Product Line Bidding.”

The Quote Sheet is the worksheet to be filled out by the Bidder with their official bid discount(s), necessary to calculate the effective price for all items listed in the Rest-of-Catalog spreadsheet.

II.11 REST-OF-CATALOG

“*Rest-of-Catalog*” is intended to mean the subset of products related to a LACOE-specified catalog category that 1) are not Core Items, 2) are the remainder of Products within a Bidder's Commercially Available Catalog. 3) are other unpublished Products necessary for implementing or using Products within the specified catalog.

A Bidder must offer a bid pricing formula and an effective bid price for these items on the Rest-of-Catalog tab of the Pricing Template.

II.12 COMMERCIALLY AVAILABLE CATALOG

A “*Commercially Available Catalog*” means a catalog with widespread availability and distribution instead of a custom or one-off catalog. A vital component of a Commercially Available Catalog is that its base pricing applies to a broad audience. When base commercial prices change, the price changes for all audiences. Based on the price in their Commercially Available Catalog, Bidders will offer LACOE pricing formulas for non-core items that constitute Rest-of-Catalog products for a specified brand.

II.13 OFFICIAL AWARD DATE

The “*Official Award Date*” shall be the execution date on which LACOE awards and signs the Contract as a result of this IFB, but the Contract Start Date for Sales is identified in Section I.9. Awarded Vendors have specific responsibilities before the Contract Start Date for Sales.

III BIDDER STATUS AND QUALIFICATIONS [Return to Top](#)

III.1 ANSWERING QUESTIONS ON THE BID FORM

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

- Maintain a permanent place of business
- Have the capability to furnish the items offered satisfactorily and expeditiously
- Will provide excellent school customer sales support and service to all LEAs
- Have current relationships with LEAs for verification of customer satisfaction, can show an active sales network or other acceptable methods of service and support that will serve all LEAs

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

III.2 STATUS OF BIDDER

Bidder is and shall always be considered an independent contractor and shall be wholly responsible for how it performs the Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LACOE and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents, and employees shall not be entitled to any rights or privileges of LACOE employees and shall not be considered in any manner LACOE employees.

III.3 SUPPLIER APPLICATION

Bidders must fill out, scan, and attach a LACOE Supplier Application as part of their bid submission. Even if a Bidder has previously completed an application, a new form must be filled out and attached to the bid so that LACOE can verify and update its information. A blank application is attached to the electronic bid form inside the Vendor Welcome Packet.

III.4 SUPPLIER REFERENCES

Bidders must provide contact information for at least three references who can attest to their previous contracting experience. This information is to be written on LACOE's reference form, which is attached to the electronic bid form.

This form must be filled out and attached to the electronic bid form.

III.5 EVIDENCE OF RESPONSIBILITY

Upon request of LACOE, a Bidder under consideration for the award of the Contract shall promptly submit to LACOE satisfactory evidence showing the Bidder's financial resources, facilities, vehicles, and equipment for the performance of the Contract, enough to demonstrate the ability to perform as per the Contract.

III.6 BIDDERS INTERESTED IN MORE THAN ONE BID

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

Companies with multiple users on the Epylon system may receive multiple Invitations for Bids and have access to the same bid form. Only one representative from the bidding company may submit a bid. Any Epylon user that archives the LACOE bid form, declines the bid invitation, or submits a bid thereby prevents any other user from that same company from acting on the bid invitation for their company.

III.7 DECLARATION OF NON-COLLUSION

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

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

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder.
2. Neither the price(s), amount of this bid, approximate price(s), nor approximate amount of this bid has been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. Neither the company nor any of the company's affiliates, subsidiaries, officers, directors, and employees are currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
6. All representations are material and important and will be relied on by LACOE in awarding the Contract(s) for which this bid is submitted.
7. Any misstatement is and shall be treated as fraudulent concealment from LACOE of the true facts relating to the submission of bids for this Contract.

If a Bidder cannot truthfully answer "yes" to the non-collusion question, they cannot complete the bid form and cannot submit a bid.

III.8 SUSPENSION AND DEBARMENT

A Bidder must verify its suspension or debarment status. A separate attachment to the bid is required, certifying for itself and all its designated partners, that neither the Bidder, nor any designated partners are under suspension or debarment by the LEA or any other governmental entity, instrumentality, or authority. If the Bidder cannot so certify, then they agree to submit a written explanation as an attachment to this bid form of why this certification cannot be made. An Awarded Vendor shall give notice of any changes in debarment or suspension status to LACOE within 15 days.

III.9 UNPAID TAX LIABILITIES

The Bidder certifies by submission of this bid that it is unaware of any overdue unpaid tax liabilities or other overdue Agency or LEA obligations to government.

III.10 ONGOING RESPONSIBILITY FOR NOTIFICATION OF ANY CHANGE

A Bidder must inform the Agency if it changes its address or becomes delinquent in taxes. All notices must be in writing and received by the Agency within 15 days of the change or known delinquency.

III.11 ABILITY TO FOLLOW DIRECTIONS

The Bidder's ability to follow the bid preparation instructions in this IFB will also be considered an indicator of the Bidder's ability to follow instructions should they receive an award as a result of this IFB. Any contract between LACOE and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered a sign of the quality of organization and writing that would be prevalent if a Contract were awarded. Therefore, a bid may be rejected as non-responsive if directions are not followed.

III.12 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

LACOE takes affirmative efforts to promote responses to this IFB from HUBs.

Many eligible LEAs using this Contract may have policies, programs, or goals related to procurements with businesses owned by minorities, women, small businesses, or disabled veterans. Although bids will not be weighted or evaluated on whether a Bidder is a HUB, Agency can make itself and other LEAs aware of a Bidder's HUB status. Accordingly, Agency requests any women-owned, minority-owned, or disabled-veteran-owned business to volunteer their HUB status.

A HUB may identify itself in its answer to the HUB question in the Question Section. No preference is given in bid evaluation to HUBs, and no penalty is applied for not answering the question.

III.13 ABILITY TO SERVE THE ENTIRE STATE AND REGIONS

To be a successful Bidder, a respondent must be able to show an ability to serve education agencies in all parts of California and to deliver to any LEA in California.

III.14 FAILURE TO PERFORM UNDER PREVIOUS CONTRACTS

A company will not be qualified to win a contract under this IFB if the company has failed to perform as a contracted Vendor as required under a previously issued LACOE contract during the past two years. Any bids received from such a Bidder may be rejected by the Agency as non-responsive.

IV BID PROCEDURES AND INSTRUCTIONS [Return to Top](#)

IV.1 HELP WITH SUBMITTING A RESPONSIVE BID

To help Bidders submit responsive bids, LACOE provides directions, access to help files, a Prebid Meeting, a bid checklist, and contacts for technical support in filling out the electronic bid form.

Bidders must examine the entire bid package, then seek clarification of any item or requirement that may not be clear. They must check all their responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the [Bid Due Date](#) and Bid Time.

IV.2 ELECTRONIC SUBMISSIONS REQUIRED

A sealed, secure electronic bidding system will be used to gather bids and evaluate submissions. All bids must be sent through the Epylon e-commerce system, accessible for free to all who register at www.Epylon.com.

IV.3 COMPLETE THE ELECTRONIC BID FORM EARLY

It will be impossible to meet the deadline if a Bidder tries to complete the online form at the last minute. The electronic form must be completed promptly. After the final review, the Bidder must hit the submit button. All answers and submissions are then locked, encrypted, sealed, and sent to the LACOE inbox and cannot be opened by LACOE until the Bid Opening Date.

However, Bidders can access their own submissions to print out a complete and accurate record of their submissions exactly as it will be seen by LACOE when the bid can legally be opened.

IV.4 INCOMPLETE SUBMISSION

LACOE must receive the online bid before the bidding deadline for a bid to be considered. The online submission must contain all required attachments, documents, and signatures. Incomplete submissions are considered non-responsive, may not be considered, and will constitute no grounds for protest.

IV.5 REGISTRATION

Bidders interested in bidding must obtain a supplier account at www.Epylon.com if they do not already have one. The bidding process will be conducted electronically using Epylon's e-Bid software. Epylon imposes no fee to register or use its e-Bid software.

IV.6 DELIVERY OF THE ELECTRONIC LACOE BID FORM

Bid forms will be sent automatically to all those Bidders who have accounts and have indicated on the Epylon system an interest in IFBs for office supplies, instructional supplies, first-aid supplies, or janitorial supplies. Newly registered Bidders will find the bid form shortly after their account application has been approved. If Bidders reviewing their inbox do not see the LACOE bid form, there are three possible reasons:

1. Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form.
2. The company has divided its employees into geographic territories, and the bid may have been directed to employees in another county, state, or jurisdiction.

3. The company may have yet to check the account preferences box to receive IFBs in the categories of office supplies, instructional supplies, first-aid supplies, or janitorial supplies.

For help finding the online bid form, Bidders should contact Customer Service at (888) 211-7438 or Service@Epylon.com.

IV.7 BIDDERS' QUESTIONS

Bidders who have questions about the bid or its Terms and Conditions must submit them in writing to the [Bid Contact](#) by 4 p.m. on the [Questions Due Date](#). Responses to these questions will be issued as an Addenda given to all Bidders who have received a copy of the electronic bid documents.

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

IV.8 AN OVERVIEW OF THE BID FORM

Completing the e-Bid requires opening an electronic bid form starting from an inbox on the Epylon e-commerce system. Users may work on their bids anytime and save their work as they progress. There are four major parts to the IFB:

1. Answers to Questions: If a question is tagged as required, a response must be provided, or the user will get an error message when submitting their work. Some questions accept answers with file attachments.
2. Check-Marking the Appropriate Catalog Categories: There are multiple categories of catalog specifications requested. Bidders must check the white box next to the categories they are bidding on. The Bidder must also attach several files alongside each category of catalogs they are bidding on.
3. Completion of the Pricing Template: This Excel workbook has three active tabbed worksheets that need completing.
 - a. The first interactive tab is the "Quote Sheet." Bid discount formulas for Rest-of-Catalog products must be entered here. What is entered on the Quote Sheet must correspond to offered formulas prices on the Rest-of-Catalog spreadsheet tab.
 - b. The second interactive tab is called "Bid Response." This spreadsheet lists several Core Item Products that must be filled out with the Bidder's offer of a fixed price. Each line must be priced with a bid price or a price for an equivalent. Price fields containing terminology such as "no-bid" will be considered non-responsive.
 - c. The third interactive tab – called Rest-of-Catalog – has a template with blank rows. These lines must be populated with Bidder's Rest-of-Catalog items, that is, the remainder of available products within the specific brand product line contained in Bidder's Commercially Available Catalog. For each base-priced item, a discount formula that matches the category on the Quote Sheet will produce an effective bid price for that product.
4. Attaching requested files: Files about a specific product line are attached alongside the name of each product category being bid upon.

IV.9 PROCEDURES FOR FILLING OUT THE PRICING TEMPLATE

1. Review all the catalog categories requested. Decide which categories to bid on.
2. From the Section titled “Requested Product Lines,” download the attached pricing spreadsheet template related to your bidding categories. There is a unique template for each of the requested category types. There will be three interactive worksheet tabs to fill out in each Excel Pricing Template workbook.
 - a. The Quote Sheet tab on the Pricing Template requires you to enter the percent discount you are offering as your bid for the Rest-of-Catalog products. This discount can be variable by self-defined categories.
 - b. The Bid Response tab on the Pricing Template requires you to provide a fixed price for specified Core List products. All items must be priced. If bidding a substitution, enter the description, SKU numbers, and price in the proper columns. A substitution is an equivalent item you are bidding on in place of the specified product configuration.
 - c. The Rest-of-Catalog tab requires you to paste in the remaining “Non-Core” branded products within your Commercially Available Catalog. You must provide the discount formula and base price for each item. The spreadsheet will calculate the formula to create the effective bid price. Line-by-line formulas on this spreadsheet must match the discounts entered on the Quote Sheet. A link to pricing in a catalog is not sufficient. The Rest-of-Catalog Spreadsheet tab accepts up to one million products. If more lines are needed, attach an additional spreadsheet to the bid form.
3. Begin the file upload process by clicking the white box to the left of the Product Line Specifications column.
4. Click “Browse” to locate the template on your hard drive.
5. Click Open, then click “Attach File” to upload the template to the bid form.
6. Designate the uploaded spreadsheet as the "Pricing Template" by clicking in the small white box next to the template's name, then clicking the “Identify SKU Attachment” button at the bottom of the Product Line Specification Section. This action distinguishes your pricing from any other attachment you upload alongside the product line name. When a red asterisk appears next to your file, you have successfully uploaded the template.
7. Ensure the white box in the Bid Column for the product category being bid is still checked.

IV.10 ADDENDA

LACOE reserves the right to amend the requirements of this IFB before the Bid Opening Date. Revisions will be made formally by an Addenda issued to all Bidders who have received a copy of the electronic bid documents. If, in the judgment of LACOE, the change is of such nature that more time is required for Bidders to prepare their bids, LACOE may extend the date of the bid opening and notify all Bidders in writing of the new date.

Important Note: Bidders must sign individual copies of all Addenda and upload them to the bid form for the company's bid to be responsive.

IV.11 A “NO-BID” ON ANY CORE ITEM MAY RESULT IN A NON-RESPONSIVE BID

A “No-Bid” noted on any individual Core Item product on the bid form within a category may cause the entire applicable catalog category to be considered non-responsive and be given no further consideration.

If the Bidder cannot provide a Core List Product as specified, it must offer a substitute.

If the manufacturer has discontinued any item sought by LACOE, the Bidder must offer a substitute product with equal or better functional value. LACOE reserves the right to remove Bidder responses for discontinued items from comparative evaluation since an equivalency among Bidders may not be possible to be established for those items.

IV.12 REQUIRED ATTACHMENTS

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

1. Attachments that go alongside the name of each product category being bid upon are:

- LACOE Pricing Template containing these three tabs:
 - Quote Sheet Tab
 - Bid Response Tab of Core Products
 - Rest-of-Catalog Pricing Template
- Return Policy Statement
- Proof of Supply Narrative
- Ancillary Services Form or a Statement of No Services to Be Offered
- List of All Manufacturers represented in the Catalog

2. Attachments that go alongside a required question are:

- LACOE Supplier Application
- Debarment Form
- Supplier Reference Form
- Signed Addendum (if any)
- Any optional files to expand upon an answer to a question

3. Attachments that can be uploaded to the “Additional Response Information” Section are:

- Any optional files to provide LACOE with more information

IV.13 ELECTRONIC SIGNATURE

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that the use of his/her username and password constitutes his/her Electronic Signature and that he/she is solely liable for complete control and access to the password. Neither LACOE nor the e-commerce provider has access to the user's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to LACOE and to bind his/her company to the Contract, including, without limitation to all Terms and Conditions, final pricing, statements, and all other commitments submitted to LACOE.

IV.14 SUBMISSION

When Bidders complete their bids, clicking on the “Continue” button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied, Bidders must click the “Submit” button to send the bid electronically to LACOE. Once successfully transmitted, the bid will

display as "Sent" in the user's inbox. Bidders must ensure the submission in their inbox is marked "sent;" otherwise, LACOE will not have their bid on file.

IV.15 STATUS OF SUBMITTED BIDS

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

- Where signed documents are required, they must be signed in the name of the Bidder in ink and bear the signature in the longhand of the person or persons duly authorized to sign the bid. Unsigned documents may be considered non-responsive, thus resulting in the rejection of the bid. Documents, where signatures are required, include:
 - The LACOE Supplier Application
 - Debarment Form
 - Bid Addenda if any

IV.16 DANGER OF PROCRASTINATION

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

WARNING: Due to the potentially large size of some required attachments, upload time can take several minutes, depending on the originating Internet upload site. Uploads by a user working from a business site usually upload faster than those working at home. The bidding software site can accept spreadsheets containing up to one million SKUs, sized 80 megabytes or less. Files of this size could take up to 10 to 30 minutes to transfer, depending on the capabilities of the upload location.

A Bidder should not wait until the last minute to upload its attachments. Bids with files still loading at the bid deadline will be considered late.

It is in the best interest of Bidders to complete their bids one to two days before the Deadline Date to avoid any problems in submitting their bid forms.

IV.17 WITHDRAWAL OF ELECTRONIC BID FORM

A bid must be complete and final before a Bidder clicks the "Submit" button and sends it to LACOE. If a Bidder wishes to withdraw a bid, they can open their submitted electronic form, scroll to the bottom of the page, and click the "Retract Response" button before the [Bid Due Date](#).

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded products under the Bidder's offer and this IFB's Terms and Conditions.

IV.18 MODIFICATIONS

Changes in or additions to the bid form, recapitulations of the service bid upon, alternative proposals, or any other modification of the bid form from the electronic submission or other LACOE documents in this

bid not explicitly called for by LACOE may result in LACOE's rejection of the bid as not being responsive. No oral or telephonic change to any bid submitted will be considered.

IV.19 ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS

Bid documents and attachments submitted must contain no erasures, interlineations, or other corrections. If any discrepancies are found, the bid may be considered non-responsive. In the event of inconsistency between words and figures in the bid pricing or formulas, words shall control figures. If LACOE determines that any bid is unintelligible, inconsistent, or ambiguous, LACOE may reject such bid as not being responsive. Bidders shall verify their bids before submission, as bids cannot be withdrawn or corrected after the opening.

IV.20 EXAMINATION OF BID AND CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with the bid documents and specifications. The failure or omission of any Bidder to receive or examine any bid document, form, instrument, addendum, electronic attachment, or other documents shall in no way relieve any Bidder from any duty regarding their bid or to the Contract. The bid submission shall be taken as prima facie evidence of compliance with this Section. All Addenda issued during the bidding period shall be automatically incorporated into the IFB.

IV.21 INTERPRETATION OF BID AND CONTRACT DOCUMENTS

Bidders who find discrepancies, ambiguities, or omissions in the bid documents may submit to LACOE's Bid Contact a written request for clarification or correction thereof. Written requests must be emailed to LACOE's Procurement Services [Bid Contact](#).

Questions or clarifications regarding the bid documents must be received by the [Questions Due Date defined here](#).

A copy of all requests for clarification and the response thereto will be posted on the electronic bid for all registered Bidders to review. Any corrections or interpretations will be made with an Addenda. The presence of any Addenda will be noted in the External Notes Section of the electronic bid form. Review the External Notes log before submitting your bid to be sure you have read any Addenda. LACOE will not be responsible for oral interpretations. All Addenda issued during the bidding shall be incorporated into the bid automatically.

IV.22 RECEIPT AND OPENING OF BIDS

Electronically sealed bids must be received by the [Bid Due Date and Time](#). Submissions will be electronically unsealed and publicly read at the [Bid Due Date and Time](#). Opening and public reading will consist of LACOE clicking to open the submitted bids in front of any interested members of the public and staff in a public setting, whether in-person or virtually online. Bidders who wish to attend the in-person bid opening must check in at the receptionist desk at the ECW Columbia Way lobby before admission.

LACOE reserves the right to reject any or all bids not prepared under IFB instructions or to waive any such informalities.

IV.23 LATE BIDS

LACOE will not consider late bids.

IV.24 LENGTH OF TIME THE BIDDER'S OFFER IS GOOD FOR

After the public opening, bids will be evaluated. LACOE will conduct this process as quickly as possible to formulate award recommendations. Bidder's offers must be valid for at least 90 days from [Bid Due Date](#).

IV.25 PROTESTS

Any protest against the award of a Contract under this bid must be received within five (5) calendar days after the bid opening. LACOE shall not have to consider protests received after the above-specified deadline. All protests must be in writing and submitted to the [Bid Contact](#). Mailed letters of protest are to be addressed to the Los Angeles County Office of Education, Procurement Services, Ed Center West, 9300 Imperial Highway, Downey, CA 90242- 2890, and marked to the attention of the [Bid Contact](#).

Any protest shall contain a complete written statement: (1) Specifying in detail the grounds of the protest and (2) Identifying the specific facts supporting the protest. If a protest does not meet these two conditions, no extra time for meeting the initial five (5) calendar day deadline above may be granted. If the protest meets these two conditions, the Controller shall consider the protest promptly and shall issue LACOE's final decision.

For a Bidder's protest to be considered valid, the protest must:

- A. Be filed timely and in writing as detailed in this Paragraph
- B. Identify in detail the specific issues related to the bid protest
- C. Identify in detail the particular LACOE Staff/Board recommendation or action being protested
- D. Identify in detail the specific grounds of the objection and the facts supporting the particular protest
- E. Include all relevant and supporting documentation with the protest at the time of filing

Before a protest being considered valid, LACOE shall review the basis of the protest along with all relevant information and documents and provide the protesting Bidder with a written decision. If the bid protest does not follow each requirement above, it will be rejected as invalid.

IV.26 USE OF SUBMITTED DOCUMENTS

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

V **Catalog and Product Specifications** [Return to Top](#)

V.1 Types of Catalogs Sought

This RFB seeks formula pricing for products and services within Commercially Available Catalogs. A "Commercially Available Catalog" is construed to mean a catalog with widespread availability and distribution, as opposed to a custom or one-off catalog. A key component of a Commercially Available

Catalog is that base pricing applicable to a wide audience. When base commercial prices change, the price changes for all audiences. Based on the price in their Commercially Available Catalog, Bidders will offer a LACOE pricing formula from the catalog price to create a new bid price applicable to LACOE buyers.

V.2 Content of Catalogs Sought

This Request for Bids seeks bids on products typically sold through online and paper-based catalogs. Products are sought in the following catalog categories, listed in alphabetical order:

- H. Copy Paper
- I. Cut-Stock Paper
- J. First-Aid and Safety
- K. Ink and Toner
- L. Instructional Supplies
- M. Janitorial Supplies
- N. Office Supplies

Within each catalog category, LACOE has specified a Core List of most frequently purchased items. A Bidder must provide a price for every item on the Core List and leave no pricing cells blank. If the Bidder cannot provide the exact item as specified, the Bidder must provide an equivalent or substitute product. Pricing cells left blank or designated with a “no bid” may result in a bid being deemed non-responsive.

If a product on the Core List has been discontinued, the Bidder must offer a functional equivalent for the product specified.

Besides Core List products, a Bidder’s offer to LACOE must include other defined Products in its Commercially Available catalog, which are referred to as “Rest-of-Catalog Products. These items must be bid with pricing based on the formulas offered on the Bidder’s Quote Sheet. These items are placed on a separate tab within the Pricing Template.

V.3 List of All Manufacturers in Commercially Available Catalog

Bidders must include with their response an Excel spreadsheet listing the names of all manufacturers or brands included in its Commercially Available Catalog. For the sake of simplicity, the list may include both brands and manufacturers or just brands, understanding that many brands derive from a single parent company.

For the following categories, at least 100 brands and/or manufacturers must be represented.

- Instructional Supplies
- Office Supplies

For the following categories, at least 25 brands or manufacturers must be represented:

- First Aid and Safety
- Janitorial

For the Following category, at least four brands or manufacturers must be represented:

- Ink and Toner

For the following categories, at least two brands or manufacturers must be represented:

- Cut-Stock Paper
- Copy Paper

V.4 Core Line Items Are Attached

Specific line Core-Item Products sought, with their descriptions and model numbers, are attached as an Excel Pricing Template spreadsheet to the bid form.

These Core Items are to be specifically priced for the contract. These are the most frequently ordered items by Eligible Entities. Accordingly, Agency expects the most aggressive pricing on these items. All Core Items must be available to Eligible Entities for the duration of the contract.

If any product on the Core List has been recently discontinued and is no longer available, the Bidder shall offer a functional equivalent and indicate in the notes section that the specified item has been discontinued. Agency reserves the right to remove these line items from evaluation in its determination of the lowest Bidder.

If any item is discontinued by the manufacturer during the course of the contract, Agency may require the Awarded Vendor to add a functionally equivalent substitute item at the same price or discount structure.

V.5 Brands

Brand names listed on the Core List of products are included for descriptive purposes to indicate the quality, design, and utility desired by Agency, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise indicated in the bid. Each Bidder bidding substitutes must show the manufacturer's name and model number of the brand(s) being bid and may have to submit samples under the samples provision in this RFB.

V.6 Equivalents

Agency seeks bids for products as described on the bid form and the Excel Core List pricing template. The identification of a branded product line is actually a specification and standard for goods to be procured. For each product identified by the Agency, a Vendor may bid a product-for-product "equivalent." If the product being bid is an equivalent and not the actual branded Product specified, the Bidder must, upon request, provide Agency with a non-returnable sample of each product bid within the product line for testing. Samples of "equivalent" products must be shipped to Agency at Bidder's expense within two days of request by Agency.

Bidders may bid with a product they think is equivalent to the specification. As examples and as an aid to bidding, Agency lists in the table below some examples of specifications alongside products offered as equivalents in the past, but which have ended up not being "equivalent."

Specification	Deemed Not "Equivalent"
Sulfite Construction Paper	Groundwood pulp construction paper
Ticonderoga Yellow, #2 Pencils	Private label brands or Universal brand
Sargent Art Plastilina Clay	American Art Clay Co., Inc. 25D White Art Clay
Sharpie® Chisel Tip Permanent Marker, Medium Chisel Tip, Black, Dozen	Sharpie® Retractable Permanent Marker, Fine Bullet Tip, Black, Dozen

Avery® Permanent Glue Stic, 1.27 oz, Applies Purple, Dries Clear	Avery® Permanent Glue Stic, 1.27 oz, Applies White, Dries Clear
Crayola crayons	Jot brand; unbranded Chinese imports by Greenbrier
Crayola colored pencils	Colored pencils by Liqui-Mark
Post-It Notes by 3M	Highland sticky notes by 3M

V.7 Toxic Art and Craft Supplies

Bidders should know the California restrictions for the labeling and the purchase of art and craft materials by schools as stated in AB 3439 (beginning with Education Code Section 32060). Products that do not meet these provisions shall not be awarded under this bid solicitation.

All of the products offered under this bid solicitation must conform to the American Society for Testing and Materials (ASTM) chronic health hazard labeling standards for art and craft materials (ASTM D 4236– "Standard Practice for Labeling Art Materials for Chronic Health Hazards") for adult use. Such products, however, may not be sold to schools for use by children in grades K-6 unless they appear on the current list of "Art and Craft Materials Acceptable for Kindergarten and Grades 1 – 6" as [published by the California Office of Environmental Health Hazard Assessment](#).

The list of disallowed products for K-6 students is attached inside the electronic bid form. Items on this list should not be submitted as part of any bid.

In addition, Bidders and Awarded Vendors, when offering products in a Commercially Available Catalog, must ensure the products offered comply with the Federal Hazardous Substances Act (Sec. 23 [15 U.S.C. §1277]), which requires all art and craft product labels to include information about acute and chronic health hazards and safe handling instructions.

If a Bidder finds any item in the LACOE specifications violates this section or guidance from the Office of Environmental Health Hazard Assessment may offer a substitution that complies.

V.8 Prices for Rest-Of-Catalog Items

A Bidder must also offer a Commercially Available Catalog, set of catalogs, or a commercially available website from which Eligible Entities can order more supplies in addition to the list of products on the Core List.

Pricing for other items in this category must be on a pricing formula applied against the catalog price or website price for general retail or educational sales. The Bidder may establish categories of variable discounts for items within its catalog or website.

These discounts, whether a single percentage or variable percentage by category, must be listed on the "Quote Sheet" tab of the pricing spreadsheet, which is to be uploaded to the bidding website. All of the Bidder's products in its Commercially Available Catalog must be submitted on a separate spreadsheet showing the effective bid price after applying the Bidder's discount or markup formula.

V.9 New, Requested, or Non-Catalog Items

Products within the scope defined by this RFB, but not currently in a Bidder's catalog, may be sold by an Awarded Vendor provided that, in its status as a Bidder, the now-Awarded Vendor has on record a markup-

over-cost pricing formula for other products sourced from a wholesaler such as S.P. Richards or Essendant. The markup-over-cost formula must be used for these types of items because the Bidder and Awarded Vendor cannot show a price basis and discount from its Commercially Available Catalog.

This provision is not a license to sell products at a higher price than could be purchased on another LACOE contract, nor is it a license to sell products rarely found in a commercial office supply or instructional supply catalog.

V.10 New Product Additions

An Awarded Vendor may add newly invented products, newly marketed products, brands of products new to their catalog, and other new products for sale under these conditions:

- A clear pricing formula was originally bid and applies to the new products or brand of products
- Prices are at or below any products under another LACOE technology product line contract
- No request is made to subvert competitive procurement procedures
- Offerings do not extend higher technology prices to LACOE buyers
- The new products fit within the scope of office and instructional supplies
- Substitute or replacement products are equal to or superior to the original offerings

LACOE may approve or reject any additions or replacements in its sole discretion—with or without cause.

V.11 Construction Paper

Participating Eligible Entities in the LACOE program have expressed a need for both economical construction paper and high-quality construction paper. This Request for Bids separates its specifications for construction paper into these categories: Economy (with groundwood pulp) and Quality (with 100 percent sulfite). Separate products and SKUs should be offered for construction paper in both categories.

V.12 Availability of Green Products

Agency encourages the use of environmentally friendly, green products. As part of this bid submission, Bidders must answer a question in the Question Section specifying what percentage of the items in its catalog(s) the Bidder estimated to be green or environmentally friendly by the Bidder's own definition. Bidders are encouraged to include within their physical bid packets a copy of any catalogs or product price lists that describe available green products.

V.13 Availability of Antimicrobial Products

Agency encourages the placement of antimicrobial office products in its inventory or its catalog. Bidders must answer a question in the Question Section indicating if they have more than 100 antimicrobial products in their catalog and available for purchase.

V.14 Changes in Packaging for Core Items

If during the term of the contract, a manufacturer 1) changes the packaging configuration that affects the unit of measure of the item, or 2) changes an item's Stock Keeping Unit (SKU) number or other part number, the Awarded Vendor must promptly tell LACOE about the changes.

The contracted price for any item with new packaging must equal the bid price of the original item corresponding to the lowest, most common unit of measure. For example, if the original bid price was for two pens at 10 cents, and the new packaging was for a box of one dozen pens, the new acceptable contract price would be 60 cents.

Under no circumstances shall an Awarded Vendor simply change its inventory policies to stock a new unit of measure to force an LEA to order more merchandise than the LEA originally expected by reading published bid prices. For example, a brand of pen was bid in a cello pack with three pens inside. The cello pack is still available from the manufacturer. It is unacceptable for an Awarded Vendor to discontinue the three-pack in favor of a box containing a dozen pens, when the originally bid unit of measure, the three-pack, is available from the manufacturer.

It is the responsibility of the Bidder to bid on Core Items in the units of measure it expects to supply during the course of the contract, but packaging differences from the specification may not be an acceptable substitute.

V.15 Substitutions

It is preferred that a Bidder bid on the specified item. If Bidder does not have the exact item specified, a substitute may be provided, but the substitution must be equivalent to the item specified. The substitute may be different in manufacturer or brand. Upon request, samples must be provided for a substitution to be considered. Agency will have final authority and discretion as to whether the “substitution” meets equivalent specifications. Where specifications call for a “brand name” quality (e.g., 3M Post-It Notes) on one line and a lesser quality item on an adjacent line (e.g., Highland sticky notes), the lesser quality item will not be considered an acceptable substitute for the “brand name” item. Usually, the specification will state that certain substitute brands are not acceptable.

If the substitution is not accepted, Agency may require the exact specified item to be provided at the bid price of the substitute, or, in its sole discretion, Agency in its sole discretion may strike the specified item from the Core List.

Among the reasons a substitution could be considered not equivalent include differences related to, but not limited to, color, packaging, units of measure, effectiveness, toxicity, weight, dust, durability, warranty, size, visual effect, strength, stickiness, smell, texture, viscosity, added features, missing features, user reviews, state prohibitions, pollution, and electrical usage,

V.16 Alternates

It is preferred that a Bidder bid the specified item. A Bidder may offer an alternate. An alternate is different than a substitute. An alternate is not necessarily an exact equivalent but may have a similar function as the item specified and is offered to LACOE as an additional alternative to a Bidder’s substitute. Agency will have final authority and discretion as to whether the “alternate” has functional value and may be added to the contract. Place information about alternates in the notes column of the spreadsheet.

V.17 Samples

California law allows the consideration of equivalents. Bidders bidding with items and brands different than those specified or where no brand is shown in the bid documents must submit samples within two business days of Agency’s request. Any Agency requests for samples will be made after the bids are submitted and during the evaluation process. Agency will provide shipping instructions. The instructions

must be followed for samples to be considered. All samples shall be provided by the Bidder at no cost and become the property of Agency unless otherwise agreed to in writing by Agency and the Bidder. Samples may be used, tested, and destroyed in evaluation. Samples will not be returned.

Samples sent direct from manufacturers must be properly labeled under the above provisions. Vendors should not provide case quantities of an individual sample. Do not depend on the goodwill of manufacturers to make sure proper samples have been provided or drop-shipped.

V.18 Case Lot Shipments

If items being bid on are to be shipped in case lots only, the Bidder shall so specify on the bid form and indicate the applicable case size. Agency reserves the right to award to other than the low Bidder, if in its opinion, case lot shipments will restrict or prohibit Agency, or any participating public agency, from placing Purchase Orders.

V.19 Discrepancies with Model or Manufacturer SKU Numbers

If a Bidder finds a discrepancy with a model number or SKU number for an item, and if the model number for that same item is no longer the model number associated by the manufacturer with that item, a Bidder may show such by inserting "new number" in the Notes space on the Pricing Sheet. By inserting "new number" in the Notes space on the Pricing Sheet, a Bidder understands that its offer is for the exact same item for which there is no change to the specifications and that consideration shall be given to instances only where this applies.

V.20 Discontinued Products

During the course of the contract, if any awarded Core List product is no longer manufactured, an Awarded Vendor must notify LACOE with proof that the item is no longer being produced. The awarded item may be removed from the contract, or the vendor may propose a substitute, which may be offered under contract at the same discount or same unit price as the original item or lower, at Agency's sole discretion.

V.21 Post-Award Adjustment of the Core List

By mutual consent, LACOE and an Awarded Vendor may invoke the provision for voluntary discounts to amend or change the Core List in any category based on need, usage, or purchase history of Eligible Entities.

V.22 Made-New Product Provisions

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller must be new and may not be refurbished, except for properly labeled and disclosed remanufactured ink and toner products.

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

Awarded Vendors must make sure all products sold have components, parts, and features meeting commercial standards for products in their awarded catalogs. All parts inside a product must be manufacturer-approved, unless otherwise noted, and subject to the full manufacturer's warranty.

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

V.23 Quantities

This is an indefinite quantity IFB for which there shall be no limit to the number of orders placed, in any quantity, by Agency, or any participating Eligible Entity, for the term of the contract. Estimated usage is based either on projections or historical usage within times, places, and circumstances that may not be duplicable. Multiple awards may be made which diminish potential sales among Awarded Vendors. Agency and Eligible Entities may use other contracts from which to buy. With multiple contracts in place, usage histories may be an inaccurate estimate of potential spending by Eligible Entities to a single contractor.

V.24 No Guarantee of Volume

Neither Agency nor any other participating Eligible Entity guarantees any specific volume of sales through contracts awarded under this Request for Bids. Estimated usage is not a guarantee of any spending by Eligible Entities.

Usage is based on best information available to LACOE. Some categories may not include any usage numbers.

V.25 Installation and Service

Any products needing to be installed (furniture, for example) or any ancillary services rendered shall be provided under the manufacturer's instructions and under the schedule mutually agreed upon between Awarded Vendor and the Agency or Eligible Entity.

An Awarded Vendor may provide and bill for ancillary installation services needed to make purchased products functional, provided it has submitted an Ancillary Service form in conjunction with its bid and response to the RFB.

V.26 Proof of Supply

Bidders must attest that they have access to a legal and legitimate supply of goods for items in their catalog, even if offering their own private label or private brands. Bidders must provide this information verifying their ability to access and deliver bid products at or below the bid pricing for the products within their catalog.

Therefore, to be responsive, Bidders must include a generalized statement within a PDF file as to how they obtain the products for the Catalog they are bidding. Include this statement as an attachment to the catalog category being bid.

V.27 Liens

All products offered and sold shall be free from all liens.

V.28 Licenses

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

V.29 Standard Warranty

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

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

V.30 Ancillary Services Related to Products

As part of their bids, Bidders may offer pricing for ancillary services useful or necessary for the planning, use, deployment, and maintenance of the products they sell, though not specifically published in a Catalog.

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

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

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

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

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

Bidders are advised not to manipulate per-unit product discounts and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices when evaluating bids.

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

Pricing based on "per-hour" rates or similar units does not determine final cost to the Eligible Entity– just the rate. If an Awarded Vendor has offered ancillary services with the bid-awarded products it provides to the Eligible Entity, the Awarded Vendor and the Eligible Entity shall mutually agree upon the ancillary services to be provided at the LACOE discounted price.

In California, Eligible Entities must pay Prevailing Wage for certain ancillary services.

V.31 Returned Goods Policy

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

V.32 Hazardous Materials

Awarded Vendors and their Authorized Resellers must comply with any state statutes regulating hazardous materials, chemicals, labeling, and availability of material safety data sheets in the states they are selling in. See Section VI.8.

V.33 Export Restrictions and Statement of Assurance

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

Awarded Vendor and Eligible Entity shall follow all U.S. export laws and all other applicable

U.S. export control laws and regulations, as amended from time to time, including, but not limited to,

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

from the Awarded Vendor, or the direct product thereof in violation of applicable U.S. export control laws and regulations. Eligible Entity acknowledges that:

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

This Section shall survive the term and termination of the Contract and Purchase Order.

V.34 Most Products Not Intended for Critical Application

Although some Health and Safety Products may be intended to be used for Critical Applications as required by California law, LACOE assumes no liability for the use of such Products. The application of such Products is totally at the discretion of the LEA buying the Product and making such Products available for use by employees. LACOE gives no advice or counsel for the use of such Products.

In general, all other Products sold under Agency Contracts are not designed for “Critical Applications.” “Critical Applications” means life support systems, medical applications, human implantation, commercial aviation, nuclear facilities, or systems or any other applications where product failure could lead to injury to people, loss of life, or catastrophic property damage.

Any medical lab and equipment items sold as part of a Vocational Catalog are intended for educational and vocational training purposes.

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

VI ORDERING, SHIPPING, AND DELIVERY [Return to Top](#)

VI.1 ORDERING

To obtain bid pricing, districts may reference the applicable LACOE-authorized agreement numbers or specify the LACOE Contract name. LEA lists and quotes created from Epylon or other LACOE-authorized websites will automatically reference the proper LACOE Contract. Awarded Vendors quoting under the Contract shall stipulate the applicability of the Contract by default and shall report the sales to LACOE.

VI.2 ACCEPTANCE OF PURCHASE ORDERS

The Awarded Vendor may receive a purchase order to provide the awarded item(s) under these standard purchase order Terms and Conditions:

1. Any LEA may issue purchase orders against this agreement. These constitute the Vendor’s authority to make delivery. All purchase orders received by the Awarded Vendor up to and including the expiration date of the agreement are acceptable and must be shipped under the delivery time specified in the agreement. If normal delivery time cannot be met, the Awarded Vendor must notify the LEA. An LEA has the option to accept or reject extended delivery time.
2. LEAs may send purchase orders to Awarded Vendors who have been authorized to receive orders directly and who comply with their monthly reporting responsibilities to LACOE.
3. Purchase Orders may be issued by LEAs to Awarded Vendors through Epylon accounts at www.epylon.com as follows:
 - a. Purchase orders will arrive in the Vendor Order inbox, accessed at www.epylon.com through a previously established login with a username and password. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Upon receipt of an order in the Epylon order inbox, the Awarded Vendor shall promptly and properly transmit an acknowledgment in return by filling out any additional order information and clicking “submit.”
 - b. Awarded Vendors who receive a purchase order directly from LEAs (e.g., directly by fax, mail, email, or in-person), where the purchase order is marked as relating to the LACOE bid must include the order in monthly reports to LACOE.

- 2) As stated in Section IX.4, Awarded Vendors shall be required to pay the Transaction Fee for all purchases by entities made through the awarded Contracts. This applies to all orders, regardless of the method used to submit the order or the quantity or dollar amount of the order. Awarded Vendor must track all orders and sales made under the Contracts and to report this information to LACOE.

VI.3 INVOICING

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

VI.4 PAYMENT

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

Payment should not be construed by the Awarded Vendor as acceptance of the items provided. Unless Awarded Vendor is notified by phone, in writing, or by email, acceptance shall be considered to have occurred on the first day after delivery of the product to the LEA or upon written acceptance of the completed service. The LEA reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and the warranty shall cover any defective items after acceptance.

Awarded Vendors may establish payment terms that are net 30 days from the date of invoice. Any variations from standard terms are to be approved by the buyer before acceptance of an order.

VI.5 PURCHASE CARDS AT THE DISCRETION OF BIDDER

At the discretion of the Awarded Vendor, the LEA may use an LEA purchasing card to pay for the items purchased under the purchase order. Never will the LEA(s) allow increases in prices to offset credit card fees paid by the Awarded Vendor, nor any other charges incurred by the Awarded Vendor, unless specifically stated in the terms of the purchase order.

VI.6 DELIVERY REQUIREMENTS

Deliveries shall be delivered to the warehouse of LACOE, to the public school districts within Los Angeles County, or to any other eligible LEA in California as specified on the LEA's purchase order.

VI.7 SHIPPING

Orders over \$200 must be shipped F.O.B. DEST., FRT. PREPAID. For orders under \$200, Awarded Vendor may charge actual shipping costs.

Awarded Vendor may charge actual shipping costs for non-core items that cannot be shipped by an Awarded Vendor's regular daily delivery trucks.

VI.8 DELIVERY TIMES

Delivery for stock items is expected within five business days for all orders unless specified differently on an LEA's purchase order or a Vendor's accepted quotation. Deliveries must be made during office hours or during the hours specified on a purchase order.

Awarded Vendors may appeal to LACOE Procurement Services Section for a longer delivery period for orders of unusual circumstances, for supply chain interruptions, or for orders going to the most remote and rural counties of California, including, but not limited to, deliveries to Imperial County, deliveries east of the Sierra Nevada Mountain range and deliveries north of Sonoma County. The decision of LACOE is final.

VI.9 INSPECTION AND ACCEPTANCE

All items provided under the agreement shall meet or exceed the bid specifications and shall follow all Federal and California State laws governing their production, handling, processing, and labeling. Inspection and acceptance of all items shall be at Destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Awarded Vendor at no cost to LACOE, or any participating public agency.

Failure to replace said items shall be considered enough cause for default action under the default provision of the Contract.

Before any declaration of default by LACOE, Awarded Vendor shall be provided with a 15-day period in which to cure any defects. Should such defects be cured within this 15-day period, LACOE shall not terminate the agreement for default. If LACOE still feels that the Awarded Vendor did not cure, the Agency shall terminate for convenience or send another notice to begin a new cure period.

VI.10 POST PAYMENT REJECTION

The Awarded Vendor should not construe payment as acceptance of equipment, goods, materials, or supplies provided under this agreement. Within 30 days of delivery, LACOE or LEA reserves the right to conduct further testing and inspection, even after payment, and the proper warranty provisions shall cover any items with a defect or a failure to meet specifications.

Any Product, as well as software that is unopened and still in its/their sealed packages or, if delivered electronically, that has not been downloaded, may be returned within 30 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees.

VI.11 BACKORDERS

Bidders must attest, by answering a question in the Question Section, that their company, under normal circumstances, can provide requested products with an average order fulfillment rate of at least 95 percent, meaning backorders would average no more than 5 percent over the term of the Contract.

Nevertheless, in cases of any supply chain disruptions relating to accessibility, inventory, or delivery of merchandise, the backorder fulfillment rate shall not apply, provided the Awarded Vendor has disclosed the estimated delivery date to the LEA after ordering, at which point the LEA shall have the right to cancel its P.O. or accept the estimated delivery date.

Awarded Vendors shall contact LEAs within two business days of receipt of a purchase order, if any item on the order is backordered or discontinued.

No unilateral substitutions from the Awarded Vendors are allowed.

VII EVALUATION AND AWARDS [Return to Top](#)

VII.1 AWARD OF BID & CONTRACT

LACOE reserves the right to reject any bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its choice of awards based on its best judgment as to which items substantially comply with the specifications or which are most economical and best suited for the purpose for which they are intended.

It is agreed that the Notice of Award issued by LACOE does not create a contracting relationship between LACOE and the awarded contractor(s) until the Contract(s) is authorized by the LACOE Board and is fully executed.

Upon notice of a potential award, a Bidder will be sent a Contract document for signature.

The sample contract in Exhibit A, attached within the electronic bid form, incorporated herein and made a part hereof of this IFB, is the Contract proposed for execution. It may be changed to incorporate other pertinent Terms and Conditions in this IFB, including those added by addendum, and to reflect the Bidder's offer. LACOE's Terms and Conditions stipulated in the sample contract shall be followed by the successful and selected Bidder.

VII.2 AWARD BY COMPLETE PRODUCT LINES ONLY

It is LACOE'S intent to award by complete catalog categories. There will be one (1) award for each catalog category. Categories will not be split for an award. Awards will be made if there is a low-cost, responsible, and responsive Bidder in a category.

VII.3 RESPONSIVE TEST

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

- ☐ The electronic bid has been received on time
- ☐ All required questions have been answered
- ☐ All required attachments are present
- ☐ Discounts have been identified on the Quote Sheet as they pertain to Rest-of-Catalog products
- ☐ The Bid Response Worksheet provides fixed prices for the Core Items
- ☐ The Rest-of-Catalog spreadsheet is filled out
- ☐ The Rest-of-Catalog Template has the same discounts as specified on the Quote Sheet
- ☐ Any required samples have been provided

VII.4 RESPONSIBLE TEST

A Bidder will be considered responsible if, in answering questions, it meets the requirements in Section III.

VII.5 BENCHMARK

Core List pricing submitted by Bidders may be compared with benchmark prices in other contracts to ensure Agency is achieving the best prices possible in California. Agency reserves the right to reject bids when it can find better prices on a different contract.

VII.6 SUBSTITUTIONS

If a Bidder offers a price for the exact specification of a Core Item and also an acceptable substitute, LACOE, at its sole discretion, will choose one or the other offered prices for the purpose of evaluation. If a Bidder offers only a substitute, and that item is not equivalent, the Bidder will have been considered to have a “no-bid” for that item, and the entire bid may be considered non-responsive. (also see Section VIII.7 regarding line-item anomalies).

VII.7 EFFECTIVE PRICE EVALUATION

Where two or more Bidders have bid on a single catalog category, determining the low-price Bidder shall be based on a comparison of each Bidder’s effective bid prices.

Comparison of Bidder’s prices includes a one-for-one comparison of all Core Items and a comparison of pricing on a virtual market basket of Bidders’ equal and common SKUs for Rest-of-Catalog items on the Bid Response tab of all bids. For the purposes of evaluation, the value of Core List items will be weighted at 80 percent, and the virtual market basket will be weighted at 20 percent. A theoretical example of this scoring is shown in the following table.

Bidder Name	Core Bid Total	Weight @ 80%	Market Basket Total	Weight @ 20%	Combined Total	Total of Weighted Amounts	Ranking
Bidder 1	\$19,800.00	\$15,840.00	\$100,010.00	\$20,002.00	\$119,810.00	\$35,842.00	3
Bidder 2	\$23,300.00	\$18,640.00	\$80,599.00	\$16,119.80	\$103,899.00	\$34,759.80	2
Bidder 3	\$20,000.00	\$16,000.00	\$91,000.00	\$18,200.00	\$111,000.00	\$34,200.00	1

In addition, at LACOE’s discretion, evaluation may also include for evaluation the number of line-item wins, that is, the total number of SKUs that have the lowest price among all competitors, favoring the bid that will provide the greatest savings to the Agency during the Contract.

Also, at LACOE’s discretion, evaluation may also exclude or clarify line-item anomalies, that is, individual line-item prices based on abnormal packaging, prices, specification mistakes, non-comparable offerings, items containing obvious non-material errors (example: a bid with a negative price), items for which products offered do not seem to be equal or to meet specifications.

If a Bidder offers a discount percentage on its Rest-of-Catalog Template that differs from what was offered on the Quote Sheet, LACOE may either a) consider the bid non-responsive or b) use any greater percentage discount as the basis for a final bid price and award.

VII.8 IDENTICAL BIDS

If identical low bids are received from responsible Bidders, LACOE will determine which bid will be accepted under Public Contract Code Section 20117 or Education Code 1276.

VII.9 BIDS VALID FOR 90 DAYS

Before a Contract award, all bids shall remain open and valid and subject to acceptance for 90 days after the Bid Opening Date.

VIII FEES & COSTS [Return to Top](#)

VIII.1 BID FEES

There are no fees to submit a bid.

VIII.2 FEE FOR ELECTRONIC BIDDING

There is no cost to register for or use the Epylon bidding system. Any legitimate company or Bidder may have access to the system to bid. The bidding process involves answering questions, selecting which categories of the specified brands of products will be bid, adding necessary explanatory attachments in electronic form, and filling out a bid form with pricing.

VIII.3 BID COSTS

LACOE will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, or demonstration of this bid, nor will it pay for samples, the submission of samples, or the shipment of samples.

VIII.4 TRANSACTION FEES

As authorized by Public Contract Code 20118, a Transaction Fee is charged to fund the costs of soliciting bids and managing contracts. Transaction fees are the funding source for the operation of the LACOE's cooperative purchasing programs. Awarded Vendors shall be required to participate in the program and pay a Transaction Fee ("Transaction Fee") for all purchases by entities made through the awarded Contracts.

For the purpose of this Standard School Supplies IFB issued through LACOE and all Contracts awarded using this document, the Transaction Fee shall be three (3) percent of "Net Sales," which means gross sales less returns and canceled orders within 30 days, shipping and sales and other taxes (excluding taxes based on net income).

Transaction Fees will not be charged to or paid by the buyers. Awarded Vendor or its designated authorized reseller(s) shall include no additional amount corresponding to the Transaction Fees in the bid responses or awarded Contract prices. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

Agency's e-commerce provider will invoice and collect the Transaction Fee on behalf of LACOE.

By submitting a bid, a Bidder agrees to the e-commerce provider's Terms and Conditions for Bidders in the Epylon Merchant Agreement, which is referenced in [Section XII.1](#). Bidders and Awarded Vendors will be bound to the Epylon Merchant Agreement as a part of the Terms and Conditions of the Bid and Contract between the Awarded Bidder and Agency. The agreement is attached and incorporated as part of this electronic bid form

Note that the LACOE Transaction Fee stated here in Section IX.4 for Contract purchases is in lieu of the Epylon Marketing Fee contemplated by Section 7 of the Epylon Merchant Agreement. Epylon's Section 7 applies to any non-Contract spending made through the Epylon services.

VIII.5 NON-CONFORMING JURISDICTIONS

Notwithstanding Section IX.4, no Transaction Fee is authorized to be collected or charged to Awarded Vendors for sales within any jurisdiction where prohibited by law or local government policy. Instead, the

cost of products, services, licenses, and goods sold under this Contract in such jurisdictions shall be the same as for LEAs in all other counties of California. However, any Eligible Entity using this Contract where Section IV.4 fees are not allowed shall be required to pay directly an additional 3 percent Transaction Fee for use of the Contract, imposed by LACOE on the authority of Public Contract Code 20118, which lets LACOE charge reasonable costs to the public corporation or LEA for furnishing the services incidental to the purchase of items under Contract.

Any jurisdiction's objection to remit fees to LACOE's e-commerce provider under Section IX.4 will require the LEA to pay the Transaction Fee to LACOE directly, plus an additional administrative and handling fee necessary to offset the unusual costs to LACOE.

VIII.6 CMAS CONVERSIONS AND FEES

Any vendor using this Contract to obtain a separate California Multiple Awards Schedule (CMAS) contract from the State of California is responsible for paying both the CMAS fee and the 3 (three) percent Transaction Fee described in this Section for all orders submitted through the CMAS program. Any vendor using this Contract to obtain a separate CMAS contract must provide a quarterly report to LACOE detailing the dollar amount of its sales under the CMAS contract. Based on the report, the CMAS contractor will be billed the LACOE Transaction Fee. Public records from CMAS may be used to verify amounts listed in the contractor's report.

IX POST-AWARD REQUIREMENTS [Return to Top](#)

IX.1 PRICING SHEET OF AWARDED ITEMS

Within ten days of Notice of Award, a Bidder must provide to LACOE and its e-commerce provider a spreadsheet containing proper Bidder SKUs, manufacturer's SKUs, Contract pricing, product names, descriptions, and commodity codes associated with all awarded Core Items, so that information can be prompted posted to appropriate websites and made accessible to LEAs.

IX.2 PURCHASING ACTIVITY REPORT

Each Bidder agrees that if they are awarded an agreement under this bid, they will provide LACOE's designated agent or e-commerce provider with a monthly report in an Excel format supplied by LACOE that denotes the total quantities purchased of each item awarded under that agreement and total district sales, for the preceding month. Bidders must complete and return the report within 30 days of the close of the previous month in a format specified by LACOE. No other Purchasing Activity Report Form is acceptable. If the purchasing activity report is not provided in a timely manner, LACOE reserves the right to invoke termination for default procedures as described in Section XI.2.

IX.3 SAFETY DATA SHEETS

Bidders receiving awards on materials and supplies subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations) must submit, to the Bid Contact, and to each participating school district and government agency, Safety Data Sheets for those items or make them available online as allowed by law.

IX.4 PUNCHOUT AND PRICING

Awarded Vendor must cooperate with LACOE, and its e-commerce provider regarding the establishment of Internet punchout relationships and the display of Contract pricing, if applicable.

IX.5 DISCONTINUED PRODUCTS

During the Contract, if any awarded Core List product is no longer made, an Awarded Vendor must notify LACOE with proof that the item is no longer being produced. The awarded item may be removed from the Contract, or the Awarded Vendor may propose a substitute which may be offered under Contract at the same discount or same unit price as the original item or lower, at LACOE's sole discretion.

IX.6 CHANGES IN PACKAGING FOR CORE ITEMS

If during the term of the Contract, a manufacturer 1) changes the packaging configuration that affects the unit of measure of the item, or 2) changes an item's SKU number, the Awarded Vendor must promptly tell LACOE about the changes.

The contracted price for any item with new packaging must equal the bid price of the original item corresponding to the lowest, most common unit of measure.

Under no circumstances shall an Awarded Vendor simply change its inventory policies to stock a new unit of measure to force an LEA to order more merchandise than the LEA originally expected by reading published bid prices

It is the responsibility of the Bidder to bid Core List items in the units of measure it expects to supply during the Contract.

IX.7 POST-AWARD ADJUSTMENT OF THE CORE LIST

By mutual consent, LACOE and an Awarded Vendor may invoke the provision for [voluntary discounts](#) to amend or change the Core List in any category based on LEA need, usage, or purchase history.

IX.8 PRICE INCREASE ALLOWANCE FOR CORE ITEMS IN THE EVENT OF AN EXTENSION

If LACOE gives notice for consideration of an extension, an Awarded Bidder may make a request for a price increase for the new term on all Core Items. The proposed increase must be based on the actual percentage change in the cost basis to the Awarded Vendor from its suppliers. Documentation must be provided for each Core Item change requested. After analysis of the requested price increases, LACOE may refuse to honor an extension and may rebid the Contract, if it believes it can achieve a better value by rebidding.

If an Awarded Vendor's costs on Core Items increase due to market conditions, a written request for a price increase for Core Items may be submitted for LACOE's consideration. The request must include an itemized list showing the current price, revised price, the actual dollar difference, and the percentage of increase by line item. Awarded Vendor must also submit substantive documentation (manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that the Awarded Vendor's actual costs have increased. The documentation must be submitted in Excel format to facilitate analysis. The request and supporting documentation must be sent to the attention of Michael Marikian, Buyer, via email to marikian_michael@laoe.edu. LACOE reserves the right to request additional documentation and/or reject any request received. If LACOE approves the request, new prices would be effective at the beginning of the renewal term for the new fiscal year. If any increases in prices are applied and the cost basis of a Core Item decreases in a subsequent quarter, prices shall be decreased accordingly, but the Bidder will not be obliged to set prices below the original bid price. LACOE reserves the right to revoke this exception to its fixed-price rules when, in its sole discretion, it finds national supply chain issues have been resolved or extreme inflationary pressures have been abated.

It will not be necessary for an Awarded Vendor to ask for a price increase on non-Core catalog items since the terms in Section VI.3 let a Bidder's price basis change when it publishes a new Commercially Available Catalog.

IX.9 POST-AWARD ORIENTATION

Any Bidder awarded a Contract under this bid solicitation must attend a post-award orientation meeting, either in-person or by way of an online webinar. The orientation will explain reporting requirements, the process for ordering, requests for price increases, and Contract extensions, among other topics. In the event of pandemic restrictions, the post-award meeting may be held online.

X CONTRACT LENGTH AND TERMINATION RIGHTS [Return to Top](#)

X.1 DEFAULT

If the Bidder to whom a Contract is awarded fails to perform under the Terms and Conditions of the bid or the Contract, LACOE may terminate the Bidder's orders, in whole or in part, under the termination for default provision of this bid.

X.2 TERMINATION FOR DEFAULT

LACOE may, by written Notice of Default to the successful Award Vendor, terminate the Contract issued in whole or in part if:

- A. The Awarded Vendor fails or neglects to perform the services listed in the manner and time specified, or if, in the opinion of the LACOE, the item(s) provided fail to perform satisfactorily; or
- B. The Awarded Vendor fails to perform any of the other provisions of the bid, Contract, or purchase order, and does not cure this failure within 15 days (or this longer period as LACOE may allow in writing) after receipt of notice from LACOE specifying this failure.
- C. If LACOE terminates the Contract, in whole or in part, LACOE or any participating LEA may acquire goods like those terminated from another source, and the successful Bidder shall be liable for any excess costs of acquisitions of such similar goods.

X.3 TERM OF AGREEMENT

The initial agreement period is July 1, 2024, through June 30, 2025. Awards are valid throughout the agreement period.

X.4 EXTENSIONS OF CONTRACT TERM

Per Education Code Section 17596, LACOE, at its sole discretion, may elect to extend the term of this Contract for two additional one-year periods, each year's extension being a discrete event depending on the mutual consent of the Awarded Vendor.

LACOE shall give this notice of extension to the Bidder about 60 days before the end of each term. The initial term ends on June 30, 2025.

If extended for one year after the initial term, the Contract will end on June 30, 2026. If extended for one year after the second term, the Contract will end on June 30, 2027.

XI OTHER TERMS AND CONDITIONS [Return to Top](#)

XI.1 EPYLON TERMS AND CONDITIONS

Bidder will be bound to an Epylon Merchant Agreement, which is attached.

XI.2 INFORMALITIES IN BIDDING

The right to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items, as found to be in the best interest of LACOE, is hereby reserved.

XI.3 PUBLIC RECORDS

All documents received by LACOE in connection with this bid are subject to the California Public Records Act, Government Code 6250-6270. Bidder shall identify information in its bid that the Bidder deems confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act. **Note:** A blanket statement that all contents of the bid are confidential or proprietary will not be honored by LACOE.

XI.4 RIGHTS OF EACH LEA

In preparing responses, Bidders should understand that the rights and remedies of the LEA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law and under the Contract.

XI.5 CAL-OSHA

Bidders certify, by submitting their signed bid(s) that all items being bid meet or exceed all applicable CAL-OSHA Codes.

XI.6 EXPORT COMPLIANCE

Awarded Vendor and Customer acknowledge that products licensed or sold under this IFB or any resulting agreement are subject to the export control laws and regulations of the United States or those of other countries in which they are used and agree to abide by those laws and regulations.

XI.7 FEDERAL UNIFORM GUIDANCE PROVISIONS

When LACOE or another LEA seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, called the "Uniform Guidance" or new "EDGAR." When federal funds are used by an LEA for a purchase, the following provisions, any updated provisions, provisions separately stated in the signed Contract document, or successor provisions established federal government, shall take precedence and will apply under this IFB:

CONTRACT VIOLATIONS: Where an Awarded Vendor violates or breaches Contract terms, provisions within these Terms and Conditions regarding default and termination will apply in the use of federal funds when purchases are greater than the federal simplified acquisition threshold.

TERMINATION FOR CONVENIENCE: For any purchase or contract over \$10,000 made using federal funds, LACOE or any participating LEA may terminate or cancel its purchase order under this Contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Awarded Bidder or its reseller. If this agreement is terminated under this paragraph, the LEA shall be required only

to pay the Awarded Vendor for goods and services delivered to the LEA before the termination and not otherwise returned under the Awarded Vendor's return policy. If the LEA has paid the Awarded Vendor for goods and services provided as the date of termination, the Awarded Vendor shall immediately refund this payment(s).

If an alternate provision for termination of an LEA's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the LEA's purchase order, ancillary agreement or construction contract agreed to by the Awarded Vendor, the LEA's provision shall control.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all LEA purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be considered to include the equal opportunity clause provided under 41 CFR 60-1.4(b), under Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is incorporated by reference. Awarded Bidder agrees that this provision applies to any LEA purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Awarded Bidder agrees that it shall comply with this provision.

PROCUREMENT OF RECOVERED MATERIALS: For participating agency purchases using federal funds, Respondent agrees to follow Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide this information and certifications as a participating agency may require confirming estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that have the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a way that maximizes energy and resource recovery, and creating an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROFIT AS A SEPARATE ELEMENT OF PRICE: For purchases using federal funds over \$150,000, a participating agency may have to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Awarded Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Bidder agrees that the total price, including profit, charged by the Awarded Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Contract.

EFFORTS TOWARD COMPLIANCE, RECORD-KEEPING AND RECORD RETENTION: In addition to the requirements above, Awarded Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide this information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

XI.8 Copyright

This Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation, 2024 (©2024, LACOE & Epylon).

[END]