

# **Agreement Related to Procurement of Products**

**between**

## **Monterey County Office of Education (MCOE)**

also referred to as "Agency" and

## **Static Health, LLC**

also referred to as "Vendor"

### **Recitals**

1. California law as of January 2021 allows school districts, county offices of education, and other education agencies to buy or lease up to \$96,700 in supplies, equipment, and services without a formal, sealed, competitive bid.
2. This threshold of \$96,700 is indexed and increases each calendar year in accordance with California Public Contract Code 20111.
3. Under a gubernatorial order, California is under a state of emergency due to the COVID 19 pandemic, so school districts and other government agencies need sanitation supplies, equipment, and personal protective gear.
4. The Monterey County Office of Education, through the CalSave cooperative purchasing program, has an interest in sanitation and personal protective equipment and supplies provided by Static Health, LLC.
5. Vendor is offering services, products, supplies, and equipment in California within a commercially available catalog at StaticHealth.com at its lowest commercially available price for units of one or lower prices based on use of coupons or promotions.
6. MCOE and the CalSave program desire to offer the products, supplies, and equipment to other school districts, county offices of education, community colleges, charter schools, other education organizations and other local government agencies (all referenced as "LEAs").
7. Static Health, a limited Liability corporation with the taxpayer ID of 85-0820031, has standing to sell in California, and has not be debarred or suspended from any other public-sector contract.
8. Vendor warrants that all products in its commercially available catalog are free of any copyright restrictions or patent violations and are legal to be sold in California under California and federal laws.

### **Terms**

1. Agency and Vendor enter into an agreement to provide Vendor's services, products, supplies, and equipment to Agency and all LEAs throughout California.
2. No sealed bid shall be required for sales of products within the Static Health catalog to any school district under an annual expenditure amount of \$96,700 in 2021 or under a subsequent threshold identified annually by the California Department of Education.
3. Vendor agrees to provide these items to Agency and all eligible LEAs at its lowest commercially available price. This shall be known as the "CalSave price." Vendor may, at its option, provide further voluntary discounts to any LEA upon request. The grant of a voluntary discount to any individual LEA will not obligate the Vendor to provide

the same voluntary discount to any other LEA.

4. LEAs will order the items directly from the Vendor, receive the items from the Vendor, and pay the Vendor upon receipt of invoices. All agencies will make payment directly to the Vendor.
5. Vendor's standard commercial warranty shall apply.
6. Any LEA shall have the right to specify any additional reasonable terms and conditions as to shipping, delivery times, and quality assurance as may be pertinent to their own rules and purchasing practices and still receive the same CalSave price.
7. All invoices are to be sent directly to the purchasing LEA. LEAs will pay invoices within 30 days of receipt of order or in compliance with their local board policy on bill payment. The Agency will encourage LEAs to arrange for prompt payment where possible and for payments of partial shipments.
8. Deliveries shall be shipped to the LEA as specified on the LEA's purchase order or within 15 days if not specified.
9. No promise of sales or activity under this agreement is guaranteed by the Agency, and no minimum participation is promised.
10. Vendor agrees to promote and market CalSave and its agreement through the duration of the term of the agreement, including the posting of the CalSave logo somewhere on Vendor's website and including the participation of sales representatives to notify California customers of the CalSave contract.
11. The CalSave will promote this agreement on the CalSave website and include information about the Vendor and its products, including but not limited to contact information and Vendor logo.
12. CalSave will include the Vendor among its lists of piggybackable contracts and will list the Vendor in other appropriate collateral information that promotes the CalSave purchasing cooperative.
13. CalSave will use reasonable commercial efforts to promote the Vendor at meetings and tradeshow, where its representatives are in attendance.
14. The term of this agreement shall be upon the date of mutual execution by signatures through March 12, 2024, unless superseded by a formal competitively bid contract.
15. Either party may cancel this agreement by giving 30 days written notice to the other party.
16. Vendor will furnish information to CalSave sufficient to track all orders originating from CalSave, its websites or representatives, such as URL reference tags, affiliate links, cookies, coupons, or order forms.
17. Vendor agrees to pay quarterly to the CalSave program a co-op participation Transaction Fee of twenty percent on all Vendor's co-op sales under this agreement toward the operating costs of the cooperative. These fees are hereby disclosed. These Transaction Fees will be collected by the Epylon Corporation, the CalSave program administrator.
18. Co-Op Participation fees, also called Transaction Fees, will not be charged to, or paid by the buyers themselves. Awarded Vendor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Transaction Fees in the bid responses or awarded contract prices. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

19. Vendor agrees to provide a quarterly report, due on the 15<sup>th</sup> of each month following the end of each calendar quarter, in standard CalSave format showing all sales on this contract, including the name of ordering agencies and the products or services bought.
20. Co-Op Participation fees shall be due on the 15<sup>th</sup> of each month following the end of each calendar quarter.
21. Under this agreement sales to any one agency shall not exceed the legal California bid threshold for any given fiscal year; otherwise, a formal sealed, competitive bid may be necessary. It shall be up to participating local school agencies and other public agencies and jurisdictions to ensure they have not exceeded their bid threshold for any given commodity within a fiscal year.
22. Vendor warrants that all items furnished, web site services, and web site content provided by the Vendor, its agents, and designated partners are true and legitimate copies or lawful products eligible for lawful sale or use in the United States and are free and clear of any copyright, trademark, patent, and license violations.
23. California law prevails for all sales under this agreement, and Monterey County shall be the jurisdiction for all adjudication under this agreement.

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## Vendor

Static Health, LLC  
4400 Mark IV Pkwy  
Fort Worth, TX 76161

Kenneth A. Krainock

Kenneth A. Krainock (Feb 25, 2021 20:43:57)

Signature

kenneth a krainock CEO

Title

Feb 25, 2021

Date

## Agency

Monterey County Office of Education  
P.O. Box 80851  
Salinas, CA 93912-0851

Denee Guss

Authorized Signature for Superintendent Denee Guss

Chief Business Official

Title

3-11-2021

Date

# Sanitizer Products Contract with Static Health vF

Final Audit Report

2021-02-26

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