Docusign Envelope ID: F9C731DE-727D-83F1-824B-B1E1326BF38B

Contract Signature Page

MONTEREY COUNTY OFFICE OF EDUCATION

Invitation to Bid #AEPA 027-B

Custodial

Pursuant to and in compliance with Invitation for Bid #**AEPA IFB #027-B**, its Terms and Conditions, and the other documents relating thereto, the undersigned Bidder, (hereafter "Awarded Vendor") having familiarized himself/herself with the terms of the bid and the conditions affecting the performance of the bid, hereby agrees to perform, within the time stipulated, everything required by this agreement at the service levels offered and at the prices set forth in Bidder's bid. As an Awarded Vendor, Bidder agrees to comply with the Monterey County Office of Education ("MCOE") Terms and Conditions as written in the Invitation to Bid **#AEPA IFB #027-B.** For clarification of bid Terms and Conditions, MCOE and Bidder agree the following interpretations apply to the Awarded Contract ("the Contract"):

I.1 Governing Law and Venue

The laws of the State of California govern and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Any provision of law and clause required by law to be included in the Contract shall be deemed to be included herein, and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

I.2 Authority

This bid is issued under the authority of the elected Monterey County Superintendent of Schools administering the MCOE, located at 901 Blanco Circle, Salinas, California, 93912. MCOE may also be referred to as "Agency," being distinct from other parties who may use this Contract, who are hereinafter referred to as Local Education Agencies ("LEAs"), regardless of their hierarchy or their political and organizational status as schools or municipalities.

I.3 CalSave, Administration, and Agent

The Contract awarded and the Awarded Vendor will automatically be part of the CalSave program. CalSave is the cooperative purchasing program founded by the MCOE and administered by the Epylon Corporation under an agreement with MCOE. MCOE is the lead agency for all contracts, and the Monterey County Superintendent of Schools is the authority for the solicitation, evaluation, and award of all contracts. Epylon serves as MCOE's administrative agent, but only the Monterey County Superintendent of Schools has the authority to award

Docusign Envelope ID: F9C731DE-727D-83F1-824B-B1E1326BF38B

contracts. Correspondence and communication related to the Contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

MCOE reserves the right to change agents or to change the contact name of existing Agent's personnel administering the Contract. If Agent or Agent's personnel change, Awarded Vendor will be notified with new instructions.

I.4 Transaction Fees

Transaction Fees are the funding source for the operation of the CalSave cooperative purchasing program under MCOE. Awarded Vendors are required to pay a Transaction Fee for all purchases by LEAs and any other Eligible Entity made through the Contract. For all Contracts awarded using this IFB, the Transaction Fee shall be two percent of Net Sales, which means gross sales less a) returns and orders canceled within thirty days, B) shipping charges and, C) sales and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the buyers. Neither Awarded Vendor nor its designated authorized reseller(s) shall include any additional amount corresponding to the Transaction Fees in their Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

Epylon collects the Transaction Fee on behalf of the CalSave program. The Awarded Vendor shall make all Transaction Fee payments within 15 days after sending Epylon their quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526. Failure to timely submit Transaction Fees may lead to a suspension or cancellation of Awarded Vendor's Contract.

I.5 Non-Conforming Jurisdictions

Notwithstanding Section I.4 (immediately above) no Transaction Fee may be charged to Awarded Vendors for sales within any jurisdiction where such payment is prohibited by law or local-government policy. Any LEAs using this Contract where Section I.4 fees are not permitted may be required to pay a two percent fee for use of the Contract, imposed by MCOE on the authority of Public Contract Code §20118 and §20652, which allows MCOE to charge reasonable costs to a public corporation or agency for furnishing the products and services covered under this Contract.

I.6 Reports

The Awarded Vendor must compile a quarterly report listing each purchase made by LEAs under this Contract and send them by the 15th of April, July, October, and January to Racquel Landolf with the email address rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names identifying the Awarded Vendor and the months being reported. The file at a minimum shall include the fields listed below and shall allow for sorting in any of these fields:

- Date of Order
- Name of Participating Agency or Other Agency (LEA)
- Description of Item and Services Purchased

Docusign Envelope ID: F9C731DE-727D-83F1-824B-B1E1326BF38B

- Manufacturer's SKU Number
- Quantity or Job Order Units
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

I.7 Length of Term

The Contract shall commence on the award date and continue as stipulated in General Terms and Conditions unless terminated, canceled, or extended. California statutory term limits and extensions shall apply. Because it has explicit end dates this is not a "continuing contract." The Contract shall remain in force until February 28, 2028, unless terminated, canceled, or extended. The Contract may not be in force for more than three years at a time. By mutual written agreement as warranted, the Contract may be extended for one additional 12-month period or month by month for up to six months.

I.8 Marketing and Advertising

Awarded Vendor will actively promote the use of this Contract by LEAs in California. Awarded Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSave Administrator, Awarded Vendor also agrees to perform the following:

- Include the approved CalSave logo and web address in all print, electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- Provide CalSave with a copy or proof sheet of the advertisement or promotion material and the date of release and name of publication, journal, etc.
- Place a CalSave Vendor sign on booths, tables, etc. of any exhibits for which the Vendor displays/participates at California tradeshows, conventions, and the like.
- Insert the approved CalSave logo and web address on any website promoting the Contract or a specific CalSave landing page and provide a link to the CalSave website.
- Provide product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSave for inclusion on the CalSave website.
- Cooperate in developing appropriate website content to promote its products, services, and their advantages to school districts.
- Provide any requested materials to CalSave within thirty days of request.

I.9 Conformance to Public Contract Code §20111

An award by the Monterey County Superintendent of Schools under this Invitation to Bid will be for the purchase of equipment, materials, supplies, services, or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650 or other California code sections as may be allowed by law. Awards shall include allowance for installation and assembly services necessary to the use of the equipment, materials, supplies, and repairs purchased or leased.

Docusign Envelope ID: F9C731DE-727D-83F1-824B-B1E1326BF38B

I.10 Conformance to Public Contract Code §20118 and §20652

All LEAs are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code §20118 and §20652. In accordance with these statutes, MCOE hereby declares its intent and authorization to make all contracts awarded under this Contract "piggybackable" by other agencies in the state. MCOE waives any right to receive payment from other California agencies making purchases off the Contract and the LEAs will make payment directly to the Awarded Vendor. Any legislative changes to Public Contract Codes §20118 and §20652 during the term of the Contract(s) with Awarded Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

I.11 Piggyback and Standard School Supply & Equipment Authority

MCOE declares that items, materials, personal property, equipment, and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment Lists. Because many County Offices of Education have banded together to create common standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this Invitation to Bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code §20118 and §20652, but also in accordance with Education Code §38110 and §38112 dealing with cooperatives and Standard School Supplies & Equipment.

I.12 Intended for Personal Property

An award by MCOE under the IFB is for the purchase of equipment, materials, supplies, services, or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650. Awards shall include allowance for installation and assembly services necessary for the use of the equipment, materials, supplies, and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code §22002, an LEA may be required to conduct a separate bid for labor and services but may use this Contract for an unlimited dollar amount for any supplies, materials, equipment, or personal property to be staged and ready for use in a local Public Works project.

I.13 Service Limitations

When Public Works services cost $15,000 or more, an LEA, under most situations, must independently bid for the services and labor related to the Public Work but may use this Contract for the contracted supplies, materials, or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid Contract with other alternative authorities for projects as may be allowed by law, such as CMAS, Public Contract Code §22030, Education Code §17406. LEAs should consult with their own legal counsel to see if such statutes apply to their Public Works projects.

Docusign Envelope ID: F9C731DE-727D-83F1-824B-B1E1326BF38B

I.14 Job Order and Unit Price Contracting

Notwithstanding, Sections I.9 through I.13, the Awarded Vendor and any authorized resellers or subcontractors, may extend bid pricing from the Contract to other agencies in California, including school districts, community colleges, state colleges, cities, and counties to the extent allowed by law under Job Order or Task Order Contracting statutes, including but not limited to Public Contracts Codes §20919.20 through §20919.33, §20665.20 through §20665.35 and §10710. MCOE allows any school district, college, or agency to use this Contract and its competitively bid unit pricing as an alternative to other contracting procedures that the school district or agency is otherwise authorized or required by law to use. In using this Contract and pursuing a job-order-contracting project, an LEA is obliged to conform to contracting steps spelled out in their respective code sections, state college trustee policies, or local board policies.

I.15 Sales Start Date

Once the award is made to the Awarded Vendor and signatures have been placed on the Contract from both parties, the Awarded Vendor is authorized to begin selling to LEAs. MCOE will begin informing LEAs of the Contract after the Contract has been signed.

I.16 Prices and Requests for Quotes

The Awarded Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or a contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce. (The two percent Transaction Fee on all sales is a cost of doing business to the Awarded Vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction Fees should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the Transaction Fee on all pricing and quotations.)

I.17 Submission of Orders and Delivery

After entering into a standard agreement with MCOE an LEA electing to use this Contract will enter into a Separate Contract with the Awarded Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to Awarded Vendor.

LEAs will fax or mail purchase orders directly to the CalSave office fax at (866) 488-3729 unless other arrangements have been made and agreed to by the CalSave Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate Vendor on the same day received unless unusual circumstances occur. It is the responsibility of the Awarded Vendor to track any purchase order received directly from an LEA and to include that order in quarterly reports.

Awarded Vendor will deliver goods, services, and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

Docusign Envelope ID: F9C731DE-727D-83F1-824B-B1E1326BF38B

I.18 Other Agencies' Right to Purchase

CalSave is a self-supporting contracting program sponsored by MCOE. Contracts are available to all California public school districts, private and nonpublic schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following Terms and Conditions, MCOE consents to LEAs purchasing items at the same unit price(s) or pricing formula under the Terms and Conditions of this Contract, as may be authorized by §20118 and §20652 of the Public Contract Code, Government Code 6502, or other legal authority:

A) Any other LEA authorized by law to use this Contract for its own purchase(s) from the Awarded Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which *inter alia* includes the terms, conditions, and information set forth herein.

B) After entering into a standard agreement with MCOE, an LEA electing to use this Contract will enter into a Separate Contract or purchase order with the Awarded Vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of the Contract and the specific requirement that the Awarded Vendor comply with the provisions set forth in the paragraph regarding payment of the Transaction Fee (or the non-conforming jurisdiction fee) to be collected by Epylon. MCOE is not a party to any Separate Contract but will be considered a third-party beneficiary of such Separate Contract.

C) The Awarded Vendor understands and agrees that failure or refusal to comply with the provisions set forth herein regarding payment of the Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancelation of their Contract. The Awarded Vendor also understands and agrees that if their Contract is canceled for this or any other reason, MCOE may give notice of such cancelation by any means appropriate to inform LEAs.

D) The MCOE waives any right it may have to require an LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each LEA making such payment(s) directly to the Awarded Vendor.

E) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.

F) This Contract and any Separate Contract are for the purchase of the items covered by the Contract. An LEA may, however, exercise its authority under Education Code §17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The Awarded Vendor agrees to take any and all actions requested by any LEA that are necessary to complete any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

G) Both the Awarded Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Awarded Vendor and any LEA considering such use consult with their own legal counsel before doing so.

Docusign Envelope ID: F9C731DE-727D-83F1-824B-B1E1326BF38B

H) Both the Awarded Vendor and any LEA using the Contract agree to defend, indemnify, and hold the MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use as set forth in the IFB.

I.19 Termination

MCOE reserves the right to cancel the whole or any part of this Contract due to failure by the Awarded Vendor to carry out any obligation, term, or condition of the IFB or Contract. MCOE will issue written notice to the Awarded Vendor for acting or failing to act in any of the following ways:

a) The Awarded Vendor fails to adequately perform the services set forth in the Contract

b) The Awarded Vendor fails to make progress in the performance of the Contract and/or gives MCOE reason to believe that the Vendor will not or cannot perform to the requirements of the Contract

c) The Awarded Vendor fails to observe any of the Terms and Conditions of the Contract

d) The Awarded Vendor fails to pay Transaction Fees

e) The Awarded Vendor fails to follow the established procedure for purchase orders, invoices and receipt of funds as required by MCOE.

MCOE shall follow the following procedure if the Contract is to be terminated:

- Step 1 - Issue a Notice of Concern outlining the violation(s). Upon receipt of the written Notice of Concern, the Awarded Vendor shall have ten (10) business days to correct the violation(s) or provide a satisfactory response to MCOE.
- Step 2 - If the violation(s) is not resolved by the given date, MCOE will issue a letter of Intent to Cancel the Contract.
- Step 3 - Cancel the Contract. Failure on the part of the Awarded Vendor to address adequately all issues of concern may result in Contract cancelation.

I.20 Conversion to a California Multiple Awards Schedule Contract

Because of its multiple-award provisions, this Contract may qualify for adoption as a California Multiple-Award Schedule ("CMAS") contract. If an Awarded Vendor uses its Contract for the purpose of obtaining a separate CMAS contract from the State of California, the Awarded Vendor is responsible for paying both the CMAS fee and the Transaction Fee for all orders submitted under the authority of the CMAS program. In exchange for the Transaction Fee, the Awarded Vendor is given a license to use and duplicate MCOE/AEPA Terms and Conditions for the purpose of applying for a CMAS contract. Also, CalSave or CalBuy will post pricing allowing prospective buyers to check for pricing that is compliant with the MCOE Contract and CMAS requirements. Awarded Vendor must comply with MCOE's quarterly reporting requirements. Public records of sales through CMAS will be used to confirm that sales made under the CMAS program are being reported to CalSave.

Docusign Envelope ID: F9C731DE-727D-83F1-824B-B1E1326BF38B

I.21 Other Agencies, Constitutionally Independent Agencies, & Out-of-State Agencies

Other agencies and any out-of-state Eligible Entity may use the Contract as allowed by California Government Code §6502, which says, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies."

Awarded Vendor
Quill LLC
300 Tri-State International Dr, Suite 300
Lincolnshire, IL 60069

By: _____

Printed Name: Sarah Sherman

Title: Sr. Sales Director of Account Management

Date: 11/16/26

MCOE
Monterey County Office of Education
901 Blanco Circle
Salinas, California 93912-0851

By: Signed by: Colleen Stanley A6B4F6C26DB2470...

Printed Name: Colleen Stanley

Title: AssociateSupt/Chief Business Official

Date: 11/19/2026

For Deneen Guss
Monterey County Superintendent of Schools

Form CalSave 01/012025