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Enactment Date	12/11/13 →



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Vernon Hal, Deputy Superintendent
John Krull, CTO
Michael Moore, Director Procurement

Board Meeting Date December 11, 2013

Subject **Authorizing Piggyback of Los Angeles County Office of Education Bid No 12/13-1468 For the Purchase of Computer Workstations, Laptops and Peripherals**

Action Requested **Adoption of Resolution 1314-0060 Authorizing Piggyback of Los Angeles County Office of Education Bid No 12/13-1468 For the Purchase of Computer Workstations, Laptops and Peripherals**

Background The Los Angeles County Board of Education awarded LACOE Bid No 12/13-1468 for the purchase of Computer Workstations, Laptops and Peripherals to Arey Jones (Dell Vendor), XIT Solutions (HP Vendor) and PC Mall Gov. (Lenovo). The LACOE contract contains a provision authorizing "piggyback" by other school districts to purchase the same equipment under the same terms and conditions. The statutory authority which authorizes piggybacks is sections 20118 and 20652 of the California Public Contract Code. The Board has previously approved a contract which authorizes other districts to piggyback OUSD's contract with OfficeMax for eMarketplace.

Discussion District has determined that the terms and conditions in the LACOE Bid No 12/13-1468 are favorable and desires to purchase Computer Workstations, Laptops and Peripherals at the same prices, and same terms and conditions. The resolution authorizes the District to enter into contracts to purchase Computer Workstations, Laptops and Peripherals, under the terms and conditions of LACOE Bid No 12/13-1468, in an amount not to exceed \$ 3,000,000.

Recommendation **Adoption of Resolution No. 1314-0060 Authorizing Piggyback of Los Angeles County Office of Education**



Bid No 12/13-1468 For the Purchase of Computer Workstations, Laptops and Peripherals

Amount not to exceed \$3,000,000.

Fiscal Impact

Attachment

Resolution No. 1314-0060
LACOE Bid and Board authorizing documents

**RESOLUTION 1314-0060
OF THE
BOARD OF EDUCATION OF
OAKLAND UNIFIED SCHOOL DISTRICT**

**Authorizing Piggyback of Los Angeles County Office of Education Bid
No 12/13-1468 For the Purchase of Computer Workstations, Laptops and
Peripherals**

WHEREAS, the Los Angeles County Board of Education at its meeting on March 12, 2013, awarded LACOE Bid No 12/13-1468 for the purchase of Computer Workstations, Laptops and Peripherals to Arey Jones (Dell Vendor), XIT Solutions (HP Vendor) and PC Mall Gov. (Lenovo);

WHEREAS, LACOE Bid No 12/13-1468 authorizes "piggybacking" such that school districts and eligible California agencies may use the same contract to purchase computer workstations, laptops and peripherals;

WHEREAS, the statutory authority which authorizes piggybacks is sections 20118 and 20652 of the California Public Contract Code, which provides that other public school districts or public agencies in the State of California, may utilize any resultant contract and purchase identical items at the same prices, and same terms and conditions;

WHEREAS, under the terms of LACOE Bid No 12/13-1468, the piggyback purchase orders must be issued between January 1, 2013 and December 31, 2013, unless the contract between LACOE and the vendors is extended;

WHEREAS, the District has determined that the terms and conditions in the LACOE Bid No 12/13-1468 are favorable and desires to purchase Computer Workstations, Laptops and Peripherals at the same prices, and same terms and conditions;

NOW THEREFORE, the Board of Education of the Oakland Unified School District hereby authorizes the District, under the authority of sections 20118 and 20652 of the California Public Contract Code, to enter into purchase orders in an amount not to exceed \$ 3,000,000., under the terms and conditions of LACOE Bid No 12/13-1468 for the purchase of Computer Workstations, Laptops and Peripherals.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 11th day of December, 2013, by the following vote, to wit:

AYES: Jody London, James Harris, Anne Campbell Washington, Roseann Torres, Vice President Jumoke Hinton Hodge, President David Kakishiba

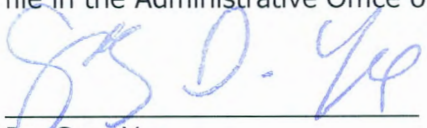
NOES: None

ABSTAINED: None


ABSENT: Christopher Dobbins

CERTIFICATION

I, Dr. Gary Yee, Superintendent and Secretary of the Board of Education of the Oakland Unified School District, Alameda County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 11 day of December, 2013 with a copy of such Resolution being on file in the Administrative Office of said district.



Dr. Gary Yee

File ID Number: 13-2681
Introduction Date: Dec 11/13
Enactment Number: 13-2557
Enactment Date: 12/11/13
By: 

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invitation to Bid

#12/13-1468

Computer Workstations, Laptops and Peripherals

I. Bid Overview

I.1 BID TITLE

Bid No. 12/13-1468, Computer Workstations, Laptops and Peripherals

I.2 ORGANIZATION OF BID TERMS AND CONDITIONS

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

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

I.3 BID SCOPE

Major brand computer equipment, components, storage, related peripheral equipment and accessories

I.4 AGENCY ISSUING INVITATION FOR BID AND THE RESULTING CONTRACTS

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

I.5 EDBUY PROGRAM

LACOE is issuing this bid in cooperation with the EdBuy program, the purchasing cooperative established by California County Superintendents of Schools working together through the California County Superintendents Educational Services Association, 1121 L Street, Suite 510, Sacramento, CA 95814.

I.6 BID DUE DATE

3:00 p.m. PST, Thursday, December 13, 2012 for both electronic and physical media submissions. Both types are required.

I.7 METHOD OF SUBMISSION

Bids must *first* be completed on the electronic sealed bidding system described within these bid documents. *In addition* -- to assuage even the most conservative jurisdictions in California that may wish to use this bid – all bids submitted online must also be printed out, signed, placed into a sealed envelope and delivered to the Los Angeles County Office of Education before the bid deadline.

I.8 CONTRACT TERM OF DURATION

LACOE's bid awards will constitute contracts with winning Bidders that shall be in force starting on the Official Award Date and continuing through December 31, 2013. The term may be extended as allowed under Section XI.6, Extensions of Contract Term.

I.9 ELIGIBLE BUYING AGENCIES

This bid is being solicited for California education buyers by the Los Angeles County Office of Education, lead agency under the authority of the California Public Contracts Code and Education Code, for school districts in Los Angeles, as well as other eligible California purchasers, to be known collectively as Local Educational Agencies (LEAs).

Eligible agencies will include not only all California County Offices of Education and California public school districts, but also California joint powers authorities related to education, community colleges, charter schools, non-public schools, and any newly established school districts, charter schools or community colleges established during the term of the contract. To be absolutely clear and for further clarification, this bid contains an attachment partially listing, as eligible buyers, the specific and individual names of:

- 1,165 public school districts and education agencies
- 513 charter schools
- 58 County Offices of Education
- 74 community colleges districts

I.10 PIGGYBACKABLE CLAUSE

All public agencies are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Los Angeles County Office of Education (AGENCY) hereby declares its intent and authorization to make all contracts awarded under this contract "piggybackable" by other education agencies in the state as allowed by law. The AGENCY waives any right to receive payment from other agencies making purchases off the awarded contracts and those agencies will make payment directly to the vendors. A partial, but not exclusive, list of eligible education agencies is listed as an attachment to the section and is titled "Partial List of Eligible Agencies.doc."

I.11 STANDARD SCHOOL SUPPLY & EQUIPMENT LIST AND COOPERATIVES

LACOE also asserts its authority to bid under Education Codes 38110 and 38112. LACOE declares that items under contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to create the EdBuy program for the purpose of collectively creating a Standard School Supply & Equipment List and cooperative contracts, the items

solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and school districts may be made, not only in accordance with Public Contracts Code 20118 and 20652, but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

I.12 BID GOALS

This bid has been written and issued with specific goals in mind. To help the Bidder respond most favorably, we enumerate here some of the key goals of the bidding effort:

- To lower total cost of ownership of computers, components and peripheral equipment from all buying LEAs
- To create a centralized portal source, not only for computers, but also for components and peripheral equipment necessary to the operation and maintenance of computer and storage equipment
- To create a contracting vehicle that gives districts legal confidence to use without their having to bid themselves; therefore, this invitation for bids will not only be compliant with Public Contract Code 20118 and 20652, but also compliant with Education Code 38110 and 38112
- To overcome the weaknesses of state contracts by creating a new contract vehicle that is competitively bid by an education agency
- To meet or beat contracted pricing through the Western States Contracting Alliance (WSCA)
- Foster best purchasing practices
- To provide savings to vendors by virtue of electronic transmission of orders
- To provide incentive for vendors to compete and offer best prices
- Eliminate mistakes and errors in ordering to vendors
- Reduce the number of returns vendors receive
- Create reports that will better identify purchasing trends and what is purchased

I.13 UNIQUE BID AND CONTRACT FEATURES & VENDOR BENEFITS

Highlights of this bid that make it unique and provide additional incentives for vendors to bid include:

- Marketing by the EdBuy program, including marketing toward hard-to-reach rural counties
- Contracting authority through two separate California statutes to give users clear legal buying authorization, especially tailored to education agencies
- Status as the “home” contract for the Los Angeles County Office of Education, the largest intermediate education agency in the United States
- Contract visibility on other web sites hosted by participating County Offices of Education (examples include www.humboldt.k12.ca.us, www.kernpc.org, and <http://www.sbceo.k12.ca.us>)
- Contract visibility on the statewide EdBuy website at www.EdBuy.org
- Regional training meetings and conference presentations
- Regional trade shows staffed by EdBuy to promote the contracts
- Leadership and commitment of multiple county superintendents of schools

II. Definitions [\[return to top\]](#)

II.1 LOS ANGELES COUNTY OFFICE OF EDUCATION

The terms "*Los Angeles County Office of Education*" and "*LACOE*" as used in this bid 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 (LACOE), its employees, officers, and agents.

II.3 CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION (CCSESA)

The California County Superintendents Educational Services Association, also known as CSESA, located at 1121 L Street, Suite 510, Sacramento, CA 95814, is the association made up of California's county superintendents of schools who come together to provide collective and cooperative services serving multiple County Offices of Education and California schools as a whole.

II.4 EDBUY

EdBuy is the cooperative purchasing program established by county superintendents through the California County Superintendents Educational Services Association (CCSESA), located at 1121 L Street, Suite 510, Sacramento, CA 95814.

II.5 LEA

The term "*LEAs*" shall be construed to mean Local Education Agencies – all those agencies authorized by law to buy from this bid and resulting contracts and allowed to submit purchase orders to awarded vendors in conformance with bid terms and conditions.

II.6 EPYLON CORPORATION

Epylon Corporation, also referred to as Epylon, is the private corporation located at 3675 Mt. Diablo Blvd., #110, Lafayette, CA 94549, that has been hired by CCSESA to administer the EdBuy cooperative, to work with lead agencies and County Offices of Education and to provide technology and services necessary to issue bids and run the EdBuy cooperative.

II.7 VENDOR

The term "*Vendor*" or "*Awarded Vendor*" is that firm, company, individual, business, partnership, joint venture corporation or other bidding entity which has completed the response to the Invitation to Bid and/or been awarded a contract by the AGENCY.

II. 8 BIDDER

The term "*Bidder*" refers to that firm, company, individual, business, partnership, joint venture corporation or other bidding entity which has registered with LACOE and on the Epylon system to receive bids and has worked on or completed the response to the Invitation to Bid. The Bidder is named as such in the contract/bid documents and is referred to in generic terms as if the Bidder were of singular number and masculine or feminine gender.

II.9 SUBSTITUTION

In regard to bidding prices, the term “*substitution*” is deemed to mean an item or an entire product line, with its pricing, that in the opinion of the Bidder is equivalent to the item or product line specified, but different in manufacturer or brand. LACOE reserves the sole right to make a final determination as to whether a product or product line is equivalent, and LACOE’s decision will be final.

II.10 QUOTE SHEET

The “*Quote Sheet*” is the electronic worksheet tab contained in an Excel spreadsheet file identified as either “SKU 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 the officially bid discount(s) necessary to calculate the effective price for all items under contract and is the file required to be returned both electronically and on paper.

II.11 BID RESPONSE WORKSHEET

The “*Bid Response Worksheet*” is the electronic worksheet tab contained in an Excel spreadsheet file identified as either “SKU template” or “E-bid_Product_Line_Template” and attached on the electronic bid form. It is located in the yellow instruction box of the section titled “Product Line Bidding.” It is the worksheet that is to be filled out by the Bidder with prices for line-items reflecting a sampling of the Bidder’s effective prices after the bid discount listed on the Quote Sheet is applied.

II.12 OFFICIAL AWARD DATE

The “*Official Award Date*” shall be that date on which LACOE awards and signs a contract as a result of this Invitation to Bid.

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 vendor. 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 satisfactory school customer sales support and service to all LEAs
- Have current relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active network or other acceptable method of service and support that will serve all LEAs.

If a question indicates that a response is mandatory, an answer must be provided, or else a Bidder cannot continue to save or submit the electronic bid form, and the Bidder will not be able to comply with requirements to print out a paper copy of the bid.

III.2 STATUS OF BIDDER

Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which 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 to be LACOE employees.

III.3 SUPPLIER APPLICATION

A supplier application is attached to the electronic bid form and must be returned with the bid documentation. Those agencies receiving notification of the bid because of their placement on another County Office of Education bid list or because of their placement in the Epylon marketplace still must complete the Supplier Application, scan it, and attach it to the electronic bid form when bidding.

III.4 EVIDENCE OF RESPONSIBILITY

Upon the future request of LACOE, a Bidder whose bid is 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 available for the performance of the contract.

III.5 COVENANT AGAINST CONTINGENT FEES

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this Invitation for Bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting the bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

For breach or violation of this warranty, LACOE shall have the right to terminate any contract that may be entered into with the Bidder and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or commission fee.

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 Invitation for Bids. A person, firm, or corporation may submit a sub-proposal to another Bidder and/or Bidders and also submit a bid in the name of his firm.

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

III.7 ANTI-DISCRIMINATION

Awarded vendor must comply with all applicable state and federal laws. For emphasis, LACOE states here that it is the policy of LACOE, and the school districts of Los Angeles County that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the service because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Bidder agrees to comply with

applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Bidder agrees to require like compliance with any subcontractors employed for services provided by him/her.

III.8 COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT

Awarded vendor must comply with all applicable state and federal laws. For emphasis, LACOE states here that the Bidder hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this bid or under any project, program, or activity supported by this bid. The Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Bidder agrees to require like compliance by any subcontractors employed for the services provided by him. The Bidder hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et. seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act and the Bidder shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this contract, or under any project, program, or activity supported by this bid.

III.9 ANTI-KICKBACK ACT

Awarded vendor must comply with all applicable state and federal laws. For emphasis, LACOE states here that in the performance of the contract, the Awarded Vendor and all subcontractors shall adhere to and comply with all provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) and as supplemented in the Department of Labor regulations (29 CFR Part 3).

III.10 DECLARATION OF NON-COLLUSION

Assuring that prices are arrived at independently and without collusion is so important that this bid requires the Bidder to attest under the penalty of perjury that no collusion has taken place. The Bidder must affirmatively answer Yes to the Question 53 in the Question section or else the bid may not be submitted to Agency. By answering Yes to Question 53, the Bidder affirms the following:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) Neither he/she, the company, nor any of the company's affiliates, subsidiaries, officers, directors and employees are currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited

by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- 6) All representations are material and important, and will be relied on by the 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 answer yes to Question 53, he/she will not be able to complete the bid form and will not be able to submit a bid.

III.11 WORK HOURS AND SAFETY STANDARDS ACT

Awarded vendor must comply with all applicable state and federal laws. For emphasis, LACOE states here that in the performance of any purchase order under the contract, Bidder shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).

III.12 SUSPENSION AND DEBARMENT

By executing this contractual instrument, Awarded Vendor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section III.12 subsection 2 above, of this certification; and
4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

A vendor must verify its suspension or debarment status in the Question Section of the bid form.

III.13 UNPAID TAX LIABILITIES

The Vendor certifies by submission of this bid that it has no overdue unpaid tax liabilities or other AGENCY or LEA obligations.

III.14 ONGOING RESPONSIBILITY FOR NOTIFICATION OF ANY CHANGE

A Vendor must inform the Agency if it changes its address or become delinquent in taxes. Also, the Vendor must tell the Agency if one of its contracts is suspended by another government agency or if it is debarred by another government agency. All notices must be in writing and received by the Agency within 15 days of the change, delinquency, suspension, or debarment.

III.15 ABILITY TO FOLLOW DIRECTIONS

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

III.16 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUBS)

Some eligible LEAs may have policies, programs or goals related to contracts with businesses owned by minorities, women or disabled veterans. Although the bid will not be evaluated on whether a Bidder is a historically under-utilized business, Agency can make other LEAs aware of a vendor's HUB status. Accordingly, the Agency requests any women-owned, minority-owned or disabled-veteran-owned business to volunteer their status as such so that it can be made known to interested LEAs. A HUB may identify itself in its answers in the Question Section. No preference is given in bid evaluation to HUBs, and no penalty is applied for not answering the question.

III.17 WEB SITE CAPABILITIES

To be responsive, a bid must indicate in the Question Section that the Awarded vendor has a web site where contract pricing for both core computer items and peripherals can be viewed. Vendor's web site must be capable of building Core Computer Configurations, if any, and generating a quote with a quote number tied to the contract. Awarded vendor must agree to cooperate with the EdBuy program and the Epylon Corporation in the development of premier pages, punchout, or links accessible from the EdBuy and Epylon web sites.

IV. Bid Procedures and Instructions [\[return to top\]](#)

IV.1 PRUDENCE AND FORETHOUGHT IN SUBMISSION

Submit early. Although the deadline for bids is 3:00 p.m. PST, Thursday, December 13, 2012, it is in the best interests of Bidders to submit their bids well enough in advance to avoid any hindrances out of the control of LACOE, EdBuy, the Vendor, or Epylon. Such hindrances could include delayed mail, delayed delivery trucks, extremely heavy Internet traffic, disruptions in phone lines, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for hindrances out of its control. It admonishes Bidders to submit early to identify problems and to avoid any possibility their bids may be late.

IV.2 TWO IDENTICAL SUBMISSIONS REQUIRED: ELECTRONIC AND SEALED PHYSICAL PACKAGE

A sealed, secure electronic bidding system will be used to gather bids and evaluate submissions. However, some jurisdictions that will be piggybacking on this bid or using Standard School Supply and Equipment List authority have policies or procedures that do not currently envision electronic submissions. Therefore, once Bidders have completed answering questions and submitting bid prices on line, they will also be required to print out their work with a signature, burn a CD with pricing, and include both in a sealed package to be returned to LACOE before the bid deadline. (See the checklist attached to the electronic bid form for a complete list of items that must be returned to be responsive.)

IV.3 INCOMPLETE SUBMISSIONS

Both the on-line bid and the sealed package containing bid documents must be received before the bid deadline for a bid to be considered. The presence of one submission -- either electronic or physical -- and the absence of another constitute an incomplete bid. Such incomplete submissions will not be considered and will constitute no grounds for protest.

IV.4 COMPLETE THE ELECTRONIC BID FORM FIRST AND EARLY

It will be impossible to meet the deadline if a Bidder tries to complete the on-line form and compile the physical package at the last minute at the same time. The electronic form must be completed first.

After final review, the Bidder must hit the submit button using the Epylon hosted software. All answers and submissions are then locked, encrypted, sealed and sent to the LACOE in-box and cannot be opened by LACOE until the bid opening date.

However, at that point, Bidders can access their own submissions to print out a complete and accurate record of their submissions, exactly as will be seen by LACOE when the bid can legally be opened. A copy of this print-out, along with attachments and a CD containing the same bid-price files attached to the electronic form must be submitted in a sealed envelope and delivered to LACOE before the bid deadline. This action satisfies jurisdictions that still have policies requiring the submissions of paper and other media in a sealed envelope or package.

IV. 5 BID SUBMISSION ADDRESSES

Two identical submissions are required. Here are the addresses for submission of each:

1) **For Electronic:** www.epylon.com

2a) **For a Sealed Envelope or Package Hand Delivered:** 12830 Columbia Way (formerly Clark Avenue), Room 101, Downey, California 90242, and marked to the attention of Mike Esparza, Buyer.

NOTE: The Ed Center West building is located on an expansive site some distance from the main Imperial Highway facility. To ensure the timely receipt of hand delivered bids or to attend the public bid opening, Bidders are encouraged to allow extra time for parking and walking.

2b) **For a Sealed Envelope or Package Mailed:** Los Angeles County Office of Education, Procurement Services Section, Ed Center West, Room 101, 9300 Imperial Highway, Downey, CA 90242-2890, and marked to the attention of Mike Esparza, Buyer.

NOTE: Allow sufficient time for your submission to be delivered by office staff from the Imperial Highway address to the separate Ed Center West, where Procurement Services will conduct the afternoon bid opening. Submit early.

IV.6 BID OPENING

It is the Bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any physical bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At 3:00 p.m. PST, December 13, 2012, the sealed bids will be opened and publicly read at LACOE's Procurement Services Section, Ed Center West, Controller's Office,

located at 12830 Columbia Way, Downey, CA 90242, accessible through the Columbia Way entrance. Following the opening of electronic files, staff will open sealed envelopes to make sure there is a one-to-one correspondence of electronic bids to physical bids.

IV.7 PRELIMINARY REGISTRATION PROCEDURES FOR ELECTRONIC BIDDING

- 1) If not already registered, companies that want to bid must register as an Epylon supplier by clicking on the Supplier Registration button at the top of the page at www.epylon.com.
- 2) When registering, suppliers interested in the bid should select the categories of Information Technology Broadcasting and Telecommunications to ensure they will receive the LACOE bid form.
- 3) All new registrants between the date of bid release and December 13, 2012 will automatically receive the LACOE bid form in their in-box.
- 4) Once registered and logged in at www.epylon.com, click the e-Bid tab, view the in-box to see the LACOE bid form ready to be opened.

IV.8 ON-LINE BIDDING PROCEDURES

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

- 1) Review the four (4) different product lines requested. Decide what product line to bid.
- 2) Download the attached spreadsheet template found in the yellow instruction box in the section titled "Requested Product Lines." There is a unique template for each of the four requested product lines. Choose the one that is appropriate to the product line you are bidding. There will be two worksheet tabs in the Excel workbook to fill out.
- 3) The first worksheet requires you to enter the percent discount you are offering as your bid. This discount can be variable by category of products within your brand offerings.
- 4) The second worksheet tab requires you to price several specified products for the purpose of comparing the effective price of your discounts. The Excel software will automatically calculate the effective unit price.
- 5) If you are bidding a substitute product line, enter the information appropriate for the substitution you are offering.
- 6) Save the file; name it the product category being bid.
- 7) Upload the file to the appropriate product line by clicking the white box to the left of Product Line Specifications column.
- 8) Click Browse to locate the template on your hard drive.
- 9) Click Open, then click Attach File to upload template to bid form.
- 10) Designate the uploaded spreadsheet as the pricing template by clicking in the small white box next to the name of the template, then clicking the red "Identify SKU Attachment" button located at the bottom of the Product Line Specification Section. This has the effect of distinguishing your pricing from any other attachment you choose to upload alongside the product line name. A red asterisk will appear next to your file.
- 11) Click the white box in the Bid Column for the product line category being bid to signify you are bidding for a specific product line.
- 12) Answer all questions listed in the Question Section. You can add attachments to certain questions as necessary.
- 13) Download, sign, scan, and upload documents as requested in the Question Section, including the Contract Signature Page.
- 14) Click on "Save as Draft" at any time while working on the bid form.
- 15) When ready to submit, click "Continue" at bottom of first page.
- 16) Review your bid, making sure you have attached the proper template to the corresponding product line and answered all questions.
- 17) Click on Submit button to send sealed electronic bid to LACOE.

- 18) Reopen the bid form.
- 19) Click on Printable Version.
- 20) Print out a copy for inclusion in sealed envelope along with CD of your pricing file.

IV.9 ELECTRONIC SIGNATURE

In submitting this bid, the person named as the Bidder's representative on the electronic bid form declares the understanding that the use of his/her Username, Password and email address constitute his/her electronic signature and that he/she is solely liable for full control and access to the password. Neither Agency nor Epylon have access to the User's password. By submitting this form, he/she declares that he/she has the authority to submit this bid to the Agency and to bind his/her company to the Terms and Conditions, final pricing, statements and all commitments submitted to Agency. As permitted by the federal and state laws, Bidder will submit electronic sealed bids signed with his/her electronic signature, using the Epylon eCommerce system. Bidder's use of his/her User Name and Password, linked to identifying registration information, constitute his/her electronic signature. By logging in, answering questions, completing the bid form and pushing the submit button, Bidder is signing a contract. To the best of his/her knowledge, Bidder attests to the following by submitting a bid:

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

IV.10 HOW TO GET HELP

Technical questions on how to fill out the bid form, upload or download attachments or maintain an Epylon account can be directed to the Epylon customer service line at (888) 211-7438. Or questions can be emailed to service@epylon.com. Epylon customer service will not answer bid policy questions or interpret the bid. Questions on bid interpretation should be submitted to LACOE as described in section IV.18.

IV.11 ASSEMBLING THE PHYSICAL BID

Your packet for physical delivery of a sealed bid to LACOE will consist of the following:

- 1) A printout of what you submitted electronically (After clicking the submit button for your online bid submission, the electronic form will close. Re-open the bid form by clicking on the title of the bid in your in- box. Scroll to the bottom of the screen and click on Printable Version. Use your Internet browser to print this view to paper. Staple the pages together.)
- 2) A signed hard-copy of the Bid Contract Signature Page, which was included in the electronic form as an attachment.
- 3) A CD containing the Excel spreadsheet file worksheets with discount quotes and a representative sampling of effective line-item pricing. This constitutes your bid pricing.

- 4) A hard-copy print-out of the spreadsheets that are on the CD., including a signed Quote Sheet. It is OK if type on the printed spreadsheets is small.
- 5) A copy of the LACOE Supplier Application.

IV.12 SIGNATURE ON PAPER

Attached to the bid form is a Contract Signature Page. Print this page out, sign it, scan it and upload it to the bid form. Then, in addition, include it in the sealed envelope or package that must be returned to LACOE. All bids must be signed in the name of the Bidder in ink and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

IV.13 ALLOW TIME FOR INTERNAL MAIL DISTRIBUTION

To be considered, all bids must be received in Procurement Services by the time and date of closing. (Note: Bidders who mail their bids should allow sufficient time for the internal distribution of mail within the Los Angeles County Office of Education and the transfer of mail between buildings.) Physical bids received in Procurement Services after the date and time indicated herein shall be returned to the vendor unopened.

IV.14 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 that are not specifically called for by LACOE may result in LACOE's rejection of the bid as not being responsive. No oral or telephonic modification of any bid submitted will be considered. Bids or modification received by facsimile (fax) will not be accepted.

IV.15 ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS

The bid submitted must not contain any erasures, interlineations, or other corrections because the Bidder's paper submission must be a print-out of what was submitted electronically. No change can be made between the submission of the electronic form and the print-out of what was submitted. If any discrepancies are found, the bid may be deemed non-responsive. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that 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 bid opening.

IV.16 EXAMINATION OF BID AND CONTRACT DOCUMENTS

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

IV.17 WITHDRAWAL OF BID

After reviewing a bid document and clicking on the submit button, the electronic bid form is officially submitted to the Agency. If a Bidder wants to withdraw his or her bid, he or she may do so by clicking the "Retract" button within the Epylon software any time prior to the bid deadline. Alternatively, the Bidder may request a retraction personally or by written request to Deborah C. Harris, Assistant Director Administrative Services, at any time prior to the scheduled closing time for receipt of bids.

IV.18 INTERPRETATION OF BID AND CONTRACT DOCUMENTS

Bidders who find discrepancies in or omissions from the bid documents may submit to the Administrative Services Manager a written request for clarification or correction thereof. Questions or clarifications must be received by LACOE, Attention Mike Esparza, by fax no later than 4 p.m., Friday, November 30. The fax number is (562) 940-1719. A copy of all requests for clarification and the response thereto will be posted to the electronic bid form. Corrections will be made by addenda issued. Addenda are noted on the External Notes section of the electronic bid form. Review the External Notes log prior to submitting your bid to be sure you have read any and all addenda. LACOE will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically.

IV. 19 AMENDMENTS

Bidders are advised that LACOE reserves the right to amend the requirements of this bid prior to the date set for opening of bids. Such revisions will be done formally by addenda issued to all Bidders known to have received a copy of the electronic bid documents. If in the judgment of LACOE the change is of such nature that additional time is required for Bidders to prepare their bids, LACOE will extend the date of the bid opening and notify all Bidders, in writing, of the new date.

V. Specifications [\[return to top\]](#)

V.1 QUANTITIES

This is an indefinite quantity bid for which there shall be no limit to the number of orders placed, in any quantity, by LACOE, or any participating public agency, for the term of the contract, at the prices resulting from award of an Agreement. For LACOE only, previous annual expenditures for desktop and laptop computers have been as high as \$3 million. This bid contemplates a wider range of equipment and peripherals. This bid will be eligible for use by education agencies throughout California.

V.2 PRODUCT LINE

Agency specifies four (4) computer product lines to be bid, plus a corresponding array of peripherals and accessories for each respective computer product line. The product lines sought, in alphabetical order, are:

- 1) Apple
- 2) Dell
- 3) Hewlett Packard
- 4) Lenovo

This bid seeks all products manufactured within an identified product line. Product line shall consist of all hardware and software products manufactured and/or branded by the specific manufacturer listed. Bidder must be able to provide all products manufactured within the specified product line, unless 1) precluded by government law, regulation or treaty or 2) the manufacturer itself has limited the availability of some of its branded products to education agencies.

If a Bidder is bidding a substitute brand with the objective of proving an equivalency, the Vendor must provide a product line that minimally consists of a range of laptops, a range of desk tops or work stations, a range of servers, and a catalog of proprietary or third-party peripherals and

accessories to support the core computer offerings. Equivalency testing and evaluation, based on the non-returnable samples from the Bidder who is requesting consideration of a substitute, will compare substitute configurations within the laptop, workstation and server categories to comparable configurations within the actual product line specified. All decisions of LACOE are final.

V.3 PROPRIETARY OR THIRD-PARTY PERIPHERALS AND ACCESSORIES

To be responsive, a Bidder, in addition to his or her core computer offerings, must make available a catalog of proprietary and/or third-party peripheral products and accessories to support the core computer offerings. ("Proprietary peripherals and accessories" means those non-computer products, peripherals, and accessories branded by the same manufacturer that is providing the core computer offerings. "Third-party peripherals and accessories" means those non-computer products, peripherals, and accessories branded by one or more companies other than the manufacturer providing the core computer offerings.)

The Agency objective is for LEAs to decrease their total cost of procurement and ownership by obtaining necessary computer peripherals and accessories at discounted prices from a single source on a single purchase order. Proprietary or third-party peripherals and accessories may consist of items such as, but not limited to, scanners, printers, cameras, speakers, PDAs, MP3 players, speakers, memory cards, cases, monitors, ink, paper, cables, etc. Whether in the assortment of branded items or third-part offerings, a Bidder's offerings must minimally include printers, scanners, cases, monitors, and memory cards.

V.4 A PRODUCT LINE MAY INCLUDE SERVICES

A Bidder's list of eligible products may include related services such as set-ups, imaging, maintenance, asset tagging, and training, provided 1) there is a corresponding, commercially available price list or rate card for those services 2) a discount has been bid for the respective category of services offered 3) a SKU number is attached to the service provided and 4) the service has a finite unit of measure such as "hourly," or "per tag."

V.5 BRANDS

Computer brand names are included for descriptive purposes to indicate the quality, design, and utility desired by LACOE, but the specifications are not intended to restrict competition. By law, brands of equal make or type to those specified will be considered. Each Bidder shall indicate the manufacturer's name and model numbers of the products(s) being bid and shall submit samples in accordance with the Samples provision of this bid. Notwithstanding the acceptance of substitutes, Agency reserves the right to make awards in accordance with Education Code 1276.

V.6 EQUIVALENTS AND SAMPLES

LACOE seeks bids for products as described on the bid form and in the Terms and Conditions. The identification of a branded product line is actually a specification and standard for goods to be procured. For each product line identified by the Agency, a Bidder may bid an equivalent product line. If the product line being bid is an equivalent and not the actual branded product specified, the Bidder must, upon request, provide Agency with non-returnable samples of specified branded products for testing. The type and number of products requested will be at LACOE's sole discretion. Samples of "equivalent" products must be shipped to LACOE at Bidder's expense within two days of request by LACOE.

V.7 STANDARD WARRANTY

The Vendor warrants that all items furnished by the Vendor, its agents and designated partners shall be free and clear of any defects in material and workmanship and shall conform to the

published specifications for such product and Vendor's representations regarding the functions and uses for which each product is marketed. The Vendor shall repair and/or replace any defective item with an item of equivalent or superior quality without any additional cost to any LEA as per the manufacturer's standard warranty period for each product offered.

The following paragraphs lettered with A through S relate solely to the specifications for Dell-branded products and items in a Dell-related catalog. They clarify the standard warranty period and requirements for products specifically related to the Dell-related products requested under this invitation for bid.

- A. Dell-branded monitors, access points, keyboards and mice sold in conjunction with a Dell-branded system will be covered under the Awarded Vendor's service and support policy. Although these items will be covered under Manufacturer's warranty, they will be eligible for a parts replacement program, not necessarily a next business day on-site service program. Batteries for portable computers will be covered only during the initial one (1) year period of this warranty under a parts replacement program, not on-site service. Through the Awarded Vendor, LACOE or any participating LEA can purchase numerous third-party, non-Dell-branded products, including software, printers, drives, and monitors. Any warranty on a third-party product will be from the original manufacturer, not necessarily the Awarded Vendor. Since third-party product warranties may vary from product to product, an LEA can consult its product documentation or the product web site for specific warranty information.
- B. Dell-branded hardware products purchased by LEAs in the United States will come with a 90-day, 1-year, 2-year, 3-year or 4-year limited warranty, depending on the product purchased. To determine which warranty came with an LEA's purchases of hardware product(s), a notation for each Dell-branded product must be made on packing slips or invoices provided by the Awarded Vendor.
- C. Awarded Vendor's limited warranty will cover defects in materials and workmanship in its end-user customer's Dell-branded hardware products, including Dell-branded peripheral products.
- D. Awarded Vendor's limited warranty is not required to cover:
 - a. Software, including the operating system and software added to the Dell-branded hardware products through any factory-integration system, third-party software, or the reloading of software
 - b. Non-Dell branded and solution-provider-direct products and accessories
 - c. Problems that result from:
 - i. External causes such as accident, abuse, misuse, or problems with electrical power
 - ii. Servicing not authorized by Awarded Vendor
 - iii. Usage that is not in accordance with product instructions
 - iv. Failure to follow the product instructions or failure to perform preventive maintenance
 - v. Problems caused by using accessories, parts, or components not supplied by Awarded Vendor
 - vi. Products with missing or altered Service Tags or serial numbers
 - vii. Products for which Awarded Vendor has not received payment
- E. Awarded Vendor's responsibility for malfunctions and defects in hardware will be limited to repair and replacement as set forth in the warranty statement. All express and implied warranties for the product, including but not limited to any implied warranties and

conditions of merchantability and fitness for a particular purpose, will be limited in time to the term of the limited warranty period reflected on the packing slip or invoice. No warranties, whether express or implied, will apply after the limited warranty period has expired.

- F. Awarded Vendor is not liable beyond the remedies provided for in the limited warranty or for consequential or incidental damages, including, without limitation, any liability for third-party claims against a customer for damages, for products not being available for use, or for lost data or lost software. Awarded Vendor's liability will be no more than the amount an LEA paid for the product that is the subject of a claim. This is the maximum amount for which Awarded Vendor will be responsible.
- G. The limited warranty lasts for the time period indicated on an LEA's packing slip or invoice, except for the following Dell-branded hardware:
 - a. Portable computer batteries will carry the lesser of either a one (1) year limited warranty or the length of the limited warranty for the Dell computer with which the battery is shipped.
 - b. A PERC5 battery may provide up to seventy-two (72) hours of controller cache memory backup power when new. Under the one (1) year limited warranty, Awarded Vendor will warrant that the battery will provide at least twenty-four (24) hours of backup coverage during the one (1) year limited warranty period.
 - c. Projector lamps will carry a ninety (90) day limited warranty.
 - d. Memory will carry a lifetime limited warranty.
 - e. The limited warranty for monitors purchased independent of a system will last for the time period indicated on an LEA's packing slip. Monitors purchased with a system will be covered by the system limited warranty.
 - f. PDAs, earphones, and remote inline controls will carry a one (1) year limited warranty.
 - g. Other add-on hardware will carry the longer of either a one (1) year limited warranty for new parts and a ninety (90) day limited warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell computer on which such parts are installed.
- H. The limited warranty on all Dell-branded products will begin on the date of the packing slip or invoice. The warranty period is not extended if Awarded Vendor repairs or replaces a warranted product or any parts. Awarded Vendor may change the availability of limited warranties at its discretion, but any changes will not be retroactive. However Section V.8 on Expanded Warranties will apply for the term of the contract and all extensions.
- I. If an LEA has a warranty issue before the warranty expires, the LEA should call a number published by the awarded Vendor on its web site or on a service tag on the purchased product.
- J. During the limited warranty period, Awarded Vendor will repair any Dell-branded hardware products returned to Awarded Vendor that prove to be defective in materials or workmanship. If Awarded Vendor is not able to repair the product, Awarded Vendor will replace it with a comparable product that is new.
- K. When an LEA contacts Awarded Vendor, Awarded Vendor will issue a Return Material Authorization Number for an LEA to include with its return. LEAs must return the products to Awarded Vendor in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. Awarded vendor will return the repaired or replacement products to the LEA. Awarded Vendor will pay to ship the repaired or replaced products to the LEA if it uses

an address in the United States. Otherwise, Awarded Vendor will ship the product to the LEA freight collect.

- L. If Awarded Vendor determines that the problem is not covered under this warranty, Vendor will notify the LEA and inform it of service alternatives that are available on a fee basis.
- M. Before an LEA ships the product(s) to Awarded Vendor, LEAs must be sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). They should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC Cards. Awarded Vendor is not responsible for any of an LEA's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.
- N. For the remaining period or years of the limited warranty, Awarded Vendor will replace any defective part with new parts, if Awarded Vendor agrees that it needs to be replaced. When Awarded Vendor contacts an LEA, Awarded Vendor will require a valid purchase order number at the time the LEA requests a replacement part, but Awarded Vendor will not charge the LEA for the replacement part as long as it returns the original part to Awarded Vendor within Thirty (30) days after Awarded Vendor ships the replacement part to the LEA. If Awarded Vendor does not receive the original part within Thirty (30) days, Awarded Vendor will charge to the invoice the LEA the then-current standard price for that part.
- O. Awarded Vendor will pay to ship the part to the LEA if it uses an address in the United States. Otherwise, Awarded Vendor will ship the part freight collect. Awarded Vendor will also include a prepaid shipping container with each replacement part for the LEAs' use in returning the replaced part to Awarded Vendor.
- P. If an LEA purchases a service contract with Awarded Vendor, service will be provided to the LEA under the terms of the service agreement. If Awarded Vendor determines that the problem is not covered under this warranty, Awarded Vendor will notify the LEA and inform it of service alternatives that are available to on a fee basis.
- Q. If an LEA purchases, through Awarded Vendor, a service contract with one of Vendor's third-party service providers, information on how to obtain service will be included with that purchased service contract.
- R. Awarded Vendor may use new parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. All parts and systems are to be inspected and tested for quality. Replacement parts and systems will be covered for the remaining period of the limited warranty for the product the LEA bought. Awarded Vendor will own all parts removed from repaired products, unless prohibited by law.
- S. Limited warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with Awarded Vendor. The limited warranty on Dell-branded memory may not be transferred. Vendor will provide a URL, whereby an LEA may record its transfer.

V.8 EXPANDED WARRANTY

Notwithstanding Section V.7 above, all institutional quality laptops, desktops, workstations, and servers shall be covered by a minimum **three (3) years** on-site, warranty covering parts, labor and travel time for all items unless otherwise specified. The warranty period shall commence upon the date of invoice or packing slip for the items ordered by the LEA. LACOE requires and Contractor agrees that replacement parts shall be new and warranted as new.

The on-site provisions in Contractor's warranty do not cover monitors, keyboards, mice, printers, software, external peripherals and/or Third Party Products.

The following paragraph lettered with A relates solely to the specifications for Dell-branded products and items in a Dell-related catalog.

- A. Awarded Vendor will provide all OptiPlex, Latitude, Precision and Poweredge systems with a three (3) year NBD onsite parts and labor already included in the price paid by LACOE and all participating LEAs. All warranties will be provided in accordance with the limited warranties applicable to Dell-branded hardware products. Awarded Vendor's proposed support service level shall be in accordance with the numbered quotation from the Awarded Vendor corresponding to a particular order by LACOE or an LEA. Both warranty and support service plan begin on the date of Awarded Vendor's invoice. Invoice date must not be prior to the shipment of computer.

V.9 NEWLY MANUFACTURED ITEMS

This bid envisions that newly manufactured products and new inventions will come to market during the course of the contract. Because Bidders are bidding by formula discount on a class of products, newly manufactured items may be added to the contract if, in LACOE's sole discretion, the newly manufactured item clearly falls into an identified class of products specified by the Bidder on his or her original bid form and the corresponding discount can be applied. If the proper class and discount cannot be identified, the new item may not be added to the list of eligible items under contract.

VI. Pricing [\[return to top\]](#)

VI.1 FORMULA PRICING

By bidding, Bidder commits to formula pricing, that is, the formal bid of a fixed discount(s) -- within identified categories -- off of a specified price list.

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

Contract prices will always be the List Price minus the discount, rounded to the nearest whole cent.

The specified price list or rate card for each quoted discount must exist for the term of the contract and all extensions, so that effective pricing can be calculated and audited by LACOE at any time.

Awarded Vendor has the responsibility of providing a custom discount price list upon written request of LACOE.

VI.2 PREPARATION OF THE QUOTE SHEET

Agency specifies four (4) computer product lines to be bid, plus a corresponding array of peripherals and accessories for each respective computer product line. The product lines sought, in alphabetical order, are:

- 1) Apple
- 2) Dell
- 3) Hewlett Packard
- 4) Lenovo

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

Awards will be made by whole product line. To bid on a product line, a Bidder must download the appropriate spreadsheet, open it, and **on the Quote Sheet**, identify the discounts to be offered, either by entire product line or by subcategory, alongside the name of the price list from which the discount will be calculated. The Quote Sheet limits Bidders to sixty (60) subcategories of variable discounts. If sixty (60) lines are insufficient, subcategories with the same discount percentage may be grouped together. (See the attachment on the electronic bid form for an example of a Quote Sheet filled out properly.)

VI.3 PREPARATION OF THE BID RESPONSE WORKSHEET

On the Bid Response Worksheet, Bidder must provide a base price for each of the items specified and the appropriate discount for that item. The spreadsheet is preconfigured to calculate the effective price.

Note: Several items listed on the spreadsheet are for fully configured computer systems with add-ons and interior components that could represent different computer components in the bidder's catalog -- each component having a unique discount structure under the Bidder's bid submission. In these cases, it would be impossible for the bid template spreadsheet to properly calculate the effective prices, using a base price and a single discount. For these configured systems, the spreadsheet has been designed to accept only a final effective price. The final price must be the same or lower than if all of the components had been ordered separately.

The purpose of seeing individual products SKUs with Bidder's effective pricing on the spreadsheet is to evaluate a Bidder's bid discount. Only the final effective price can reveal the sufficiency or comparative value of the discount(s) being quoted.

The list of individual SKUs is for evaluation use only. Listing or omitting any SKU does not authorize or prevent that respective SKU from being offered under the contract, because this bid seeks all products manufactured by the respective manufacturers. See the attached PDF file for a sample of how a Quote Sheet and a Bid Response Worksheet are properly filled out.

Once completed, the spreadsheet file must be electronically attached alongside the name of the corresponding product line being bid upon using Epylon hosted software. In addition, the quote sheet must be printed out, **signed** and included in the sealed package for physical delivery to LACOE.

VI.4 NET PRICING

Bid all prices net, including trade discounts. No taxes, disposal fees, environmental fees or transactions fees are to be included in the bid price.

Awarded vendors are authorized to separately charge state-mandated disposal fees on all purchases as required by law. These fees will not be factored in evaluation.

VI.5 DISCOUNTS

A Bidder may offer a cash discount to LEAs for immediate or prompt payments, as an incentive to improve cash flow. The offering of cash discounts is at the option of the Bidder. The presence or absence of a discount will not be considered in determining low price during the bid evaluation and bid process. Cash discounts, when offered by the vendor as specified in the Question Section, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.

VI.6 LACOE CORE CONFIGURATIONS AND BUNDLE PRICING

Within each product line, LACOE and LEAs reserves the right to create bundles or core configurations which may become a standard for ordering within the Agency. Agency reserves the right to request a voluntary discount from the Awarded Vendor for such core configurations that become a standard system within the Agency. Vendor may offer a further discount or decline to give a greater discount. In no case, however, may the price for a configuration be higher than the cost for items bought separately at the bid discount.

VI.7 VOLUNTARY DISCOUNTS

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

VI.8 SUBSTITUTIONS

By law, LACOE will consider substitutes for bid. A substitute manufacturer's product line must be functionally and qualitatively equivalent to the product line specified, but may be different in manufacturer or brand. The Bidder offering the substitute must meet all Bidder and Vendor qualifications. Samples must be provided for a substitution to be considered.

VI.9 SAMPLES

California law allows the consideration of equivalents. Bidders, who are bidding brands different than those specified, must submit samples to LACOE's Purchasing Section within two (2) days of a request from LACOE, as follows:

- 1) All packages containing samples must be clearly labeled "COMPUTER BID SAMPLES" and each sample clearly identified with the bid number and item number referenced by LACOE under which the sample is to be considered.
- 2) Vendors that do not comply with these instructions will not be considered for award. All samples shall be provided by the Bidder at no cost and become the property of LACOE, unless otherwise agreed to in writing by LACOE and the Bidder. Samples may be used, tested and destroyed in the process of evaluation.
- 3) Samples sent direct from manufacturers must be properly labeled in accordance with the above provisions.

- 4) Do not depend on the good will of manufacturers to ensure that proper samples have been provided.

VI.10 DISCREPANCIES

In case of a pricing or discount discrepancy between the spreadsheet file attachments submitted electronically and the spreadsheet files on CD submitted in the sealed envelope, a bid may will considered non-responsive.

VII. Ordering, Shipping and Delivery [\[return to top\]](#)

VII.1 ORDERING

To ensure discounted bid pricing, LEAs shall reference the applicable LACOE authorized Agreement numbers.

If an Awarded Vendor's business processes require it, LACOE and eligible LEAs shall reference the applicable LACOE authorized Agreement numbers for on-line orders.

Any purchase orders issued on paper, facsimile, email, or method other than the online business-to-business method, may require, at Vendor's option, an Awarded Vendor quote number which can be generated by a sales representative.

VII.2 ACCEPTANCE OF PURCHASE ORDERS

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

- 1) Any LEA may issue purchase orders against this agreement. These constitute the vendor's authority to make delivery. All purchase orders received by the Awarded Vendor up to and including the expiration date of the agreement are acceptable and must be shipped in accordance with the delivery time specified in the agreement.
- 2) As stated in Section IX.4, Awarded Vendors shall be required to pay the Transaction Fee for all purchases by entities made through the awarded contracts. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.
- 3) Purchase Orders may be issued by LEAs to Awarded Vendors through Epylon accounts at www.epylon.com or through facsimile equipment to the following EdBuy facsimile number: (800) 606-6148 as follows:
 - a. Purchase orders will arrive in the Vendor's Order inbox, accessed at www.epylon.com through a previously established login with a user name and password. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order.
 - b. Awarded Vendors who receive a Purchase Order directly from LEAs (e.g. directly by fax, mail, or in person), where the Purchase Order is marked as relating to the LACOE or EdBuy bid and has not first been submitted to the EdBuy purchase order clearinghouse or through the Epylon system, are required to send such Purchase Order to EdBuy for archiving and entry into EdBuy's database.

Sub-paragraphs A and B of this section may be superseded by a separate agreement between the Awarded Vendor and Epylon for punchout, e-order integration and reporting.

VII.3 INVOICING

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

VII.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) thirty (30) days after a proper invoice actually is received at the "Bill To" address. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the purchase order and the items actually received.

Payment should not be construed by the Vendor as acceptance of the items furnished by the Vendor. Unless Vendor is notified by phone, in writing, or by email, acceptance shall be deemed 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.

Vendor may establish payment terms that are Net thirty (30) days from the date of invoice and require any variations from standard terms to be approved in advance of acceptance of an order.

VII.5 DELIVERY REQUIREMENTS

For Agency orders, deliveries shall be delivered to the LACOE warehouse or as specified on an individual purchase order. For other LEAs, delivery will be made in California as specified on the LEA's purchase order.

VII.6 SHIPPING

Orders over \$500 must be shipped F.O.B. DES., FRT. PREPAID. For orders under \$500, vendor has the option of charging reasonable shipping costs.

Awarded Vendor, at its election, may pass title of goods upon shipment if Awarded Vendor assumes risk of loss up to the point of delivery. In this case, title to the products purchased will pass to LACOE or LEAs at Awarded Vendor's dock upon delivery of the products by Awarded Vendor to the shipping agent. In this case, Awarded Vendor will prepay shipping costs and will bear risk of loss to the products from the point of delivery to Awarded Vendor's selected shipping agent, to an LEA's receipt of the products at its specified delivery address.

An LEA may select a preferred carrier; however loss or damage that occurs during shipping by a carrier that is selected by an LEA would be the LEA's responsibility.

VII.7 DELIVERY TIMES

Awarded Vendor will make reasonable efforts to deliver ordered products within fifteen (15) days. However, LACOE accepts that under certain conditions dock-to-dock shipments for products may take between fourteen (14) and thirty (30) days. If orders take longer than (thirty)

30 days, an LEA will have the option of canceling the order with no penalty. Notwithstanding the foregoing, if the LEA accepts a delivery period of longer than thirty (30) days for a particular item or items, then LACOE shall allow such delivery.

VII.8 INSPECTION AND ACCEPTANCE

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

Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

At the time of award, LACOE stipulate that Awarded Vendor's offering of products as bid meet or exceed the requested LACOE specifications.

Prior to any declaration of Default by LACOE, Awarded Vendor shall be provided with a fifteen (15) day period in which to cure any defects. Should such defects be cured within this fifteen (15) day period, LACOE shall not terminate the agreement for default. If LACOE still feels that, despite Awarded Vendor's 's cure of the issue it needs to terminate the agreement, then LACOE shall terminate for convenience or send another notice to begin a new cure period.

VII.9 POST PAYMENT REJECTION

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

All hardware, accessories, peripherals, and parts, as well as software that is unopened and still in its/their sealed package or, if delivered electronically, that has not been downloaded, may be returned within thirty (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.

Unless the product is defective or the return is a direct result of Awarded Vendor's error, a restocking fee of no more than 15% may be charged on hardware, accessories, peripherals, parts and unopened software still in its/their sealed package, and on software that has not been downloaded if the software is delivered electronically.

VIII. Evaluation and Awards [\[return to top\]](#)

VIII.1 AWARD OF BID/CONTRACT

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

VIII.2 AWARD BY COMPLETE PRODUCT LINES ONLY

It is LACOE'S intent to award by complete product lines. There will be only one (1) award within each product line. Product lines will not be split among more than one (1) vendor. One (1) award will be made for each Product Line specified, if there is a lowest-cost, responsible and responsive Bidder in each category or a vendor qualified under Education Code 1276.

LACOE reserves the right, in its sole discretion, to apply substitute product lines offered by a Bidder to a product line category different than the product submitted by a bidder, if the products offered are more closely equivalent to the product category chosen by LACOE.

VIII.3 RESPONSIVE TEST

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

- The electronic bid has been received on time
- All required questions have been answered
- All required attachments are present
- Discounts have been identified on the Quote Sheet
- The Bid Response Worksheet provides prices for a sampling of line-item SKUs
- Any required samples have been provided
- Hard copies of the bid and necessary attachments have been delivered to LACOE On time
- The Bidder meets the Benchmark Pricing Test

VIII.4 RESPONSIBLE TEST

A Bidder will be considered responsible if he or she, in answering questions, meets requirements in Section III.

VIII.5 BENCHMARK PRICE TEST

Although LACOE intends to make an award in each product line category, it may forego, at its sole option, an award for any particular product line if a bid does not pass the Benchmark Pricing Test. The Benchmark Pricing Test shall be as follows:

- For the Product Lines of Dell, HP and Lenovo, when considering Core Computer Configurations, a Bidder's effective prices to LACOE must be at or below the prices for the same configured system as can be obtained through the Western States Contracting Alliance (WSCA), if a WSCA award is applicable and in force at the time of bid submission.
- For the Product Line of Apple, when considering Core Computer Configurations, a Bidder's effective prices to LACOE must be at or below the prices for the same configured system as can be obtained through Apple's National Education Pricing.

VIII.6 EFFECTIVE PRICE EVALUATION

Where two (2) or more Bidders have bid on a single product line and no substitutions have been offered, the determination of lowest price shall be based on a comparison of each Bidder's effective discounted prices. Notwithstanding this evaluation, LACOE reserves the right to award in accordance with Education Code 1276.

VIII.7 COMPARISON OF SUBSTITUTES

Where a Bidder is offering a substitute product line in place of the specified product line, LACOE shall first compare sample laptops, desktops and servers for equivalence in both quality and

function. If in LACOE's sole determination, the samples provided are equivalent, exact configurations of laptops, desktops and servers will be compared to the equivalent configurations of the specified items for a determination of lowest price. Notwithstanding this evaluation, LACOE reserves the right to award in accordance with Education Code 1276.

VIII.8 IDENTICAL BIDS

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

VIII.9 BIDS VALID FOR 120 DAYS

All bids shall remain open and valid and subject to acceptance for one hundred twenty (120) days after the bid opening date.

VIII.10 PROTEST AGAINST AWARD

Any protest against the award of a contract pursuant to this bid must be received within ten (10) calendar days after bid opening. LACOE shall not be obligated to consider protests received after the above specified deadline. All protests must be in writing and submitted to the Assistant Director, Administrative Services.

Mailed letters of protest are to be addressed to the Los Angeles County Office of Education, Procurement Services Section, Ed Center West, Room 103, 9300 Imperial Highway, Downey, CA 90242-2890 and marked to the attention of Deborah C. Harris, Assistant Director, Administrative Services.

IX. Fees & Costs *[return to top]*

IX.1 BID FEES

There are no fees to submit a bid.

IX.2 NO FEE FOR ELECTRONIC BIDDING

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

IX.3 BID COSTS

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.

IX.4 TRANSACTION FEES

Transaction fees are the funding source for the operation of the EdBuy cooperative purchasing program, and Public Contract Code 20118 allows for the charge of reasonable costs. Awarded Vendors shall be required to pay a transaction fee ("Transaction Fee") for all purchases by entities made through the awarded contracts. For the purpose of the Computer Workstations, Laptops and Peripherals Bid through LACOE and all contracts awarded using this document, the Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales less returns and cancelled orders within thirty (30) days, shipping and sales and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the buyers themselves. Epylon will invoice the Awarded Vendor and collect the Transaction Fee. 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 fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

X. Post Award Requirements [\[return to top\]](#)

X.1 WEB SITE CONFIGURATION

Each Bidder agrees that if they are awarded an Agreement under this bid, they will cooperate in the development of or access to a web site, linked to EdBuy and its affiliate web sites, wherein all contract items will be visible to eligible LEAs, and whereby LEAs will be able to create a numbered quote that can be printed out and attached to a purchase order to be faxed in accordance with ordering instructions contained in this bid document.

X.2 PUNCHOUT

It is LACOE's preference, but not a requirement, that awarded vendors have a punchout and e-order relationship with Epylon for the electronic transmission of orders. LACOE envisions nearly 100 percent of orders can be flowing to the vendor electronically through the EdBuy program, if the vendor has the capability of accepting them.

X.3 ELECTRONIC RETRIEVAL OF QUOTE NUMBERS

Currently many vendors have integrated with the Epylon system so that line-item data from a Vendor's quotes can be retrieved electronically from the Vendor and added back into a LEA's purchase order form, circulate for approvals and be transferred back to the Vendor via cXML protocols. It is LACOE's preference, but not a requirement, that the Vendor work with EdBuy and Epylon in the development of a mutually beneficial data transfer procedure.

X.4 SUBMISSION OF CATALOG ITEMS

In order to satisfy local County Office of Education rules regarding a Standard School Supply and Equipment List, an awarded Vendor may be required to initially provide a full electronic spreadsheet or PDF file listing prices, of all items under contract and to update the list annually.

X.5 MATERIAL SAFETY DATA SHEETS

Awarded vendor must comply with all applicable state and federal laws. For emphasis, LACOE states here that Bidders receiving awards on services subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations must submit, to LACOE's Procurement Services Manager and to each participating school district and government agency, Material Safety Data Sheets for those items.

XI. Contract Length and Termination Rights [\[return to top\]](#)

XI.1 DEFAULT

In the event the Bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, LACOE may terminate their orders, in whole or in part, in accordance with the Termination for Default provision of this bid, Section XI.2.

In the event of Contract Termination, notice shall be received by Awarded Vendor thirty (30) days prior to the termination effective date. In the event of Termination for Default, the above requirements for notice and payment shall apply and Awarded Vendor shall also be provided

with an additional fifteen (15) day period in which to cure any defects. Should such defects be cured within this fifteen (15) day period, the Termination for Default will automatically convert to a Termination for Convenience by LACOE.

XI.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 any of the services listed herein in the manner and time specified, or if, in the opinion of the LACOE, the items(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 such failure within a period of fifteen (15) days (or such longer period as LACOE may authorize in writing) after receipt of notice from LACOE specifying such failure. In the event LACOE terminates the contract, in whole or in part, LACOE, or any participating public agency, may acquire goods, similar to those terminated, from another source and the successful Bidder shall be liable for any excess costs of acquisitions of such similar goods, but subject to the limits on liability.

XI.3 TERMINATION FOR PROGRAM, SITE CLOSURE, RE-ORGANIZATION OR REDUCTION OF FUNDS/FUNDING

In the event funds for programs are discontinued or funds are not allocated within LACOE, or participating public agency, for the continuation of this contract in whole or in part, LACOE, or participating public agency, may terminate the service(s) under this clause without penalty. LACOE does not guarantee that any or all services will be requested for the duration of the contract period. In the event of Contract Termination, notice shall be received by Awarded Vendor thirty (30) days prior to the termination effective date.

XI.4 TERMINATION FOR CONVENIENCE

If LACOE elects to terminate the contract, in whole or in part, for its convenience, such termination shall be effective thirty (30) calendar days after receipt of such Notice of Termination for Convenience to the Bidder. Thereafter, the Bidder shall have no further claim against LACOE under the contract. Awarded Vendor reserves the right to refuse an extension of the term of this contract, if an extension is offered by LACOE.

XI.5 TERM OF AGREEMENT

The Agreement period is the Official Award Date through December 31, 2013. Awards are valid throughout the Agreement period.

XI.6 EXTENSIONS OF CONTRACT TERM

LACOE at its sole discretion may elect to extend the term of this contract for up to two (2) additional one- (1-)year periods. LACOE shall give such notice to the contractor within sixty (60) days before expiration of the initial term. If an extension is granted after the initial term, the extended term shall be from January 1, 2014 to December 31, 2014. To achieve a second extension, LACOE shall give such notice to the contractor within sixty (60) days before expiration of the extended term, which is December 31, 2014. If an extension is granted after the first extended term, the second extended term shall be from January 1, 2015 to December 31, 2015.

XII. Other Terms and Conditions [\[return to top\]](#)

XII.1 EPYLON TERMS AND CONDITIONS

Vendor will be bound to an Epylon Merchant Agreement, -- either an agreement a Vendor has in force with Epylon in California or, alternatively, the standard Merchant Agreement, which is attached.

XII.2 FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Vendor shall notify the AGENCY (LEA) orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware that such cause would prevent or delay its performance. After receipt of such notification, the LEA may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

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

XII.3 RIGHT TO WAIVE INFORMALITIES IN BIDDING

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

XII.4 ASSIGNMENT OF THE CONTRACT

The contract awarded under this bid shall not be assigned without the prior written approval of LACOE's Assistant Director, Administrative Services.

XII.5 LIABILITY

The Bidder shall hold LACOE or any of the participating public school districts and LEAs, their officers, agents, and employees harmless from liability for bodily injury or damage to tangible property on account of use by the publisher or author, manufacturer or agent, that results from any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid.

XII.6 PUBLIC RECORDS

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

Effective prices which represent a contract price to LACOE and EdBuy and which have the potential to appear on premiere web sites, requisitions, purchase orders and invoices are public records by California law and cannot be deemed confidential.

Terms and conditions including warranty terms and conditions are incorporated as part of a contract with a public agency approved or ratified by the Los Angeles County Board of Education in a public meeting and cannot be deemed confidential under California law.

Findings from calls to references will not be written down.

Technical specifications, in so much as they are necessary for ordering, represent a description of contract items, and are available on a public web site cannot be deemed confidential under California law.

XII.7 RIGHTS OF LEAS

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.

XII.8 CAL-OSHA

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

XII.9 EXPORT COMPLIANCE

Awarded Vendor and Customer acknowledge that products licensed or sold under this 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.

[END]

MAR 12 2013

BY: AD:RC
Ex Officio Secretary

Board Meeting –March 12, 2013

Item VII. Consent Calendar Recommendations

- A. Award of Bid No. 12/13-1468, Standard School Supplies Workstations, Laptops and Peripherals

The Superintendent recommends that the County Board approve awards for Bid No. 12/13-1468, to the following vendors as the lowest, responsive bidders:

Vendors

Arey Jones (Dell Vendor)
XIT Solutions (HP Vendor)
PC Mall Gov. (Lenovo)

Education Code, Section 38110, directs the County Board of Education to establish rules and regulations under which any school district in the county may purchase standard school supplies. To give maximum legal authority for other school districts to use the contract, the bid cited not only Public Contract Code 20118, but also Education Code 38110, dealing with cooperatives and standard school supplies.

Board Regulation 3333R states that the Superintendent, in accordance with the rules and regulations established by the County Board, shall provide for the purchase of standard school supplies by any district in the county.

The Los Angeles County Office of Education (LACOE), acting on behalf of the school districts, annually prepares and awards contracts resulting from these bids, then offers them for “piggybacking” to districts and eligible California agencies. LACOE is participating with the California County Superintendents Educational Association's EdBuy program to publicize these contracts to other interested California agencies.

The Standard School Supplies for Workstations, Laptops and Peripherals bid was issued on November 21, 2012. Notification of the bid was published on November 21, 2012, and November 26, 2012, in the Long Beach Press Telegram, and November 23, 2012, and November 26, 2012, in the Los Angeles Daily Journal.

The bid closing date was December 13, 2012. The notice requesting bids was distributed to seven hundred twenty-three (723) potential vendors. Ten (10) vendors made the effort to respond to the bid.

A purchasing advisory committee analyzed the bids provided by the vendors and based on the review awards were recommended to the three (3) vendors listed above.

Agreements will be sent to the vendors outlining timelines, purchasing procedures, delivery instructions and other requirements after the awards are reported to the County Board of Education, the specific award information will be sent to the school districts. Districts must issue purchase orders from January 1, 2013 to December 31, 2013, to receive the Workstations, Laptops, and Peripherals for the awarded bid price, which includes all applicable catalogue discounts. This will be the initial term of the contract and we will have the option to extend it with two (2) separate one (1) year extensions.

FIRM NAME BROADWAY TYPEWRITER CO. INC DBA AREY JONES EDUCATIONAL SOLUTIONS

ADDRESS HEADQUARTERS : 1055 SIXTH AVE., STE 101, SAN DIEGO, CA 92101

LOS ANGELES DISTRIBUTION FACILITY : 520 SOUTH MATEO, LOS ANGELES, CA 90013

TELEPHONE (800) 998-9199 FAX NUMBER (800) 403-8828

CONTRACT SIGNATURE PAGE

Computer Workstations, Laptops and Peripherals

BID NO. #12/13-1468

BID CLOSING DATE: THURSDAY, DECEMBER 13, 2012, 3:00 P.M.

FOR THE

LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 IMPERIAL HIGHWAY
DOWNEY, CA 90242-2890
(562) 803-8478

BID ISSUED: NOVEMBER 20, 2012

BID FORM – CONTRACT SIGNATURE PAGE

Computer Workstations, Laptops and Peripherals

BID NO. #12/13-1468

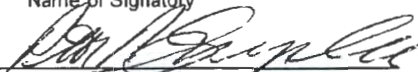
TO: Los Angeles County Office of Education
9300 Imperial Highway
Downey, California 90242-2890

1. Pursuant to and in compliance with the Invitation for Bidders, its Terms and Conditions, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposes and agrees to perform, within the time stipulated, everything required by the agreement for the amount herein set forth.
2. It is understood that the Los Angeles County Office of Education, hereinafter LACOE, reserves the right to reject this bid as specified in the Invitation to Bid and that the bid shall remain open and not be withdrawn for a period of one-hundred, twenty (120) days.
3. Bidders must comply with the brand identification and sample provisions of this bid.
4. Bidders certify, by affixing their signature below, that ALL of the products being offered or to be offered under this bid solicitation (including any item/brand substitutions which are offered) must be in full compliance with specifications and Terms and Conditions of the Invitation to Bid and applicable California law.

Dated: 12/10/12

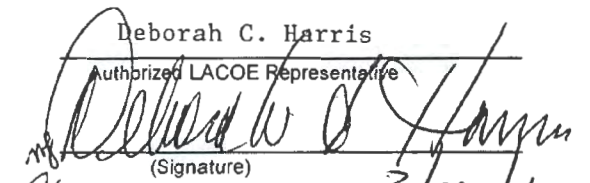
AREY JONES EDUCATIONAL SOLUTIONS
Name of Bidding Company

By PETER SCARPELLA
Name of Signatory


(Signature of Bidder)

ACCEPTED
LOS ANGELES COUNTY OFFICE OF EDUCATION

Dated: March 20, 2013

Deborah C. Harris
Authorized LACOE Representative

(Signature)
3/20/13

(When required)
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Telephone (213) 229-5300 / Fax (213) 229-5481

Sheila Robinson/Mike Esparza
L.A. CO OFFICE OF EDUC/PURCHASING
9300 E. IMPERIAL HIGHWAY
DOWNEY, CA - 90242

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:
BID1468

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the LOS ANGELES DAILY JOURNAL, a newspaper published in the English language in the city of LOS ANGELES, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/26/1954, Case No. 599,382. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/21/2012, 11/26/2012

Executed on: 11/26/2012
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature

This space for filing stamp only

DJ#: 2410957

LOS ANGELES COUNTY OFFICE OF
EDUCATION

NOTICE CALLING FOR BIDS

BID NUMBER: 12/13-1468

Computers, WORK stations, Laptops &
and Peripherals

Notice is hereby given that the LOS ANGELES COUNTY OFFICE OF EDUCATION (hereinafter referred to as LACOE), acting on the behalf of the school districts of Los Angeles County, including LACOE, will receive up to, but no later than 3:00 p.m. December 13, 2012, sealed bids for the award of Agreements for the purchase of major brand computer equipment, components, storage, related peripheral equipment and accessories as specified.

LACOE is cooperating with the EdBuy program, a consortium of California County Offices of Education, and intends that these bids be piggybackable by other education agencies and school districts throughout California as described in the bid documents.

Bids must be submitted electronically via the Epylon bidding system and a hard copy delivered to LACOE Interested suppliers must register at www.Epylon.com if not already a member of the Epylon supplier network. A paper copy of the electronic bid must also be printed out according to bid instructions and returned before the bid deadline to the Los Angeles County Office of Education, Procurement Services Section, located at Ed Center West, 12830 Columbia Way (formerly Clark Ave.), Cubicle 1201, Downey, California and marked to the attention of Mike Esparza, Buyer. Mailed bids are to be addressed to the Los Angeles County Office of Education, Attn: Procurement Services Section, Ed Center West, Cubicle 1201, 9300 Imperial Highway, Downey, California 90242-2890 and marked to the attention of Mike Esparza, Buyer.

Bid opening shall consist of opening the paper documents and the electronic bids and displaying them on a computer at 3:00 p.m. on December 13, 2012, at the Los Angeles County Office of Education, Ed Center West, located at 12830 Columbia Way (formerly Clark Ave.), Downey, California, 90242

Each bid must conform and be responsive to the bid documents, copies of which may be obtained by registering at www.Epylon.com.

No bidder may withdraw his bid for a period of one hundred twenty (120) days after the date set for opening of bids. LACOE reserves the right to reject all bids.

Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office
11/21, 11/26/12

DJ-2410957#



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LOS ANGELES CA 90060

FILE NO. 2410958

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit

11/23/2012, 11/26/2012

I certify (or declare) under the penalty of perjury that the foregoing is true and correct

Executed at Long Beach, LA Co. California,
this 28th day of November, 2012.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian Gardens, Huntington Park, La Mirada, Santa Fe Springs, Carson



(Space below for use of County Clerk Only)

Legal No. 0010270782

**LOS ANGELES COUNTY
OFFICE OF EDUCATION**

**NOTICE CALLING FOR
BIDS**

BID NUMBER: 12/13-1468

**Computers, WORK stations,
Laptops & and Peripherals**

Notice is hereby given that the LOS ANGELES COUNTY OFFICE OF EDUCATION (hereinafter referred to as LACOE), acting on the behalf of the school districts of Los Angeles County, including LACOE, will receive up to, but no later than 3:00 p.m. December 13, 2012, sealed bids for the award of Agreements for the purchase of major brand computer equipment, components, storage, related peripheral equipment and accessories as specified.

LACOE is cooperating with the EdBuy program, a consortium of California County Offices of Education, and intends that these bids be piggybackable by other education agencies and school districts throughout California as described in the bid documents.

Bids must be submitted electronically via the Epylon bidding system and a hard copy delivered to LACOE. Interested suppliers must register at www.Epylon.com if not already a member of the Epylon supplier network. A paper copy of the electronic bid must also be printed out according to bid instructions and returned before the bid deadline to the Los Angeles County Office of Education, Procurement Services Section, located at Ed Center West, 12830 Columbia Way (formerly Clark Ave.), Cubicle 1201, Downey, California and marked to the attention of Mike Esparza, Buyer. Mailed bids are to be addressed to the Los Angeles County Office of Education, Attn: Procurement Services Section, Ed Center West, Cubicle 1201, 9300 Imperial Highway, Downey, California 90242-2890 and marked to the attention of Mike Esparza, Buyer.

Bid opening shall consist of opening the paper documents and the electronic bids and displaying them on a computer at 3:00 p.m. on December 13, 2012, at the Los Angeles County Office of Education, Ed Center West, located at 12830 Columbia Way (formerly Clark

Ave.), Downey, California,
90242.

Each bid must conform and be responsive to the bid documents, copies of which may be obtained by registering at www.Epylon.com.

No bidder may withdraw his bid for a period of one hundred twenty (120) days after the date set for opening of bids. LACOE reserves the right to reject all bids.

Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office
11/23, 11/16/12
CNS-2410958#
PRESS TELEGRAM