

RESELLER AGREEMENT
Between Kings County Office of Education and Softchoice Corporation

This Reseller Agreement (“Agreement”) is made and entered into as of July 31, 2024, between the Kings County Office of Education, (“COE”) a public agency organized under the laws of California, and Softchoice Corporation, a corporation, organized under the laws of the State of New York, (“Contractor”) for the purpose of implementing a software purchase and license program for the public agencies. Contractor and COE may singularly be identified as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, COE wishes to obtain software licenses from Microsoft for the use and benefit of its faculty, staff (and students); and

WHEREAS, COE wishes to enter into a Volume Licensing Agreement with Microsoft for Volume Licensing Agreement software licenses; and

WHEREAS, Pursuant to the Volume Licensing Agreement with Microsoft, COE is required by Microsoft to retain an authorized reseller (“Reseller”) for the procurement of the software licenses and licensing support; and

WHEREAS, COE further desires the assistance of a Reseller in the implementation and administration of license procurement and licensing support; and

WHEREAS, COE published a Request for Proposal for a Reseller and selected Contractor as the successful candidate; and

WHEREAS, Pursuant to Public Contract Code section 20118 and the terms of this Agreement, other public agencies in the State of California may "piggyback" this agreement under the same terms and conditions found herein; and

NOW THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **Purpose of the Agreement**: Contractor shall procure licenses for Microsoft products and provide assistance to COE in support of these purchases.
2. **Definitions**: The following terms, as used herein, shall have the following meanings:
 - a. “Effective Date of the Agreement” shall mean the date when the Agreement has been fully executed by the Parties.
 - b. “Manufacturer” will mean Microsoft Corporation.
 - c. “Piggybacking of Contract” shall mean the ability of a school COE or eligible public agency to participate in the contract pursuant to the provisions of Public Contract Code section 20118.

3. **Documents Incorporated Into this Agreement**: The following documents shall be deemed incorporated and shall be referenced as being part of this Agreement:
 - a. COE's Request for Proposals
 - b. Pricing Schedule
4. **Term of Agreement**: The term of this Agreement shall be for three (3) years, commencing from the Effective Date of the Agreement. The parties may extend this Agreement by an additional two (2) terms of one (1) year each term.
5. **Pricing Information**: Contractor agrees that pricing provided in the Pricing Schedule shall not change for the term of this Agreement. Changes in Manufacturer's product selection are to take effect immediately upon the effective date of the Manufacturer's changes. Other changes to price lists and postings will take effect on the dates set by COE and the Contractor.
6. **Account Manager/Staffing**: Contractor will provide a regularly assigned Account Manager and adequate staffing to service and manage all aspects of the account in a timely and efficient manner.
7. **Account Staff Quality**: Members of the Contractor support team shall be thoroughly trained and experienced in the requirements and processes related to Microsoft agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions. At COE's request, Contractor shall provide additional training as needed to ensure adequate support is provided to COE.
8. **Full Scope Software Support**: Contractor shall provide and support the electronic software distribution program for students, faculty, and staff, in support of student option benefits, Office Pro Plus benefit and other qualifying academic licensing benefits.
9. **Microsoft Authorized Reseller**: It shall be a condition of this Agreement that the Contractor is and shall remain a Microsoft-authorized Reseller ("Reseller"). The failure of the Contractor to remain a Microsoft-authorized Reseller shall be a material breach of the Agreement and the COE may terminate the Agreement.
10. **Initial Microsoft Implementation**: Contractor shall execute the numerous enrollment options available from Microsoft. Contractor shall thoroughly review the provisions of the Microsoft agreement, submit an executed Enrollment Agreement and obtain an Enrollment Number, prior to placing an order under this Agreement.
11. **Initial Customer Enrollment**: Contractor shall work closely COE and ensure the required documentation is in place as needed. Contractor shall be responsible for servicing and administering enrollment under the agreement, ensuring prompt processing of enrollment forms, and insuring enrollment conforms to the requirements of the Microsoft agreement.

12. Piggybacking, E-Rate and K12 Voucher: Contractor shall be conversant in assisting COE to make contracts or payments under the alternative processes listed below:

- a. *Piggybacking*: Public agencies who elect to participate contractually in the Program through a contract process called “Piggybacking.”
- b. *E-Rate*: COE may also attempt to receive further discounting through the E-Rate process. Contractor will assist COE in modifying the Program to reflect the Piggybacking and E-Rate processes. Contractor shall have, at the time this contract is signed, a current USAC Service Provide Identification Number (“SPIN”) and agree to keep their SPIN current for each year of the term of this Agreement.

13. Incidental and Accessory Duties: Contractor shall perform all other necessary incidental and accessory duties as needed to fulfill its duties under this Agreement.

14. Indemnity and Warranty Disclaimer: Each party, as indemnitor, agrees to indemnify, defend, and hold harmless the other party and its affiliates and their respective officers, directors, trustees, agents, servants and employees with respect to all losses, damages, costs, charges, demands and expenses (including attorney’s fees), arising out of or resulting from a third-party claim, suit or proceeding based on: (i) such Party’s breach of any representation or warranty set forth in this Agreement; or (ii) Any such Party’s breach of any obligation under this Agreement. An indemnifying party shall not be required to indemnify any Party who is determined by final judgment to be solely at fault. COE acknowledges that Contractor has no control over the technology of the Manufacturer, and therefore cannot indemnify COE for claims that the software infringes any patent, copyright, trademark, trade secret or other intellectual property right. Contractor will pass through to COE any indemnities provided to Contractor by the Manufacturer, provided that such transfer is permitted by the Manufacturer. COE acknowledges that Contractor is not the manufacturer of the products and the only warranties offered are those that may be offered by the Manufacturer. Contractor shall pass through to COE any warranties provided to Contractor by the applicable Manufacturer, provided that such transfer is permitted by such Manufacturer. In purchasing the products, COE is relying on the Manufacturer's specifications only. **CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATED TO PRODUCTS SOLD UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.**

15. Modification of Agreement: This Agreement may be modified only by an agreement in writing between the Parties.

16. Non-Endorsement: Contractor shall not use COE’s name or the Program in marketing products or services to parties not covered by this Agreement in a way which states or implies that COE endorses a particular product or service of the Contractor.

17. Breach of Agreement: Any material breach of the terms and conditions of this Agreement by the Contractor, which is not remedied within ten (10) days of receipt of written notice from COE, shall allow COE to terminate the agreement for cause.

18. Termination of Agreement: COE reserves the right to cancel the Agreement for its convenience, upon ninety (90) days notice to Contractor. In such event, the contractor's recourse shall be limited to its actual costs and in no instance shall damages include lost profits or consequential damages.

19. Proof of Insurance:

a. Contractor shall obtain Commercial and General Liability Insurance with a per occurrence minimum limit of \$1,000,000 and \$2,000,000, aggregate.

b. Within ten (10) days of the execution of this Agreement, and prior to commencing work under this Agreement, Contractor shall have obtained all insurance and endorsements for such insurance and delivered them to COE in duplicate for approval by COE. Endorsements and insurance policies shall not be canceled or reduced in required limits of liability or amounts of insurance, without Contractor providing COE at least thirty (30) days' written notice of any such cancellation or reduction. Endorsements shall state in particular, those insured, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

20. Limitation of Liability: Neither party will be liable to the other for special, punitive, indirect, incidental or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of assets, provided however that for the avoidance of doubt, damages arising in connection with obligations of indemnification hereunder shall be deemed to be direct damages for which recovery shall not be barred by this paragraph. COE AGREES THAT CONTRACTOR'S TOTAL AND AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE SUFFERED OR INCURRED BY COE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT IS HEREBY LIMITED TO THE DOLLAR AMOUNT PAID BY COE FOR THE PRODUCT GIVING RISE TO THE CLAIM.

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

22. Waiver: Unless otherwise agreed to in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. Notice and Service: All notices from one party to the other under this Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized

representative of such party. All notices shall be delivered or sent to the parties at their respective addresses or numbers shown below as a party may designate by prior notice, in accordance with this provision to the other party. Notice shall be by both email and hard copy in the United States mail.

If to Contractor:

Softchoice Corporation
173 Dufferin St. Suite 200
Toronto ON M6K 3H7 Canada
Attn: Legal Department

If to COE:

Edward Bonham, Chief Technology Officer
1144 W. Lacey Blvd.
Hanford, CA 93230
edwardb@kingscoe.org

- 24. Assignment:** This Agreement is not assignable by the Contractor without COE's prior written consent, which consent will not be unreasonably withheld. The Assignee shall first provide COE a written notice that it will agree to be bound by the terms and conditions of this Agreement. Any purported assignment of this in violation of this Section shall be null and void and shall constitute a material breach of this Agreement.
- 25. Arbitration of Disputes:** If any dispute should arise under this agreement, it is agreed that COE and Contractor shall meet first to review and negotiate in good faith their differences. If the parties cannot resolve their dispute informally, the dispute shall be determined by binding arbitration, administered by Judicial Arbitration and Mediation Service ("JAMS") in Los Angeles, California, pursuant to its Comprehensive Arbitration Rules and Procedures or Streamlined Arbitration Rules (as determined pursuant to these rules according to the amount in controversy.) An action to enforce the arbitration ruling may be brought in any court in California having jurisdiction.
- 26. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of California and all disputes shall be and venue shall be exclusively in the federal and or state courts located in Kings County, California.
- 27. Integration Clause:** This Agreement, (including all of the documents attached hereto or specified herein), represents the entire agreement of the Parties and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 28. Severability:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared or held illegal or void, in whole or in part for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the

reminder of the Agreement, and such provision shall be deemed amended or modified to the extent, but only to the extent, necessary to cure such illegality or invalidity.

29. Execution in Counterpart: This Agreement may be executed in counterpart.

30. Governing Board Approval: This Agreement is subject to approval by the Governing Board of the Kings County Office of Education, and does not become effective until and unless such approval is obtained.

Signed by each party's authorized representative:

KINGS COUNTY OFFICE OF EDUCATION

Edward L Bonham

By: Edward L Bonham

Title: Chief Technology Officer

Date: July 3, 2024

SOFTCHOICE CORPORATION

Danielle Ryterband

By: Danielle Ryterband

Title: Director, legal & privacy

Date: Jul 3, 2024
 , 2024

618-1/4529927.1






KCOE Reseller Agreement-2024-2029

Final Audit Report

2024-07-03

Created:	2024-07-03
By:	Ayesha Jabbar (ayesha.jabbar@softchoice.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgU_BXTV_3N1w7aNDKbI7wCzkJWWchFMx

"KCOE Reseller Agreement-2024-2029" History

-  Document created by Ayesha Jabbar (ayesha.jabbar@softchoice.com)
2024-07-03 - 8:44:58 PM GMT- IP address: 70.54.79.79
-  Document emailed to Danielle Ryterband (danielle.ryterband@softchoice.com) for signature
2024-07-03 - 8:45:33 PM GMT
-  Email viewed by Danielle Ryterband (danielle.ryterband@softchoice.com)
2024-07-03 - 9:03:22 PM GMT- IP address: 99.225.65.236
-  Document e-signed by Danielle Ryterband (danielle.ryterband@softchoice.com)
Signature Date: 2024-07-03 - 9:03:43 PM GMT - Time Source: server- IP address: 99.225.65.236
-  Agreement completed.
2024-07-03 - 9:03:43 PM GMT

**REQUEST FOR PROPOSALS
PROJECT NO. 2024-04
MICROSOFT PRODUCTS – COE-WIDE**

The Kings County Office of Education ("COE") seeking proposals from a Microsoft-authorized Licensing Solutions Provider ("LSP" or "Contractor") to provide specified Microsoft Products and Professional Services.

PROPOSAL DUE DATE: MAY 22, 2024 AT 10:00 AM

All inquiries concerning the project should be directed via email to:

Edward Bonham, Chief Technology Officer, at edwardb@kingscoe.org.

It is mandatory that all contractors wishing to provide a proposal on this project shall deliver their proposals to Kings County Office of Education, no later than May 22, 2024 at 10:00 am. Proposals received after the due date or other locations will not be accepted.

Time is of the essence. The COE reserves the right to reject any and all submissions, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process. The Contractor's submission of a proposal is recognition of this right. The award of a contract, if made by the COE, will be by action of the Governing Board.

All written requests for clarification regarding the scope of work or contract terms and conditions as stated in the RFP must be received in writing before May 8, 2024 at 10:00 am. Submit all requests for clarification to Edward Bonham, Chief Technology Officer, 443 Greenfield Ave. Hanford, CA 93230, or via email to edwardb@kingscoe.org. If the substituted term or condition is acceptable, the COE will approve it in an Addendum issued to all bidders of record.

1. Introduction

1.1 Objective:

The COE seeks to obtain Products and Professional Services through the Microsoft Volume Licensing Programs, as well as the use rights for Software Products, as found in the "Product Terms" published March 1, 2024 to support a Microsoft Academic Volume Licensing program. A copy of the Product Terms can be found at <https://www.microsoft.com/en-us/licensing/product-licensing/products>.

Microsoft requires an authorized Licensing Solutions Provider ("LSP") to be awarded and administer the Microsoft Academic Volume Licensing program. Therefore, the purpose of this Request for Proposal ("RFP") is to establish a contractual relationship with a LSP to serve the purpose of consulting, procuring, supporting, and distributing Microsoft academic volume licensing, products, and services to the COE pursuant to Public Contract Code section 20118.2. A copy of the draft Reseller Agreement is available upon request.

LSP must be able to meet or exceed the requirements for the products and services described herein. The COE is seeking a single LSP to support and deliver all licensing programs. As will be stated below, this RFP contemplates a "piggyback" contract. As a result, other public agencies may make orders based on the contract. The selected LSP will assist in providing information about the Microsoft products, and assist the COE and interested purchasers in the acquisition and administration of the purchased Microsoft products. LSP shall appoint a primary representative to work with the COE's representative and the designated representative of those agencies that purchase pursuant to the piggybacking provision of the agreement ("Participants").

General considerations and recommendations to keep in mind:

- The COE seeks a LSP that will create a positive and productive experience for COE and the public agencies that shall purchase these services. Therefore, criteria other than price will be considered when selecting a LSP.
- Customer support, training, & communication by the LSP with California public agencies will be held in high regard as it will result in better customer experience and satisfaction, as well as increased efficiency and return on investment for Participants' technology needs.
- The LSP should have a proven track record and references demonstrating management and support of projects of similar size and scope.

The Microsoft Academic Volume Licensing program includes the products as set forth in Exhibit "A" hereto.

The contract award will be made on a "Best Value" basis as will best serve the needs of the COE and other public agencies.

1.2 Products and Services Sought:

The COE seeks pricing for Enrollment for Education (EES) products. In addition to pricing for the itemized products listed below, the COE anticipates the need for additional products from the Microsoft EES catalog. The sampling of prices will be used as an index to evaluate the bid for procurement of all Microsoft businesses and services as a whole.

Enrollment for Education Solutions

<p>This is a sample of the Microsoft Products to be submitted during the RFP response. Reseller will be required to sell all products eligible under the Enrollment for Education Solutions with the same level of discounts for each SKU below Microsoft's published or agreed upon on price. This is not an all-inclusive list of eligible SKUs sold within this program.</p> <p>*Note: any incremental discounts directly from Microsoft must be transferred to the customer.</p>		2% Admin Fee to Owner	% LSP Margin	Level C Price ***	Level D Price ***
Cost + Margin					
N/A	Cost + Margin on all SKUs included in the program				
Baseline packages					
AAD-38391	M365 EDU A3 ShrdSvr ALNG SubsVL MVL Per User				
AAD-38400	M365 EDU A5 ShrdSvr ALNG SubsVL MVL Per User				
AAD-38401 *	M365 EDU A5 Step-up From ShrdSvr ALNG SubsVL MVL Per User				
Server Options **					
9GS-00495	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic				
9GS-00128	CISSteDCCore ALNG LicSAPk MVL 16Lic CoreLic				
9GA-00006	CISSteStdCore ALNG LicSAPk MVL 2Lic CoreLic				
9GA-00308	CISSteStdCore ALNG LicSAPk MVL 16Lic CoreLic				
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic				
9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic				
9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic				
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic				
359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL				
228-04437	SQLSvrStd ALNG LicSAPk MVL				
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic				
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic				
Services					
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit				
N/A	Consumed Azure Services				
	M365 Co-Pilot				

1.3 Scope of Work:

The following describes the expected scope and requirements to be carried out by the LSP that is awarded the contract pursuant to this RFP. LSPs are required to indicate their ability to satisfy the requirements as detailed below:

- a) Only proposals from Microsoft authorized Licensing Solutions Provider Resellers (LSP) will be considered. The LSP must have a very good relationship with Microsoft.
- b) The LSP will provide Microsoft software products and related LSP services for the Microsoft Academic Volume Licensing program to the COE and Authorized Users.
- c) The LSP will be required to work closely with the COE and ensure the required documentation is in place as needed. Participants will subscribe to a product baseline packages with the option to add a variety of other products.
- d) The LSP will be required to execute the numerous enrollment options available from Microsoft. The LSP is required to thoroughly review the provisions of the Microsoft agreement, submit an executed enrollment agreement and obtain an enrollment number, prior to placing orders under this contract.
- e) The LSP will provide all sales, support, management and reporting services required to process and account for Authorized User requests for Microsoft software products and LSP services under the applicable Microsoft software licensing agreement.
- f) The LSP will act as the primary liaison for the COE and therefore will assign a dedicated sales team specific to the COE, including representatives residing in California, tele-presence team members available during California business hours, and Microsoft licensing and technical specialists.
- g) The LSP will be responsible for servicing and administering each enrollment underneath the agreement, ensuring prompt processing of all enrollment forms, and ensuring each enrollment is properly placed pursuant to the Microsoft Academic Volume Licensing program.
- h) The LSP will provide requested written and/or oral contract quotations to Authorized Users, which shall include at a minimum:
 - i. Microsoft Product Number
 - ii. Microsoft Product Name
 - iii. Quantity
 - iv. Price
- i) The LSP will promptly report all orders to Microsoft in accordance with the provisions in the applicable agreement.

j) The LSP will generate and issue electronic and paper copy “Order Confirmation Reports” for each software product (i.e. license and/or maintenance) ordered by the COE and Authorized Users. This report will be issued for purchases, including those orders that may be aggregated on a single purchase order document, and provided to Authorized Users within 15 days after request and should include, at a minimum:

- i. The name of Authorized User (ordering entity)
- ii. Authorized User’s purchase order number to LSP
- iii. Microsoft Master Agreement Number
- iv. Microsoft Enrollment Number
- v. Microsoft product number and quantity ordered
- vi. Microsoft product description (Software language and/or version number)

k) The LSP must provide and support the electronic software distribution program for students, faculty and staff in support of student option, work at home rights, and home use program.

l) This RFP contemplates a "piggyback" contract, whereby other public agencies may make orders based on this contract. The selected LSP will assist in providing information about the Microsoft products, and assist interested purchasers in the acquisition and administration of the Microsoft products. It is required that members of this team be thoroughly trained and experienced in the requirements and processes related to Microsoft academic licensing programs, related software assurance benefits, and Microsoft products and solutions.

1.4 Period of Performance:

The COE is seeking proposals that are based upon a three (3) year contract term, with the option to extend for two additional one (1) year terms. The initial contract term shall start on or about August 1, 2024. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form, and shall include any requests and justifications for adjustment in compensation. If Contractors can provide “better” rates by extending the length of the contract, please provide this option as part of your RFP response.

1.5 Piggybacking:

The COE intends to make this contract available to members of the California education community pursuant to Public Contract Code sections 20118 and 20652. By responding to this RFP, Contractor agrees to allow the COE and other public agencies in the State of California to purchase items found in the Microsoft catalog, including products that are not explicitly stated in the pricing matrix found in the Request for Proposal on the same terms and conditions during the term of the contract, and any extension thereof. Public agencies may order additional items in quantities of one or more. Any liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the agency placing the order.

1.6 Reservation of Rights:

COE reserves the right to award all, none, or select portions of this RFP to one or multiple contractors. COE reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process.

COE reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the COE website. In the event COE shall modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any LSP shall be deemed to include any and all modifications reflected in any addenda issued.

COE reserves the right to conduct a background inquiry of the selected LSP which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, LSP consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

COE shall have the right to negotiate any and all of the final terms and conditions of any contract with LSP and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between COE and any LSP; (ii) create any obligation for COE to enter into a contract with any firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

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

2. Proposal Instructions

2.1 Proposal Form and Deadline:

Proposals are to be clearly marked as follows:

PROJECT NO. 2024-04 – MICROSOFT PRODUCTS – COE-WIDE

Proposals, together with any additional materials as required shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the Contractor's name, the proposal designation and the date and time for opening of proposals. Contractor is solely responsible for

ensuring that proposals are received by the deadline. In accordance with Government Code section 53068, any bid received after the deadline shall be returned to the bidder unopened.

Proposals shall be submitted to:

Edward Bonham
 Chief Technology Officer,
 443 Greenfield Ave.
 Hanford, CA 93230

Proposals must be received by no later than May 22, 2024 at 10:00 am and include the following:

- Master Bound Hardcopy Proposal in a binder that allow for easy removal of pages
- Additional Bound Hardcopy Proposal in a binder that allow for easy removal of pages
- Electronic Proposal on Flash Drive

PROPOSALS SENT VIA EMAIL WILL NOT BE ACCEPTED

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

2.2 Calendar of Events:

Event	Details	Date
RFP Posted	www.kingscoe.org	May 3, 2024
RFP Advertised	https://hanfordsentinel.com	
Last Day to Submit RFIs/Questions	Edward Bonham Chief Technology Officer, 443 Greenfield Ave. Hanford, CA 93230 edwardb@kingscoe.org	May 10, 2024 10:00 am
Responses to Questions/RFIs posted	www.kingscoe.org > 72 hrs prior to Bid Open	May 17, 2024
Proposal Submission Deadline		May 22, 2024 10:00 am
Intent to Award Posted	www.kingscoe.org	May 31, 2024
Protest Deadline	5:00 p.m. on 3rd business day following bid opening date	June 6, 2024
Board of Education Action		June 12, 2024

All dates subject to change at the sole discretion of COE. Please continue to check our website throughout the proposal and selection periods for updates.

A Contractor may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to the designated COE contact, signed by the Contractor or authorized agent. The Contractor may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

2.3 Proposal Submission Checklist:

- € Contractor Proposal
- € Pricing Sheet
- € References
- € Acknowledgement of Amendments to RFP
- € Contractor Certification
- € Piggyback Clause
- € Non-Collusion Declaration
- € Debarment Certification
- € Drug Free Workplace Certification (optional with submission, required upon notification of award)
- € W-9 (optional with submission, required upon notification of award)

2.4 Request for Information (RFI):

Contractor is responsible for submitting a written request for interpretation ("RFI") or correction by the RFI/Question deadline specified above. There shall be no verbal understandings or clarifications recognized by the COE. Any interpretation or correction will be posted on the COE's website, and the interpretation of the COE shall prevail. Contractor is responsible for monitoring the website for RFI Responses, RFP Amendments, changes, updates, revisions and/or uploaded documents. Contractor's submittal of a proposal without a written request for interpretation or correction shall be irrefutable evidence that Contractor has determined all documents are sufficient and that the Contractor is capable of delivering the items and services in accordance with the documents and within COE timelines.

2.5 Signature:

All required documents must bear the signature of the person or persons duly authorized to bind Contractor.

2.6 Protests:

In order to be considered, written protests containing the proposal number must be submitted within five (5) days of posting the Intent to Award. Protests must be on the following grounds to be considered:

- COE failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto; or
- A conflict of interest as provided in Cal. Government Code section 87100, et seq. exists; or
- State or federal law has been violated.

COE will endeavor to provide a written response to the protesting Contractor within six (6) calendar days.

2.7 Proposal Preparation Costs:

All costs incurred to prepare Contractor's proposal shall be the sole responsibility of Contractor and will not be reimbursed by the COE.

2.8 Public Records Act

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its proposal, during the procurement process, and during the course of any work awarded shall become the exclusive property of COE and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). COE's use and disclosure of its records are governed by this Act.

COE will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. COE will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will COE be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at COE's discretion, be deemed non-responsive; and such information shall be deemed public records. COE will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless COE in such litigation. COE reserves the right to withhold information for review by competitors until after it has completed its evaluation.

3. Proposal Requirements and Contents

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of PROJECT NO. 2024-04 – MICROSOFT PRODUCTS – COE-WIDE. By submitting a

proposal, Contractor agrees that it is capable and will comply with the requirements specified in section 1.2, Scope of Work.

Only proposals meeting COE requirements for current service availability, performance and quality as contained in this RFP will be considered. Consideration will be given to financial standing and general competency of Contractor for the performance of the services, including Contractor's experience and facilities, conduct and performance under other contractor's, financial condition, reputation in the industry and other factors which could affect performance of the services. Following the award of contract, the successful Contractor may not alter the pricing or scheduling options without the written approval of the COE.

Contractor's proposal shall include at least the following information:

3.1 General:

- a) State whether you are Microsoft-authorized Licensing Solutions Provider (LSP).
- b) Number of years as a Microsoft-authorized Licensing Solutions Provider (LSP).
- c) Describe your relationship with Microsoft.
- d) Describe your familiarity and experience executing numerous enrollment options available from Microsoft.
- e) Describe any experiences you have had with other companies as their reseller. Your answer should include the identification of the name of the company for which you served as the reseller and your duration as a reseller.
- f) Describe your experience with public agency projects, including public school districts.

3.2 Experience:

- a) State the number of similar projects maintained by your firm in the past five (5) years.
- b) Describe your familiarity and experience with comparable projects in the K-12 customer market.
- c) Describe your familiarity and experience with sales, support, management and reporting services required to process and account for requests for Microsoft software products and LSP services under a Microsoft Academic Volume Licensing program.
- d) Describe your familiarity and experience with providing and supporting the electronic software distribution program for students, faculty and staff in support of student options, work at home rights, and home use program.
- e) Describe the total number of similar statewide or large programs (not using subcontractors) that match the scope of work specified for this project in the last three years.
- f) Describe the experience and qualifications of your staff that shall be assigned to this project.
- g) Describe the training and experience of your sales team, including representatives residing in California, tele-presence team members available during California business hours, and Microsoft licensing and technical specialists. Describe your sales team's experience with Microsoft academic licensing programs, related software assurance benefits, and Microsoft products and solutions.

3.3 Service:

- a) Describe your Help Desk operations, including hours of operation, expected response time, and staffing levels.
- b) Describe your Ordering Process.

- c) Describe the level of service and support available to COE and other public agencies participating in this contract.
- d) Describe all other value added services to be provided to the COE and other public agencies that may choose to purchase off of this piggyback contract.
- e) Specify your warranty for the software. Note: Contractor must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the COE for a period of four (4) years.

3.4 Pricing:

- a) Provide price for the software and services identified in paragraph 1.2 above, including all taxes and fees in the format specified below. Note: Costs not identified by the Contractor in the bid submission shall be borne by the Contractor and will not alter the requirements identified in this solicitation. Because other public agencies in the State of California may purchase items pursuant to the resulting contract, Contractor should provide any pricing based upon the volume of licenses sought (tiered pricing). The "price" category will be decided primarily by the prices submitted in response to the products listed below. However, the COE will base a portion of its pricing score on prices submitted for the remaining products in the Volume Licensing product line.

Enrollment for Education Solutions

This is a sample of the Microsoft Products to be submitted during the RFP response. Reseller will be required to sell all products eligible under the Enrollment for Education Solutions with the same level of discounts for each SKU below Microsoft's published or agreed upon on price. This is not an all-inclusive list of eligible SKUs sold within this program.

*Note: any incremental discounts directly from Microsoft must be transferred to the customer.

2% Admin Fee to Owner

% LSP Margin

Level C Price ***

Level D Price ***

Cost + Margin

N/A Cost + Margin on all SKUs included in the program

Baseline packages

AAD-38391 M365 EDU A3 ShrdSvr ALNG SubsVL MVL Per User

AAD-38400 M365 EDU A5 ShrdSvr ALNG SubsVL MVL Per User

AAD-38401 * M365 EDU A5 Step-up From ShrdSvr ALNG SubsVL MVL Per User

Server Options **

9GS-00495 CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic

9GS-00128 CISSteDCCore ALNG LicSAPk MVL 16Lic CoreLic

9GA-00006 CISSteStdCore ALNG LicSAPk MVL 2Lic CoreLic

9GA-00308 CISSteStdCore ALNG LicSAPk MVL 16Lic CoreLic

9EA-00039 WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic

9EA-00271 WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic

9EM-00265 WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic

9EM-00562 WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic

359-00765 SQLCAL ALNG LicSAPk MVL DvcCAL

228-04437 SQLSvrStd ALNG LicSAPk MVL

7JQ-00341 SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic

7NQ-00302 SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic

7NQ-00302 SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic

7NQ-00302 SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic

Services

6QK-00001 AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit

N/A Consumed Azure Services

M365 Co-Pilot

3.5 References:

Contractor Name:	
Contractor shall provide information on at least one (1) and preferably a minimum of three (3) ACTIVE contracts within the last three years similar in size, scope, and technical complexity to the Scope of Work of this RFP. The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.	

ACTIVE CONTRACT REFERENCE 1	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

ACTIVE CONTRACT REFERENCE 2	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

ACTIVE CONTRACT REFERENCE 3	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	

Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

Inactive References

Contractor Name:	
Contractor shall provide information on at least one (1) and preferably a minimum of two (2) INACTIVE contracts within the last three years similar in size, scope, and technical complexity to the Scope of Work of this RFP. The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.	

INACTIVE CONTRACT REFERENCE 1	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	
Justification for Inactivity:	

INACTIVE CONTRACT REFERENCE 2	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	
Justification for Inactivity:	

4. Evaluation Criteria

The COE shall be the sole judge as to the requirements needed for the requested software and services. The COE will evaluate and select the winning bid based on the following criteria:

- a) **Price** – Price will be the highest weighted factor, but it is not the only factor.
- b) **Accuracy of Bid or Bid Response** – The COE will evaluate the bid response for completeness, amendments, exceptions and conformity to bid as specified or alternate to specified.
- c) **Other Value Added Services** – The COE will be evaluating the Contractor’s other value added services to be provided as a part of this service.
- d) **Experience** – The COE will evaluate Experience based on the following criteria:
 - i. Total Number of like statewide or large programs (not using subcontractors) that match the scope of work specified for this project in the last three years.
 - ii. Experience and qualifications of the Contractor’s staff that shall be assigned to this project.
- e) **Qualifications** – The COE will evaluate Qualifications based on the following criteria.
 - i. Number of years as a Microsoft-authorized Licensing Solutions Provider (LSP).
 - ii. Experience with public agencies, including public school districts.
 - iii. Number of similar projects maintained.
 - iv. Number and quality of references provided.
 - v. Help Desk Operations.
 - vi. Ordering Process.
 - vii. Service and Support.
- f) **Service** – The COE will evaluate Service based on the following criteria. It should be noted that under unusual circumstances, an answer to a particular question or series of questions may render a Proposer unqualified to perform the work. For example, a proposer may indicate that it has no relevant experience in the LSP field. Under such circumstances the response and the Proposer may be found to be unqualified. In such a circumstance the COE will make such a written finding.

Selection Criteria	Weight*
Price	30.0%
Accuracy of Bid Response	20.0%
	20.0%
Experience	10.0%
Qualifications	10.0%
Service	10.0%
	100%

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

Contractor hereby acknowledges receipt of any and all amendments to the RFP.

Amendment No.	Date Published	Date Received

By: _____

Date: _____

Name: _____

Title: _____

Name of Contractor: _____

CONFLICT OF INTEREST REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Contractor with the authority to submit a Proposal on behalf of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete BID and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Contractor certifies that no employee of its firm has discussed, or compared the Proposal with any other Contractor or COE employee, and has not colluded with any other Contractor or COE employee.
- If the Contractor's Proposal is accepted by the COE, the Contractor will enter into a contract with the COE to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the COE and the Contractor.

THE COE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

I hereby certify that I am submitting the attached Proposal on behalf of [*Specific Entity Submitting Proposal*]. I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Contractor understands and does not dispute any of the contents of the BID (except as may be noted in the Proposal).

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

Contractor Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

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

PIGGYBACK CLAUSE

Pursuant to Public Contract Code section 20118, other public agencies in the State of California may purchase identical items under the price, terms and conditions of this bid for the term specified by the Kings County Office of Education.

OPTION GRANTED: _____

OPTION NOT GRANTED: _____

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city],[state].

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

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

The _____ [Firm Name/Principal]

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

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

THE PRIMARY PARTICIPANT _____ Firm
Name/Principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS
OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE
APPLICABLE THERETO.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

I also understand that if the COE determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

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

Name of Contractor: _____

Signature

Date

Print Name

Title

W-9

Current version available at: <https://www.irs.gov/forms-pubs/about-form-w-9>

618-1/4497997.1

KINGS COUNTY OFFICE OF EDUCATION

NOTICE OF AMENDMENT

RFP NO. 2024-04

MICROSOFT PRODUCTS: COE WIDE

Please take notice that this Amendment shall modify Section 2.2 as follows:

Event	Details	Date
Last Day to Submit RFIs/Questions	Edward Bonham Chief Technology Officer, 443 Greenfield Ave. Hanford, CA 93230 edwardb@kingscoe.org	May 17, 2024 (10:00 a.m.)
Responses to RFIs/Questions	COE website > 72 hrs. prior to Bid Open	May 20, 2024
Proposal submission deadline		May 22, 2024 (10:00 a.m.)
Intent to Award posted	COE website	May 31, 2024
Protest Deadline	5:00 p.m. on 3rd business day following bid opening date	June 6, 2024 (5:00 p.m.)
Board of Education Action		June 12, 2024

All other provisions of the RFP shall remain the same.

KINGS COUNTY OFFICE OF EDUCATION

NOTICE OF SECOND AMENDMENT

RFP NO. 2024-04

MICROSOFT PRODUCTS: COE WIDE

Please take notice that this Amendment shall modify Section 2.2 as follows:

Event	Details	Date
Last Day to Submit RFIs/Questions	Edward Bonham Chief Technology Officer, 443 Greenfield Ave. Hanford, CA 93230 edwardb@kingscoe.org	May 17, 2024 (10:00 a.m.)
Responses to RFIs/Questions	COE website > 72 hrs. prior to Bid Open	May 22, 2024
Proposal submission deadline		May 27, 2024 (10:00 a.m.)
Intent to Award posted	COE website	May 31, 2024
Protest Deadline	5:00 p.m. on 3rd business day following bid opening date	June 6, 2024 (5:00 p.m.)
Board of Education Action		June 12, 2024

The modification in schedule will allow more time for Vendors to pose questions and have them answered by KCOE. All other provisions of the RFP shall remain the same.

KINGS COUNTY OFFICE OF EDUCATION

NOTICE OF THIRD AMENDMENT

RFP NO. 2024-04

MICROSOFT PRODUCTS: COE WIDE

Please take notice that this Amendment shall make two modifications to the RFP, First, Section 2.2 will be changed to provide an additional day for a Proposal to be submitted, as indicated below:

Event	Details	Date
Last Day to Submit RFIs/Questions	Edward Bonham Chief Technology Officer, 443 Greenfield Ave. Hanford, CA 93230 edwardb@kingscoe.org	May 17, 2024 (10:00 a.m.)
Responses to RFIs/Questions	COE website > 72 hrs. prior to Bid Open	May 22, 2024
Proposal submission deadline		May 28, 2024 (10:00 a.m.)
Intent to Award posted	COE website	May 31, 2024
Protest Deadline	5:00 p.m. on 3rd business day following bid opening date	June 6, 2024 (5:00 p.m.)
Board of Education Action		June 12, 2024

Second, when COE responds to the RFIs/Questions on May 22, 2024, COE shall also provide a copy of the Reseller Agreement.

All other provisions of the RFP shall remain the same.