

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: November 19, 2020
Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements Approval/Ratification of Other Agreements Approval of Bid Awards Approval of Declared Surplus Materials and Equipment Change Notices Notices of Completion
<ul> <li>□ Information Item Only</li> <li>□ Approval on Consent Agenda</li> <li>□ Conference (for discussion only)</li> <li>□ Conference/First Reading (Action Anticipated:)</li> <li>□ Conference/Action</li> <li>□ Action</li> <li>□ Public Hearing</li> </ul>
<u>Division</u> : Business Services
Recommendation: Recommend approval of items submitted.
Background/Rationale:
Financial Considerations: See attached.
<u>LCAP Goal(s)</u> : College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

# **Documents Attached:**

- 1. Grants, Entitlements, and Other Income Agreements
- 2. Expenditure and Other Agreements
- 3. Recommended Bid Awards Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor New Grant Amount SOCIAL EMOTIONAL LEARNING ☐ Yes Rockefeller Philanthropy \$200,000 A21-00045 No, received grant in 2017/18 10/1/20 - 6/30/22: Social Emotional Learning funds will be used to increase social and emotional connections and cultivate a community of belonging for students, staff, and families in Sacramento City Unified School District, and to disrupt inequities in relationships and connections for our most vulnerable students and families. The funds will benefit all middle and high school students districtwide. Expected outcomes of the grant are increased empathy and connectedness for all participants as measured by pre/post survey polls. STUDENT SUPPORT SERVICES ☐ Yes California Department of Education \$1,554,510 A21-00044 ☑ No, received grant in 2017/18 7/1/20 - 6/30/23: Funding from the Learning Communities for School Success Program will be used to address student attendance and engagement including the state metric of chronic absenteeism. We will utilize funds to build upon the prior Be HERE grant initiative and establish a Student Attendance and Engagement Office which will use an MTSS framework to support sites and establish system-wide practices. Including: Using actionable data to identify and implement Tier I, Tier II and Tier III strategies and interventions Creating system-wide messaging around attendance and engagement in all home languages And supporting students and families in removing barriers to good school attendance and positive engagement **EXPENDITURE AND OTHER AGREEMENTS Restricted Funds** Contractor Description **Amount** FACILITIES SUPPORT SERVICES 11/19/20 - Purchase and installation of classroom ICU Technologies, Inc. \$1,441,294 R21-01618 functionality locks, storeroom functionality locks, along Measure Q with associated cylinders, housings and door closers at 20 Funds elementary schools to provide enhanced security. Sites Utilizing GSA Contract include: Bowling Green Chacon, Bowling Green McCoy, #47QSWA18D003K Camellia, Capital Collegiate Academy (Freeport), Cesar Chavez, Edward Kemble, Elder Creek, Ethel I. Baker, **New Contract:** H.W. Harkness, John Bidwell, John D. Sloat, John Morse, John Still, Mark Hopkins, Nicholas, Pacific, Parkway, Peter □ No Burnett, Susan B. Anthony, and Woodbine. Locks allow school site staff the ability to lock down classrooms without having to open doors in the event of an intruder on

campus. Currently, the majority of District classroom doors

can only be locked from the outside. Providing staff the ability to lock the doors from the inside reduces the risk of coming in contact with an intruder. In addition, the key cylinders being used are "primus". The keys used with this type of cylinder have a special cut along the side of the key that is specific to SCUSD and cannot be duplicated without District approval, greatly reducing the number of unauthorized keys. The classroom function locks will provide enhanced safety and security at the 20 elementary school sites. Purchasing Services finds it is in the best interest of the District to utilize GSA contract #47QSWA18D003K for this purchase. Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. As a government entity, the District is able to piggyback on this agreement and purchase directly from ICU Technologies under the same terms, conditions and pricing.

Staples R21-02139

Utilizing Sourcewell Cooperative Purchasing Agreement #121919-SCC

**New Contract:** 

□ No

Furniture including lab tables, desks, chairs, stools and workstations following the Science Wing Renovation at Luther Burbank High School. Purchasing Services finds it is in the best interest of the District to utilize the Sourcewell Cooperative Purchasing Agreement #121919-SCC between Staples and Sourcewell, formerly NJPA (National Joint Powers Authority). Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Contracts awarded by Sourcewell are based on quality, proven performance, and pricing. As a government entity, the District is able to piggyback on this agreement and purchase directly from Staples under the same terms, conditions and pricing.

\$361,893 Measure Q Funds

#### STUDENT SUPPORT SERVICES

Kelvin Education, Inc. SA21-00195

New Contract:

□ No

11/19/20 Two year software license for Kelvin, a data collection tool that gathers data from brief, recurring surveys called "Pulses," which gauge students', staff members', and families' perceptions of social-emotional learning, mental health and wellness, culture/climate and student engagement: behavioral, cognitive and emotional. This process is repeated in designated cycles and the frequent feedback will give staff a sophisticated understanding of our students and schools in real time and will allow staff to take action, measure the results and analyze key concerns. This often overlooked information will help us get a better understanding of the whole child to identify needs, create tiered systems of support and improve overall student academic outcomes.

Year 1: \$129,900 CARES Act Funds

Year 2: \$129,900 LCSSP Grant Funds

Total: \$259,800

#### YOUTH DEVELOPMENT

Expanded Learning Program

Agency Providers:

- Boys & Girls Club
- Center for Fathers & Families
- Leaders of Tomorrow
- New Hope Community Development Center
- Roberts Family Development Ctr.
- Rose Family Creative Empowerment Ctr.
- Sacramento
   Chinese
   Community Service
   Center
- Target Excellence

Providers are determined based on the sites ultimately selected for new Learning Hubs.

New Contract:

☐ Yes

⊠ No

12/14/20 — 6/30/21: Approval is requested for additional CARES funding for seven yet-to-be-identified sites that will open as Learning Hubs on December 14. The agency providers will be responsible for staffing hubs for a minimum of seven hours per day with a 10-to-1 student to staff ratio; implementing health and wellness procedures; implementing social distancing plan; providing supplies such as headphones, printers, etc.; enforcing the visitor policy; maintaining small cohorts of students; actively screening staff and students; troubleshooting technology issues for students; providing daily communication with parents/guardians; providing enrichment activities and outdoor play; and helping with synchronous and asynchronous learning.

About Learning Hubs:

Learning Hubs are a cohort of students and staff designed to provide support during synchronous and asynchronous learning times. SCUSD Learning Hubs are designed to support 40 students at school sites with a 10:1 student to staff ratio. Learning Hubs are authorized by California Department of Public Health.

The purpose of Learning Hubs is to provide support to get students engaged in distance learning. Staff provides support with student log-ins, keeping students stay focused and engaged with their teachers, helping them with their academic assignments, and providing social-emotional support.

SCUSD Youth Development Support Services (YDSS) is successfully hosting Learning Hubs at seven sites: Bowling Green McCoy and Chacon, Ethel I. Baker, Harkness, John Cabrillo, Isador Cohen, Martin Luther King, Jr., and Sam Brannan. The additional seven hub sites will be identified based on equity indices and Early Identification and Intervention (EIIS) data.

Dollar amount is an estimate based on the average amount for each Learning Hub for 110 days (\$197,000) minus the average amount covered by existing, grant-funded contracts with providers (\$128,000) which leaves \$69,000 per site to be funded from CARES Act funds.

## **Unrestricted Funds**

<u>Contractor</u> <u>Description</u> <u>Amount</u>

#### **FACILITIES SUPPORT SERVICES**

RGM Kramer, Inc. SA21-00211

New Contract:

 $\boxtimes$  Yes

□ No

11/19/20 – 3/30/21: Provide program management services as needed by the Facilities Support Services Department for interim staffing augmentation. Contracted services are required because Facilities has 3 key management vacancies and needs immediate management services to oversee the preparation of re-opening schools. Services related to the mitigation of COVID-19 will be paid from CARES Act funds and services not related to COVID-19 mitigation will be paid from funds budgeted for the management vacancies.

\$351,650 CARES Act and General Fund

\$483.000

Funds

CARES Act



6 West 48th Street, 10th Floor New York, NY 10036 T 212 812 4330 F 212 812 4335 www.rockpa.org

October 6, 2020

Mai Xi Lee Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824

Dear Mai Xi Lee,

It is a pleasure to inform you that the Social Emotional Learning (SEL) Fund, a sponsored project of Rockefeller Philanthropy Advisors, Inc. (RPA), has approved an SEL in Action: Equitable Design for Restart and Recovery grant in the amount of \$200,000 to Sacramento City Unified School District.

The following terms and conditions apply to this Grant Agreement:

#### 1. Use of Grant Funds

- Funding obtained under this agreement may not be used for any purpose other than for the activities described in the SEL in Action: Equitable Design for Restart and Recovery grant application.
- The initial \$50,000 grant payment can support LEA planning efforts, such as consulting support or staff time for project management and planning; convening meetings with team members, technology; stakeholders or other partners; stipends, release time and/or travel expenses for team members, experts or partners; etc.
- Up to \$150,000 will be disbursed to the school district or LEA in or around February 2021 after grantees have participated in equitable design virtual sessions. These resources can be used by grantees to refine, implement, enhance, monitor progress and accelerate their reopening plans for the 2020-2021 school year, and ensure those plans respond to the SEL needs of students, families and educators.
- Grantee will not use any portion of the funds granted herein to carry on propaganda or otherwise to attempt to influence legislation, either by direct or grassroots lobbying, to make grants to individuals on a non-objective basis, for grant-writing, or for any non-charitable purpose.

#### 2. Grant Period

• The grant will have duration of October 1, 2020 to June 30, 2022.

# 3. Grant Payment Schedule

- The payment of \$50,000 will be executed upon the return of a signed grant agreement.
- A second payment of \$150,000 will be made contingent on the completion of a required interim check-in following the provided equitable design virtual support sessions.

#### 4. Reporting

Consistent with our intent to minimize the paperwork burden placed on grantees, NoVo and Education First will keep reporting requirements brief and high-level.

- Grantee will be asked to participate in an interim check-in after the initial planning phase to share their revised re-opening and recovery plans, showing how they plan to incorporate equitable design principles going forward.
- Grantee is required to participate in a final check-in with Education First and Rockefeller Philanthropy Advisors to share an implementation status report.



6 West 48th Street, 10th Floor New York, NY 10036 T 212 812 4330 F 212 812 4335 www.rockpa.org

• Required check-ins will occur on or before the following dates:

Type of Report	Due Date
Planning Phase Status Check-in	February 28, 2021
Final Status Check-in	July 31, 2022

• Grantee agrees that it will permit the SEL Innovation Fund and/or its authorized representatives to monitor and evaluate the project funded by this grant through communications, including site visits, and the review of records, as appropriate.

# 5. Grantee Tax-Exempt Status

• As a condition to the receipt of the grant funds announced in the Award Letter, the undersigned organization certifies that it is a charitable or government entity in accordance with the U.S. Department of the Treasury, Internal Revenue Service Code.

## 6. Termination of Grant

• If Grantee fails to follow any of the terms and conditions of this Grant, RPA will terminate this agreement and further, Grantee shall refund any unexpended funds to Grantor and will not be entitled to any further Grant funds.

Sincerely,	
DocuSigned by:	
Jane Levikow ESPESDESTBESSES	
Jane Levikow	
Vice President, Sponsored Projects & Fundamental	ds
Rockefeller Philanthropy Advisors	

#### **CERTIFICATION:**

Accepted and Agreed by the following individual, certified to be a responsible officer of the named grantee organization.

Rose Ramos		
NAME (Print)	TITLE	
SIGNATURE	 Date	

## **Grant Award Notification**

IAME AND ADDRE	SS			CDE G	RANT NUMBE	R
	District		FY	PCA	Vendor Number	Suffix
			2020	25366	67439	00
·						COUNTY
fice	8		Reso	ırce Code	Revenue Object Code	34
one -9000 7085		8590	INDEX			
	ol Success Program	: Cohort 4				0615
Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date
\$1,554,510		\$1,554,5	510		07/01/2020	06/30/2023
Federal Grant Number	Federal Grant Name		Federal Agency			
	CA 95824-6870  r, Superintendent fice Office, Grant Funds  orant Program mmunities for School Original/Prior Amendments  \$1,554,510  Federal Grant	City Unified School District 370 CA 95824-6870  r, Superintendent fice Office, Grant Funds  0 ant Program munities for School Success Program  Original/Prior Amendments  \$1,554,510  Federal Grant  Federal Formula Federal F	City Unified School District 370 CA 95824-6870  r, Superintendent fice Office, Grant Funds  0 ant Program munities for School Success Program: Cohort 4  Original/Prior Amendments  \$1,554,510  Federal Grant No.	City Unified School District 370 CA 95824-6870  T, Superintendent Fice Office, Grant Funds  On ant Program Immunities for School Success Program: Cohort 4  Original/Prior Amendment Amount  \$1,554,510  Federal Grant Name  Federal Grant Name	City Unified School District 370 CA 95824-6870  Total  Compared to the program of	City Unified School District 370 CA 95824-6870  STANDARDIZED ACCOUNT CODE STRUCTURE Resource Code Office, Grant Funds  Total Original/Prior Amendment Amount  STANDARDIZED ACCOUNT CODE STRUCTURE Revenue Object Code Amendment Amount  Total Amend. No.  Award Starting Date  \$1,554,510  \$1,554,510  \$1,554,510  \$1,554,510  \$1,554,510  \$500  \$1,554,510

I am pleased to inform you that you have been funded for the Learning Communities for School Success Program, Cohort 4.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Cindy Rose, Associate Governmental Program Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202

RECEIVED

OCT 27 2020

Sacramento, CA 95814-5901 OFFICE OF THE SUPERINTENDENT
Sacramento City Utilified School District

California Department of Education Contact	Job Litle		
Pete Callas	Education Administrator I		
E-mail Address		Telephone	
LCSSP@cde.ca.gov		916-319-0669	
Signature of the State Superintendent of Public Instruction	or Designee	Date	
1 mond		October 21, 2020	
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUI	REMENTS	
On behalf of the grantee named above, I accept this grant a	ward. I have rea	d the applicable certifications,	
assurances, terms, and conditions identified on the grant appl	ication (for grants	s with an application process) or	
in this document or both; and I agree to comply with a	II requirements a	s a condition of funding.	
Printed Name of Authorized Agent	Title		
		,	
E-mail Address		Telephone	
Signature		Date	
•			



TO: Mikhael Florez

Supervisor Electronics / Locksmiths
Sacramento City Unified School

District

(916)395-3970

Mikhael-florez@scusd.edu

**Project:** Sacramento City USD – South Area Elementary Schools Door Hardware & Installation

Dear Mr. Florez,

As requested, we are submitting this proposal to provide and install classroom functionality locks, storeroom functionality locks, associated cylinders and housings and door closers.

ICU Technologies, Inc will provide and install the door hardware detailed within this proposal at the schools detailed within this proposal and will test for proper operational functionality. Additionally, using the Betco Quat Stat 5 disinfectant, we will sanitize all surfaces that our team touches while performing the hardware installation.

# Scope of Work:

ICU Technologies will provide and install the following classroom and storeroom locksets (including housing and cylinders), and door closers:

School Name	ND-95 RHO 626 Classroom Lock (Qty)	ND-96 RHO 626 Storeroom Lock (Qty)	ND-66 RHO 626 Storeroom Lock (Qty)	CD-99 Panic Bar (Qty)	LCN – 4040 Door Closer (Qty)
Bowling Green Chacon	20	0	0	0	0
Bowling Green McCoy	39	2	1	6	14
Camelia Basic	42	1	0	16	0
Capitol Collegiate	40	2	0	10	26
Cesar Chavez	21	1	0	0	0
Edward Kemble	55	2	0	6	7
Elder Creek	45	1	0	5	8

School Name	ND-95 Classroom Lock (Qty)	ND – 96 Storeroom Lock (Qty)	ND – 96 Storeroom Lock (Qty)	CD-99 Panic Bar (Qty)	LCN – 4040 Door Closer (Qty)
Ethel Baker	61	1	0	4	34
H.W. Harkness	43	3	0	5	17
John Bidwell	27	2	0	8	7
John D. Sloat	28	2	0	2	1
John Morse	7	0	2	0	7
Nicholas Elementary	39	4	0	6	2
Pacific Elementary	70	2	2	16	21
Parkway Elementary	35	1	0	6	0
Peter Burnett	36	1	0	0	6
Success Academy	39	2	0	0	19
Susan B. Anthony	41	1	0	4	0
Woodbine Elementary	36	1	0	7	0
John Still Elementary	49	5	2	26	84
Total	773	34	7	127	253

There are 316 existing Sargent panic bars deployed at many of the District's campuses, with 57 of the 316 belonging to the South Area Elementary Schools. Already included in the quantities above and in the pricing, the following quantities of Von Duprin 99 Series Panic Bars will be provided and installed to replace the same quantities of existing Sargent panic bars.

School	Von Duprin CD-99-NL-06-RHR-626 3' Qty
Camelia Basic	8
Nicholas Elementary	6
Pacific Elementary	16
Bowling Green McCoy	2
Woodbine Elementary	7
H.W. Harkness	2
Parkway Elementary	6
Capitol Collegiate	10
Total	57

ICU's detailed quotes and breakouts to provide and install the door hardware, including the Sargent panic bar replacements as detailed in this document begin on page 5. The following tables represents the cost for each school and the project total (all schools combined).

School Name	Equipment & Installation Price	Estimate Number
Bowling Green Chacon	\$29,251.47	
	4	1331
Bowling Green McCoy	\$73,431.21	1210
Camelia Basic	\$87,137.52	1310
Carrena Basic	, <del>, , , , , , , , , , , , , , , , , , </del>	1317
Capitol Collegiate	\$88,085.43	
	4	1318
Cesar Chavez	\$32,535.04	1330
Edward Kemble	\$82,349.40	1550
	, , , , , , , , , , , , , , , , , , , ,	1321
Elder Creek	\$70,138.83	
511.10.1	4404 222 52	1322
Ethel Baker	\$101,223.60	1332
H.W. Harkness	\$75,599.59	1332
		1319
John Bidwell	\$59,671.49	
John D. Clark	644 207 20	1334
John D. Sloat	\$41,297.29	1323
John Morse	\$22,643.54	1929
		1320
Nicholas Elementary	\$64,830.10	
Pacific Flomenter:	¢120 172 14	1324
Pacific Elementary	\$130,173.14	1333
Parkway Elementary	\$58,121.51	-000
,		1325
Peter Burnett	\$49,433.46	4005
Success Academy	\$61,456.68	1335
Success Acquerny	QU1,430.00	1326
Susan B. Anthony	\$59,406.05	
· ·		1327
Woodbine Elementary	\$60,556.10	4220
John Still Elementary	\$159,301.01	1328
John Still Elementary	\$1.03,3U1.U1	1329
Total	\$1,406,642.46	
	, , , , , , , , , , , , , , , , , , , ,	

# Invoicing / Payment Terms:

ICU Technologies, Inc. will invoice at certain project milestones, including but not limited to the following:

- Delivery of Equipment
- Completion of Installation
- Bi-weekly and Monthly Progress Invoices

Invoices are due upon receipt of invoice. If payments are not received within 30 days, services may be suspended and ICU Technologies, Inc will not be held responsible for any damages due to delays from such suspension.

# Special requirements:

ICU Technologies, Inc will require the following to be provided by Sacramento Unified School District:

- Access to each of the schools to be surveyed.
- At minimum, issuance of two sets of keys to access the schools and open all school doors.
- District provided escort, if required.





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1331 09/28/2020 11/27/2020

DATE

PROJECT NAME

Bowling Green Chacon

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	20	618.03	12,360.60T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	40	114.21	4,568.40T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	15	123.12	1,846.80T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	15	115.02	1,725.30T
246 36	SCH 20-057 C 626 RIM CYL-Open Keyway SCH 20-057 C 626 RIM CYL-Open Keyway	15	115.02	1,725.30T
	SCH 35-053-468 C KEYWAY KEY BLANKS SCH 35-053-468 C KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
	VND 050115 28 CD KIT 99 VND 050115 28 CD KIT 99 Dogging Kit	4	46.92	187.68T
246 36	GSA Discount on Product	23,672.08	-0.15	-3,550.81T
246 1000	ICU-TECH1 Installation of door hardware	50	115.70	5,785.00
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	6	146.85	881.10
				Subtotal: 27,036.57
	GSA-IFF Industrial Funding Fees	27,036.57	0.007556	204.29
N/A	ICU-SHIPPING Freight to customer location	1	250.00	250.00

Estimate Notes:  1. Email orders@icu-techinc.com	SUBTOTAL	27,490.86
	TAX	1,760.61
	TOTAL	\$29,251.47





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

**EXPIRATION** 

1310 09/28/2020 11/27/2020

DATE

PROJECT NAME
Bowling Green McCoy

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	39	618.03	24,103.17T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	2	527.31	1,054.62T
	ND66PD RHO 626 Schlage ND66PD Lockset	1	607.80	607.80T
246 36	SCH 20-765 626 E KEYWAY CYL SCH 20-765 626 E KEYWAY CYL	82	114.21	9,365.22T
246 36	SCH 20-740 626 E KEYWAY CORE SCH 20-740 626 E KEYWAY CORE	23	123.12	2,831.76T
	20-057 E 626 RIM CYL-Open Keyway SCH 20-057 E 626 RIM CYL-Open Keyway	21	115.02	2,415.42T
246 36	SCH 26-091 626 E KEYWAY CYL SCH 26-091 626 E KEYWAY CYL	21	115.02	2,415.42T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	6	1,431.27	8,587.62T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	14	414.72	5,806.08T
	VND 050115 28 CD KIT 99 VND 050115 28 CD KIT 99 Dogging Kit	4	46.92	187.68T
246 36	SCH 35-053-468 E KEYWAY KEY SCH 35-053-468 E KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	58,632.79	-0.15	-8,794.92T
246 1000	ICU-TECH1 Installation of door hardware	135	115.70	15,619.50
246 1000	ICU-TECH2	2	124.60	249.20

Door Hardware Installation QA Inspection

246 1000	ICU-PM Manage and set schedule, coordinate with otl	hers, communicate system status.	16	146.85	2,349.60
					Subtotal: 68,056.17
	GSA-IFF Industrial Funding Fees		68,056.17	0.007556	514.23
N/A	ICU-SHIPPING Freight to customer location		1	500.00	500.00
Estimate Notes		SUBTOTAL			69,070.40
1. Email orders	s@icu-techinc.com	TAX			4,360.81
		TOTAL			\$73,431.21





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1317 09/28/2020 11/27/2020

DATE

PROJECT NAME

Camelia Basic

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	42	618.03	25,957.26T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	1	527.31	527.31T
246 36	SCH 20-765 626 E KEYWAY CYL SCH 20-765 626 E KEYWAY CYL	84	114.21	9,593.64T
246 36	SCH 20-740 626 E KEYWAY CORE SCH 20-740 626 E KEYWAY CORE	32	123.12	3,939.84T
	20-057 E 626 RIM CYL-Open Keyway SCH 20-057 E 626 RIM CYL-Open Keyway	31	115.02	3,565.62T
246 36	SCH 26-091 626 E KEYWAY CYL SCH 26-091 626 E KEYWAY CYL	31	115.02	3,565.62T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	16	1,431.27	22,900.32T
246 36	SCH 35-053-468 E KEYWAY KEY SCH 35-053-468 E KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	71,307.61	-0.15	-10,696.14T
246 1000	ICU-TECH1 Installation of door hardware	150	115.70	17,355.00
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	16	146.85	2,349.60
				Subtotal: 80,565.27
	GSA-IFF Industrial Funding Fees	80,565.27	0.007556	608.75

N/A	ICU-SHIPPING Freight to customer location		1	660.00	660.00
Estimate Note  1. Email order	s: 's@icu-techinc.com	SUBTOTAL TAX			81,834.02 5,303.50
		TOTAL			\$87,137.52





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE
DATE
EXPIRATION

1318 09/28/2020 11/27/2020

DATE

PROJECT NAME

**GSA ESTIMATE** 

Capitol Collegiate Academy Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	40	618.03	24,721.20T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	2	527.31	1,054.62T
246 36	SCH 20-765 626 E KEYWAY CYL SCH 20-765 626 E KEYWAY CYL	80	114.21	9,136.80T
246 36	SCH 20-740 626 E KEYWAY CORE SCH 20-740 626 E KEYWAY CORE	27	123.12	3,324.24T
	20-057 E 626 RIM CYL-Open Keyway SCH 20-057 E 626 RIM CYL-Open Keyway	25	115.02	2,875.50T
246 36	SCH 26-091 626 E KEYWAY CYL SCH 26-091 626 E KEYWAY CYL	25	115.02	2,875.50T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	10	1,431.27	14,312.70T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	26	414.72	10,782.72T
	VND 050115 28 CD KIT 99 VND 050115 28 CD KIT 99 Dogging Kit	2	46.92	93.84T
246 36	SCH 35-053-468 E KEYWAY KEY SCH 35-053-468 E KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	70,435.12	-0.15	-10,565.27T
246 1000	ICU-TECH1 Installation of door hardware	167	115.70	19,321.90
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM	16	146.85	2,349.60

Manage and set schedule, coordinate with others, communicate system status.

					Subtotal: 81,790.55
	GSA-IFF Industrial Funding Fees		60,384.61	0.007556	456.27
N/A	ICU-SHIPPING Freight to customer location		1	600.00	600.00
Estimate Notes:		SUBTOTAL			82,846.82
i. Email ord	ders@icu-techinc.com	TAX			5,238.61
		TOTAL			\$88,085.43

Accepted By





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE
DATE
EXPIRATION

1330 09/28/2020 11/27/2020

DATE

PROJECT NAME Cesar E. Chavez **GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	21	618.03	12,978.63T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	1	527.31	527.31T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	42	114.21	4,796.82T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	16	123.12	1,969.92T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	15	115.02	1,725.30T
246 36	SCH 20-057 C 626 RIM CYL-Open Keyway SCH 20-057 C 626 RIM CYL-Open Keyway	15	115.02	1,725.30T
	SCH 35-053-468 C KEYWAY KEY BLANKS SCH 35-053-468 C KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
	VND 050115 28 CD KIT 99 VND 050115 28 CD KIT 99 Dogging Kit	10	46.92	469.20T
246 36	GSA Discount on Product	25,450.48	-0.15	-3,817.57T
246 1000	ICU-TECH1 Installation of door hardware	61	115.70	7,057.70
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	8	146.85	1,174.80
				Subtotal: 30,114.61
	GSA-IFF Industrial Funding Fees	30,114.61	0.007556	227.55

N/A	ICU-SHIPPING Freight to customer location		1	300.00	300.00
Estimate Notes  1. Email orders	s: s@icu-techinc.com	SUBTOTAL TAX			30,642.16 1,892.88
		TOTAL			\$32,535.04





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1321 09/28/2020 11/27/2020

DATE

PROJECT NAME Edward Kemble **GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	55	618.03	33,991.65T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	2	527.31	1,054.62T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	110	114.21	12,563.10T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	23	123.12	2,831.76T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	21	115.02	2,415.42T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	21	115.02	2,415.42T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	6	1,431.27	8,587.62T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	7	414.72	2,903.04T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	68,020.63	-0.15	-10,203.09T
246 1000	ICU-TECH1 Installation of door hardware	135	115.70	15,619.50
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	16	146.85	2,349.60
				Subtotal:

Subtotal:

					76,035.84
	GSA-IFF Industrial Funding Fees		76,035.84	0.007556	574.53
N/A	ICU-SHIPPING Freight to customer location		1	680.00	680.00
Estimate Note		SUBTOTAL			77,290.37
Email orde	ers@icu-techinc.com	TAX			680.00
		TOTAL			\$82,349.40





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE
DATE
EXPIRATION

1322 09/28/2020 11/27/2020

DATE

PROJECT NAME

Elder Creek

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	45	618.03	27,811.35T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	1	527.31	527.31T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	90	114.21	10,278.90T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	21	123.12	2,585.52T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	20	115.02	2,300.40T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	20	115.02	2,300.40T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	5	1,431.27	7,156.35T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	8	414.72	3,317.76T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	57,535.99	-0.15	<b>-</b> 8,630.40T
246 1000	ICU-TECH1 Installation of door hardware	115	115.70	13,305.50
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	16	146.85	2,349.60
				Subtotal:

Subtotal:

					64,809.89
	GSA-IFF Industrial Funding Fees		64,809.89	0.007556	489.70
N/A	ICU-SHIPPING Freight to customer location		1	560.00	560.00
Estimate Notes:		SUBTOTAL			65,859.59
Email orde	rs@icu-techinc.com	TAX			4,279.24
		TOTAL			\$70,138.83





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1332 09/28/2020 11/27/2020

DATE

PROJECT NAME

Ethel Baker

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	61	618.03	37,699.83T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	1	527.31	527.31T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	122	114.21	13,933.62T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	20	123.12	2,462.40T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	19	115.02	2,185.38T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	19	115.02	2,185.38T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	4	1,431.27	5,725.08T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	34	414.72	14,100.48T
	SCH 35-053-468 C KEYWAY KEY BLANKS SCH 35-053-468 C KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
	VND 050115 28 CD KIT 99 VND 050115 28 CD KIT 99 Dogging Kit	3	46.92	140.76T
246 36	GSA Discount on Product	80,218.24	-0.15	-12,032.74T
246 1000	ICU-TECH1 Installation of door hardware	191	115.70	22,098.70
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	5	124.60	623.00
246 1000	ICU-PM	18	146.85	2,643.30

Manage and set schedule, coordinate with others, communicate system status.

					Subtotal: 93,550.50
	GSA-IFF Industrial Funding Fees		93,550.50	0.007556	706.87
N/A	ICU-SHIPPING Freight to customer location		1	1,000.00	1,000.00
	SUBTOTAL			95,257.37	
i. Email ord	ers@icu-tecninc.com	TAX			5,966.23
		TOTAL			\$101,223.60

Accepted By





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1319 09/28/2020 11/27/2020

DATE

PROJECT NAME H.W. Harkness

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	43	618.03	26,575.29T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	3	527.31	1,581.93T
246 36	SCH 20-765 626 E KEYWAY CYL SCH 20-765 626 E KEYWAY CYL	86	114.21	9,822.06T
246 36	SCH 20-740 626 E KEYWAY CORE SCH 20-740 626 E KEYWAY CORE	23	123.12	2,831.76T
	20-057 E 626 RIM CYL-Open Keyway SCH 20-057 E 626 RIM CYL-Open Keyway	20	115.02	2,300.40T
246 36	SCH 26-091 626 E KEYWAY CYL SCH 26-091 626 E KEYWAY CYL	20	115.02	2,300.40T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	5	1,431.27	7,156.35T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	17	414.72	7,050.24T
246 36	SCH 35-053-468 E KEYWAY KEY SCH 35-053-468 E KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	60,876.43	-0.15	<b>-</b> 9,131.46T
246 1000	ICU-TECH1 Installation of door hardware	135	115.70	15,619.50
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	16	146.85	2,349.60
				Subtotal:

Subtotal:

69,963.27					
556 528.64	0.007556	69,963.27		GSA-IFF Industrial Funding Fees	
0.00 580.00	580.00	1		ICU-SHIPPING Freight to customer location	N/A
71,071.91			SUBTOTAL	Estimate Notes: 1. Email orders@icu-techinc.com	
4,527.68			TAX		
\$75,599.59			TOTAL		





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE
DATE
EXPIRATION

1334 09/28/2020 11/27/2020

DATE

PROJECT NAME

John Bidwell

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	27	618.03	16,686.81T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	2	527.31	1,054.62T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	54	114.21	6,167.34T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	25	123.12	3,078.00T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	23	115.02	2,645.46T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	23	115.02	2,645.46T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	8	1,431.27	11,450.16T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	7	414.72	2,903.04T
	SCH 35-053-468 C145 Key Blanks SCH 35-053-468 C145 Key Blanks	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	47,888.89	-0.15	-7,183.33T
246 1000	ICU-TECH1 Installation of door hardware	108	115.70	12,495.60
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	12	146.85	1,762.20
				Subtotal:

		TOTAL			\$59,671.49
Email orders@icu-techinc.com		TAX			3,561.74
Estimate Notes:		SUBTOTAL			56,109.75
N/A	ICU-SHIPPING Freight to customer location		1	480.00	480.00
	GSA-IFF Industrial Funding Fees		55,212.56	0.007556	417.19
					55,212.56





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1323 09/28/2020 11/27/2020

DATE

PROJECT NAME John D. Sloat

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	28	618.03	17,304.84T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	2	527.31	1,054.62T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	56	114.21	6,395.76T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	19	123.12	2,339.28T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	17	115.02	1,955.34T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	17	115.02	1,955.34T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	2	1,431.27	2,862.54T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	1	414.72	414.72T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	35,540.44	-0.15	-5,331.07T
246 1000	ICU-TECH1 Installation of door hardware	55	115.70	6,363.50
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	8	146.85	1,174.80
				Subtotal:

Subtotal:

					37,996.87
Fees	37,996.87		5.87	0.007556	287.10
er loca	1		1	370.00	370.00
Estimate Notes:  1. Email orders@icu-techinc.com		SUBTOTAL			38,653.97
		TAX			2,643.32
		TOTAL			\$41,297.29





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1320 09/28/2020 11/27/2020

DATE

PROJECT NAME

John Morse

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	7	618.03	4,326.21T
	ND66PD RHO 626 Schlage ND66PD Lockset	2	607.80	1,215.60T
246 36	SCH 20-765 626 E KEYWAY CYL SCH 20-765 626 E KEYWAY CYL	18	114.21	2,055.78T
	20-057 E 626 RIM CYL-Open Keyway SCH 20-057 E 626 RIM CYL-Open Keyway	15	115.02	1,725.30T
246 36	SCH 26-091 626 E KEYWAY CYL SCH 26-091 626 E KEYWAY CYL	15	115.02	1,725.30T
246 36	SCH 20-740 626 E KEYWAY CORE SCH 20-740 626 E KEYWAY CORE	15	123.12	1,846.80T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	7	414.72	2,903.04T
246 36	SCH 35-053-468 E KEYWAY KEY SCH 35-053-468 E KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	17,056.03	-0.15	-2,558.40T
246 1000	ICU-TECH1 Installation of door hardware	47	115.70	5,437.90
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	6	146.85	881.10
				Subtotal: 21,065.83
	GSA-IFF	21,065.83	0.007556	159.17

Industrial Funding Fees

 N/A ICU-SHIPPING Freight to customer location
 1 150.00 150.00

 Estimate Notes:
 SUBTOTAL
 21,375.00

 1. Email orders@icu-techinc.com
 TAX
 1,268.54

 TOTAL
 \$22,643.54

Accepted By





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1324 09/28/2020 11/27/2020

DATE

PROJECT NAME
Nicholas Elementary

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	39	618.03	24,103.17T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	4	527.31	2,109.24T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	78	114.21	8,908.38T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	25	123.12	3,078.00T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	21	115.02	2,415.42T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	21	115.02	2,415.42T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	6	1,431.27	8,587.62T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	2	414.72	829.44T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	53,704.69	<b>-</b> 0.15	-8,055.70T
246 1000	ICU-TECH1 Installation of door hardware	105	115.70	12,148.50
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	12	146.85	1,762.20
				Cubtotali

Subtotal:

					59,808.89
	GSA-IFF Industrial Funding Fees		59,808.89	0.007556	451.92
N/A	ICU-SHIPPING Freight to customer location		1	575.00	575.00
Estimate Note		SUBTOTAL			60,835.81
1. Email orde	ers@icu-techinc.com	TAX			3,994.29
		TOTAL			\$64,830.10





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1333 09/28/2020 11/27/2020

DATE

PROJECT NAME
Pacific Elementary

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	70	618.03	43,262.10T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	2	527.31	1,054.62T
	ND66PD RHO 626 Schlage ND66PD Lockset	2	607.80	1,215.60T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	144	114.21	16,446.24T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	33	123.12	4,062.96T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	31	115.02	3,565.62T
246 36	SCH 20-057 C 626 RIM CYL-Restricted Keyway SCH 20-057 C 626 RIM CYL-Restricted Keyway	31	129.20	4,005.20T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	16	1,431.27	22,900.32T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	21	414.72	8,709.12T
	SCH 35-053-468 C KEYWAY KEY BLANKS SCH 35-053-468 C KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	106,479.7 8	-0.15	-15,971.97T
246 1000	ICU-TECH1 Installation of door hardware	229	115.70	26,495.30
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	6	124.60	747.60

246 1000	ICU-PM Manage and set schedule, coordinate with o	thers, communicate system status.	18	146.85	2,643.30
					Subtotal: 120,394.01
	GSA-IFF Industrial Funding Fees		120,394.0 1	0.007556	909.70
N/A	ICU-SHIPPING Freight to customer location		1	950.00	950.00
Estimate Notes		SUBTOTAL			122,253.71
Email orders@icu-techinc.com		TAX			7,919.43
		TOTAL			\$130,173.14





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1325 09/28/2020 11/27/2020

DATE

PROJECT NAME
Parkway Elementary

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	35	618.03	21,631.05T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	1	527.31	527.31T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	70	114.21	7,994.70T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	22	123.12	2,708.64T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	21	115.02	2,415.42T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	21	115.02	2,415.42T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	6	1,431.27	8,587.62T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	47,538.16	-0.15	-7,130.72T
246 1000	ICU-TECH1 Installation of door hardware	100	115.70	11,570.00
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	10	146.85	1,468.50
				Subtotal: 53,695.14
	GSA-IFF Industrial Funding Fees	53,695.14	0.007556	405.72

N/A	ICU-SHIPPING Freight to customer location		1	485.00	485.00
Estimate Notes  1. Email order	s: s@icu-techinc.com	SUBTOTAL TAX			54,585.86 3,535.65
		TOTAL			\$58,121.51





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

**EXPIRATION** 

1335 09/28/2020 11/27/2020

DATE

PROJECT NAME

**GSA ESTIMATE** 

Peter Burnett Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	36	618.03	22,249.08T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	1	527.31	527.31T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	72	114.21	8,223.12T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	16	123.12	1,969.92T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	15	115.02	1,725.30T
246 36	SCH 20-057 C 626 RIM CYL-Open Keyway SCH 20-057 C 626 RIM CYL-Open Keyway	15	115.02	1,725.30T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	6	414.72	2,488.32T
	SCH 35-053-468 C145 Key Blanks SCH 35-053-468 C145 Key Blanks	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	40,166.35	-0.15	-6,024.95T
246 1000	ICU-TECH1 Installation of door hardware	87	115.70	10,065.90
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	8	146.85	1,174.80
				Subtotal: 45,631.30
	GSA-IFF	45,631.30	0.007556	344.79

Industrial Funding Fees

 N/A
 ICU-SHIPPING Freight to customer location
 1
 470.00
 470.00

 Estimate Notes: 1. Email orders@icu-techinc.com
 SUBTOTAL
 46,446.09

 TAX
 2,987.37

 TOTAL
 \$49,433.46

Accepted By





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE DATE

EXPIRATION

1326 09/28/2020 11/27/2020

DATE

PROJECT NAME

**GSA ESTIMATE** 

Success Academy (Mark Hopkins) Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	39	618.03	24,103.17T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	2	527.31	1,054.62T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	78	114.21	8,908.38T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	17	123.12	2,093.04T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	15	115.02	1,725.30T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	15	115.02	1,725.30T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	19	414.72	7,879.68T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	48,747.49	-0.15	-7,312.12T
246 1000	ICU-TECH1 Installation of door hardware	115	115.70	13,305.50
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	12	146.85	1,762.20
				Subtotal: 56,752.27
	GSA-IFF	56,752.27	0.007556	428.82

Industrial Funding Fees

 N/A
 ICU-SHIPPING Freight to customer location
 1 650.00
 650.00

 Estimate Notes:
 SUBTOTAL
 57,831.09

 1. Email orders@icu-techinc.com
 TAX
 3,625.59

 TOTAL
 \$61,456.68

Accepted By





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE
DATE
EXPIRATION

1327 09/28/2020 11/27/2020

DATE

PROJECT NAME Susan B. Anthony

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	41	618.03	25,339.23T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	1	527.31	527.31T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	82	114.21	9,365.22T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	20	123.12	2,462.40T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	19	115.02	2,185.38T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	19	115.02	2,185.38T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	4	1,431.27	5,725.08T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
	VND 050115 28 CD KIT 99 VND 050115 28 CD KIT 99 Dogging Kit	2	46.92	93.84T
246 36	GSA Discount on Product	49,141.84	-0.15	-7,371.28T
246 1000	ICU-TECH1 Installation of door hardware	98	115.70	11,338.60
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	10	146.85	1,468.50
				Subtotal:

54,826.86

	GSA-IFF Industrial Funding Fees		54,826.86	0.007556	414.27
N/A	ICU-SHIPPING Freight to customer location		1	510.00	510.00
Estimate Notes:  1. Email orders@icu-techinc.com		SUBTOTAL			55,751.13
		TAX			3,654.92
		TOTAL			\$59,406.05





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE
DATE
EXPIRATION

1328 09/28/2020 11/27/2020

DATE

PROJECT NAME

Woodbine

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	36	618.03	22,249.08T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	1	527.31	527.31T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	72	114.21	8,223.12T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	23	123.12	2,831.76T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	22	115.02	2,530.44T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	22	115.02	2,530.44T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	7	1,431.27	10,018.89T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
	VND 050115 28 CD KIT 99 VND 050115 28 CD KIT 99 Dogging Kit	2	46.92	93.84T
246 36	GSA Discount on Product	50,262.88	-0.15	-7,539.43T
246 1000	ICU-TECH1 Installation of door hardware	99	115.70	11,454.30
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	2	124.60	249.20
246 1000	ICU-PM Manage and set schedule, coordinate with others, communicate system status.	10	146.85	1,468.50
				Subtotal: 55,895.45

	GSA-IFF Industrial Funding Fees		55,895.45	0.007556	422.35
N/A	ICU-SHIPPING Freight to customer location		1	500.00	500.00
Estimate Note		SUBTOTAL			56,817.80
1. Email order	rs@icu-techinc.com	TAX			3,738.30
		TOTAL			\$60,556.10





Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824 United States SHIP TO

Sacramento City Unified School District Sacramento City Unified Warehouse Attn: Jason Holland (District Lock Project) 3051 Redding Ave. Sacramento, CA 95820 United States ESTIMATE
DATE
EXPIRATION

1329 09/28/2020 11/27/2020

DATE

PROJECT NAME

John Still

**GSA ESTIMATE** 

Contract Number 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
246 36	SCH ND95PD RHO 626 SCH ND95PD RHO 626	49	618.03	30,283.47T
246 36	SCH ND96PD RHO 626 SCH ND96PD RHO 626	5	527.31	2,636.55T
	ND66PD RHO 626 Schlage ND66PD Lockset	2	607.80	1,215.60T
246 36	SCH 20-765 626 F KEYWAY CYL SCH 20-765 626 F KEYWAY CYL	102	114.21	11,649.42T
246 36	SCH 20-740 626 F KEYWAY CORE SCH 20-740 626 F KEYWAY CORE	46	123.12	5,663.52T
	SCH 20-057 F 626 RIM CYL-Open Keyway SCH 20-057 F 626 RIM CYL-Open Keyway	41	115.02	4,715.82T
246 36	SCH 26-091 626 F KEYWAY CYL SCH 26-091 626 F KEYWAY CYL	41	115.02	4,715.82T
246 36	VND CD99NL 06 626 3' VND CD99NL 06 626 3' Exit Device	26	1,431.27	37,213.02T
246 36	LCN 4040XP RW/PA 689 TBSRT LCN 4040XP RW/PA; regular arm with parallel arm bracket. LCN's most durable heavy duty closer designed for the most demanding, high use and abuse applications.	84	414.72	34,836.48T
246 36	SCH 35-053-468 F KEYWAY KEY SCH 35-053-468 F KEYWAY KEY BLANKS	165	6.80	1,122.00T
246 36	SCH 35-053-468 J KEYWAY KEY SCH 35-053-468 J KEYWAY KEY BLANKS	20	6.80	136.00T
246 36	GSA Discount on Product	134,187.7 0	-0.15	-20,128.16T
246 1000	ICU-TECH1 Installation of door hardware	249	115.70	28,809.30
246 1000	ICU-TECH2 Door Hardware Installation QA Inspection	6	124.60	747.60

246 1000	ICU-PM Manage and set schedule, coordinate with c	others, communicate system status.	20	146.85	2,937.00
					Subtotal: 146,553.44
	GSA-IFF Industrial Funding Fees		146,553.4 4	0.007556	1,107.36
N/A	ICU-SHIPPING Freight to customer location		1	1,660.00	1,660.00
Estimate Notes		SUBTOTAL			149,320.80
Email orders	@icu-techinc.com	TAX			9,980.21
		TOTAL			\$159,301.01



1164 National Drive

Sacramento CA 95834 Phone: 916-296-6233 Fax: 916-419-7895 **QUOTATION** 

**SOLD TO:** 

**SHIP TO:** 

Anthony Lea Sacramento City USD 6879 14th Ave.

Anthony Lea- Burbank High Sacramento City USD 3500 Florin Road

Sacramento

CA 95820

Sacramento

CA 95823

916-317-9480

916-317-9480

**Project: Central Kitchen** 

	FQO/QL	JOTE # DAT		CUSTOMER NO Anthony Lea- Burbank F	SALESP Mike Sv	
<u>Lin</u>	e# Qty	Part Number	Part Description		Sell \$	Ext Sell \$
1	1		FIRST FLOOR Office Furniture per and specifications.	the attached drawings	\$97,900.10	\$97,900.10
		<u>Tag For:</u>	BURBANK HS OFFICE FURNITURE	FIRST FLOOR		
2	1		SECOND FLOOR Science Furniture and specifications.	per the attached drawings	\$201,663.60	\$201,663.60
		<u>Tag For:</u>	BURBANK HS SCIENCE FURNITUR	E SECOND FLOOR		
3	1		Complete Set in Place installation o Furniture	f First Floor Office	\$9,882.35	\$9,882.35
		<u>Tag For:</u>	Y-First Floor Labor			
4	1		Complete Set in Place installation o Furniture	f Second Floor Science	\$26,235.29	\$26,235.29
		<u>Tag For:</u>	Z-Second Floor Labor			
				Tota	al Sell: \$3	35,681.34

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

Pricing is based on Sourcewell Contract #121919 per the attached.

Sales Tax 8.75% \$26,211.82 Total w/Tax \$361,893.16

Prepared By: Mike Swanson Page 1 of 4

FQO / QUO	OTE#	<b>DATE</b> 11/13/2020	CUSTOMER PO NO	CUSTOMER Anthony Lea- Burl		SALESPERSON Mike Swanson
Line # Qty	Part Number	Part D	<u>escription</u>		<u>s</u>	ell \$ Ext Sell \$
	<del></del>				<del></del>	
By signing			thorizes the procuremen Staples Workplace Stud			
ACCEPTED BY		<del>_</del>	ITLE		PO NU	MBER
				2	Total Sell:	\$335,681.34

Prepared By: Mike Swanson Page 2 of 4

FQO / QUOTE # DATE CUSTOMER PO NO CUSTOMER NO SALESPERSON
11/13/2020 Anthony Lea- Burbank F Mike Swanson

Line # Qty Part Number Part Description Sell \$ Ext Sell \$

#### WORKPLACE STUDIO TERMS AND CONDITIONS

Staples Contract & Commercial, Inc., operating as Staples Business Advantage, a Delaware corporation, with its principal place of business at 500 Staples Drive, Framingham, MA 01702 ("Staples"), and the customer named in the quote to which these terms and conditions are attached, and its affiliates, subsidiaries and/or members (collectively "Customer"). In consideration of the following mutual promises, the parties agree as follows:

- 1) PRICES OF PRODUCTS AND SERVICES. Customer may purchase and Supplier shall provide the products ("Products") and services ("Services") at the prices set forth in Staples' written quote. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein. Freight, handling and installation charges are invoiced separately.
- 2) DESIGN. All designs, plans, drawings, specifications, samples, and the contents therein regarding this sale shall remain the property of Staples, and may not be used, reproduced or distributed, in whole or in part without written permission from Staples.
- 3) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Customer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.
- 4) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Customer when the Product is delivered to Customer or Customer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.
- 5) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:
- A. Conditions of Installation Site It is Customer's responsibility that the site be clean and free of debris prior to installation. In the event Staples' personnel remove or assist in removing existing furniture or equipment at the job site, Customer shall pay Staples for this Service, as separately invoiced.
- B. Installation Site Services Electric current, heat, and elevator service will be furnished at Customer's expense. Customer shall provide adequate facilities for docking, moving and handling of Products.
- C. Special Packaging or Handling If special packaging or handling not contained in this Agreement is required, Customer shall pay an extra charge as invoiced separately.
- D. Delivery/Installation Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Customer shall pay additional labor costs resulting from overtime work performed at Customer's request. Staples shall designate the personnel to install the Products sold herein. Customer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Customer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Customer agrees to pay the extra cost of moving.
- E. Storage Space Unless the Products arrive at the site earlier than the date requested, the Customer shall provide safe and adequate storage space at the Customer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Customer shall pay the associated cost or expense.
- 6) INSTALLATION DELAYS. In the event that construction delays or other causes not within Customer's or Staples' control force postponement of the installation as scheduled, Staples or the Customer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Customer for purposes of invoicing and payment. Customer shall pay all transfer and storage charges incurred.
- 7) COMPLETION OF INSTALLATION. Within a reasonable time after installation of the Product, authorized representatives of Staples and the Customer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Customer shall sign the Service Reports, which shall constitute the Customer acceptance of the Products installed, subject only to the contents of the Service Report.
- 8) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Customer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.
- 9) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for the customer are not eligible for return. Upon approval by Staples, "stocked" inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. The returned Product must be in new and unused condition and returned in its original carton within 14 days from receipt date.
- 10) PAYMENT. Customer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice Customer at any time following shipment of the Product. Customer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.
- 11) TAXES. Staples may collect, and Customer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Customer shall pay the same unless the Customer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.
- 12) LIMITED WARRANTY. Staples warrants that it will pass through all manufacturers' warranties to the Customer for Products sold to Customer in lieu of any other express or implied warranties from Staples. SUPPLIER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGMENT, MERCHANTABILITY, FITNESS

Prepared By: Mike Swanson Page 3 of 4

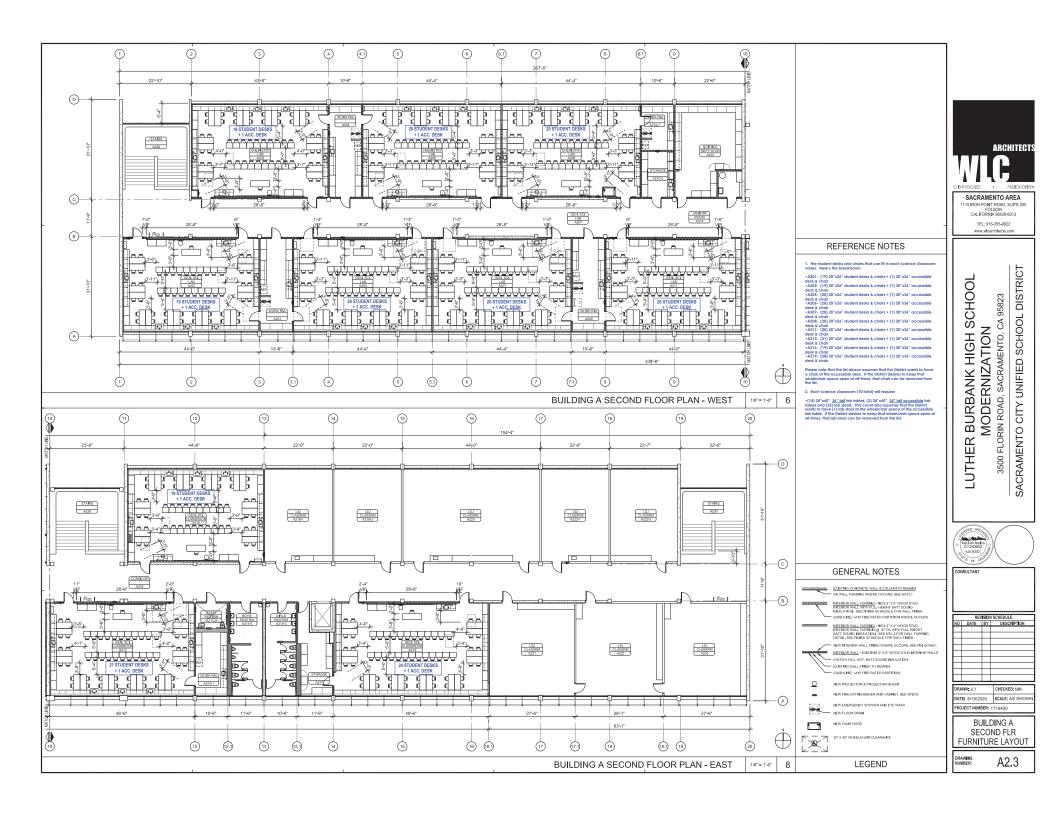
 FQO / QUOTE #
 DATE 11/13/2020
 CUSTOMER PO NO Anthony Lea- Burbank F
 CUSTOMER NO Anthony Lea- Burbank F
 SALESPERSON Mike Swanson

 Line # Qty
 Part Number
 Part Description
 Sell \$ Ext Sell \$

FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

- 13) Termination. Either party shall have the right to terminate this Agreement, for any reason during the term, by giving the other party written notice no later than thirty (30) days prior to the effective date of termination. If either party materially breaches this Agreement, the non-breaching party must give the breaching party written notice of the breach and thirty (30) days to cure such breach. If the breach is not cured within thirty (30) days, this Agreement may be terminated by the non-breaching party. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Customer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of any and all Products until all past due invoices owed to Staples by Customer have been paid.
- 14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of, or relating to a breach of the above express warranty or the sales, delivery, installation, use or performance of the Product exceed the purchase price of the Product.
- 15) CONFIDENTIALITY. The parties agree not to disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, such confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked or labeled as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. In the event of any breach of this section, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.
- 16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to this Agreement.
- 17) SECURITY INTEREST. Staples reserves and Customer hereby grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. In this connection, upon Staples request, Customer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest in the Product. Customer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Customer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.
- 18) INDEMNIFICATION. Each party ("Indemnifying Party") agrees to and shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's gross negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under this Agreement. The Indemnified Party agrees to (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.
- 19) FORCE MAJEURE. Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of any unit of government or governmental agency, or any other circumstances or causes beyond the control of either party in the conduct of its business.
- 20) ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party, provided however that Staples may assign this Agreement to any affiliate, subsidiary or controlled entity. Any party who is assigned this Agreement is bound to all of the terms and conditions contained herein.
- 21) INSURANCE. Staples shall at its own expense procure and maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Customer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Customer as an additional insured for loss or damage arising out of Staples' products or services under this Agreement; (b) name Customer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Customer facility; (c) waive insurer's subrogation rights against Customer and Customer's landlord or property manager, except to the extent loss or damage is caused solely by Customer or Customer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under this agreement; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Customer and Customer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.
- 22) Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.
- 23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties as it specifically pertains to the subject matter contained herein. In order to be effective, any modifications must be in writing, signed by an authorized agent of both parties, and attached hereto. If there are any terms and conditions presented in either party's order forms or other documents which conflict with this Agreement, the terms and conditions of this Agreement shall control. If there are any additional terms and conditions contained in Customer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.

Prepared By: Mike Swanson Page 4 of 4



Item	L <b>v</b>	Preview	Mfg	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
1	•		C&H	ST2460-36 EPOXY	24x60-36" High All Welded Science table with 1" Epoxy Resin Top and 2 Back Pack Hooks .	Burbank Science Wing	140	\$ 558.67	\$ 78,213.80
2	•		C&H	ST2460-33 EPOXY-ADA	24x60-33" High-ADA All Welded Science table with 1" Epoxy Resin Top and 2 Back Pack Hooks .	Burbank Science Wing	20	\$ 558.67	\$ 11,173.40
3	•		C&H	TMS2472-36	24x72x36h Mobile Teachers Workstatiowith 1" Epoxy Resin Top all welded metal table. See Attached Spec.	Burbank Sciience Wing	10	\$ 1,294.67	\$ 12,946.70
4	0		C&H	WS-1	36x24x30 H Teachers Desk with Grommet Hole and Wire management Trough> See Attached Spec.	Burbank Science Wing	10	\$ 341.32	\$ 3,413.20
5	<b>②</b>		Human scale	6G400-F2711	Pullout Keyboard tray per the attached specifications.	Burbank Science Wing	10	\$ 178.71	\$ 1,787.10
6	<b>②</b>		OTG	11650/11600	Armless Task Chair with stool Kit See Attached picture and specs	Burbank Science Wing	10	\$ 223.20	\$ 2,232.00
7	<b>②</b>		C&H	STD-SP 2026	20X26x30 H Student table Desk with Laminate top no back pack hook.	Burbank Science Wing	202	\$ 161.07	\$ 32,536.14
8	<b>Ø</b>		C&H	STD-SP-2036	20X36x 30H Student Table Desk with Laminate top no back pack hook.	Burbank Science Wing	10	\$ 174.67	\$ 1,746.70
9	<b>②</b>		Alumni	C-EXPL-18-PC- M	Alumni Explorer 4 leg stack chair 18" Shell Color:?? Frame: Black Marquis Swivel Nylon Glides	Burbank Science Wing	212	\$ 61.88	\$ 13,118.56
10	•		Safco	6664SL	Safco Diesel Industrial stool with back Color : Silver or Pewter	Burbank Science Wing	320	\$ 139.05	\$ 44,496.00
sub					Subtotal				\$ 201,663.60
11	•		z- Install		Complete 2nd Floor Set in Place ASEMBLY INSTALL OF THE ABOVE WITH REMOVAL OF PACKAGING WASTE	y-Install	1	\$ 26,235.29	\$ 26,235.29
					Grand Total				\$ 227,898.89

Item	<b>V</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Se	11	Ext	Sell
1	<b>~</b>	7		HCG	H105907R	10500 Series 42Wx24Dx29-1/2H Return Rt File/File Ped	College & Career		\$	447.04	\$	447.04
					\$(L2STD) .LPT1	Grd L2 Standard Laminates LAM: Portico Teak						
					S	LAM: Charcoal						
2	<b>~</b>	-	HON	HCL	HGRMTAC	4-Trac Electrical Power Hub 3" Grommet Mount	College & Career	1	\$	50.58	\$	50.58
					.X	Plastic: Standard Color						
3	<b>~</b>	F	HON	HCG	H105898L	10500 Series 66Wx30Dx29-1/2H SglPedDskLH B/B/F RectTop	College & Career	1	\$	585.11	\$	585.11
					\$(L2STD) .LPT1	Grd L2 Standard Laminates LAM: Portico Teak						
		<b></b>			S	LAM: Charcoal						
4	<b>~</b>		HON	HSN	H4073	Pagoda 4070 Series Fan Back Guest Armless Set of 2	College & Career	11	\$	424.25	\$	4,666.75
		, ,			\$(2) .SED	GRADE: II UPHOLSTERY Seed						
					10 T	Color: Harbor FRAME: Black						
5	<i></i>		HON	HSN	HFLSC1	FRAME: Black Flock Square Lounge Chair	College & Career	7	\$	855.80	\$	5,990.60
	*							•				
					.TR \$(2)	Tapered Rd PR8 or P7A FRM Gr 2 UPH						
					.DOT 90	Dotty Uph: Tide						
-					.T	Black Caster Only						
6	<b>~</b>		HON	HSN	HFLSO1	Flock Square Ottoman	College & Career	3	\$	366.84	\$	1,100.52
					.TR \$(2)	Tapered Rd PR8 or P7A FRM Gr 2 UPH						
					.WP	Whisper Vinyl						
592					86 .T	COLOR: Indigo Black Caster Only						
7			HON	HTL	HMVR-2460G-F	Motivate Table Rect 24Dx60W 2mm	College &	3	\$	443.85	\$	1,331.55
	<b>V</b>	<b>}</b>			Х	Edge Fixed Base	Career					
					.G	3" Round Grommet						
					\$(L2STD)	Grd L2 Standard Laminates						
					.LPT1 .DP	LAM: Portico Teak  Portico Teak						
					.C	Caster						
					\$(P1)	P1 Paint Opts						
•	ļ		LION	LION	.S	Charcoal	0-11 0			004.04		400.00
8	<b>✓</b>		HON	HSN	HIGCL	Ignition Guest Chair Four Leg Frame Arms	College & Career	2	\$	231.04	\$	462.08
					.E	Glide: Glide						
					.U *(2)	Back: Upholstered						
					\$(2) .SED	GRADE: II UPHOLSTERY Seed						
					10	Color: Harbor						
					.т	FRAME: Black						

Item	<b>/</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
9	<b>*</b>		HON	HTL			College &		\$ 607.44	\$ 2,429.76
	7		11011		S	Edge Nesting Base	Career		Ψ 007.11	Ψ 2,120.70
	*	<i>V</i> \								
					.N	No Grommets				
				Ī	\$(L2STD)	Grd L2 Standard Laminates				
					.LPT1	LAM: Portico Teak				
					.DP	Portico Teak				
					.C	Caster				
					\$(P1)	P1 Paint Opts				
					φ(ι ι) .S	Charcoal				
10			HON	HSN	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck	Collogo 8	1	\$ 416.96	\$ 416.96
U	,		ПОМ	ПЭМ	HIVVIVIS	Adj Tilt Seat Gld	College &	'	φ 410.90	\$ 410.90
	~					Adj Till Ocal Old	Ourcei			
		$\sim$			^	Amaza, I la imlat a mal \A/ialtla Auli				
					.A	Arm: Height and Width Adj				
				•	.S	CASTER: Soft				
					.M	Back: Mesh Back				
					\$(2)	GRADE: II UPHOLSTERY				
					.SED	Seed		•	<b>!</b>	
					17	Color: Cinder				
					.T	FRAME: Black		I		
					.SB	Base: Standard Base				
11		<b></b>	HON	HCG	HF23B	Black Removable Lock Core Kit	College &	2	\$ 14.58	\$ 29.16
	<b>V</b>	• **					Career	I		
	Ť									
- 6			İ		.X115E	KEY NUMBER: 115E		İ		
sub			<b></b>	1		Subtotal		·····		\$ 17,510.11
12		<b></b>	HON	HTL	HTTLEG72	Preside Aluminum T leg for 72" Table	Conferen	1	\$ 287.54	\$ 287.54
	1	T. T.		[ · · · -		Tops	ce Rm 1	.		÷ 2001
	*	r						•		
					\$(P1)	P1 Paint Opts				
					φ(F1) .S	Charcoal				
13		<b></b>	HON	HTL	HTLA3672	Preside 72W x 36D Racetrack	Conferen	1	\$ 297.57	\$ 297.57
3	. ,	_	ПОІ	HIL	HTLA3072	Shaped Laminate Top	ce Rm 1	'	φ 291.31	Ф 291.31
	~					onapou zammato rop				
					_	2MM/Flat				
			İ		.G			İ		
					DP	Edge: Portico Teak				
					.N	No Grommets				
					\$(L2STD)	Grd L2 Standard Laminates				
					.LPT1	LAM: Portico Teak	<u></u>			
14		<b>,</b> ,	HON	HSN	HMN2	Motivate Nest/Stack Chair-Flex	Conferen	8	\$ 308.05	\$ 2,464.40
	<b>~</b>					Bck-Uph Seat	ce Rm 1			
		V						•		
					.F	Arm: Fixed Arm				
					.E	Standard Nylon Glide		I		
					.IM	Black Mesh		•		
					.ON	COLOR: Onyx		į		
					\$(2)	Grade: II Uph		I		
					.SED	Seed .		İ		
				ĺ	10	Color: Harbor		ĺ		
-					.P7A	FRAME: Textured Charcoal				
sub			<b></b>			Subtotal	<u></u>	<u></u>		\$ 3,049.51
15		<b></b>	HON	HTL	HTTLEG144	Preside Aluminum T leg for 144"	Conferen	1	\$ 434.73	\$ 3,049.51
J		$\rightarrow$	IJON	HIL	111 ILEG 144	Table Tops	ce Rm 2	'	φ 434.13	φ 434.73
	~	-				145.0 1000	50 MH Z			
		-			¢(D4)	D4 Deint Onto				
				•	\$(P1)	P1 Paint Opts			•	
					.S	Charcoal				

Item	<b>V</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Se	ell	Ext	Sell
16	7			HTL	HTLA48144	Preside 144W x 48D Racetrack	Conferen	1	\$	582.38	\$	582.38
	<b>V</b>					Shaped Laminate Top	ce Rm 2	I				
					.G	2MM/Flat						
					DP	Edge: Portico Teak						
					.N	No Grommets						
					\$(L2STD)	Grd L2 Standard Laminates		•				
					.LPT1	LAM: Portico Teak						
17	•••••		HON	HTL	HMVR-2460G-F	Motivate Table Rect 24Dx60W 2mm	Conferen	3	\$	430.18	\$	1,290.54
	<b>V</b>	1			Χ	Edge Fixed Base	ce Rm 2	•				
		V V										
					.N	No Grommets						
					\$(L2STD)	Grd L2 Standard Laminates						
					.LPT1	LAM: Portico Teak						
					.DP	Portico Teak						
					.C	Caster						
			İ	İ	\$(P1)	P1 Paint Opts						
					.S	Charcoal		•				
18			HON	HSN	HMN2	Motivate Nest/Stack Chair-Flex	Conferen	6	\$	308.05	\$	1,848.30
	<b>V</b>					Bck-Uph Seat	ce Rm 2					
								•				
			İ		.F	Arm: Fixed Arm						
					.E	Standard Nylon Glide						
					.IM	Black Mesh						
					.ON	COLOR: Onyx						
					\$(2)	Grade: II Uph		•				
					.SED	Seed						
					10	Color: Harbor						
					.P7A	FRAME: Textured Charcoal		•				
19			HON	HSN	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck		12	\$	416.96	\$	5,003.52
	<b>V</b>					Adj Tilt Seat Gld	ce Rm 2					
		7										
			İ		.A	Arm: Height and Width Adj		ĺ				
					.S	CASTER: Soft						
					.M	Back: Mesh Back						
					\$(2)	GRADE: II UPHOLSTERY						
					.SED	Seed						
					10	Color: Harbor		1				
					.Т	FRAME: Black						
			<u></u>	<u></u>	.SB	Base: Standard Base	<u></u>					·····
sub	<b></b>		<u></u>	<u></u>		Subtotal	<u></u>	<u>_</u>				9,159.47
20	_		HON	HCG	H105897R	10500 Series 66Wx30Dx29-1/2H Sgl			\$	585.11	\$	2,340.44
	<b>V</b>					Ped DskRH B/B/FRectTop	/Psycholo gist					
		,					Offices					
					\$(L2STD)	Grd L2 Standard Laminates		•		•		
			İ		.LPT1	LAM: Portico Teak		i				
					S	LAM: Charcoal						
21	_		HON	HCG	H105907R	10500 Series 42Wx24Dx29-1/2H Return Rt File/File Ped	Counselor		\$	447.04	\$	2,235.20
	<b>V</b>					Neturi Ki File/File Peq	/Psycholo gist					
					<b>6</b> /1.00 <b>T</b> D\	Ord I O Otara danid I	Offices					
					\$(L2STD)	Grd L2 Standard Laminates						
r9n					.LPT1	LAM: Characal		ĺ				
<u>*</u>	<b></b>			1100	S	LAM: Charcoal				,,,,,,		
22	_		HON	HCG	H105908L	10500 Series 42Wx24Dx29-1/2H	Counselor		\$	447.04	\$	1,341.12
	<b>V</b>					Return Lt File/File Ped	/Psycholo gist	1				
		_			Φ/I 00TD\	Cond I O Chandered I conting t	Offices					
					\$(L2STD)	Grd L2 Standard Laminates		ļ				
					.LPT1	LAM: Portico Teak						
	l			-	S	LAM: Charcoal				1		

Item	<b>V</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Sel	II	Ext	Sell
23			HON	HCL	HGRMTAC	4-Trac Electrical Power Hub 3"	Counselo	9	\$	50.58	\$	455.22
	<b>V</b>	-				Grommet Mount	/Psycholo			I		
							gist					
					.X	Plastic: Standard Color	ППРДС					
24			HON	HCG	H105690	10500 Series 36Wx24Dx29-1/2H	Counselo	1	\$	491.24	\$	491.24
	<b>V</b>					Lateral File Two-Drawer	/Psycholo			İ		
							gist					
					\$(L2STD)	Grd L2 Standard Laminates	т шюде					
				ĺ	.LPT1	LAM: Portico Teak				İ		
· 6	1				s	LAM: Charcoal						
25	Ť		HON	HCG	H105535	10500 Series Bookcase 5-shelf	Counselo	12	\$	389.62	\$	4,675.44
	1					36Wx13-1/8Dx71H	/Psycholo					
	*		•				gist					
					\$(L2STD)	Grd L2 Standard Laminates	Offices					
					.LPT1	LAM: Portico Teak						
			•		S	LAM: Charcoal						
26	┧		HON	HCG	H105898L	10500 Series 66Wx30Dx29-1/2H	Counselo	5	\$	585.11	\$	2,925.55
			. 1011	1.50		SglPedDskLH B/B/F RectTop	/Psycholo		Ψ	500.11	Ψ	_,020.00
	*						gist			•		
				İ	\$(L2STD)	Grd L2 Standard Laminates	Offices			Ī		
					φ(L231D) .LPT1	LAM: Portico Teak						
					S							
	<b>-</b>	ļ			i	LAM: Charcoal		40		004.04		4 450 70
27			HON	HSN	HIGCL	Ignition Guest Chair Four Leg Frame Arms			\$	231.04	\$	4,158.72
	~					Alliis	/Psycholo gist					
		V					Offices			Ī		
					.E	Glide: Glide						
					.U	Back: Upholstered						
					\$(2)	GRADE: II UPHOLSTERY						
			•		.SED	Seed						
					10	Color: Harbor						
÷.	3				.T	FRAME: Black						
28			HON	HSN	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck			\$	416.96	\$	3,752.64
	<b>V</b>			Ī		Adj Tilt Seat Gld	/Psycholo					
							gist					
					.A	Arm: Height and Width Adj						
				ĺ	.S	CASTER: Soft						
					.M	Back: Mesh Back						
					\$(2)	GRADE: II UPHOLSTERY						
					.SED	Seed						
					17	Color: Cinder						
					.т	FRAME: Black						
· 2	3				.SB	Base: Standard Base						
29	†		HON	HCG	HF23B	Black Removable Lock Core Kit	Counselo	2	\$	14.58	\$	29.16
	1			1			/Psycholo		•		*	
	•						gist					
					.X114E	KEY NUMBER: 114E	Offices			•		
•	1			İ		Office 1				Ī		
30	<b>-</b>		HON	HCG	HF23B	Black Removable Lock Core Kit	Counselor	2	\$	14.58	\$	29.16
- <del>-</del>	1				202	2.33. Romovasio Look Gold Rit	/Psycholo		Ψ		Ψ	20.10
	*	* - * **		İ			gist			İ		
					.X101E	KEY NUMBER: 101E	Offices					
•						Office 2						
<u>™</u> 31	3		UON.	шсс	UE33D	: 	Coursel	2	φ.	11 50	φ	20.46
31			HON	HCG	HF23B	Black Removable Lock Core Kit	Counselor /Psycholo		\$	14.58	\$	29.16
	<b>V</b>	<b>4</b> 🚅 🛫					gist					
					V400E	KEV NUMBER, 4005	Offices					
			<b>!</b>	•	.X102E	KEY NUMBER: 102E						
92	3	<u></u>	<u> </u>	<u> </u>	<u> </u>	Office 3	<u></u>	I				

Item	<b>V</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Sell	Ext S	ell
32				HCG	HF23B	Black Removable Lock Core Kit	Counselor	2	\$ 14.58	\$	29.16
	<b>✓</b>	• 🚣 🛥					/Psycholo gist				
					.X103E	KEY NUMBER: 103E	Offices	-			
£	3					Office 4		•	•		
33	~	• ‡ -•	HON	HCG	HF23B	Black Removable Lock Core Kit	Counseloi /Psycholo	2	\$ 14.58	\$	29.16
							gist				
					.X104E	KEY NUMBER: 104E		İ			
- ·	<u> </u>	<u> </u>		<u></u>		Office 5					
34	١,		HON	HCG	HF23B	Black Removable Lock Core Kit	Counselor /Psycholo	2	\$ 14.58	\$	29.16
	~	* 🚤 🛥					gist	I			
					.X105E	KEY NUMBER: 105E	Offices				
€2	a.				.X100L	Office 6		I			
35	<u> </u>		HON	HCG	HF23B	Black Removable Lock Core Kit	Counselo	2	\$ 14.58	\$	29.16
•	1		11011	1100	111 200	Black Removable Look Core Ric	/Psycholo	-	Ψ 14.00	Ψ	20.10
	•	·					gist	-			
					.X106E	KEY NUMBER: 106E	Offices				
£	3					Office 7		ĺ			
36	<b>-</b>		HON	HCG	HF23B	Black Removable Lock Core Kit	Counselor	2	\$ 14.58	\$	29.16
	<b>V</b>	• = -					/Psycholo				
							gist				
_					.X107E	KEY NUMBER: 107E		•			
€Ž	<u> </u>	<u> </u>		<u> </u>		Office 8		<u>i</u>			
37		_	HON	HCG	HF23B	Black Removable Lock Core Kit	Counselor	2	\$ 14.58	\$	29.16
	<b>~</b>	• <del>-</del>					/Psycholo gist				
					V400E	KEYAHIMBED 400E	Offices				
19	u				.X108E	KEY NUMBER: 108E		•	•		
sub	<u> </u>			<u> </u>		Office 9				¢ 22	620 04
38	<b>-</b>		HON	HCG	H105102	Subtotal 10500 SeriesMobile Full Ht Ped	Group	8	\$ 407.39		<b>,638.01</b> ,259.12
30	1		ПОІМ	псв	H 103 102	B/B/F 15-5/8W x 22-3/4D	Work Rm	0	φ 407.39	φз	,209.12
					\$(L2STD)	Grd L2 Standard Laminates					
-					.LPT1	LAM: Portico Teak		İ			
•	3			<u></u>	S	LAM: Charcoal					
39	~		HON	HCG	H10578	10500 Series Desk Shell 60W x 30D x 29-1/2H	Group Work Rm	8	\$ 325.37	\$ 2	,602.96
					\$(L2STD)	Grd L2 Standard Laminates					
					.LPT1	LAM: Portico Teak		ĺ	Ī		
£2	3			•	S	LAM: Charcoal					
40	<del>-</del>		HON	HCG	H10561	10500 Series Return Shell 29-1/2H x	Group	4	\$ 252.46	\$ 1	,009.84
	<b>~</b>					48W x 24D	Work Rm				
					\$(L2STD)	Grd L2 Standard Laminates					
					υ(L231D) .LPT1	LAM: Portico Teak		I			
52	3				S	LAM: Charcoal		•			
41	<del>-</del>		HON	HSN	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck	Group	8	\$ 416.96	\$ 3	,335.68
	<b>~</b>				-	Adj Tilt Seat Gld	Work Rm		,	, 0	,
					.A	Arm: Height and Width Adj					
				•	.S	CASTER: Soft		I			
					.M	Back: Mesh Back					
					\$(2)	GRADE: II UPHOLSTERY		İ			
			<u> </u>	•	.DOT	Dotty					
		Í			90	Uph: Tide					
					.Т	FRAME: Black					
	1	1	1	1	.SB	Base: Standard Base	1				

Item	1	<b>✓</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
42		✓		HON	HTL	HMVR-2460G-F X	Motivate Table Rect 24Dx60W 2mm Edge Fixed Base	Group Work Rm	3	\$ 430.	18 \$ 1,290.54
						.N	No Grommets				
						\$(L2STD)	Grd L2 Standard Laminates				
						.LPT1	LAM: Portico Teak				
						.DP	Portico Teak				
						.G	Glide				
						\$(P1)	P1 Paint Opts				
ē	O	I				.S	Charcoal				
43		<b>~</b>		HON	HSN	HMN2	Motivate Nest/Stack Chair-Flex Bck-Uph Seat	Group Work Rm	8	\$ 308.	05 \$ 2,464.40
			$V \longrightarrow V$								
		I				.F	Arm: Fixed Arm				
		I				.E	Standard Nylon Glide				
						.IM	Black Mesh				
						.ON	COLOR: Onyx				
		•			Ī	\$(2)	Grade: II Uph				
		Ī			İ	.SED	Seed				
						10	Color: Harbor				
ē	Ø					.P7A	FRAME: Textured Charcoal				
44		<u>*</u>		CLR	CLR	C-CP-0404-MB	Aluminium Frame Boards - Concept Markerboard 4'H x 4'W	Group Work Rm	1	\$ 232.	91 \$ 232.91
							0-PRODUCTION-PRODUCTION R				
							#100 WHITE MARKERBOARD/ F				
							NO TRAY				
							SATIN FRAME				
							NO GRID LINES				
	Qn.	I				100	LCS3 White				
45	Ø						QUOTE #Q3022184		1	\$ 0.	00 \$ 0.00
	Ö	0							'	Φ 0.	\$ 0.00
46		<u>*</u>		CLR	CLR	C-CP-0406-MB	Aluminium Frame Boards - Concept Markerboard 4'H x 6'W	Group Work Rm	1	\$ 336.	71 \$ 336.71
							0-PRODUCTION-PRODUCTION R				
							#100 WHITE MARKERBOARD/ F				
							NO TRAY				
							SATIN FRAME				
							NO GRID LINES				
		Ī				100	LCS3 White				
5	O						QUOTE #Q3022184				
17	<u> </u>			CLR	CLR	C-CP-0406-MO	Aluminium Frame Boards - Concept	Group	2	\$ 561.	52 \$ 1,123.04
		<u>**</u>		OLIK	OLIT	D		Work Rm	: =	Ψ 001.	ν 1,120.01
							0-PRODUCTION-PRODUCTION R #100 WHITE MARKERBOARD/ F NO TRAY				
		•		•			<u> </u>				
							SATIN FRAME				
						400	WITH GRID LINES				
	Qn	•			•	100	LCS3 White				
	Ø						QUOTE #Q3022184				
48		✓	• ===	HON	HCG	HF23B	Black Removable Lock Core Kit	Group Work Rm	8	\$ 14.	58 \$ 116.64
ē	8					.X	Keyed at Random				
sub	<del>-</del>						Subtotal				\$ 15,771.84

Item	<b>V</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Se	ell	Ext	Sell
49			HON	HSN	HHCG11	Soothe Guest seating single-seat	Lobby	4	\$	464.81		1,859.24
	<b>√</b>					arms						
					.S	Arm: Charcoal Urethane						
					\$(2)	Gr 2 UPH						
				Ĭ	.WP	Whisper Vinyl		Ī				
					36	COLOR: Cerulean						
6	4				.P7A	Textured Charcoal						
ub	<del>-</del>		<u> </u>	· <del>-</del>	T	Subtotal					•	1,859.24
50	<del> </del>		HON	HCG	H10578		Main	1	\$	325.37	\$	325.37
	<b>~</b>		11011	1100	1110070	x 29-1/2H	Office/Re ception	'	Ψ	020.07	Ψ	020.01
					\$(L2STD)	Grd L2 Standard Laminates						
					.LPT1	LAM: Portico Teak						
6	2				S	LAM: Charcoal						
	<u> </u>		LION	1100	E					407.00	Φ	407.00
51	~		HON	HCG	H105102	10500 SeriesMobile Full Ht Ped B/B/F 15-5/8W x 22-3/4D	Main Office/Re ception	1	\$	407.39	\$	407.39
					\$(L2STD)	Grd L2 Standard Laminates						
					.LPT1	LAM: Portico Teak						
6	4				s	LAM: Charcoal						
2	<u> </u>		HON	HCG	H10502	10500 Series Floorstnd Full Ht Ped	Main	1	\$	312.61	\$	312.61
-	<b>~</b>		i ioiv	1100	1110002	B/B/F 15-5/8W x 22-3/4D	Office/Re ception	'	Ψ	012.01	Ψ	012.01
					\$(L1STD)	Grd L1 Standard Laminates						
6	à				.S	LAM: Charcoal		•		•		
3	<b>~</b>		HON	HCG	H105816L	10500 Series Lt Extended Corner Uni 24-36x72-24x 29-1/2	Main Office/Re ception	1	\$	509.92	\$	509.92
					\$(L2STD)	Grd L2 Standard Laminates						
				İ	LPT1	LAM: Portico Teak						
Į.	ta.				S	LAM: Charcoal						
- 14	<u> </u>				I -					570.40		F70 40
<b>i4</b>	~		HON	HCG	H105903R	10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped	Main Office/Re ception	1	\$	576.46	\$	576.46
					\$(L2STD)	Grd L2 Standard Laminates						
					.LPT1	LAM: Portico Teak						
50	4			ĺ	S	LAM: Charcoal						
5	<u> </u>		HON	HCL	HGRMTAC	4-Trac Electrical Power Hub 3"	Main	1	\$	50.58	\$	50.58
	<b>~</b>	-	i i i i i			Grommet Mount	Office/Re ception	'	Ψ	00.00	Ψ	00.00
6	3				.X	Plastic: Standard Color						
56	~	_	HON	HCL	HHN831124	Flat Bracket 24D	Main Office/Re ception	1	\$	29.16	\$	29.16
Z9	n.			Ĭ	.S	Color: Charcoal						
	<u> </u>		LION	1100	<b>=</b>	<u> </u>	NA - t			400.40		400.40
57	~		HON	HCG	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	Main Office/Re ception	1	\$	466.18	\$	466.18
					\$(L2STD)	Grd L2 Standard Laminates		•		•		
					LPT1	LAM: Portico Teak						
6	4				S	LAM: Charcoal						
58	<u>•</u>		HON	HCG	H10516	10500 Series Lat File 4-Dr36W 20D 59-1/8H	Main Office/Re ception	2	\$	991.14	\$	1,982.28
					¢/I 20TD)	Crd   2 Standard   aminatas	2000011					
					\$(L2STD)	Grd L2 Standard Laminates		ĺ				
re	n				.LPT1	LAM: Portico Teak		•				
9	Ø				S	LAM: Charcoal				1		

Item	<b>V</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Se	ell	Ext	Sell
59	<b>✓</b>			HSN	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld		2	\$	416.96	\$	833.92
					.A	Arm: Height and Width Adj						
					.S	CASTER: Soft		•		•		
				ĺ	.M	Back: Mesh Back				İ		
					\$(2)	GRADE: II UPHOLSTERY		I		I		
					.DOT	Dotty						
					90	Uph: Tide						
-0-					.Т	FRAME: Black		•		•		
100	<b></b>				.SB	Base: Standard Base						
60	<b>✓</b>		HON	HSN	HMG4	Motivate Four Leg Couner Height Stool Uph Seat	Main Office/Re ception	2	\$	214.63	\$	429.26
					.N	Arm: No Arm		I		I		
					.E	Standard Nylon Glide						
					.ON	COLOR: Onyx		l		l		
					\$(2)	Grade: II Uph		I		•		
					.SED	Seed						
_					10	Color: Harbor						
- 6	<b></b>	<b></b>			.P7A	FRAME: Textured Charcoal	em					
61	<b>~</b>		HON	HSN	HMN2	Motivate Nest/Stack Chair-Flex Bck-Uph Seat	Main Office/Re ception	4	\$	308.05	\$	1,232.20
				İ	.F	Arm: Fixed Arm		İ		İ		
					.E	Standard Nylon Glide						
					.IM	Black Mesh						
					.ON	COLOR: Onyx						
					\$(2)	Grade: II Uph						
				ĺ	.SED	Seed		Ī		İ		
					10	Color: Harbor		I		I		
•	ļ			<u></u>	.P7A	FRAME: Textured Charcoal						
62	<b>~</b>	F	HON	HTL	НСТ29МТ	Arrnge Seated Hght T-legs for 30D Srfc - 2 bases	Main Office/Re ception	1	\$	326.73	\$	326.73
		'			\$(P1)	P1 Paint Opts		l				
-					.P7A	Textured Charcoal		•		•		
33		Υ	HON	HTL	HCT36ST		Main	1	\$	315.80	\$	315.80
	<b>V</b>	<b> </b>				Srfc - 2 bases	Office/Re ception					
674					\$(P1) .P7A	P1 Paint Opts						
<u>್ಯ</u> 64	ļ		HON	HTL	. E <b> </b>	Textured Charcoal	Main	1	\$	184.10	\$	184.10
<b>04</b>	<b>✓</b>	—	HON	ПІЬ	INCIRECT2400	Arrange Table 24" x 60" Rectangle Top	Office/Re ception	1	Φ	104.10	Ф	104.10
				ĺ	.N	No Grommet		Ī		İ		
					\$(L2STD)	Grd L2 Standard Laminates				l		
					.LPT1	LAM: Portico Teak						
8	<u> </u>			<u></u>	.DP	Portico Teak	<u> </u>	<u>_</u>		<u> </u>		
65	<b>~</b>	_	HON	HTL	HCTRECT3060	Arrange Table 30" x 60" Rectangle Top	Main Office/Re ception	1	\$	194.58	\$	194.58
					.N	No Grommet		•		•		
					\$(L2STD)	Grd L2 Standard Laminates		Ī		Ī		
_					.LPT1	LAM: Portico Teak		I		I		
-					.DP	Portico Teak						

Item	- 🗸 l	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Sell	Ext S	Sell
66	<b>v</b>			HTL		Motivate Table Rect 24Dx48W 2mm Edge Fixed Base	Main Office/Re ception	2	\$ 411.04	\$	822.08
		, ,			N	No Crammata	сериоп				
					.N	No Grommets Grd L2 Standard Laminates					
					\$(L2STD) .LPT1	LAM: Portico Teak					
					.DP	Portico Teak					
					.C	Caster			•		
					\$(P1)	P1 Paint Opts					
-					.S	Charcoal					
67			HON	HVO	HLSLR2436	Voi 24"D x 36" W Rectangle	Main	1	\$ 119.39	\$	119.39
	✓	_				Worksurface	Office/Re ception		¥ 1.0.00	Ť	
					\$(L2STD)	Grd L2 Standard Laminates					
					.LPT1	LAM: Portico Teak					
					DP	Edge: Portico Teak					
					.G	Grommets					
0					Р	Clr: Black			•		
68	<b>@</b>		Obex		30x48FSCA	OBEX 30"H X 48"W Desk	Main	5	\$ 158.23	\$	791.15
_	•					Freestanding Screen with Feet	Office/				
•				ļ		Clear					
69	<b>✓</b>	• = =	HON	HCG	HF23B	Black Removable Lock Core Kit	Main Office/Re ception	1	\$ 14.58	\$	14.58
-					.X	Keyed at Random					
70			HON	HCG	HF23B	Black Removable Lock Core Kit	Main	3	\$ 14.58	\$	43.74
	✓	• 🚅 🛥					Office/Re ception			Ť	
- E					.X113E	KEY NUMBER: 113E					
71	<b>✓</b>	· = =	HON	HCG	HF23B	Black Removable Lock Core Kit	Main Office/Re ception	2	\$ 14.58	\$	29.16
					.X112E	KEY NUMBER: 112E					
sub						Subtotal					9,996.64
72	✓	F	HON	HCG	H105908L	10500 Series 42Wx24Dx29-1/2H Return Lt File/File Ped	Office Manager	1	\$ 447.04	\$	447.04
					\$(L2STD)	Grd L2 Standard Laminates					
					.LPT1	LAM: Portico Teak					
					S	LAM: Charcoal					
73	<b>~</b>		HON	HCG	H10517	10500 Series 36Wx20Dx45-1/2H Lateral File-Three-Drawer	Office Manager	1	\$ 757.82	\$	757.82
					\$(L2STD)	Grd L2 Standard Laminates		Ī			
					.LPT1	LAM: Portico Teak					
					S	LAM: Charcoal					
74			HON	HCG	H105293	10500 Series 36W x 24D x66-5/8H	Office	1	\$ 1,083.65	\$ 1	1,083.65
	✓					Storage Cab/Lat File	Manager		1,0000	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
				•	\$(L2STD)	Grd L2 Standard Laminates		•			
					.LPT1	LAM: Portico Teak					
· 🖔					S	LAM: Charcoal	<u>.</u>	<b></b>			
75	<b>~</b>	-	HON	HCL	HGRMTAC	4-Trac Electrical Power Hub 3" Grommet Mount	Office Manager	1	\$ 50.58	\$	50.58
					.X	Plastic: Standard Color					

Item	<b>V</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
76	<b>~</b>		HON	HCG	H10502	10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D	Office Manager	1	\$ 312.61	\$ 312.61
					\$(L1STD) .S	Grd L1 Standard Laminates LAM: Charcoal				
77			HON	HCG	H105815R	10500 Series Rt Extended Corner	Office	1	\$ 509.92	\$ 509.92
••	✓		11011			Unit 24-36x72-24x29-1/2	Manager		Ψ 000.02	Ψ 000.02
					\$(L2STD)	Grd L2 Standard Laminates				
					.LPT1	LAM: Portico Teak		I		
					S	LAM: Charcoal				
78			HON	HSN	HIGCL	Ignition Guest Chair Four Leg Frame		2	\$ 231.04	\$ 462.08
	<b>✓</b>					Arms	Manager			
		V			.E	Glide: Glide				
					.U	Back: Upholstered				
					\$(2)	GRADE: II UPHOLSTERY		İ	Ī	
					.SED	Seed		•		
					10	Color: Harbor				
					.T	FRAME: Black				
79			HON	HSN	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck		1	\$ 416.96	\$ 416.96
	<b>~</b>					Adj Tilt Seat Gld	Manager	İ	Ī	
		7								
					.A	Arm: Height and Width Adj				
					.S	CASTER: Soft				
					.M	Back: Mesh Back			•	
					\$(2) .DOT	GRADE: II UPHOLSTERY  Dotty				
					90	Uph: Tide		I		
					.T	FRAME: Black				
					.SB	Base: Standard Base				
80			HON	HCG	HF23B	Black Removable Lock Core Kit	Office	5	\$ 14.58	\$ 72.90
	<b>✓</b>	· 🚆 🛥	11011			Black Normorable 2008 Gord Nik	Manager		Ψ 11.00	Ψ 12.00
-					.X109E	KEY NUMBER: 109E				
sub						Subtotal	C			\$ 4,113.56
81			HON	HCG	H10564	10500 Series Cred Shell 60W x 24D	Parent	1	\$ 306.23	\$ 306.23
	<b>✓</b>	H				29-1/2H	Center			
					\$(L2STD)	Grd L2 Standard Laminates		•		
					.LPT1	LAM: Portico Teak				
-					S	LAM: Charcoal				
82	_		HON	HCG	H105102	10500 SeriesMobile Full Ht Ped B/B/F 15-5/8W x 22-3/4D	Parent Center	1	\$ 407.39	\$ 407.39
	<b>V</b>					13-3/0VV X ZZ-3/4D	CELICE			
					\$(L2STD)	Grd L2 Standard Laminates				
					δ(L2STD) .LPT1	LAM: Portico Teak				
5%					S	LAM: Charcoal	•			
83		_	HON	HSN	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck	Parent	1	\$ 416.96	\$ 416.96
00	<b>✓</b>		11011	11011	ITTIVVIVIO	Adj Tilt Seat Gld	Center	'	Ψ 410.30	Ψ 410.30
		$\sim$			.A	Arm: Height and Width Adj	į			
					.S	CASTER: Soft				
					.M	Back: Mesh Back				
					\$(2)	GRADE: II UPHOLSTERY				
					.SED	Seed				
					17	Color: Cinder				
					.T	FRAME: Black				
				1	.SB	Base: Standard Base	E	8		

Item	<b>^</b>	Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Se	II	Ext	Sell
4			HON	HTL	HTTLEG120	Preside Aluminum T leg for 120"	Parent	1	\$	404.20	\$	404.20
	$\checkmark$	$\Rightarrow$				Table Tops	Center			•		
		'										
					\$(P1)	P1 Paint Opts						
_			LION		.S	Charcoal	D1			500.44		500 44
5			HON	HTL	HTLA48120	Preside 120W x 48D Racetrack Shaped Laminate Top	Parent Center	1	\$	520.41	\$	520.41
	<b>V</b>					Shaped Laminate 10p	Certiei			•		
					.G	2MM/Flat						
					DP	Edge: Portico Teak						
					.N	No Grommets						
					\$(L2STD)	Grd L2 Standard Laminates						
					.LPT1	LAM: Portico Teak						
;			HON	HTL	HMVR-2460G-F	Motivate Table Rect 24Dx60W 2mm	Parent	2	\$	430.18	\$	860.36
	1				X	Edge Fixed Base	Center					
	•	V V										
					.N	No Grommets						
					\$(L2STD)	Grd L2 Standard Laminates						
					.LPT1	LAM: Portico Teak						
					.DP	Portico Teak						
					.C	Caster						
					\$(P1)	P1 Paint Opts						
					.S	Charcoal						
		<b>,</b> ,	HON	HSN	HMN2	Motivate Nest/Stack Chair-Flex	Parent	15	\$	308.05	\$ -	4,620.75
	$\checkmark$					Bck-Uph Seat	Center					
		$V \rightarrow$										
					.F	Arm: Fixed Arm						
					.E	Standard Nylon Glide						
					.IM	Black Mesh						
					.ON	COLOR: Onyx						
					\$(2) .SED	Grade: II Uph Seed						
						Color: Harbor						
					10 .P7A	FRAME: Textured Charcoal						
			HON	HCG	HF23B		Parent	1	\$	14.58	\$	14.58
	1	4	HOIN	1100	111 230	DIACK Nemovable Lock Core Kit	Center	'	Ψ	14.50	Ψ	14.50
	*	·										
-					.X	Keyed at Random						
ıb			<b></b>	-		Subtotal					\$	7,550.88
			HON	HTL	HTTLEG72	Preside Aluminum T leg for 72" Table	Principal	1	\$	287.54	\$	287.54
	<b>V</b>	LL				Tops						
		/ Y										
_				İ	\$(P1)	P1 Paint Opts						
· 🍪					.S	Charcoal						
			HON	HTL	HTLA3672	Preside 72W x 36D Racetrack	Principal	1	\$	297.57	\$	297.57
	$\checkmark$					Shaped Laminate Top						
			ĺ		.G	2MM/Flat						
					DP	Edge: Portico Teak						
					.N	No Grommets						
					\$(L2STD)	Grd L2 Standard Laminates						
ren				1	.LPT1	LAM: Portico Teak						772
			11011	1100	1140500440		Principal					
	······································		HON	HCG	H105R2442	42Wx24D Rectangle Worksurface	i illioipai	1	\$	115.75	\$	115.75
	<b>~</b>	_	HON	HCG	H105R2442	42WX24D Rectangle Worksurface	ППОГР	'	Ψ	110.70	\$	115.75
	<b>✓</b>		HON	HCG		-	moipai	'	Φ	115.75	\$	115.75
<b>200</b>	<b>✓</b>		HON	HCG	H105R2442 \$(L2STD) .LPT1	Grd L2 Standard Laminates LAM: Portico Teak	ППОГРСІ		φ	115.75	\$	110.70

92 93 94	/ Previe	W Mfg HON HON	HCG	\$(P1) S H105104  \$(L2STD) LPT1 S HIWM3	Part Description  24"D x 28"H O-Leg Support for Wksf (single leg)  P1 Paint Opts Charcoal  10500 SeriesMobile Full Ht Ped F/F 15-5/8W x 22-3/4D  Grd L2 Standard Laminates LAM: Portico Teak LAM: Charcoal Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld  Arm: Height and Width Adj	Principal	2 2 2	\$ 407.39	<b>Ext</b> : \$	288.00 814.78 833.92
93		HON	HCG	\$(P1) .S H105104 \$(L2STD) .LPT1 S HIWM3	(single leg) P1 Paint Opts Charcoal 10500 SeriesMobile Full Ht Ped F/F 15-5/8W x 22-3/4D  Grd L2 Standard Laminates LAM: Portico Teak LAM: Charcoal Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	Principal		 407.39		814.78
93				\$(L2STD) LPT1 \$	Charcoal 10500 SeriesMobile Full Ht Ped F/F 15-5/8W x 22-3/4D  Grd L2 Standard Laminates LAM: Portico Teak LAM: Charcoal Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld					
93				\$(L2STD) LPT1 S HIWM3	10500 SeriesMobile Full Ht Ped F/F 15-5/8W x 22-3/4D Grd L2 Standard Laminates LAM: Portico Teak LAM: Charcoal Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld					
₩				\$(L2STD) .LPT1 S HIWM3	15-5/8W x 22-3/4D  Grd L2 Standard Laminates  LAM: Portico Teak  LAM: Charcoal  Ignition Wk Mid-bck Pneu Syn tilt Bck  Adj Tilt Seat Gld					
		HON	HSN	LPT1 S HIWM3	LAM: Portico Teak LAM: Charcoal Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	Principal	2	\$ 416.96	\$	833.92
		HON	HSN	S HIWM3	LAM: Charcoal Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	Principal	2	\$ 416.96	\$	833.92
		HON	HSN	.A	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	Principal	2	\$ 416.96	\$	833.92
				=	Arm: Height and Width Adi	:		=		
				.S	CASTER: Soft					
				.M \$(2)	Back: Mesh Back GRADE: II UPHOLSTERY					
				.SED 17 .T	Seed Color: Cinder FRAME: Black					
-				.SB	Base: Standard Base					
95	/ 🖺	HON	HSN	HIGCL	Ignition Guest Chair Four Leg Frame Arms	Principal	4	\$ 231.04	\$	924.16
	VV			.E .U	Glide: Glide Back: Upholstered					
				\$(2) .SED	GRADE: II UPHOLSTERY Seed					
5%				10 .T	Color: Harbor FRAME: Black					
96	/ • <b>5</b> =	HON •	HCG	HF23B		Principal	2	\$ 14.58	\$	29.16
<b>2</b>				.X110E	KEY NUMBER: 110E					
sub			<u> </u>		Subtotal		<u>_</u>			3,590.88
97	/ <b>T</b>	HON	HCG	H105907R	10500 Series 42Wx24Dx29-1/2H Return Rt File/File Ped	Registrar	1	\$ 447.04	\$	447.04
				\$(L2STD) .LPT1	Grd L2 Standard Laminates LAM: Portico Teak					
				S	LAM: Charcoal			 	·····	·· <b>····</b>
98	/ -	HON	HCL	HGRMTAC	4-Trac Electrical Power Hub 3" Grommet Mount	Registrar	1	\$ 50.58	\$	50.58
				.X	Plastic: Standard Color					
99	<i>,</i>	HON	HCG	H105898L	10500 Series 66Wx30Dx29-1/2H SglPedDskLH B/B/F RectTop	Registrar	1	\$ 585.11	\$	585.11
				\$(L2STD)	Grd L2 Standard Laminates LAM: Portico Teak					
				S	LAM: Charcoal		Ī			

Page 13 of 13

100		Preview	Mfg	Cat	Part Number	Part Description	Alias 1	Qty	Sell	Ext	Sell
	<b>✓</b>		HON	HSN	HIGCL	Ignition Guest Chair Four Leg Frame Arms	Registrar	2	\$ 231.04	\$	462.08
		VV			.E	Glide: Glide					
					.U	Back: Upholstered					
					\$(2)	GRADE: II UPHOLSTERY					
					.SED	Seed		•			
					10	Color: Harbor					
	<b></b>			ļ	.T	FRAME: Black					
101	<b>✓</b>		HON	HSN	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	Registrar	1	\$ 416.96	\$	416.96
			•		.A	Arm: Height and Width Adj		•			
					.S	CASTER: Soft		i			
					.M	Back: Mesh Back		l			
					\$(2)	GRADE: II UPHOLSTERY					
					.SED	Seed		İ			
					17	Color: Cinder		-			
					.T	FRAME: Black					
					.SB	Base: Standard Base					
102	<b>~</b>		HON	HCG	HF23B	Black Removable Lock Core Kit	Registrar	2	\$ 14.58	\$	29.16
•					.X111E	KEY NUMBER: 111E					
sub				ļ		Subtotal					1,990.93
103	0		Barska		AX11818	BARSKA 200 POSITION KEY CABINET WITH LOCK	ALL	2	\$ 146.23	\$	292.46
104	<b>✓</b>		HON	HCG	HF22	Master Key (One Key)	ALL	2	\$ 11.39	\$	22.78
sub	<b></b>					Subtotal				\$	315.24
105 📸	0					OBEX Freight	Freight	1	\$ 79.11	\$	79.11
106	0		CLR	CLR		CLARIDGE Freight	Freight	1	\$ 274.68	\$	274.68
sub	••••••			\$. <b></b>		Subtotal		······		\$	353.79
107	0					Set Up and installation of the above furniture on site per the attached.	Z-Install	1	\$ 9,882.35	\$	9,882.35
						Grand Total		1		\$ 10	7,782.45



# ORDER FORM

Order No: 98239 Order Issue Date: 11/5/2020

Quote No: 3

Quote Issue Date: 11/5/2020

Kelvin Education, Inc. P.O. Box 51392 Irvine, CA 92619 949-303-6772 www.kelvin.education

#### **Customer Information**

Name: Sacramento City Unified School District Date: 11/5/2020 Address: 5735 47th Avenue, Sacramento CA 95824

Phone: 916.643.7400

### **Services & Products**

Service Term: Nov 01, 2020 - Oct 31, 2021

Service or Product	Number	Annual Fee (USD)	
Kelvin Pulse Subscription	Up to 37,000 students	\$111,000	
Data Management	75 Schools	\$18,900	
	Total Annual Fee	\$129,900	

Service Term: Nov 01, 2021 - Oct 31, 2022

Service or Product	Number	Annual Fee (USD)
Kelvin Pulse Subscription	Up to 37,000 students	\$111,000
Data Management	75 Schools	\$18,900
	Total Annual Fee	\$129,900

Promptly after the beginning of each Service Term, Kelvin will invoice, and Customer will pay, the Total Annual Fee listed for such Service Term. If Customer uses a Service for more than the Number of Students included in the Annual Fee for such Service as set forth above, then Customer will pay Kelvin an annual overage fee of \$3.00 per additional student ("Overage Fee"). In no event will use of a Service for less than the Number of Students set forth above reduce or negate the amount of the Annual Fee owed or paid to Kelvin. Kelvin will have the right to invoice Customer for any Overage Fee at any time after the applicable Number of Students is exceeded.

# SPECIAL TERMS

## **GENERAL TERMS**

This Order Form ("Order") is made effective as of the last date of signature below ("Effective Date") by and between Kelvin Education, Inc., a Delaware corporation ("Kelvin"), and the customer identified herein ("Customer"), and shall be governed pursuant to the terms and conditions of the Kelvin Education, Inc. Standard Terms and Conditions ("Standard Terms") available at <a href="https://kelvin.education/050219\_Standard\_Terms\_v1.pdf">https://kelvin.education/050219\_Standard\_Terms\_v1.pdf</a> or at such alternate location as may be provided in the future, the and Education, Inc. Privacy Student Data Security Policy ("Privacy Policy") https://kelvin.education/050219 Privacy Policy v1.pdf or such other location as may be provided in the future, and any other agreement executed by and between Kelvin and Customer in connection herewith (collectively, with this Order and any addendum or exhibit hereto, the "Agreement"), which by this reference are incorporated as if fully set forth herein. Unless otherwise stated in this Order, all terms defined elsewhere in the Agreement shall have the same meaning in this Order. The Agreement sets forth the terms and conditions by which Kelvin will make the services or products identified in this Order (each specific product or service, a "Service") available to the Customer. The Services Customer is subscribing to are listed in the table above. Customer will have access only to the Services listed in the table. A description of each Service is available at: https://kelvin.education/features/

The Agreement constitutes the entire understanding between Customer and Kelvin and is the final and entire expression of their agreement. The Agreement supersedes any and all prior written or oral discussions, proposals, RFPs, emails or other communications, and the parties expressly disclaim any reliance on any of the foregoing. Under no circumstances will the terms, conditions or provisions of any purchase order or other administrative document issued by Customer modify, alter or expand the rights, duties or obligations of the parties, regardless of any failure of Kelvin to separately object to such terms, provisions or conditions. In the event of any conflict between or terms of documents constituting the Agreement, the following order of priority will govern, except where the specific terms of a document provide otherwise: (i) the applicable Order and any addendum or exhibit thereto; (ii) the Privacy Policy; and (iii) the Standard T

erms.

This Order may be executed in counterparts, may be executed using electronic signatures, and may be delivered by electronic means. If so executed and/or delivered, the Agreement will be equally binding as an original copy of the Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT INCLUDING THIS ORDER AND ALL DOCUMENTS REFERENCED ABOVE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PERSON SIGNING BELOW FOR CUSTOMER REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED HEREIN.

KELVIN EDUCATION, INC.

### **AGREED**

**Customer Name:** 

Ву:	By: EM.
Print Name: Rose Ramos	Print Name: Baxter Mante
Title: Chief Business Officer	Title: Co-Founder

Title: Chief Business Officer

Date: Date: 11/5/2020

#### **KELVIN EDUCATION, INC.**

### STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Standard Terms") are part of and incorporated into the Agreement ("Agreement") referenced in an Order Form ("Order") executed by Kelvin Education, Inc. ("Kelvin") and the customer identified in such Order ("Customer"). Capitalized terms used and not otherwise defined herein shall have the same meanings given for those terms in the Order.

#### 1. **Certain Definitions**.

- 1.1. "Customer Data" means information Customer creates or otherwise owns, licensed to Customer from third parties or otherwise provided to Kelvin on Customer's behalf and, in each case, that is loaded to or processed or accessed by any Service.
- 1.2. "Data Services" means those Services consisting of hosted data aggregation and analytics and related services.
- 1.3. "Kelvin Data" means any and all information provided by third parties to Kelvin or created by Kelvin that is made available to Customer via the System (defined below), other than Customer Data.
- 1.4. "Kelvin Technology" means all of Kelvin's proprietary software and other technology with respect to the Services, all documentation relating to the Services (both printed and electronic), and any derivatives, improvements, enhancements, upgrades and updates of the foregoing conceived, reduced to practice or otherwise developed.
- 1.5. "Output" means the output generated from Customer's or its Customer Users' (defined below) use of the System, namely reports generated by the System at Customer's or its Customer User's direction.
- 1.6. "Service Term" means each service term set forth in an Order for Customer's subscription for the Service.
- 1.7. "Third Party Add-On" means third-party, integrated "add-on" products, services or data subscribed to by Customer pursuant to an Order.

#### 2. General Provision of Services.

- 2.1. Orders. Subject to the terms and conditions of the Agreement, Kelvin will make the Service(s) identified in Customer's Order available to Customer for the applicable Service Term, solely for use with respect to schools within Customer's district or similar organization (or with respect to Customer, if Customer is itself a school). In the case of any module of the Service for which the Order indicates that the total price has been determined on a per-unit basis (such as per-student, per-teacher, per-school or per-district), Customer's access to such module will be limited to the number of units (e.g., students, teachers or schools) indicated on the Order. Except as otherwise provided in the Order or elsewhere in the Agreement, each Order is non-cancellable and will be subject to the terms and conditions of the Agreement. If required as part of Customer's internal procedures, an Order may be supplemented by a purchase order issued by Customer, but in no event will a Customer purchase order modify any of the pricing, deliverables or terms set forth in the Order or elsewhere in the Agreement.
- 2.2. Customer Users. The applicable Service may permit Customer to enable its faculty, administrators, consultants, students and guardians to access and use one or more

modules or features of that Service, in which case those faculty, administrators, consultants, and (if applicable) students and guardians are referred to as "Customer Users." Customer Users may be required to agree to or accept (including electronically) end user terms applicable to the relevant Service before accessing or using the Services (the "Customer User Terms"). Customer is solely responsible for determining and assigning access levels and authority to the Services to Customer Users and for all use of the Services by those Customer Users. Customer is responsible for the actions of all Customer Users and other Customer employees and agents, for ensuring that only Customer Users are provided access to the Services (including ensuring security of usernames, passwords and related information, collectively, "Access Credentials"), and that access of Customer Users is limited to that portion of the Services as is reasonably necessary in order to fulfill the purposes of the Agreement. Customer will not permit the sharing of Access Credentials by its Customer Users and will notify Kelvin immediately if its Access Credentials are compromised. Kelvin will not have any liability to Customer or any third party for any Customer User's or other Customer employee's or Customer agent's use or misuse of the Services.

2.3. Service Suspension. Kelvin may suspend the Services in whole or in part and without notice: (i) if Kelvin believes Customer's or Customer Users' use of the Services represents a direct or indirect threat to the function or integrity of the Services, Kelvin's or its service providers' system or networks, or any third party's use of the Services; (ii) if reasonably necessary to prevent unauthorized access to customer data (including, without limitation, the Customer Data); or (iii) to the extent necessary to comply with legal requirements. If Kelvin suspends the Services without notice, Kelvin will provide the reason for such suspension, upon Customer's request. Any suspension of Services for the foregoing reasons will apply to the minimum necessary portion of the Services and only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension. Kelvin may also, upon such notice as is reasonably practicable under the circumstances, perform scheduled or emergency maintenance (including temporary suspension of the Services as necessary) to maintain or modify the Services or Kelvin Technology.

#### 3. Data Services.

- 3.1. Agreement to Provide Services. Subject to the terms and conditions of the Agreement, Kelvin agrees to provide Customer the specific Data Services set forth on the Order, which Data Services include, at a minimum, access, via the Internet, to Kelvin's proprietary hosted data platform software application described in the Order and the Kelvin Data subscribed to by Customer and included in such hosted application (collectively, the "System"), together with technical support with respect to use of the System, as described in Section 3.5 of these Standard Terms. The Data Services may also include one or more of the following (each as more specifically described on the Order): (i) implementation services with respect to the System as described in that Order in order to integrate the System with Customer's computing environment; (ii) training services for Customer and its faculty and administrator Customer Users with respect to their use of the System; and (iii) access, via the System, to various Third Party Add-Ons.
- 3.2. Grant of Rights to Access and Use. Subject to the terms and conditions of the Agreement, Kelvin grants to Customer, during the Service Term for the applicable Data Services, a limited, nontransferable, nonexclusive (i) license to use the Kelvin Data solely for its own internal business and research purposes as set forth in these Standard Terms; (ii) right to permit Customer Users to access over the Internet and use the System solely to support Customer's normal course of business and according to the access authority levels configured or assigned by Customer.

- 3.3. Restrictions on Use. Customer and its Customer Users may not (i) use, license, sell, redistribute, lease, extract or otherwise transfer or assign the Data Services, Kelvin Data, Third Party Add-Ons or any component thereof, except as expressly permitted herein; (ii) alter or permit a third party to alter any part of the Data Services, Kelvin Data or Third Party Add-Ons; (iii) use or permit the use of the Data Services, Kelvin Data or Third Party Add-Ons for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Data Services, Kelvin Data or Third Party Add-Ons; (v) use the Data Services in a way that could harm Kelvin's network or System or impair a third party's use of the Data Services (including by transmitting by or uploading to the System any viruses, worms, Trojan horses or other malicious code); or (vi) use the Data Services to try to gain unauthorized access to any service, data, account or network by any means.
- 3.4. Customizations and Enhancements. From time to time, Kelvin may make enhancements or customizations to the System. Any intellectual property created in the course of performing the Data Services, whether by Kelvin alone or jointly with Customer, shall be and remain the exclusive property of Kelvin, and Customer assigns any of its rights, interest or title in or to the same to Kelvin.
- 3.5. Customer Support. Kelvin will provide Customer and its faculty and administrator Customer Users with reasonable technical assistance by email or other Internet-based communication with respect to the access and use of the System and the identification and reporting of problems or errors with the System; any limitations on usage of such support services are identified in the Order. Kelvin will respond to Customer within a reasonable period of time from a request placed by Customer. Kelvin may also provide support and technical assistance or reference guides to Customer Users online, via the System or at such other locations as Kelvin may elect, in its sole discretion.

### 4. Configuration of Data Services and Kelvin Data.

- 4.1. *Configuration of Data Services*. Kelvin may from time to time update the functionality, features, user interface, user documentation, training and educational information, and any other aspects of or relating to the Data Services in its sole discretion, provided that such changes do not materially adversely affect the functionality of the Data Services.
- 4.2. *Transmission of Data*. Kelvin does not make any guarantee as to the integrity or accuracy of the Kelvin Data as provided to Kelvin, and Kelvin does not make any guarantee or warranty as to the quality of transmission of data over telephone, digital subscriber lines or any other method of Internet delivery, including, without limitation, server downtimes or other network related problems except as described in Section 6, below.
- 4.3. Redistribution of Kelvin Data. As part of the Data Services, Kelvin may offer data and information for which Kelvin has obtained redistribution rights. If for any reason Kelvin does not possess these redistribution rights, it will immediately discontinue the distribution of the Kelvin Data, reports or information that was predicated on Kelvin's possession of such rights.

### 5. Customer Requirements.

5.1. Customer Equipment. Kelvin may establish, from time to time, minimum browser system requirements (the "System Requirements"), for the equipment from which the System should be accessed so that all licensed functionalities are operational. Customer may be required to purchase software, hardware or services (such as Internet access services) in order to utilize the Data Services or satisfy the System Requirements, as may

- be amended by Kelvin from time to time. Customer shall be solely responsible for all such software, hardware and services.
- 5.2. Customer Modifications and Equipment Failure. Kelvin is not responsible for, nor will it have any liability resulting from, (i) modifications to or alterations of the System or databases by Customer or Customer Users or Customer employees or agents, unless such modification or alteration is approved in writing by Kelvin, or (ii) any failure of Customer equipment or software.
- 5.3. *No Social Security Numbers*. Customer agrees that it will not collect or store on the System any social security numbers.
- 6. **Limited Warranty**. Kelvin warrants that it will use commercially reasonable efforts to integrate Customer Data provided by Customer or its third party SIS vendor and provide the Data Services to Customer consistent with generally accepted industry standards, provided that: (i) Customer and all Customer Users have used equipment, settings and software that meet the System Requirements and have not otherwise used any equipment or software that adversely affects the Services; and (ii) Customer has paid all amounts due under the Agreement and is not in default of any provision of the Agreement. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 12, ALL THIRD-PARTY ADD ONS AND ANY KELVIN DATA LICENSED FROM A THIRD PARTY IS PROVIDED "AS-IS," AND KELVIN DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SAME.
- 7. **Term**. The term of the Agreement begins on the Effective Date and will continue until the Order has expired or has been terminated.

# 8. Fees, Payment & Taxes.

- 8.1. Fees and Payment. Customer agrees to pay all fees due for the Services according to the prices and terms listed on the Order. All invoices issued under the Agreement are due within thirty (30) days following the date of invoice, unless a different period is expressly provided on the Order. In the event any amount due from Customer becomes thirty (30) days or more past due, Kelvin reserves the right to suspend or terminate Customer's access to the Services on not less than twenty (20) days' notice. Kelvin may submit an invoice for Services provided on an annual basis at any time on or after the beginning of the applicable Service Period. All fees are non-refundable, except as otherwise explicitly stated in the Order or elsewhere in the Agreement. If the fees for a feature or functionality of the Service are based on usage of the Service, then Kelvin may access and use Customer Data as reasonably necessary to determine the fees for the applicable feature or functionality.
- 8.2. Taxes. Where required by law, Kelvin will invoice Customer for any state or local sales tax, gross receipts tax or similar amounts that Kelvin is obligated to collect from Customer ("Taxes"). Customer is responsible for paying, and agrees to pay, all Taxes, excluding only taxes based on Kelvin's net income. If Customer is exempt from any such Taxes, Customer will provide Kelvin with a valid tax exemption certificate authorized by the appropriate taxing authority to the extent such an exemption certificate is required or reasonably requested to establish such exemption.

#### 9. **Customer Data**.

9.1. *License; Rights.* With respect to any Customer Data provided to Kelvin, Customer: (i) grants Kelvin the right to use, copy, modify, manipulate and create derivative works of the Customer Data as necessary in order for Kelvin to provide and perform the Services; (ii) agrees to secure rights in the Customer Data necessary for Kelvin to provide the Services without violating the rights of any third party, or otherwise obligating Kelvin to Customer or any third party (except as otherwise set out in the Agreement). Except as otherwise required by applicable law, Kelvin does not and will not accept any obligations in any separate license or other agreement that may apply to the Customer Data or use of the Services. Kelvin may transmit or disclose Customer Data to third parties in accordance with Customer's or its Customer User's directions (whether via the Services or otherwise).

## 9.2. Treatment of Customer Data upon Termination.

- a. In the event of expiration or termination of any Data Services, Kelvin: (i) will assist Customer in retrieving Customer Data from such Data Services, (ii) will remove, within a reasonable period of time, all Customer Data from such Data Services, except as otherwise set forth in Section 9.2(b), below; and (iii) may retain copies of the Customer Data in its offline data archives for backup, archive or legal recordkeeping purposes, and may subsequently destroy or erase such retained archive data, all in accordance with its data retention policies (provided, however, that the obligations of Section 9.3 shall survive for so long as Kelvin maintains any Customer Data). In the event that Customer requests that Kelvin destroy or securely erase any offline back-up copies of Customer Data maintained by Kelvin prior to the expiration of the retention period specified by Kelvin's policies, then Kelvin shall destroy or securely erase such offline back-up copies within a reasonable period of time of Customer's request therefor, subject to Customer's execution and delivery of a written release of any claim relating to the accuracy, timeliness or correctness of processing of the Customer Data or any other claim with respect to which the Customer Data would reasonably be expected to be relevant, in a form reasonably satisfactory to Kelvin.
- b. In the event that Customer requests, in writing within thirty (30) days after the termination or expiration of Data Services, that Kelvin provide Customer with continued limited access to its online account for the sole purpose of permitting Customer to continue to access and retrieve its Customer Data therefrom (as the same existed in such account at the time of termination or expiration), then Kelvin will provide such continued access for a period of up to ninety (90) days (the "Limited Data Access Period") only if: (i) Customer has paid all amounts due to Kelvin through the effective date of termination; and (ii) Customer pays Kelvin a continuing data access charge according to Kelvin's then-current fee schedule. Following the expiration or termination of the Limited Data Access Period, Kelvin will follow the procedures set forth in the first sentence of this Section 9.2 with respect to removal of Customer Data from the online Services and subsequent retention and destruction of offline archived data.
- c. Customer agrees that, other than as described in this Section 9.2 and notwithstanding any other term in the Agreement, Kelvin has no obligation to continue to hold or return any Customer Data. Customer also agrees that Kelvin has no liability for deletion of any Customer Data as described herein.
- 9.3. *Privacy and Security*. Kelvin acknowledges that Customer Data may include student-related information from Customer that contains personally identifiable information

5

about a student, and that such information is protected under the Family Educational Rights and Privacy Act ("FERPA"), and if applicable under corresponding state laws in Customer's state. Kelvin's access to any personally identifiable information in the Customer Data is authorized solely in connection with Kelvin's provision of the Services pursuant to the Agreement and is governed by the Privacy Policy.

- 9.4. Certain Reimbursements. In the event (i) Kelvin is required to respond to any search warrant, court order, subpoena other valid legal order relating to Customer or the Customer Data, or (ii) Customer requests material assistance from Kelvin in connection with Customer's efforts to conduct any investigation, to cooperate with or respond to any investigation being conducted by a third party, or to pursue or respond to any matter or respond to any legal or administrative proceeding or similar matter, Customer will reimburse Kelvin for any cost that it incurs in so responding or assisting. Further, if Customer requests that Kelvin provide Customer with a copy (in a mutually agreeable format) of any Customer Data in Kelvin's possession in connection with the Data Services that is not then-available to Customer via such Services, whether during the term of the Agreement or after its termination or expiration, Kelvin will comply with such requests, subject to Customer's payment of a data retrieval fee (as applicable) determined according to Kelvin's then-current fee schedule.
- 9.5. System Metrics. Kelvin may automatically collect usage and volume statistical information regarding Customer's and its Customer User's usage of the Services (collectively, the "System Metrics"). Kelvin uses the System Metrics internally to diagnose technical problems, administer the Services, and improve its offerings and marketing. The System Metrics do not include any personal information or data related to the user of the Services. Notwithstanding any term to the contrary set forth herein, Customer agrees and consents to Kelvin's collection and use of the System Metrics as set forth herein, and Customer further agree that the System Metrics are Kelvin's sole and exclusive property.
- 10. **Customer Responsibilities**. In addition to any Customer obligations set out elsewhere in the Agreement, Customer will provide Kelvin, in a timely manner, with all data and information reasonably necessary for Kelvin to perform the Services (including Customer Data). If necessary to enable Kelvin to provide or perform the Services under the Agreement, Customer will provide and coordinate, in a timely manner, Kelvin's onsite access to any Customer facilities or Customer network or system (the "Customer System"). Customer will inform Kelvin in writing and in advance of Services, of any security and access standards or requirements with respect to the Customer System.

#### 11. **Termination**.

- 11.1. By Kelvin. In addition to any other termination rights described in the Agreement, Kelvin may terminate the Agreement immediately (or, in its sole discretion, suspend the provision of the Services) upon notice to Customer if Customer (i) breaches the Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach, except in the case of failure to pay fees or other amounts due under the Agreement, which such breach must be cured within twenty (20) days after Kelvin's notice of such delinquency; or (ii) breaches, or a Customer User, breaches any license, restriction on use or confidentiality terms of the Agreement.
- 11.2. By Customer. Customer may terminate the Agreement immediately upon written notice to Kelvin if Kelvin: (i) breaches the Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach; or (ii) becomes the subject of any involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such proceeding

is not dismissed within sixty (60) days of its filing. In addition, Customer may terminate the Agreement prior to the expiration thereof, effective upon the end of the Customer's then current fiscal year, by giving Kelvin written notice at least thirty (30) days prior to the end of such Customer fiscal year.

- 11.3. Termination of Service Agreement. Kelvin's ability to provide the Services may be subject to various licenses or other agreements (each a "Service Agreement") between Kelvin and its third party suppliers. In the event of the expiration or termination of any applicable Service Agreement, Kelvin will use commercially reasonable efforts to obtain alternative suppliers in order to avoid suspension or disruption of the Services. If Kelvin is unable, for any reason, to obtain such an alternative or replacement Service Agreement, or if Kelvin reasonably determines that the provision of any Services would be a violation of any applicable law or regulation or any Kelvin license in any jurisdiction or is no longer permitted under any of the same, Kelvin may terminate all affected Services upon written notice to Customer without any liability to Customer. Kelvin will give Customer at least sixty (60) days prior written notice (or, if it is not possible to give 60 days' notice, as much notice as possible under the circumstances) of the termination or expiration of a Service Agreement governing Kelvin's ability to deliver the Services, or any other condition arising under such Service Agreement that is likely to adversely affect Customer's use of the Services. If Kelvin terminates any Services pursuant to this Section 11.3, and Customer has prepaid for such Services under the Agreement, then Kelvin will, after applying such prepayment to all fees and charges due under the Agreement, return the unused portion of such prepayment to Customer within forty-five (45) days after the date of termination.
- 11.4. Procedure upon Termination. Upon the effective date of termination of the Agreement, and in addition to any other post-termination obligations in the Agreement, Kelvin will cease providing the terminated Services to Customer and its Customer Users, Customer and its Customer Users will cease using the Services, and all Customer's payment obligations through the effective date of termination will immediately become due. In addition to the foregoing, promptly upon termination of the Agreement, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information, except as otherwise expressly set forth in the Agreement or as required (and only to the extent necessary) to comply with any applicable legal, archival or accounting record keeping requirement; provided, however, that all such retained Confidential Information will remain subject to the provisions of Section 16 of these Standard Terms.
- 11.5. Survival. Except as otherwise set forth in a notice of termination, termination of any Service will not serve to terminate any other Service or the parties' respective obligations under the Agreement with respect to non-terminated Services. The Agreement will terminate automatically upon the termination or expiration of all Orders. The terms and conditions set forth in the General Terms of the Order, the definitions in the Agreement and the respective rights and obligations of the parties under Sections 2.2 (Customer Users), 3.3 (Restrictions on Use), 6 (Limited Warranty), 9.2 (Treatment of Customer Data upon Termination), 11 (Termination), 12 (Warranties; Disclaimer), 13 (Indemnification), 14 (Limitations of Liability), 15 (Confidential Information; Intellectual Proprietary Rights) and 16 (General Provisions), and any obligations of Customer to pay Annual Fees or any other fees or taxes that were earned or payable relating to the period prior to termination or expiration, as well as any other terms or conditions that by their nature would reasonably be expected to survive termination or expiration, will survive any termination or expiration of the Agreement.
- 12. **Warranties; Disclaimer**. Specific warranties applicable to each Service, to the extent given, will apply only during the applicable Service Term. EXCEPT FOR THE EXPRESS WARRANTIES

SET FORTH IN THE AGREEMENT, THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND KELVIN DISCLAIMS ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. KELVIN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KELVIN AND CUSTOMER ACKNOWLEDGE THAT THE SERVICES ARE NOT AND CANNOT BE MADE TO BE 100% ACCURATE. AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF ANY APPLICABLE SPECIFIC WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SERVICES OF THIS TYPE. KELVIN DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC RESULTS FROM CUSTOMER'S OR ITS CUSTOMER USERS' USE OF THE AS BETWEEN THE PARTIES, CUSTOMER SHALL BE SOLELY SERVICES. RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL CUSTOMER DATA PROVIDED BY CUSTOMER IN CONNECTION WITH THE SERVICES.

- 13. Kelvin agrees to defend, indemnify and hold harmless Customer and its Indemnification. directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that Customer's use of the Services infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from Customer's or Customer Users' misuse of or modifications to the Services; (ii) to the extent resulting from the gross negligence or intentional misconduct of Kelvin or its employees or agents; or (iii) to the extent resulting from any material breach of any of the representations, warranties or covenants of Kelvin contained in the Agreement. obligation to defend, indemnify and hold harmless is subject to the conditions that it is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified) ("Indemnified Party"), provided that any delay in notification shall not relieve Kelvin of its obligations hereunder except to the extent that Kelvin is materially prejudiced thereby. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that Kelvin has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by Kelvin. Kelvin shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). Kelvin shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.
- 14. Insurance. Kelvin agrees to carry a comprehensive general and, if Kelvin has any company-owned or company-leased vehicles, automobile liability (including cyber) insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Kelvin and Customer against liability or claims of liability which may arise out of the Agreement. Kelvin agrees to maintain workers' compensation insurance as required under applicable law.

# 15. Limitations of Liability.

15.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER TO ANYONE FOR LOST PROFITS

- OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, ARISING UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE.
- 15.2. Limitations on Liability. IN NO EVENT WILL THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER OR ANY LICENSE, USE OR OTHER EMPLOYMENT OF ANY SERVICE, ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OTHERWISE, EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF FEES APPLICABLE TO THE AFFECTED SERVICE(S) AT THE TIME OF THE EVENT OR \$1,000, WHICHEVER IS GREATER. NOTWITHSTANDING THE PREVIOUS SENTENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY'S OWN FAILURE TO COMPLY WITH THE TERMS OF THE AGREEMENT. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. The limitations set forth in this Section 15.2 will not apply to any fees or reimbursable expenses due to Kelvin under the Agreement.
- 15.3. Force Majeure. Neither party will be liable for any loss or delay (including failure to maintain any given service level) resulting from any event beyond the affected party's reasonable control, including, fire, natural disaster, labor stoppage, internet service provider failures or delays, terrorism, civil unrest, war or military hostilities, criminal acts of third parties, national or regional emergency, passage of law or any action taken by a governmental or public authority or national or regional shortage of adequate power or telecommunications, and any payment date or delivery of service date will be extended to the extent of any delay resulting from any force majeure event.
- 15.4. *Acknowledgement; Exceptions*. Both parties acknowledge that the fees payable under the Agreement reflect the allocation of risk set forth in the Agreement and that the parties would not enter into the Agreement without the limitations in this Section 15.

#### 16. Confidential Information; Intellectual Property Rights.

16.1. *Nondisclosure*. Each party acknowledges that it will have access to certain non-public and confidential information (collectively, "Confidential Information"). Kelvin's Confidential Information expressly includes information Kelvin creates or otherwise owns or licenses from a third party and related to the Services, including, without limitation, Kelvin Technology, together with any processing, storage and transmission information that may be necessary for Kelvin to perform its obligations under the Agreement, but excluding Customer Data. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or to the extent required to achieve the purposes of, the Agreement, nor disclose to any third party (except as required by law or to such party's subcontractors, employees, attorneys, accountants and other advisors as reasonably necessary and, in the case of Customer, to Customer Users and as directed by Customer or Customer Users), any Confidential Information of the other party. Each party will protect the confidentiality of the Confidential Information of the other party by employing the same measures (but in

- no event less than reasonable measures) as it takes to protect its own Confidential Information.
- 16.2. Legal Disclosure. The receiving party may disclose Confidential Information pursuant to the requirements of a validly issued subpoena, governmental agency or by operation of law, provided that it gives the disclosing party, when practical and permitted, reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure. If Customer is a governmental entity, the terms of this Section 16 are subject to the requirements of applicable trade secret, public records and similar laws. Kelvin regards the Kelvin Technology as its trade secret and requires that Customer treat it as such with respect to any public records requests with respect to the Kelvin Technology, in accordance with applicable law.
- 16.3. Proprietary Rights. Exclusive of Customer Data, Kelvin and its licensors will retain all right, title, and interest (including copyright and other intellectual property rights or informational rights) in and to the Services and all legally protectable elements or derivative works of the foregoing, including, without limitation, the Kelvin Technology. Kelvin may place copyright and/or other proprietary notices, including hypertext links, within the Services, and neither Customer nor any of its Customer Users will remove such notices without Kelvin's written permission. Notwithstanding anything to the contrary in the Agreement, Kelvin will not be prohibited or enjoined at any time by Customer from utilizing any skills, knowledge or information of a general nature acquired during the course of providing the Services, including, without limitation, knowledge or information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Kelvin.
- 16.4. *Remedies*. In the event of a violation or threat of violation by a party, directly or indirectly, of the terms of this Section 16 the party who would be harmed by such violation, will have the right, in addition to all other remedies available to it at law, in equity or under the Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction. Each party acknowledges that a violation of this section would cause irreparable harm and that all other remedies are inadequate.

# 17. **General**.

- 17.1. *Independent Contractors*. The parties and their respective employees are and will be independent contractors and neither party by virtue of the Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- 17.2. Customer's address for communication and notice purposes relating to the Agreement is set forth on the Order (or such replacement address as Customer may designate in accordance with this section from time to time). Customer agrees to accept emails from Kelvin at the e-mail address specified. Kelvin may provide any and all notices, statements and other communications to Customer through either e-mail or by mail or express delivery service, and all notices directed to Customer as described in this section will be deemed delivered upon transmission or within one (1) business day after deposit with the U.S. Postal Service or express delivery service, as applicable. General information regarding the Service (such as scheduled maintenance information) may also be provided by posting on the Service only. Kelvin recommends that the main contact and billing contact email addresses be group addresses (such as billing@customer.com) so that notices are reviewed promptly and not delayed due to the absence of one individual. In addition, Kelvin may rely and act on all information, authorizations and instructions provided to Kelvin from the above-specified e-mail address and Customer administrators. Any notices to Kelvin must be in writing and addressed to Kelvin at the

- address set forth on the Order (or such replacement address as Kelvin may designate in accordance with this section from time to time).
- 17.3. Governing Law. The Agreement will be interpreted in accordance with the laws of the State in which the Customer is primarily located and any controlling U.S. federal law (but excluding the Uniform Computer Information Transactions Act (UCITA), whether or not adopted in a given state). Each party will bear its own costs in connection with any legal proceeding arising under the Agreement.
- 17.4. Waiver; Amendment. No waiver of any provision of the Agreement or of any right or remedy under the Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Neither any delay in exercising, nor any course of dealing with respect to, nor any partial exercise of any right or remedy under the Agreement will constitute a waiver of any other right or remedy, or of any future exercise of that right or remedy. The Agreement may not be modified, altered or amended except by a written instrument duly executed by both parties. The Agreement may not be modified or amended, except as expressly set forth in the Agreement, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.
- 17.5. Severability; Interpretation. If any provision is held by a court to be contrary to law, such provision will be eliminated or modified to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect. The headings in the Agreement are provided for convenience only and will not affect its construction or interpretation. As used in the Agreement, the term "Including" means "including, without limitation."
- 17.6. Beneficiaries; Successors and Assigns. Except for the indemnification rights of directors, officers, employees and agents specifically set forth in Section 13 hereof, there are no third party beneficiaries to the Agreement. The Agreement will inure to benefit and bind Customer and Kelvin and their successors and assigns. Neither party may assign the Agreement without the prior written consent of the other party, except that Kelvin may assign the Agreement in connection with a sale of all or substantially all of its outstanding equity or assets without the consent of Customer. Kelvin reserves the right to name Customer as a user of the Service.
- 17.7. Improper Payments. Kelvin represents and warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of Customer any cash or noncash gratuity or payment with a view toward securing any business from Customer or influencing such person with respect to the conditions, or performance of any contracts with or orders from Customer, including without limitation the Agreement.
- 17.8. *Limitation on Actions*. No action arising out of the Agreement, regardless of the form, may be brought by either party more than two (2) years after the cause of action has arisen, or the date of last payment made by Customer, whichever is later.
- 17.9. Governmental Users. This Section 17.9 applies to all use of the Kelvin Technology by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government. The Kelvin Technology provided to Customer under the Agreement are "commercial items" as that term is defined at 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 and other applicable acquisition regulations and are provided to Customer only as a commercial item. Consistent with 48 CFR 12.212, 48 CFR 227.7102, and 48 CFR 227.7202, all U.S. Government Customer Users, if any, acquire the Kelvin Technology with only those

rights and subject to the restrictions set forth in the Agreement. Notwithstanding the foregoing, the Kelvin Technology may not be acquired by the U.S. Government pursuant to a contract incorporating clauses prescribed by 48 CFR 27.4, 48 CFR 227.71 or 48 CFR 227.72. Contractor/manufacturer is Kelvin Education, Inc., 15642 Sand Canyon Ave. #51392, Irvine, CA 92619.

#### **KELVIN EDUCATION, INC.**

#### PRIVACY AND STUDENT DATA SECURITY POLICY

This Privacy and Student Data Security Policy ("Privacy Policy") is part of and incorporated into the Agreement ("Agreement") referenced in an Order Form ("Order") executed by Kelvin Education, Inc. ("Kelvin") and the customer identified in such Order ("Customer"). Except as expressly provided in the Order, the terms of this Privacy Policy supersede all contrary or conflicting terms of the Agreement. Capitalized terms used and not otherwise defined herein shall have the same meanings given those terms in the Order or Kelvin's Standard Terms and Conditions, which are part of the Agreement.

#### 1. Definitions.

- 1.1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols intended to preserve the anonymity of each individual included within such data.
- "Covered Information" means personally identifiable information or materials, in any media or 1.2. format, that meets any of the following: (i) is created or provided by a student, or the student's parent or legal guardian, to an Operator in the course of the student's, parent's or legal guardian's use of the Operator's site, service, or application for K-12 school purposes; (ii) is created or provided by an employee or agent of the K-12 school, school district, local education agency, or county office of education, to an Operator; (iii) is gathered by an Operator through the operation of a site, service, or application and is descriptive of a student or otherwise identifies a student, including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, Social Security Numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information. "Covered Information does not include deidentified information, including aggregated de-identified information, used by Kelvin to improve its products and services, for adaptive learning purposes, for customizing pupil learning, for demonstrating the effectiveness of Kelvin's products and services in the marketing of such products and services, and for developing and improving Kelvin's website, services, or applications.
- 1.3. "Data Security Incident" means an event that results in or constitutes the unauthorized access, acquisition, or disclosure of Covered Information maintained by Kelvin pursuant to the terms of the Agreement. Data Security Incidents include, but are not limited to: (i) successful attempts to gain unauthorized access to a Kelvin computer or network containing Covered Information disclosed by Customer or Customer Users to Kelvin; or (ii) a material breach of the Agreement that involves the disclosure of Covered Information by Kelvin to an unauthorized third-party.
- 1.4. "Destroy" means to remove or otherwise sanitize Covered Information from Kelvin's systems, paper files, records, databases, and any other media regardless of format, so that such data is permanently irretrievable in Kelvin's normal course of business.
- 1.5. "Operator" means the operator of an internet website; online services, including cloud computing services; online applications; or mobile applications, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes.
- 1.6. "Pupil-Generated Content" means materials created by a student, including but not limited to account information that enables ongoing ownership of such content, and excluding student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.
- 1.7. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of Customer; and collects, maintains, or uses Covered Information. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to or used by a public-education entity.

- 1.8. "Subcontractor" means any third party engaged by Kelvin to store or process Covered Information in order to provide a School Service pursuant to the terms of the Agreement.
- 1.9. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained from the student's use of the School Services provided by Kelvin pursuant to the Agreement. Targeted Advertising does not include advertising to a student (i) at an online location based on the student's current visit to that location or in response to the student's request for information or feedback; and (ii) that does not rely on information obtained from the student's use over time of the School Services provided by Kelvin pursuant to the Agreement. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

#### 2. General Provisions.

- 2.1. Kelvin will comply with all applicable federal and state laws and regulations concerning the privacy and data security of Covered Information, including but not limited to California Education Code § 49073.1, also known as AB 1584; the California Student Online Personal Information Protection Act, Cal. Bus. & Prof. Code § 22584 et seq; the California Act for Privacy Rights for California Minors in the Digital World, Cal. Bus. & Prof. Code § 22580 et seq.; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. Section 6501-6502; and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g and 34 C.F.R. Part 99; and the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232h.
- 2.2. Kelvin will promptly forward to the Customer's representative pursuant to the notice provisions of the Agreement any request or demand from a third party for Covered Information in the possession of Kelvin at the time the request is received.
- 2.3. To the extent required by applicable state or federal law, Kelvin agrees that auditors from any state, federal, or other governmental agency, as well as auditors previously designated by Customer, shall have the option to audit the privacy and data security components of Kelvin's operations with respect to the School Services provided to Customer pursuant to the Agreement. Such records pertaining to the privacy and data security components of the School Services shall be made available to auditors and the Customer when requested.
- 2.4. Kelvin will provide Customer notice prior to making a material change to Kelvin's online privacy notice.
- Covered Information obtained by Kelvin from Customer will continue to be the property of and under the control of Customer.
- 2.6. Students may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to Customer. Kelvin will cooperate with Customer to fulfill such requests.

#### 3. Subcontractors.

- 3.1. Kelvin will not disclose Covered Information to a Subcontractor until such Subcontractor has executed an agreement requiring the Subcontractor to comply with all applicable federal and state laws concerning the privacy and data security of Covered Information and that any actions of the Subcontractor related to the processing of Covered Information do not violate the terms of this Privacy Policy.
- 3.2. Upon discovering an unauthorized disclosure of Covered Information in possession of Kelvin pursuant to the terms of the Agreement that has been subsequently disclosed by Kelvin to a Subcontractor for storage or processing, Kelvin will promptly notify Customer of such unauthorized disclosure.
- 3.3. Customer authorizes Kelvin to disclose Covered Information to those third-parties designated by Customer pursuant to a third-party access request. Customer warrants that any such designated third-parties have a legitimate educational interest in the Covered Data. Any third-party access requests received by Kelvin through the notice provisions contained within the Agreement will result in Kelvin's granting access and processing privileges for all Covered Data stored by Kelvin to the designated third-party until such time as (i) Customer provides Kelvin with written notification that

the third-party's access and processing privileges should be withdrawn ("Withdrawal Request"), or (ii) the termination of the Agreement. Upon receipt of a Withdrawal Request, Kelvin will revoke a designated third-party's access or processing privileges as indicated within two (2) business days.

#### 4. Destruction of Covered Information.

- 4.1. During the term of the Agreement, if Customer requests in writing the destruction of Covered Information collected or generated pursuant to the Agreement, Kelvin will Destroy the information within thirty (30) calendar days after the date of the request unless:
  - a. Kelvin obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain such Covered Information; or
  - b. The student has transferred to another public education entity and the receiving public education entity has requested that Kelvin retain the Covered Information.
- 4.2. Upon request, Kelvin will provide written certification that, in accordance with the Agreement, Covered Information will not be retained or available to Kelvin upon completion of the terms of the Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

### 5. Security and Confidentiality.

- 5.1. Kelvin will take all legally required actions to ensure the security and confidentiality of Covered Information, including but not limited to the designation and training of responsible individuals. Kelvin will identify those employees and contractors who will have access to Covered Information and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Privacy Policy with respect to Covered Information.
- 5.2. Covered Information will be encrypted in transmission and at rest.
- 5.3. Kelvin will deploy electronic security tools and technologies in providing the School Services under the Agreement.
- 5.4. Kelvin warrants to Customer that its administrative, physical, and electronic safeguards are no less rigorous than accepted industry practices and comport with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.
- 5.5. Kelvin will perform reviews of its data security protection measures and methods no less frequently than on an annual basis.

#### 6. Data Security Incident.

- 6.1. Kelvin warrants that it has established and implemented a Data Security Incident response plan outlining organizational policies and procedures for addressing a Data Security Incident. Kelvin's response plan will require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals.
- Kelvin will promptly notify Customer promptly after determining that a Data Security Incident has occurred.
- 6.3. In the event of a Data Security Incident, Kelvin will reasonably cooperate, at its own expense, with Customer in connection with the investigation of any unauthorized disclosure of Covered Information, including regulatory investigations, litigation, or other legal process resulting from Customer's efforts to protect rights relating to the use, disclosure, or maintenance of Covered Information provided to Kelvin
- 6.4. In the event of a Data Security Incident, Kelvin will use its best efforts to determine the cause of the Data Security Incident. Kelvin will subsequently produce a remediation plan to reduce the risk of similar incidents in the future. Upon request, Kelvin will present its analysis and remediation plan to the Customer within thirty (30) calendar days of notifying Customer of the Data Security Incident.

6.5. Kelvin will identify and maintain a designated representative for the purpose of communicating with the Customer regarding any such Data Security Incident. Kelvin will respond to any contact from the Customer regarding a Data Security Incident within one (1) business day.

#### 7. Disallowed and Other Activities.

- 7.1. Kelvin will not knowingly:
  - a. Collect, use or share Covered Information for any purpose not specifically authorized or contemplated by the Agreement. Kelvin may use Covered Information for a purpose not specifically authorized or contemplated by the Agreement only with the written consent of Customer.
  - b. Use Covered Information, or disclose Covered Information to any third-party, for the purposes of Targeted Advertising to students.
  - Use Covered Information to create a personal profile of a Customer student other than for supporting the purposes authorized by Customer.
  - d. Sell or license Covered Information. This prohibition does not apply to the purchase, merger, or other type of acquisition of Kelvin or its subsidiaries, or any assets of Kelvin or its subsidiaries, by another entity, so long as the successor entity continues to be subject to the provisions of this Privacy Policy.
- 7.2. Kelvin may use Covered Information without violating the terms of this Privacy Policy provided that such use does not involve selling or using Covered Information for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:
  - a. To ensure legal or regulatory compliance.
  - b. To take precautions against liability.
  - c. To respond to or to participate in the judicial process.
  - d. To protect the safety of users or others.
  - e. To investigate a matter related to public safety.

If Kelvin uses or discloses Covered Information pursuant to this Section 7.2, Kelvin shall promptly notify Customer of such use or disclosure.

7.3. Kelvin will perform current criminal conviction checks on all of its respective employees and agents having access to Covered Information provided by Customer to Kelvin pursuant to the Agreement. A criminal conviction check performed within ninety (90) calendar days prior to the date such employee or agent begins performance or obtains access to Covered Information will be deemed to be current. Kelvin will ensure that all employees and contractors handling Covered Information pursuant to the Agreement have received training regarding data security-awareness and the appropriate processing of Covered Information.

# 8. Transparency Requirements.

- 8.1. Kelvin will facilitate access to and correction of any inaccurate Covered Information in response to a request from Customer.
- 8.2. Kelvin acknowledges that Customer may post this Privacy Policy to the Customer's website or other publically viewable medium pursuant to state law.

#### 9. Exclusions.

This Privacy Policy does not:

- 9.1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C § 230, to review or enforce compliance with this Privacy Policy.
- 9.2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own Covered Information or documents.
- 9.3. Limit internet service providers from providing internet connectivity to public schools or to students and their families.
- 9.4. Prohibit Kelvin from marketing educational products directly to parents so long as the marketing does not result from the use of Covered Information obtained by Kelvin as a result of providing Services under the Agreement.
- 9.5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Privacy Policy on that software or those applications.

#### 10. Miscellaneous

- 10.1. Kelvin warrants that Covered Information stored or processed in cloud-based systems is kept protected and confidential. Cloud-based systems, when employed by Kelvin, will be fully documented by Kelvin. Access to Kelvin's cloud-based systems is only permitted via restricted access, VPN, or least-privileged access lists.
- 10.2. This Privacy Policy does not prohibit Kelvin's use of Covered Information to:
  - a. Use adaptive learning or design personalized or customized education.
  - b. Maintain, develop, support, improve, or troubleshoot Kelvin's website, online services, online applications, or mobile applications.
- 10.3. Kelvin will maintain all necessary documentation to evidence its compliance with this Privacy Policy for a period of two (2) years following the expiration or termination of the Agreement.
- 10.4. Kelvin will carry and maintain Professional or Errors and Omissions Liability Insurance coverage at all times throughout the term of the Agreement and any subsequent transitional periods. Such policies will insure against liability arising from network security or privacy misconduct or lack of ordinary skill in providing the services under the Agreement, including but not limited to liability arising from the theft, disclosure, or improper use of or access to Covered Information.
- 10.5. Nothing in this Privacy Policy shall be construed to impose liability on Kelvin for content provided by any third party or the actions of Customer and its Customer Users of the Services provided by Kelvin.
- 10.6. Each of the Customer and Kelvin represents and warrants that it has and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and equivalent state provisions, and each agrees that it will comply with such provisions and take all reasonable measures necessary to protect Covered Information from disclosure.



### **SERVICES AGREEMENT**

Date: Place: Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of

California, (hereinafter referred to as the "District"); and RGM Kramer, Inc.\*

(hereinafter referred to as "Contractor").

#### Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

- B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.
- C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.
- D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

### **ARTICLE 1. SERVICES.**

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

COVID-19 Readiness Assessment Management: Oversee and coordinate architectural inspection and assessment of facilities and readiness planning on behalf of the District. Contractor will provide Principal Oversight, Administrative Support, and staff to walk up to three Readiness Assessment teams through District sites. Construction Management to address any additional improvements identified is optional on an as-needed basis.

COVID-19 Signage and mapping Management: Facilitate and coordinate architectural signage and mapping assessment and planning. Review draft and final assessment and planning documents and maps that will outline the quantity and type of COVID-19 signage needed at each site. The assessment and planning documents will also identify appropriate locations for the installation of outdoor hydration stations and the identification of potential outdoor learning spaces.

Renaming of School Sites: Facilitate and coordinate the ad hoc committee to rename Kit Carson International Academy, Peter Burnett Elementary, and Sutter Middle School.



### ARTICLE 2. TERM.

This Agreement shall commence on November 19, 2020, and continue through March 30, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

#### **ARTICLE 3. PAYMENT.**

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

<u>Fee Rate</u>: Work will be performed on a time and expense basis per the rates in Exhibit B as may be requested by District. Total fee shall not exceed Three Hundred Fifty-One Thousand, Six Hundred Fifty Dollars (\$351,650).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Nathaniel Browning, Director, Facilities Support Services at <a href="mailto:nathaniel-browning@scusd.edu">nathaniel-browning@scusd.edu</a> with a copy to <a href="mailto:invoices@scusd.edu">invoices@scusd.edu</a>.

#### ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

### ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.



# ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

### ARTICLE 7. FINGERPRINTING REQUIREMENTS.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

#### ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in



force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

# **ARTICLE 11. ASSIGNMENT.**

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

# ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870

Sacramento CA 95824-6870

Contractor: RGM Kramer, Inc. Attn: Ralph Caputo 3230 Monument Way Concord, CA 94518

#### ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no



promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

### ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

### ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

# **ARTICLE 16. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

#### ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

### ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.



# ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	RGM KRAMER, INC.
By: Rose Ramos Chief Business Officer	By: Ralph Caputo CEO
Date	Date



# **EXHIBIT A**

# **CONTRACTOR CERTIFICATION of COMPLIANCE**

**Fingerprinting**: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

- 1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
- 2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
- 3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
- 4. Contractor will immediately report to District any apparent violation of these conditions.
- 5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor
shall immediately so inform the District and shall assign only employees who have been
fingerprinted and cleared for employment by the Department of Justice. In that case, the
Contractor shall provide to the District the names of all employees assigned to perform work
under this Agreement. Compliance with these conditions, or with the fingerprinting requirements
is a condition of this Agreement, and the District reserves the right to suspend or terminate the
Agreement at any time for noncompliance.

Ralph Caputo, CEO	Date

# **EXHIBIT B**



November 12, 2020

Rose Ramos Chief Business Officer Sacramento City Unified School District 5735 47<sup>th</sup> Ave Sacramento, CA 95824 rose-f-ramos@scusd.edu

# RE: Fee Proposal

- Point of Contact for PBK COVID Readiness Assessments
- Point of contact for HMC/RGA COVID Signage and Mapping
- Coordination for Renaming of School Facilities

We are pleased to provide this Proposal to assist the District with interim staffing augmentation:

#### **COVID-19 Readiness Assessments**

Phase 1 – Facilitate and Coordinate Architectural COVID-19 Readiness Assessments	Budget: \$ 91,000
Phase 2 – Construction Management (Optional)	Budget:\$ 117,700
Total Planning and Construction Management	Total: \$206,700

### **COVID Signage and Mapping**

Phase 1 – Facilitate and Coordinate Architectural Signage and Mapping Assessment	<b>Budget: \$ 35,600</b>
Phase 2 – Construction Management (Optional)	<b>Budget: \$ 72,250</b>
Total Planning and Construction Management	Total: \$110,850

Renaming of School Facilities

Reimbursable Allowance Budget: \$ 2,500

# Proposal Total (see attached breakdown)

Work will be performed on a time and expense basis and invoiced monthly. Any savings from the projected budget will accrue to the District. Additional time or other services authorized by the District will be billed at standard hourly basis

Phase 2 - Construction Phase Management Services is Optional, as the District may complete the work with District staff in lieu of Trade Contracting.

Respectfully Submitted

Ralph Caputo, CEO

RGM Kramer, Inc

**Budget: \$ 29,600** 

**Total Budget: \$351,650** 

3230 Monument Way Concord, CA 94518

925.6 71.7717 FAX: 925.6 71.7788 www.rgmkramer.com

CSL# 509513

# **Sacramento City Unified School District Fee Estimate**

- 1. COVID Readiness Assessments
- 2. COVID Signage and Mapping Assessment
- 3. Renaming of School Facilities





Phase 1 - COVID Readiness Assessments (PBK Architects)  Oversee and Coordinate Architectural Inspection of Facilities						
and Readiness Planning on behalf of District - 4 Weeks	Staff	Hours	ours Rate			Total
Team 1	Sr.PM	160	\$	175	\$	28,000
Team 2	PM	160	\$	160	\$	25,600
Team 3	Assist PM	160	\$	155	\$	24,800
Principal Oversight	Principal	50	\$	200	\$	10,000
Administrative Support	Admin	40	\$	65	\$	2,600
Subtotal					\$	91,000
Phase 2 - Implementation - Project Management - 6 Weeks (Optional)	Staff	Staff Hours Rate				Total
Meetings with Administrative Staff and Architect to review scope and	Sr.PM	240	\$	175	\$	42.000
develop plan to implement readiness measures. Assist in preparation of	PM	200	\$	160	\$	32,000
bid documents and facilitate bidding and award. Assist District Issue	PE	200	\$	125	\$	25,000
contracts and manage construction operations and closeout.	Contr Mgr	80	\$	135	\$	10,800
	Principal	20	\$	200	\$	4,000
	Admin	60	\$	65	\$	3,900
Subtotal	Optional				\$	117,700
Total Planning and Construction Management	Time and Expense Budget			et	\$	208,700
Phase 1 - COVID Signage and Mapping (HMC/RGA)	Staff	Hours		Rate		Total
Coordinate Architects Assessments for Signage and Mapping	Sr.PM	160	\$	175	\$	28,000
Review draft and final assessments with District and design team	Admin	40	\$	65	\$	2,600
	Principal	40	\$	200	\$	8,000
Sub Total					\$	38,600
Phase 2 - Bidding and Construction Management (Optional)	Staff	Hours	F	Rate		Total
Review assessment with District and Architect; develop bidding and	Sr.PM	200	\$	175	\$	35,000
construction strategies; assist in preparation of bidding and award	Assist PM	120	\$	155	\$	18,600
processes; provide construction administration and management	Contr Mgr	50	\$	135		6,750
	Admin	60	\$	65	\$	3,900
	Principal	40	\$	200	\$	8,000
Subtotal	Optional				\$	72,250
Total Planning and Construction Management	Time and Expense Budget			et	\$	110,850
Renaming of Schools - Dec 1, 2020 through March 2021	Chaff	Harris		-4- 7		
Assist the District and Committee members coordinate the renaming of	Staff Sr.PM	Hours 120	_	Rate	<b>.</b>	Total
District Schools	Admin	40	\$	175	\$	21,000
District Ochools	Principal	30	_	65	\$	2,600
	Principal 30 \$ 200  Time and Expense Budget				\$	6,000
Estimated Fee Total - Reconfiguration Options		Expens	e Ru	daet	¢	20 600
Estimated Fee Total - Reconfiguration Options		d Expens	e Bu	dget	\$	29,600
Estimated Fee Total - Reconfiguration Options Reimbursable Allowance - All Projects	Time and	d Expens		dget	\$	29,600
	Time and	Allowanc	e			

Work will be preformed on a time and expense basis and invoiced monthly. Any savings from the projected budget will accrue to the District. Additional time or other services needed and authorized by the District will be billed on a an hourly basis.

Phase 2 - Construction implementation is Optional, as the District may complete the work with District staff in lieu of Trade Contracting.

RGM Kramer, Inc 3230 Monument Way Concord, CA 94518 (925) 671-7717 www.rgmkramer.com

CSL No: 508513