

Customized Backpack Purchase Agreement

THIS AGREEMENT made this ____ day of _____, 2023, by and between the **WARREN COUNTY SCHOOL DISTRICT**, 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as ----- **“District,”**

A N D

KIDZ STUFF, LLC, P.O. Box 6500, Ellicott City, Maryland 21042, hereinafter referred to as----- **“Contractor.”**

The parties hereto, intending to be legally bound hereby, agree as follows:

1. The Contractor agrees to provide the customized backpacks (the “backpacks”) as specified in the Quote attached hereto as Exhibit A. In exchange, the District agrees to pay the Contractor as specified in the Quote attached hereto as Exhibit A. If any item is unable to be provided due to supply issues that are beyond the Contractor’s control, such items shall be excluded, and the amount paid by the District shall be reduced by the cost of each item that is not provided.
2. Exhibit A is incorporated herein by reference and is legally binding on the parties hereto. The Contractor provided the District with a sole source letter that is attached hereto as Exhibit B.
3. Any defective or nonconforming backpack may be rejected by the District and, if rejected, shall be remedied by the Contractor at no cost to the District.
4. With respect to the ESSER grant that will provide funding used by the District to pay the Contractor, the Contractor agrees to cooperate fully with the District to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the District to meet all conditions and requirements associated with the grant, the grant application, the grant award, the Uniform Grant Guidance, and any other applicable law or regulation, and the District’s applicable policies and procedures.

5. Pursuant to 62 Pa. C.S.A. Section 3701, the Contractor agrees that:

In the hiring of employees or selection of contractors to perform its obligations under this Agreement, the Contractor, or any person acting on behalf of the Contractor, shall not by reason of gender, race, creed or color, discriminate against any person who is qualified and available to perform any work to which this Agreement relates.

Neither the Contractor nor any person acting on the Contractor's behalf shall in any manner discriminate against or intimidate any employee hired, or contractor selected, for the performance of work to which this Agreement relates on account of gender, race, creed or color.

This Agreement may be terminated by the District, and the District may be prohibited from future contracts with the Contractor, for a violation of these terms or conditions. The Contractor further agrees that the Contractor, and any person acting on the Contractor's behalf, shall comply with the Equal Employment Opportunity provisions specified in 41 CFR 60-1.4, which are incorporated herein by reference as if stated fully herein.

6. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor agrees to comply with the provisions of this Act as amended, which is incorporated herein by reference as if stated fully herein. The Contractor's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
7. The Contractor certifies the Contractor is not currently listed as ineligible to be awarded a contract involving federal grant dollars as a part of the government-wide exclusions in the System for Award Management (SAM) and is not debarred, suspended, or otherwise excluded or declared ineligible to be awarded a contract involving federal grant dollars under any statutory or regulatory authority. The Contractor further agrees, while this Agreement remains in effect, to immediately notify the District if the Contractor is later listed in SAM, or is later debarred,

suspended, or otherwise excluded or declared ineligible under any statutory or regulatory authority.

8. To the extent applicable, the Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
9. The Contractor agrees to comply with all local, state and federal laws, regulations, ordinances, and requirements applicable at any time, including but not limited to, the Family Educational Rights and Privacy Act (FERPA) and any federal law, regulation, or requirement applicable to federal grants.
10. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. The undersigned agree, in their individual capacities, to defend, hold harmless, and indemnify the other party against all claims to the effect that the undersigned are without the authority to execute this Agreement or are not authorized to enter into this transaction.
11. There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by both parties and approved by the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors
KIDZ STUFF, LLC.

Signature of Authorized Agent

Printed Name of Authorized Agent

Title of Authorized Agent



Kidz Stuff LLC
PO Box 6500
Ellicott City, Md 21042

Quote

Date 1/26/2023
Quote # 20230126A

Name / Address

Warren County School District
Central Office
6820 Market St
Russell, PA 16345

- Quote Valid Thru 8/31/2023

- Expect delivery approx. 2 weeks from the date we receive your order. * Unless specified otherwise below.

- Orders should be faxed to 866-497-7913
OR emailed to customerservice@kidzstuffllc.com
OR mailed to our address shown above

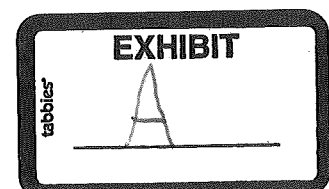
****PLEASE INCLUDE AN EMAIL ADDRESS WITH ALL ORDERS**

Terms Net 30

Item #	Description	Qty	Rate	Total
	Ships to: WCSD Warehouse 101 School St Sugar Grove, PA 16350			
9781643696331	SB Essentials Backpack PK-K	310	24.49	7,591.90
9781643696348	SB Essentials Backpack K-1	290	24.49	7,102.10
9781643696355	SB Essentials Backpack 1-2	320	24.49	7,836.80
9781643696362	SB Essentials Backpack 2-3	285	24.49	6,979.65
9781643696379	SB Essentials Backpack 3-4	300	24.49	7,347.00
9781643696386	SB Essentials Backpack 4-5	315	24.49	7,714.35
9781643696393	SB Essentials Backpack 5-6	310	24.49	7,591.90
146051	Math Tool Kit Gr K-1	610	4.00	2,440.00
146052	Math Tool Kit Gr 2-3	585	4.00	2,340.00
146053	Math Tool Kit Gr 4-5	625	4.00	2,500.00
10800	Sentence Strip Reading Ruler Guide	2,130	0.99	2,108.70
156457	Reading Pointer Finger	2,130	0.50	1,065.00
16659	Brain Quest Card Deck Gr PreSchool	310	7.49	2,321.90
16660	Brain Quest Card Deck Gr Kindergarten	290	7.49	2,172.10
16651	Brain Quest Card Deck Gr 1	320	7.49	2,396.80

Your Sales Rep: Jeff Comegys
Email: Jeff@KidzStuffLLC.com
Tel: 410-598-5973
Fax: 866-497-7913

Total





Kidz Stuff LLC
PO Box 6500
Ellicott City, Md 21042

Quote

Date 1/26/2023
Quote # 20230126A

Name / Address

Warren County School District
Central Office
6820 Market St
Russell, PA 16345

- Quote Valid Thru 8/31/2023

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- Orders should be faxed to 866-497-7913
OR emailed to customerservice@kidzstuffllc.com
OR mailed to our address shown above

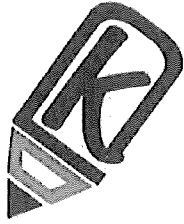
****PLEASE INCLUDE AN EMAIL ADDRESS WITH ALL ORDERS**

Terms Net 30

Item #	Description	Qty	Rate	Total
16652	Brain Quest Card Deck Gr 2	285	7.49	2,134.65
16653	Brain Quest Card Deck Gr 3	300	7.49	2,247.00
16654	Brain Quest Card Deck Gr 4	315	7.49	2,359.35
16655	Brain Quest Card Deck Gr 5	310	7.49	2,321.90
	Special Handling: Tool kits, Brain Quest Cards, Reading Ruler, and Reading Pointer to be inserted into SBA Backpacks prior to shipping. Box/Palletize to ship by School. SHIPS TO ONE LOCATION Subject to Item availability.			

Your Sales Rep: Jeff Comagys
Email: Jeff@KidzStuffLLC.com
Tel: 410-598-5973
Fax: 866-497-7913

Total \$78,571.10



January 25, 2023

Warren County School District
6820 Market St
Russell, PA 16345

RE: Sole Source Letter

This letter is to inform you that Kidz Stuff LLC is the Sole Source of the following item(s) and/or service(s):

Custom Summer Learning Backpack Bundles per quote#20230126A

The above named company is the Sole Source of the item(s) and/or service(s) listed above, and no other company or firm sells or distributes such one of a kind customized item(s) and/or service(s). There is/are no other item(s) and/or service(s) available for purchase that would serve the same purpose or function.

Sincerely,

Jeff Comegys
Program Director

Kidz Stuff LLC
PO Box 6500
Ellicott City, Md 21042
Tel: 866-496-9894
Fax: 866-497-7913

