

AGREEMENT BETWEEN THE
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION
AND
FUN AND FUNCTION

This agreement is made and entered into the 14th day of March, 2023, by and between Kentucky Educational Development Corporation (KEDC), 904 Rose Road, Ashland, KY 41102-7104, and Fun and Function, PO Box 11, Station, PA 19066.

KEDC is an educational cooperative organized under the Interlocal Cooperation Act and providing various services to its member school districts. KEDC is also acting as fiscal agent for all KPC members.

This agreement commenced on January 01, 2023, and will expire on December 31, 2023, with KEDC reserving the right for one-year extensions as permitted by Kentucky Model Procurement Code (KRS Chapter 45A).

This agreement incorporates the CLS2022 Terms and Conditions, amendments, and Fun and Function's Response by reference. Submitted deviations or exceptions to the terms and conditions were not accepted. This is a fixed percentage discount bid with the minimum discount being fixed for the term of that contract at the rate below.

Vendor Number	10100404
Contract Number	10100404-CLS2022.010
Bid Type	Catalog
Fixed General Discount %	3

Upon the signature of an authorized officer of KEDC and an authorized representative of the above-named company or corporation, this agreement is hereby executed.

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

Samuel Atkins

KEDC Chief Business Officer

Samuel Atkins

Printed Name

3/16/23 10:40 EDT

Date

FUN AND FUNCTION

Luba Nemesh

Signature

Luba Nemesh

Printed Name

Sales Support

Title

3/16/23 10:57 EDT

Date

CLS 2022 Bid Terms and Conditions Amendments

Administrative Fee section paragraph addition, Adopted 01/01/2023:

Accounts more than 21 days past due are subject to account suspension. Suspended accounts must be brought current and are subject to the reinstatement fee to have their contract restored. Accounts more than 90 days past due are subject to termination and may be precluded from participation with KPC for one year.

Other Conditions sections additions and updates, Adopted 1/24/2023:

Update

- I. The contractor shall comply is and shall remain in compliance with all Federal Equal Employment Opportunity provisions. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR §200 Appendix II (C))

Additions

- R. Where applicable, the contractor agrees to abide by the federal requirements regarding “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR §200 Appendix II (F))
- S. The contractor acknowledges a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. (2 CFR § 200.323)
- T. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems for the following.
 - i. Covered telecommunications equipment as described in Public Law 115-232, section 889, produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. Public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.

- iv. Any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 § 200.216)
- U. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (2 § 200.322)
- V. The contractor is and shall remain in compliance with all local, state, and national requirements for employee background checks.