

AGREEMENT FOR FORMAL BID

THIS AGREEMENT (the “Agreement”), dated the 17th day of February, 2022, in the County of Riverside, State of California, by and between the Corona-Norco Unified School District, hereinafter referred to as “DISTRICT” or “OWNER” and Office Depot, LLC, hereinafter referred to as “CONTRACTOR.”

WITNESSETH:

That DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. Contract

The complete Contract includes all of the contract documents, including the Invitation for Bids, Introduction to Bid, Instructions for Bidders, Bid Form, including CONTRACTOR's Clarifications Document, **Pricing Worksheet - Attachment A**, Information Required of Bidder, Bid Bond/Security, Non-Collusion Declaration, Contractor's Certificate Regarding Workers' Compensation, Contractor's Certification Regarding Debarment, Suspension or Other Ineligibility, Contractor Certification Regarding Drug-Free Workplace, Contractor Certification Regarding Alcohol and Tobacco, Contractor Certification Regarding Background Checks, W-9 Form, Certificate of Insurance, this Agreement and all modifications and amendments thereto, all of which by this reference are incorporated herein (the “Contract Documents”). The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work

CONTRACTOR shall perform within the time set forth in the Invitation for Bids everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, supplies, and all utility and transportation services as described in the Contract Documents and required for the work described as follows:

Bid No. 2021/22-095 –JIT Standard School and Office Supplies

in accordance with plans, drawings and specifications, if any. All of said work to be performed and equipment and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with all such plans, drawings, specifications and provisions of the Contract Documents. CONTRACTOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. Term

The term of this Agreement shall commence on February 17, 2022 (the “Effective Date”), and shall continue thereafter until the earlier of February 16, 2023, with the option to extend for up to two (2) additional one-year terms. If the work or delivery of equipment or supplies is not timely completed as required by this paragraph, CONTRACTOR shall be deemed to be in default

and DISTRICT may avail itself of any and all legal or equitable remedies. DISTRICT and CONTRACTOR stipulate and agree that the amount of time for completion as specified herein is reasonable.

4. Catalog Discount

Bidders are invited to offer a maximum discount off the vendor’s catalog list price on supplies and equipment. Bidders are to bid a flat percentage discount that will be applied to items on the vendor’s catalog. Bidders may also offer discount tiers based on volume. If no discount is offered, enter No Bid:

30-65 %

5. Piggybacking

For this bid, Bidders are being provided the option of determining whether the pricing for the bid will be extended to other school districts and community college districts located in California as authorized by Public Contract Code section 20118 (K-12) and section 20652 (13 &14) by checking appropriate box below:

YES: X NO:

Failure to check the appropriate box on the Bid Form will be deemed Bidder’s election to not extend their pricing to other California school districts and community college districts.

6. Independent Contractor

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of DISTRICT.

7. Indemnification

CONTRACTOR shall indemnify, save, and hold harmless DISTRICT and its Board, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of, or in any manner connected with, the performance by CONTRACTOR of any Services hereunder.

8. Price Escalation

The District, like any other public agency within the State of California, is aware of the current supply and labor shortage prevalent in the supply chain industries, and to allay the concerns of any Potential Bidder about locking their product rates for an extended period, is requesting bid prices valid for one (1) year. The District and Successful Bidder will evaluate the economic situations in the following remaining years of the Contract and if necessary, will adjust (increase or decrease) bid prices accordingly.

During the following years, any request for price increase by the Contractor must be by a written notification at least thirty (30) calendar days prior to the requested effective date of the

change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor’s current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Substantiated documents include but not limited to manufacturer’s price increase notices, copies of invoices from suppliers, etc. After substantial evidence of an operational cost increase has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective upon written Amendment, executed by both parties. In no event shall the increase in rates calculated for any one (1) year period exceed seven and one-half percent (7.5%) of the most recent billing rates.

No increase in overhead and/or profit to Bidder will be allowed. “Overhead,” for the purposes of the contract, shall be defined as the cost to Bidder of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation, labor, etc.

9. Insurance

CONTRACTOR shall take out, prior to commencing the Work, and maintain, during the life of the Contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

- a. CONTRACTOR’s Liability Insurance
 - 1) Worker’s Compensation

State:	Statutory
Voluntary Compensation	Same as State Workers
(by exempt entities):	Compensation
Applicable Federal (e.g., Longshoremen, harbor work, work at or outside U.S. Boundaries):	
Employer’s Liability	Statutory
Benefits required by Union	\$1,000,000.00 Each Accident
labor contracts:	As applicable
 - 2) General Liability (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage); Can be Combined Single Limit (“CSL”).

- | | | |
|----|------------------|-----------------|
| a) | Bodily Injury: | |
| | \$1,000,000.00 | Each Occurrence |
| | \$2,000,000.00 | Aggregate |
| b) | Property Damage: | |
| | \$1,000,000.00 | Each Occurrence |
| | \$2,000,000.00 | Aggregate |

10. Termination

DISTRICT may terminate this Agreement, in whole or in part, for any or no reason. Such termination shall be effective on the date DISTRICT provides written notice to CONTRACTOR.

11. State Audit

Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or CONTRACTOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records, and files for the audit period.

12. Tax Identification Number

No later than the Effective Date of this Agreement, CONTRACTOR shall furnish to DISTRICT (1) its Federal Tax Identification Number or Social Security Number, whichever is applicable, and (2) a completed and signed W-9 Form.

13. Contractor Certification Regarding Background Checks

If any portion of the work under the Agreement is to be performed at an operating school, CONTRACTOR shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT's pupils and shall complete the Contractor Certification Regarding Background Checks form provided by DISTRICT.

14. Amendment; Assignment

This Agreement may only be amended with the mutual written consent of both parties. Neither party may assign its rights or obligations under this Agreement to another party.

15. Notice

All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

DISTRICT:

CONTRACTOR:

Corona-Norco Unified School District

Office Depot, LLC

Purchasing Department

2820 Clark Avenue

6600 North Military Trail

Norco, California 92860

Boca Raton, FL 33496-2434

Attn: Jacqueline Hager, Contract Technician

Attn: Catherine Collins, Sr. Key Account Manager

16. Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Riverside County.

17. Force Majeure

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

18. Required Provisions

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

19. Entire Agreement

The complete Contract as set forth in Section 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be

performed under this Agreement, exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

20. Authority

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CORONA-NORCO UNIFIED SCHOOL DISTRICT

CONTRACTOR

Signature: *Dalia GadElMawla*

Signature: *Sharalyn Sowers*

Print Name: Dalia GadElMawla

Print Name: Sharalyn Sowers

Title: Assistant Superintendent, Business Services

Title: VP, Business Solutions

Date: Feb 22, 2022

Date: 2/18/2022



ATTACHMENT NO. 1 TO AGREEMENT

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

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

by section 8355(a) and require such employee agree to abide by the terms of that statement.

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

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

Office Depot, LLC
Name of Company

By: Sharalyn Sowers
Signature

Date: 2/18/2022

Sharalyn Sowers, VP, Business Solutions
Print Name and Title

ATTACHMENT NO. 2 TO AGREEMENT

**CERTIFICATION REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE
CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement DISTRICT’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times. When at DISTRICT-owned or DISTRICT–leased buildings, CONTRACTOR hereby agrees to comply with the Corona-Norco Board of Education’s Policies 4050 and 0660 and Education Code 48900 et seq. which states: The District recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The District Board prohibits the use of tobacco products at any time in DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

Office Depot, LLC
Name of Company

By: Sharalyn Sowers
Signature

Date: 2/18/2022

Sharalyn Sowers, VP, Business Solutions
Print Name and Title

ATTACHMENT NO. 3 TO AGREEMENT

**CRIMINAL RECORDS CHECK CERTIFICATION
(Contractor Fingerprinting Requirements)**

CONTRACTOR CERTIFICATION

With respect to the Agreement dated _____, 20__ by and between Corona-Norco Unified School District (“DISTRICT”) and _____ (“CONTRACTOR”) for the provision of construction services, CONTRACTOR hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor’s Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code section 45125.1, the Corona-Norco Unified School District (“DISTRICT”) has determined that Office Depot, LLC (“CONTRACTOR”) is exempt from the criminal background check certification requirements for the agreement dated _____, 20__, by and between DISTRICT and CONTRACTOR (“Agreement”) because:

- [X] CONTRACTOR’s employees will have limited contact with DISTRICT students during the course of the Agreement; or
- [] Emergency or exceptional circumstances exist.

District Official

Date

ATTACHMENT NO. 4 TO AGREEMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract. If CONTRACTOR is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 4 of Information for Bidders for additional information.

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Section 8 of the Information for Bidders.

[Signatures follow on next page]

Office Depot, LLC

(Proper Name of Contractor)

By: Sharalyn Sowers

Sharalyn Sowers

(Signature of Authorized Signor)

VP, Business Solutions

(Title of Signor)

By: Sharalyn Sowers

Sharalyn Sowers

(Signature of Authorized Signor)

VP, Business S

(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

Office Depot, LLC
List of Awarded Items - Bid No. 2021/22-095

#	Item Description	District Stock Number	Estimated Quantity	Unit	Brand Name & Part Number	Equivalent Brand Name & Part Number (type "N/A" if not applicable)	Unit Price	Total Cost
#0-6	FILLER PAPER, WIDE RULED RM 500	10701	1300	REAM	SWINTON #MMK09227OD-11980	TOP FLIGHT #4170502 OD #323708	\$ 2.91	\$ 3,783.00
#0-20	CRAYON PRIMARY MULTICULTURAL 8	21308	300	BOX	CRAYOLA #52-008W	N/A	\$ 0.64	\$ 192.00
#0-49	BINDER CLIP MEDIUM 12/BOX	23105	700	BOX	OIC #99050	NINGBO #YL2103 OD #429431	\$ 0.38	\$ 266.00
#0-50	BINDER CLIP SMALL 12/BOX	23106	500	BOX	OIC #99020	NINGBO #YL2101 OD #429415	\$ 0.04	\$ 20.00
#0-51	BINDER CLIP LARGE 12/BOX	23107	300	BOX	OIC #99100	NINGBO #YL1013 OD #308957	\$ 1.08	\$ 324.00
#0-56	PENCIL SHARPENER, ELECTRIC BLACK	23210	200	EACH	X-ACTO #1800 SERIES	N/A	\$ 12.71	\$ 2,542.00
#0-77	STAPLE REMOVER PEN STYLE, BLACK	24302	150	EACH	SWINGLINE #57038121	TUNG YUNG # R5043/ODU/ODP/1 OD #344734	\$ 0.82	\$ 123.00
#0-83	ROLL PAPER 36" BLACK	26401	60	ROLL	PACON #63300	N/A	\$ 44.51	\$ 2,670.60
#0-85	ROLL PAPER 36" WHITE	26403	70	ROLL	PACON #63000	N/A	\$ 43.09	\$ 3,016.30
#0-90	ROLL PAPER 36" CANARY	26408	30	ROLL	PACON #63080	N/A	\$ 48.26	\$ 1,447.80

**Clarifications Document by Office Depot, LLC (“Office Depot” or “Vendor”)
 To
 Corona Norco Unified School District (“District”)
 For
 Just-in-Time (JIT) Standard School and Office Supplies (“Bid”)
 #2021/22-095**

District agrees that the following clarification/exception will be formed as a part of the Agreement between Office Depot, LLC and Corona-Norco Unified School District, dated February 17, 2022 (the “**Agreement**”).

<u>Page, Section</u>	<u>Clarification</u>
INFORMATION FOR BIDDERS	
<p><u>Page 16, Point 47.</u> <u>Price Decrease</u></p>	<p>Office Depot would not agree to provide lower prices to District, which may for comparable quality and delivery be given to any other school districts or governmental agency. Office Depot offers competitive pricing to each customer based on several factors, including the customer’s core product list, the customer’s unique service level requirements, the customer’s total volume of spend, and the customer’s overall product mix. Because Office Depot customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, we are unable to guarantee that one particular customer’s pricing is as favorable as any other customer’s pricing at the SKU-level. However, Office Depot is committed to providing each customer the best valued program that suits their needs.</p>






Bid No. 2021-22-095 JIT Standard School & Office Supplies - Office Depot

Final Audit Report

2022-02-22

Created:	2022-02-22
By:	Jacqueline Hager (Jacqueline.Hager@cnusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-kIIBtNjtVezPPDIe1ZI0L7qImTwKVQV

"Bid No. 2021-22-095 JIT Standard School & Office Supplies - Office Depot" History

-  Document created by Jacqueline Hager (Jacqueline.Hager@cnusd.k12.ca.us)
2022-02-22 - 4:36:15 PM GMT
-  Document emailed to Dalia Gadelmawla (dalia.gadelmawla@cnusd.k12.ca.us) for signature
2022-02-22 - 5:06:21 PM GMT
-  Email viewed by Dalia Gadelmawla (dalia.gadelmawla@cnusd.k12.ca.us)
2022-02-22 - 5:18:35 PM GMT
-  Document e-signed by Dalia Gadelmawla (dalia.gadelmawla@cnusd.k12.ca.us)
Signature Date: 2022-02-22 - 5:18:47 PM GMT - Time Source: server
-  Agreement completed.
2022-02-22 - 5:18:47 PM GMT



Samuel Buenrostro, Ed.D., Superintendent
(951) 736-5010

Lisa Simon, Ed.D., Deputy Superintendent
Educational Services (951) 736-5080

Dalia Gadelmawla, Asst. Superintendent
Business Services (951) 736-5035

Glen A. Gonsalves, Asst. Superintendent
Human Resources (951) 736-5064

Ben Odipo, PMP, Asst. Superintendent
Information Technology (951) 736-5190

Reggie Thompkins, Ed.D., Asst. Superintendent
Instructional Support (951) 736-5111

Judy K. Now, Chief of Staff
Executive Services (951) 736-5003

Evita Tapia-Gonzalez, Administrative Director
Communications (951) 736-5013

February 4, 2022

Office Depot, LLC
Attn: Catherine Collins
6600 North Military Trail
Boca Raton, FL 33496
Catherine.Collins@officedepot.com

Re: Notice of Intent to Award – Just-In-Time (JIT) Standard School and Office Supplies
Bid No. 2021/22-095

Dear Ms. Collins,

I am pleased to inform you that Office Depot, LLC is one of the apparent low bidders in the Just-In-Time (JIT) Standard School and Office Supplies - Bid No. 2021/22-095. The recommendation for bid award will be presented for approval at the District's Board of Education meeting on February 16, 2022.

In furtherance of the contract processing and in accordance to the bid documents, attached are the following contract documents:

1. Agreement
2. Drug-Free Workplace Certification
3. Alcohol and Tobacco Certification
4. Criminal Records Check Certification
5. Worker's Compensation Certification
6. Certificates of Insurance with Additional Insured Endorsement (Please include)

Please sign and return all documents within ten (10) business days of receipt of this letter. No work shall commence prior to submission of the documents referenced above and approval by the District's Board of Education.

We look forward to a mutually rewarding relationship. If you have any questions or need additional information, please contact me at (951) 736-5050 or Jacqueline.Hager@cnusd.k12.ca.us.

Sincerely,

Jacqueline Hager
Contracts Technician, Purchasing

Board of Education

Jose W. Lalas, Ph.D.

Elizabeth "Lisa" Marroquin

Bill Pollock

Mary Helen Ybarra

John "Mr. Z" Zickefoose

Where your future takes flight.

Corona-Norco Unified School District**Board of Education - Study Session****02/15/2022 05:00 PM****Printed : 2/16/2022 9:38 AM PT**Board/Council Chambers
2820 Clark Avenue, Norco, CA 92860

ITEM : 9.a. It is recommended that the Board of Education partially award Bid No. 2021/22-095 to Office Depot, LLC, Southwest School and Office Supply, Inc., and Kelly Spicers, Inc., for Just-In-Time (JIT) School and Office Supply, effective February 17, 2022 through February 16, 2023, with the option to extend for up to two (2) additional one-year terms. Costs are incurred on an as-needed basis, plus tax. (Consent)

Rationale

On January 7 and 14, 2022, a Notice Inviting Bids was advertised in the Press Enterprise newspaper, and District's Purchasing website, soliciting bids for Bid No. 2021/22-095, Just-In-Time (JIT) School and Office Supply. Bids were opened on January 28, 2022 at 2:00 PM with a total of three (3) bids received. Based on the lowest and responsive bid(s), the District recommends a partial award to Office Depot, LLC, Southwest School and Office Supply, Inc., and Kelly Spicers, Inc., from February 17, 2022 through February 16, 2023, with the option to extend for up to two (2) additional one-year terms. Costs are incurred on an as-needed basis, plus tax.

Funding Source: Unrestricted

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: BID NO. 2021/22-095 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

01/07, 01/14/2022

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

Date: January 14, 2022
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

CORONA-NORCO USD
2820 CLARK AVE
NORCO, CA 92860

Ad Number: 0011507835-01

P.O. Number:

Ad Copy:

**INVITATION FOR BIDS
CORONA-NORCO UNIFIED SCHOOL DISTRICT
BID NO. 2021/22-095**

In accordance with Public Contract Code 20111, Notice is hereby given that the CORONANORCO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", will receive up to, but no later than **2:00 p.m., on January 28, 2022**, sealed bids for the award of a contract for: **JUST-IN-TIME STANDARD SCHOOL AND OFFICE SUPPLY**. An optional pre-bid conference will be held at **10:00 a.m. on Wednesday, January 19, 2022** at the District Office located at 2820 Clark Avenue, Norco, CA, 92860, for the purpose of discussing the bid documents and answering any questions generated by those in attendance. Submission of all bids shall be made **electronically** via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/>, by the due date. Bids received after the deadline will not be considered and will be returned unopened. Bids shall be electronically un-sealed and publicly read aloud at the above stated date, time and place.

Bids are firm for a period of ninety (90) days to allow DISTRICT to review the bids and approve a Contractor. Each bid must conform and be responsive to the bid documents and require a bid bond in an amount not less than ten percent (10%) of the maximum amount of the bid. The full notice inviting bids, Bid documents and contract documents are available and downloadable via the District Purchasing website - https://www.cnusd.k12.ca.us/our_departments/business_services/purchasing/bids_rfps
Press-Enterprise: 1/07, 1/14

FORMAL BID FORM

TO: CORONA-NORCO UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT":

FROM: Office Depot, LLC
(Proper Name of Bidder)

1. **Base Bid.** Pursuant to and in compliance with your Invitation for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized itself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

JIT STANDARD SCHOOL AND OFFICE SUPPLIES

Bid No: 2021/22-095

all in strict conformity with the complete Contract, including addenda nos. 1, 2, _____, and _____, posted on DISTRICT'S website for the sum of
One hundred seventy-five thousand one-hundred twenty-one dollars and four cents **Dollars*** (\$ 175,121.04).

*In the spaces above, please provide the Base Bid, as the total sum of prices entered into the Pricing Worksheet – Attachment A to Formal Bid Form on <https://cnusdk12.bonfirehub.com/> for this bid.

2. **Catalog Discount.** Bidders are invited to offer a maximum discount off the vendor's catalog list price on supplies and equipment. Bidders are to bid a flat percentage discount that will be applied to items on the vendor's catalog. Bidders may also offer discount tiers based on volume. If no discount is offered, enter No Bid:

30-65 %

3. **Piggybacking.** For this bid, Bidders are being provided the option of determining whether the pricing for the bid will be extended to other school districts and community college districts located in California as authorized by Public Contract Code section 20118 (K-12) and section 20652 (13 &14) by checking appropriate box below:

YES: X NO: _____

Failure to check the appropriate box on the Bid Form will be deemed Bidder's election to not extend their pricing to other California school districts and community college districts.

4. **Term.** The initial term of the contract shall be effective **March 2, 2022** through **March 1, 2023**.

5. **District’s Right to Reject Bids.** It is understood that DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. Bidder understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. **Information Required of Bidders.** The required Information Required of Bidders is hereto attached (Attachment No. 1 to Formal Bid Form).

7. **Bid Security.** The required bid security is hereto attached (Attachment No. 2 to Formal Bid Form).

8. **Noncollusion Declaration.** The required Noncollusion Declaration is hereto attached (Attachment No. 3 to Formal Bid Form).

9. **Contractor’s Certification Regarding Debarment, Suspension, or Other Ineligibility.** The required Contractor’s Certification Regarding Debarment, Suspension, or Other Ineligibility is hereto attached (Attachment No. 4 to Formal Bid Form).

10. **Execution and Delivery of Agreement.** It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the work under the contract shall be commenced by the undersigned Bidder, if awarded the contract, by the start date provided in DISTRICT’s Contract in the time specified in the contract documents.

11. **Contact Person.** Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below. Catherine Collins, Office DEPOT Senior Key Account Manager - Public Partnerships, West Region
K-12, Higher-Ed, Local Gov’t, Counties and Cities | Riverside & San Bernardino Counties, SoCal
Catherine.Collins@officedepot.com 760-347-8554

12. **Principals.** The names of all persons interested in the foregoing proposal as principals are as follows: Sharalyn Sowers, Vice President
Stephen Mohan, EVP, Business Solutions Division

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last name in full.)

13. **Forfeit of Bid Security.** It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in the last page of this Bid Form, Certification of Insurance, and required bonds to DISTRICT within ten (10) calendar days of receiving notice of the award of the Contract to Bidder, the security may be forfeited to DISTRICT as liquidated damages.

14. **Assignment of Rights.** Pursuant to Government Code section 4552, in submitting this bid, Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.

15. **Bidder’s Examination and Completion of Work.** Bidder declares that he/she has carefully examined the bid documents and the contract, and read the accompanying instructions for Bidders and supplemental instructions for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials and do all work required to complete the said work in accordance with the contract, and instructions in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. **False Claims.** Bidder is familiar with Government Code section 12650, et seq. and Penal Code section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated Bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Office Depot, LLC

Name of Corporation/Partnership/Individual

6600 North Military Trail Boca Raton, Florida 33496-2434

Address

By: *Sharalyn Sowers* Date: 1/27/2022

Signature of President/Partner/Bidder

Sharalyn Sowers, Vice President

Printed Name and Title

By: _____ Date: _____

Signature of Secretary/Designee/Partner/Bidder

Printed Name and Title

FORMS TO BE SUBMITTED

To be submitted with Formal Bid Form. Refer to Notice to Invitation for Bids for Submittal Deadline:

1. Information Required of Bidders
2. Bid Bond, Certified or Cashier's Check
3. Noncollusion Declaration
4. Certification Regarding Suspension, Debarment or Other Ineligibility
5. Any other document required by the Specifications or another document herein

To be Returned With Executed Agreement of Successful Bidder:

1. Drug-Free Workplace Certification
2. Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
3. Criminal Records Check Certification
4. Worker's Compensation Certification

ATTACHMENT NO. 1 TO FORMAL BID FORM**INFORMATION REQUIRED OF BIDDER****General Information**

Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Bidder's firm and any of its officers, directors, shareholders, parties and principals.

1. Bidder's firm name and address:
Office Depot, LLC 6600 North Military Trail Boca Raton, Florida 33496-2434

 2. Contact Name: Catherine Collins Telephone: 760.347.8554
 3. Contact's Email: catherine.collins@officedepot.com Firm Website: https://business.officedepot.com
 4. Type of firm: (Check one)
Individual ___ Partnership ___ Corporation X Joint Venture ___
 5. City Business License No. 072043 Expiration Date: 4/30/2022
- DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.
6. If Bidder's organization is a corporation, answer the following:
 - a. Date of Incorporation: September 12, 1986
 - b. State of Incorporation: Delaware
 - c. President's Name: Gerry Smith
 - d. Vice-president's Name(s) Stephen Mohan
 - e. Secretary's Name: David Bleisch
 - f. Treasurer's Name: Anthony Scaglione, CFO
 7. If Bidder is an individual or a partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name and Address of all partners (state whether general or limited partnership):

8. If Bidder’s organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

N/A

9. List other states in which Bidder’s organization is legally qualified to do business. Office Depot, LLC is qualified and registered to do business in all 50 states.

10. How many years’ experience in providing JIT Standard School and Office Supplies has your organization had?

35+ years

11. Has your firm or any of its principals defaulted so as to cause a loss to a surety? No.
If the answer is “Yes”, give dates, name and address of surety and details.

12. Have you been assessed liquidated damages for any project in the past three years? _____
If “Yes,” explain: _____

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot’s ability to support our customers or affect our ability to meet the stated requirements in this RFP.

13. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____ If “Yes,” explain, and provide case name and number: _____

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot’s ability to support our customers or affect our ability to meet the stated requirements in this RFP.

14. Have you ever failed to complete a project in the last three years? _____ If so, give name of owner and details:

Office Depot, LLC has not defaulted on any contract where such default would have a material adverse effect on Office Depot LLC's ability to perform the services described herein.

15. Within the last five years, has any officer or partner of Bidder’s organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

Office Depot, LLC has not defaulted on any contract where such default would have a material adverse effect on Office Depot LLC's ability to perform the services described herein.

16. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT or Board Member?
No.

If so, please elaborate. _____

17. Has your firm ever been found to be “non-responsible” by an awarding agency? _____
If so, please elaborate. No.

18. Does Bidder’s organization have locations within a 20 mile radius of 300 S. Buena Vista Avenue, Corona, CA 92882? Yes

If yes, please list your locations here, or attach a list of locations:

Please see our Exhibit A- Office Depot store locations within a 20 mile radius.

19. Additional Information:

If Bidder believes there is additional information which has not been included in the questionnaire above, and which would assist DISTRICT in its evaluation of Bidder, it may add that information in a statement here or on an attached sheet, appropriately marked:

INFORMATION REQUIRED OF BIDDER

Customer Reference Listing

List the names, addresses and telephone numbers of three (3) successful references, preferably school district clients within the past five (5) years:

1. Name of Agency: Colton Joint Unified School District
Agency Address: 1212 Valencia Dr.
Colton, CA 92324
Contact Person and Email: Joann Baeza, Director Purchasing, joann_baeza@cjuds.net (951) 990-9658
Type of Equipment/Supplies or other Services Provided: Carol Araujo, buyer, carolina_araujo@cjuds.net (909) 580-6674
Just In Time School Supplies and Office Supplies
Contract Amount: _____

2. Name of Agency: Fremont USD
Agency Address: 4210 Technology Driver
Fremont, CA 94538
Contact Person and Email: Lalaine Cruz, Director Purchasing, lcruz@fusdk12.net (510) 657-2350
Type of Equipment/Supplies or other Services Provided: _____
Just In Time School Supplies and Office Supplies
Contract Amount: _____

3. Name of Agency: Fontana USD
Agency Address: 9680 Citrus Ave
Fontana, CA 92335
Contact Person and Email: Brandy Cuttress, Director of Purchasing, Warehouse, Printing & Mail Services, Brandy.Cuttress@fusd.net (909) 357-7600, ext. 29020
Type of Equipment/Supplies or other Services Provided: _____
Just In Time School Supplies and Office Supplies
Contract Amount: _____

INFORMATION REQUIRED OF BIDDER

Verification and Execution

This document shall be executed only by a duly authorized official of Bidder.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of 1/26/2022, 2022, at _____, County of orange, State of california.

Sharalyn Sowers

Signature

Sharalyn Sowers

Print Name

Vice President

Title

ATTACHMENT NO. 2 TO FORMAL BID FORM

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we Office Depot, LLC, as Principal, and Harco National Insurance Company, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure section 995.120, legally doing business in California at Rolling Meadows, Illinois, are held and firmly bound unto the **Corona-Norco Unified School District**, hereinafter called DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of Principal submitted to said DISTRICT for the Work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas Principal has submitted to DISTRICT the accompanying bid dated January 28, 2022, for JIT Standard School and Office Supplies, Bid No. 2021/22-095.

NOW, THEREFORE, if Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and if Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to Principal for signature, enter into a written contract with DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such Agreement and give such bonds within the time specified, if Principal shall pay DISTRICT the difference between the amount specified in said bid and the amount for which DISTRICT may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the Work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Agreement or the call for bids, or to the Work, or to the Specifications.

In the event suit is brought upon this bond by DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Harco National Insurance Company

(Name and Address of Surety)

PO Box 68309

Schaumburg, IL 60168-0309

Jere Keprios, C/O CT Coporation System

(Name and Address of agent or representative for service of process in California, if different from above)

818 West Seventh Street, 2nd Floor

Los Angeles, CA 90017

800-448-4642

(Telephone Number of Surety and agent or representative for service of process in California)

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Section 8 of the Information for Bidders.

[Signatures follow on next page]

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this 28th day of January, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of
Principal, if Corporation)

Office Depot, LLC

Principal (Proper Name of Corporation)

By: Kathy L. Schroeder

Kathy L. Schroeder

Signature

Sr. Director-Global Risk Management

Title

By: _____

Signature

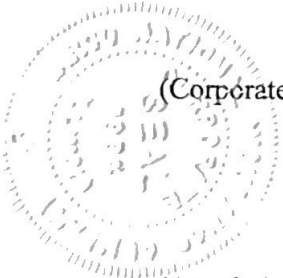
Title

Harco National Insurance Company

Surety

By: Natalie Perry

Attorney-in-Fact Natalie Perry



(Corporate Seal of Surety)

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

POWER OF ATTORNEY

Bond # _____

HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

IRMA HERRADA, PAUL D. GILCREASE

El Paso, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 28, 2022

A00223

Irene Martins, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Harco National Insurance Company

of Rolling Meadows, Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st day of December, 19 94, I have hereunto set my hand and caused my official seal to be affixed this 3rd day of January, 19 95.



By

John G. Gardner
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Company Profile

HARCO NATIONAL INSURANCE COMPANY

PO BOX 68309
SCHAUMBURG, IL 60168-0309
800-448-4642

Former Names for Company

Old Name: HARCO NATIONAL INSURANCE COMPANY OF ILLINOIS

Effective Date: 12-31-1994

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR
LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	26433
NAIC Group #:	0225
California Company ID #:	3711-9
Date authorized in California:	September 09, 1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
FIRE
LIABILITY
MARINE

MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - January 17, 2007 12:57 PM
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ATTACHMENT NO. 3 TO FORMAL BID FORM

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President [Title] of Office Depot, LLC [Firm], the party making the foregoing bid.

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

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

In signing below, bidder covenants that it has complied with the signature requirements described in Section 8 of the Information for Bidders.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/26/2022, 20__ [Date], at Orange [City], California [State].

Office Depot, LLC

Name of Contractor (Print or Type)

Sharalyn Sowers

Signature

Sharalyn Sowers

Print Name

Vice President

Title

Signature

Print Name

Title

ATTACHMENT NO. 4 TO FORMAL BID FORM
CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER
INELIGIBILITY
(Federal Executing Order 12549)

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

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

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Section 8 of the Information for Bidders.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Office Depot, LLC

Name of Corporation/Partnership/Individual
6600 North Military Trail Boca Raton, Florida 33496-2434

Address

By: Sharalyn Sowers
Signature of President/Partner/Bidder
Sharalyn Sowers, Vice President

Print Name and Title

Date: 1/26/2022

By: _____
Signature of Secretary/Designee/Partner/Bidder

Print Name and Title

Date: _____

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item Description	District Stock Number	Estimated Quantity	Unit	Brand Name & Part Number	Text	Numeric	Total Cost
								Equivalent Brand Name & Part Number (type "N/A" if not applicable)	Unit Price	
Not Bidding	No Bid	#0-1	COPY PAPER 8 1/2 X 11 20# 92 BRIGHT, DOMESTIC*	10100	9500	CASE	ORCA #400205011			-
Not Bidding	No Bid	#0-2	WHITE 8 1/2 X 14 COPY PAPER 20#	10101	200	REAM	HAMMERMILL #105015			-
Success: All values provided	Bid	#0-3	COMPOSITION BOOK	10510	16000	EACH	ROARING SPRING #77308	N/A	\$ 0.93	\$ 14,880.00
Success: All values provided	Bid	#0-4	GRAPH PAPER 1/4" SQUARE 8 1/2 X 11	10601	65	REAM	PACON #2862	N/A	\$ 7.09	\$ 460.85
Success: All values provided	Bid	#0-5	GRAPH PAPER 1/2" SQUARE 8 1/2 X 11	10602	500	REAM	PACON #2863	N/A	\$ 7.09	\$ 3,545.00
Success: All values provided	Bid	#0-6	FILLER PAPER, WIDE RULED RM 500	10701	1300	REAM	SWINTON #MMK092270D-11980	TOP FLIGHT #4170502 OD #323708	\$ 2.91	\$ 3,783.00
Success: All values provided	Bid	#0-7	ENVELOPES MANILA 9 1/2 X 12 1/2 (250/BX)	13505	20	BOX	QUALITY PARK #37793	RUNBAO HAIFENG #331000 OD #331000	\$ 17.96	\$ 359.20
Success: All values provided	Bid	#0-8	POST-IT NOTE 3 X 3 YELLOW	20801	450	DOZ	3M #654YW-12	N/A	\$ 9.94	\$ 4,473.00
Success: All values provided	Bid	#0-9	POST IT POP-UP NOTES ASSTD COLOR	20805	25	DOZ	3M #R330-YW	N/A	\$ 12.20	\$ 305.00
Success: All values provided	Bid	#0-10	POST-IT NOTE 1 1/2 X 2 YELLOW	20818	300	DOZ	3M #6539	N/A	\$ 4.41	\$ 1,323.00
Success: All values provided	Bid	#0-11	POST-IT 3 X 3 ASSORTED NEON 5/PK	20819	400	PKG	3M #654-5PK	N/A	\$ 5.05	\$ 2,020.00
Success: All values provided	Bid	#0-12	WIREBOUND 8 1/2 X 11 NOTEBOOK, COLLEGE RULED	20820	1000	EACH	TOPS #65021	N/A	\$ 1.46	\$ 1,460.00
Success: All values provided	Bid	#0-13	STENO BOOK 6 X 9 80 PAGES	20825	200	EACH	TOPS #8021	N/A	\$ 1.44	\$ 288.00
Success: All values provided	Bid	#0-14	PAD, PERFORATED 8 1/2 X 11 CANARY	20830	10	DOZ	SPARCO #1011	TOPS #99400 OD #305706	\$ 7.31	\$ 73.10
Success: All values provided	Bid	#0-15	CRAYONS PRIMARY LARGE 8	21301	2300	BOX	CRAYOLA #52-0080	N/A	\$ 1.23	\$ 2,829.00
Success: All values provided	Bid	#0-16	CRAYONS PRIMARY ASSORTED 16	21302	3400	BOX	CRAYOLA #52-0336	N/A	\$ 2.64	\$ 8,976.00
Success: All values provided	Bid	#0-17	CRAYON STANDARD SIZE ASSRTED 16 CT	21303	12000	BOX	CRAYOLA #52-0016	N/A	\$ 0.89	\$ 10,680.00

Success: All values provided	Bid	#0-18	CRAYON STANDARD SIZE ASSORTED 24 CT	21304	3500	BOX	CRAYOLA #52-0024	N/A	\$ 1.12	\$ 3,920.00
Success: All values provided	Bid	#0-19	CRAYON STANDARD MULTICULTURAL 8	21307	500	BOX	CRAYOLA #52-008W	N/A	\$ 0.64	\$ 320.00
Success: All values provided	Bid	#0-20	CRAYON PRIMARY MULTICULTURAL 8	21308	300	BOX	CRAYOLA #52-008W	N/A	\$ 0.64	\$ 192.00
Success: All values provided	Bid	#0-21	REPORT COVER LIGHT BLUE/FASTENER PK/10	21632	40	PK	SWINTON #OD433516	THREE COLOR #ODV1387315 OD #1387315	\$ 2.91	\$ 116.40
Success: All values provided	Bid	#0-22	ERASER, WHITEBOARD	21700	1400	EACH	SANFORD #81505	N/A	\$ 1.66	\$ 2,324.00
Success: All values provided	Bid	#0-23	ERASER, MEDUIM PINK 24/BOX	21703	70	BOX	PAPER MATE #70520	N/A	\$ 6.38	\$ 446.60
Not Bidding	No Bid	#0-24	FLAG CALIF 4 X 6 OUTDOOR	21901	30	EACH	ANNIN #FZ2042091			-
Success: All values provided	Bid	#0-25	FLAG US 16 X 24 CLASSROOM	21902	50	EACH	ANNIN #ANN042900	N/A	\$ 7.39	\$ 369.50
Not Bidding	No Bid	#0-26	FLAG US 4 X 6 OUTDOOR	21903	30	EACH	VALLEY FORGE #46211000-CH			-
Not Bidding	No Bid	#0-27	FLAG WALL BRACKET 1/2"	21904	20	EACH	ANNIN #642575R			-
Success: All values provided	Bid	#0-28	FILE FOLDER, MANILA LETTER 1/3 CUT, BX/100	22002	70	BOX	SMEAD #10330	SMEAD #153L OD #315515	\$ 8.92	\$ 624.40
Success: All values provided	Bid	#0-29	FILE FOLDER LETTER 1/3 CUT ASTD COLOR, BX/100	22025	140	BOX	PENDAFLEX #152 1/3 ASST	PENDAFLEX # 48434 OD #935429	\$ 13.28	\$ 1,859.20
Success: All values provided	Bid	#0-30	GLUE, WHITE SCHOOL 8 OZ	22104	1800	EACH	ELMERS #E308NR	N/A	\$ 1.11	\$ 1,998.00
Success: All values provided	Bid	#0-31	GLUE STICK .26 OZ	22106	14000	EACH	AVERY #AVE00166	AVERY #98001 OD #598105	\$ 0.24	\$ 3,422.22
Success: All values provided	Bid	#0-32	LABELS, LASER PRINTER, ADDRESS 1 X 4	22613	15	BOX	AVERY #5161	N/A	\$ 20.27	\$ 304.05
Success: All values provided	Bid	#0-33	LABELS FOR LABEL PRINTERS 1 1/8 X 3 1/2	22614	100	BOX	AVERY #4150	N/A	\$ 6.71	\$ 671.00
Success: All values provided	Bid	#0-34	WATERCOLOR 8 PAINT SET W/BRUSH	23000	1400	SET	CRAYOLA #53-0525	N/A	\$ 1.53	\$ 2,142.00
Not Bidding	No Bid	#0-35	WASHABLE PAINT TEMPERA LIQUID PEACH 16 OZ	23017	50	PINT	CRAYOLA #54-3115-33			-
Success: All values provided	Bid	#0-36	WASHABLE PAINT TEMPERA LIQUID RED 16 OZ	23018	200	PINT	CRAYOLA #54-2016-38	N/A	\$ 2.75	\$ 550.00

Success: All values provided	Bid	#0-37	WASHABLE PAINT TEMPERA LIQUID BLUE 16 OZ	23019	150	PINT	CRAYOLA #54-2016-42	N/A	\$ 2.75	\$ 412.50
Success: All values provided	Bid	#0-38	WASHABLE PAINT TEMPERA LIQUID YELLOW 16 OZ	23020	200	PINT	CRAYOLA #54-2016-34	N/A	\$ 2.75	\$ 550.00
Success: All values provided	Bid	#0-39	WASHABLE PAINT TEMPERA LIQUID MAGENTA 16 OZ	23021	80	PINT	CRAYOLA #54-3115-69	CRAYOLA #54-3115-069 OD #704544	\$ 3.52	\$ 281.60
Success: All values provided	Bid	#0-40	WASHABLE PAINT TEMPERA LIQUID GREEN 16 OZ	23022	150	PINT	CRAYOLA #54-2016-44	N/A	\$ 2.75	\$ 412.50
Success: All values provided	Bid	#0-41	WASHABLE PAINT TEMPERA LIQUID BROWN 16 OZ	23023	100	PINT	CRAYOLA #54-3115-07	N/A	\$ 2.15	\$ 215.00
Success: All values provided	Bid	#0-42	WASHABLE PAINT TEMPERA LIQUID BLACK 16 OZ	23024	150	PINT	CRAYOLA #54-2016-51	CRAYOLA #543115051 OD #464776	\$ 2.27	\$ 340.50
Success: All values provided	Bid	#0-43	WASHABLE PAINT TEMPERA LIQUID WHITE 16 OZ	23025	300	PINT	CRAYOLA #54-2016-53	CRAYOLA #54-3115-53 OD #464560	\$ 2.25	\$ 675.00
Success: All values provided	Bid	#0-44	WASHABLE PAINT TEMPERA LIQUID VIOLET 16 OZ	23026	100	PINT	CRAYOLA #54-2016-40	CRAYOLA #55-1316-040 OD #284125	\$ 4.64	\$ 464.00
Success: All values provided	Bid	#0-45	WASHABLE PAINT TEMPERA LIQUID ORANGE 16 OZ	23027	100	PINT	CRAYOLA #54-2016-36	CRAYOLA #54-3115-36 OD #371574	\$ 2.27	\$ 227.00
Success: All values provided	Bid	#0-46	WASHABLE PAINT TEMPERA LIQUID TURQUOISE BLUE 16 OZ	23028	100	PINT	CRAYOLA #54-3115-48	CRAYOLA #54-3115-048 OD #725572	\$ 2.78	\$ 278.00
Success: All values provided	Bid	#0-47	PAPER CLIP REGULAR #1 BX/100	23101	700	BOX	OIC #591461	OIC #99911 OD #591461	\$ 0.29	\$ 203.00
Success: All values provided	Bid	#0-48	PAPER CLIP JUMBO 1 BX/100	23103	2600	BOX	ACCO #72580	# 72580 (SOLD AS PACK OF 10 BOXES) OD #	\$ 0.88	\$ 2,280.20
Success: All values provided	Bid	#0-49	BINDER CLIP MEDIUM 12/BOX	23105	700	BOX	OIC #99050	NINGBO #YL2103 OD #429431	\$ 0.38	\$ 266.00
Success: All values provided	Bid	#0-50	BINDER CLIP SMALL 12/BOX	23106	500	BOX	OIC #99020	NINGBO #YL2101 OD #429415	\$ 0.04	\$ 20.00
Success: All values provided	Bid	#0-51	BINDER CLIP LARGE 12/BOX	23107	300	BOX	OIC #99100	NINGBO #YL1013 OD #308957	\$ 1.08	\$ 324.00
Success: All values provided	Bid	#0-52	PENCILS ASSORTED 12 COLORS	23200	11000	SET	CRAYOLA 68-4012	N/A	\$ 1.33	\$ 14,630.00
Success: All values provided	Bid	#0-53	PENCIL, LEAD OVERSIZE	23205	1000	DOZ	DIXON TICONDEROGA #13040	N/A	\$ 1.82	\$ 1,820.00

Success: All values provided	Bid	#0-54	PENCIL NO. 2	23206	5400	DOZ	DIXON #12872	N/A	\$ 1.32	\$ 7,128.00
Success: All values provided	Bid	#0-55	PRE-SHARPENED NO. 2 PENCIL	23208	3000	DOZ	DIXON #13806	N/A	\$ 1.35	\$ 4,050.00
Success: All values provided	Bid	#0-56	PENCIL SHARPENER, ELECTRIC BLACK	23210	200	EACH	X-ACTO #1800 SERIES	N/A	\$ 12.71	\$ 2,542.00
Success: All values provided	Bid	#0-57	PEN, ROUND STIC MEDIUM CAP/CLIP BLACK	23212	700	DOZ	PAPERMATE #33311	N/A	\$ 1.12	\$ 784.00
Success: All values provided	Bid	#0-58	PEN, ROUND STIC MEDIUM CAP/CLIP BLUE	23213	600	DOZ	PAPERMATE #33111	N/A	\$ 1.12	\$ 672.00
Success: All values provided	Bid	#0-59	PEN,ROUND STIC MEDIUM CAP/CLIP RED	23214	500	DOZ	PAPERMATE #33211	N/A	\$ 1.12	\$ 560.00
Success: All values provided	Bid	#0-60	MARKER WASHABLE BROADLINE ASSORTED 8	23250	800	SET	CRAYOLA #58-7808	N/A	\$ 2.21	\$ 1,768.00
Success: All values provided	Bid	#0-61	MARKER WASHABLE BROADLINE TROP. ASST 8	23251	180	SET	CRAYOLA #58-7816	N/A	\$ 3.06	\$ 550.80
Success: All values provided	Bid	#0-62	MARKER BROADLINE CLASSIC 8 COLORS	23252	1700	SET	CRAYOLA #58-7708	N/A	\$ 1.70	\$ 2,890.00
Success: All values provided	Bid	#0-63	MARKER THINLINE CLASSIC 8 COLORS	23253	800	SET	CRAYOLA #58-7709	N/A	\$ 2.02	\$ 1,616.00
Success: All values provided	Bid	#0-64	HILITER FLUORESCENT ASSORTED 4 COLOR	23260	600	SET	AVERY #24063	N/A	\$ 1.86	\$ 1,116.00
Success: All values provided	Bid	#0-65	HILITER BROAD POINT YELLOW	23261	300	DOZ	AVERY #07742	N/A	\$ 5.05	\$ 1,515.00
Success: All values provided	Bid	#0-66	MARKER FINE POINT PERMANENT BLACK SHARPIE	23278	3200	EACH	SHARPIE #3001EA	N/A	\$ 0.55	\$ 1,760.00
Success: All values provided	Bid	#0-67	MARKER DRY ERASE BLACK	23280	700	DOZ	EXPO #80001	N/A	\$ 9.19	\$ 6,433.00
Success: All values provided	Bid	#0-68	MARKER DRY ERASE ASSORTED 4 COLORS	23285	1200	SET	EXPO #82074	N/A	\$ 3.34	\$ 4,008.00
Success: All values provided	Bid	#0-69	WHITEBOARD TOWELLETTE CLEANER 50/TUB	23295	200	TUB	SANFORD #81850	N/A	\$ 5.16	\$ 1,032.00
Success: All values provided	Bid	#0-70	RUBBERBANDS #54 ASSORTED	23701	100	BOX	UNIVERSAL #UNV00454	ALLIANCE #2454808 OD #856585	\$ 1.02	\$ 102.00
Success: All values provided	Bid	#0-71	RUBBERBANDS #16 1/4 LB BAG	23702	100	BOX	UNIVERSAL #UNV00416	ALLIANCE #2416808 OD #856198	\$ 0.91	\$ 91.00
Success: All values provided	Bid	#0-72	RULER 12" METAL EDGE 1/16 & METRIC	23805	1600	EACH	WESTCOTT #10375	N/A	\$ 0.72	\$ 1,152.00

Success: All values provided	Bid	#0-73	SCISSORS BLUNT 5", PK/2	23901	400	PK	SCHOOLWORK S #153520-1005	ACME #13168 OD #2480274	\$ 0.75	\$ 300.00
Success: All values provided	Bid	#0-74	SCISSOR STAINLESS 5" POINTED, PK/2	23902	1100	PK	SCHOOLWORK S #1055801004	N/A	\$ 1.06	\$ 1,166.00
Success: All values provided	Bid	#0-75	STAPLER STANDARD DESK BLACK	24201	600	EACH	BOSTITCH #B440BK	N/A	\$ 6.36	\$ 3,816.00
Success: All values provided	Bid	#0-76	STAPLES STANDARD SIZE 1/4"	24301	1700	BOX	SWINGLINE #35450	N/A	\$ 2.93	\$ 4,981.00
Success: All values provided	Bid	#0-77	STAPLE REMOVER PEN STYLE, BLACK	24302	150	EACH	SWINGLINE #57038121	TUNG YUNG # R5043/ODU/ODP/1 OD #34473	\$ 0.82	\$ 123.00
Success: All values provided	Bid	#0-78	STAPLE REMOVER HAND, BLACK	24303	100	EACH	UNIVERSAL #00700VP	TUNG YUNG #C1029 OD #427111	\$ 0.49	\$ 49.00
Success: All values provided	Bid	#0-79	PUSH PINS CLEAR (100/BX)	24502	200	BOX	UNIVERSAL #31304	NINGBO YULIN #YL1039 OD #825265	\$ 0.45	\$ 90.00
Success: All values provided	Bid	#0-80	TAPE, GLASS FILAMNT 3/4 X 60 YDS	24601	50	ROLL	SCOTCH #MMM898134	N/A	\$ 10.61	\$ 530.50
Success: All values provided	Bid	#0-81	TAPE, PACKING SEAL 2 X 55 YD	24602	400	ROLL	3M #3710-1PK- TSP	3M #3710 CL 48N OD #452001	\$ 1.01	\$ 404.67
Success: All values provided	Bid	#0-82	TAPE DISPENSER, BLACK	24619	270	EACH	SCOTCH #C38- BK	N/A	\$ 1.53	\$ 413.10
Success: All values provided	Bid	#0-83	ROLL PAPER 36" BLACK	26401	60	ROLL	PACON #63300	N/A	\$ 44.51	\$ 2,670.60
Success: All values provided	Bid	#0-84	ROLL PAPER 36" BRIGHT GREEN	26402	10	ROLL	PACON #67131	N/A	\$ 86.10	\$ 861.00
Success: All values provided	Bid	#0-85	ROLL PAPER 36" WHITE	26403	70	ROLL	PACON #63000	N/A	\$ 43.09	\$ 3,016.30
Success: All values provided	Bid	#0-86	ROLL PAPER 36" BROWN	26404	25	ROLL	PACON #67021	N/A	\$ 61.77	\$ 1,544.25
Success: All values provided	Bid	#0-87	ROLL PAPER 36" FLAME	26405	25	ROLL	PACON #63060	N/A	\$ 54.82	\$ 1,370.50
Success: All values provided	Bid	#0-88	ROLL PAPER 36" EMERALD GREEN	26406	20	ROLL	PACON #67141	N/A	\$ 51.36	\$ 1,027.20
Success: All values provided	Bid	#0-89	ROLL PAPER 36" AQUA	26407	10	ROLL	PACON #67161	N/A	\$ 67.04	\$ 670.40
Success: All values provided	Bid	#0-90	ROLL PAPER 36" CANARY	26408	30	ROLL	PACON #63080	N/A	\$ 48.26	\$ 1,447.80
Success: All values provided	Bid	#0-91	ROLL PAPER 36" ORANGE	26409	30	ROLL	PACON #67101	N/A	\$ 93.28	\$ 2,798.40
Success: All values provided	Bid	#0-92	ROLL PAPER 36" PINK	26410	10	ROLL	PACON #67261	N/A	\$ 67.79	\$ 677.90
Success: All values provided	Bid	#0-93	ROLL PAPER 36" BROWN-BUTCHER PAPER	26412	10	ROLL	SCHOOLSMART #085467	PACON #5836 OD #341982	\$ 65.04	\$ 650.40

Success: All values provided	Bid	#0-94	ROLL PAPER 36" GOLD	26413	5	ROLL	PACON #67091	N/A	\$ 74.38	\$ 371.90
Success: All values provided	Bid	#0-95	ROLL PAPER 36" LT GREEN	26414	10	ROLL	PACON #67121	N/A	\$ 61.25	\$ 612.50
Success: All values provided	Bid	#0-96	ROLL PAPER 36" BRIGHT BLUE	26415	20	ROLL	PACON #67171	N/A	\$ 88.34	\$ 1,766.80
Success: All values provided	Bid	#0-97	ROLL PAPER 36" DARK BLUE	26416	20	ROLL	PACON #67181	N/A	\$ 55.22	\$ 1,104.40
Success: All values provided	Bid	#0-98	ROLL PAPER 36" PURPLE	26417	20	ROLL	PACON #67331	N/A	\$ 65.13	\$ 1,302.60
Success: All values provided	Bid	#0-99	ROLL PAPER 48" WHITE	26420	5	ROLL	PACON #67004	N/A	\$ 25.88	\$ 129.40
Success: All values provided	Bid	#0-100	SENTENCE STRIPS (100/PKG)	26500	200	PKG	PACON #5157	N/A	\$ 3.18	\$ 636.00
Success: All values provided	Bid	#0-101	SENTENCE STRIPS ASST COLOR (100/PKG)	26501	150	PKG	PACON #5165	N/A	\$ 3.18	\$ 477.00
Success: All values provided	Bid	#0-102	CORRECTION TAPE, MONO SINGLE LINE	29018	600	EACH	TOMBOW #68620	N/A	\$ 1.35	\$ 810.00
Success: All values provided	Bid	#0-103	CORRECTION TAPE, MONO FINE LINE	29019	150	EACH	TOMBOW #68635	PAPER MATE # 1818799 OD #286717	\$ 1.62	\$ 243.00
Success: All values provided	Bid	#0-104	AAA BATTERY, INDUSTRIAL PK/24	30101	20	PK	ENGERGIZER #EN92	N/A	\$ 7.16	\$ 143.20
Success: All values provided	Bid	#0-105	AA BATTERY, INDUSTRIAL PK/24	30102	20	PK	ENGERGIZER #EN91	N/A	\$ 7.16	\$ 143.20
Success: All values provided	Bid	#0-106	C-CELL BATTERY, INDUSTRIAL	30103	20	DOZ	ENGERGIZER #EN93	N/A	\$ 6.27	\$ 125.40
Success: All values provided	Bid	#0-107	D-CELL BATTERY, INDUSTRIAL	30104	20	DOZ	ENGERGIZER #EN95	N/A	\$ 10.60	\$ 212.00
Success: All values provided	Bid	#0-108	9 VOLT BATTERY, INDUSTRIAL	30105	20	DOZ	ENGERGIZER #EN22	N/A	\$ 11.10	\$ 222.00
Success: All values provided	Bid	#0-109	COMPRESSED AIR DUSTER, 10 OZ	30302	100	EACH	FALCON #DPSXL	N/A	\$ 3.30	\$ 330.00



Purchasing Department
2820 Clark Avenue
Norco, CA 92860
(951) 736-5050

INVITATION FOR FORMAL BIDS

JUST-IN-TIME (JIT) STANDARD SCHOOL AND OFFICE SUPPLIES BID NO. 2021/22-095

Bid Issued
Optional Pre-Bid Conference
RFI Due
Bid Due/Public Opening

Friday, January 7, 2022
Wednesday, January 19, 2022 at 10:00 AM
Friday, January 21, 2022 at 10:00 AM
Friday, January 28, 2022 at 2:00 PM

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
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INVITATION FOR BIDS
CORONA-NORCO UNIFIED SCHOOL DISTRICT
BID NO. 2021/22-095

In accordance with Public Contract Code 20111, Notice is hereby given that the CORONA-NORCO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", will receive up to, but no later than 2:00 PM on Friday, January 28, 2022, sealed bids for the award of a contract for:

JUST-IN-TIME STANDARD SCHOOL AND OFFICE SUPPLIES

An optional pre-bid conference will be held at **10:00 AM on Wednesday, January 19, 2022** at the District Office located at 2820 Clark Avenue, Norco, CA, 92860, for the purpose of discussing the bid documents and answering any questions generated by those in attendance.

DISTRICT is seeking supplier(s) to provide JIT Standard School and Office Supplies for districtwide use. Bidder responses to this Bid will be considered an offer and may be used to form a binding contract with DISTRICT. Bids are firm for a period of ninety (90) days to allow DISTRICT to review the bids and approve a Contractor.

All pre-bid conference and bid opening attendees must check in at the front office, providing a valid, government issued driver's license or other photo I.D., to obtain a guest badge prior to attending the conference. There will be no exceptions. Due to the COVID-19 Pandemic, all visitors must wear a face mask before proceeding to the meeting room; there will be no exceptions. Please allow up to fifteen (15) minutes to complete the check-in process.

All bids shall be made and presented on a form furnished by DISTRICT. **All bids shall be submitted electronically** via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/>, at no cost to Bidders. Pursuant to California Civil Code Section 1633, the parties hereto agree that this solicitation submission may be electronically signed and submitted and the electronic signature appearing in this response to the solicitation is the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. **No original/hard copy submissions of the Bid Documents will be accepted.**

Submission of all bids shall be made **electronically** via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/>, **no later than 2:00 PM on Friday, January 28, 2022**. Bids received after the deadline will not be considered and will be returned unopened. Bids shall be electronically un-sealed and publicly read aloud at the above stated date, time and place.

Each bid must conform and be responsive to the bid documents and requires a bid security in an amount not less than ten percent (10%) of the maximum amount of the bid. **An original copy of the Bid Security must be submitted to DISTRICT no later than scheduled Bid Due Date and Time.** The full notice inviting bids, Bid documents and contract documents are available and downloadable via the Bonfire E-Procurement website at <https://cnusdk12.bonfirehub.com/portal/?tab=openOpportunities>

INFORMATION FOR BIDDERS

1. Purpose of Bid

The Corona-Norco Unified School District (“District”) is soliciting bids from qualified vendors to provide web-based ordering of Just-In-Time (JIT) standard school and office supplies for districtwide use.

2. Overview of the District

The Corona-Norco Unified School District is located approximately 45 miles southeast of Los Angeles in western Riverside County. The DISTRICT consists of thirty-one elementary schools, eight intermediate/middle schools, five comprehensive high schools, a middle college high school and three alternative schools. The DISTRICT serves over 53,000 students in the diverse communities of Corona, Norco and Eastvale. The DISTRICT is the largest school district in Riverside County and the tenth largest district in California and has been providing quality education to the students of the Corona, Norco and Eastvale areas for over 120 years. Of the 53,000 students, approximately 43% receive a free or reduced priced lunch and approximately 74% are minority students from diverse cultural backgrounds. The general fund-operating budget for the fiscal year 2018 – 2019 is approximately \$594,000,000.00. The DISTRICT’S administrative offices are located at 2820 Clark Avenue, Norco, CA 92860. In addition, other DISTRICT support services are located at 300 Buena Vista Avenue, Corona, CA 92882.

The DISTRICT is financed primarily by Federal and State monies. The DISTRICT also administers specially funded projects, grants, and contracts with various federal, state, and private agencies.

3. Definitions

The CORONA-NORCO UNIFIED SCHOOL DISTRICT hereinafter referred to as “DISTRICT” as used in these bid documents shall be construed to include DISTRICT Board of Education, all employees, officers, and agents of DISTRICT. The “Contractor/Bidder” is named as such in the contract/bid documents and is referred to in generic terms as if the Contractor/Bidder were of singular number and masculine or feminine gender.

4. Preparation of Formal Bid Form

The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Invitation for Bids. Bids shall be submitted on the prescribed Formal Bid Form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. **All bids shall be submitted electronically via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/>.** No original/hard copy submissions will be accepted. Prices, wording and notations must be typewritten. Erasures or other changes shall be noted over by signature of Bidder.

5. Optional Pre-Bid Conference

Bidders are invited to attend an **optional** pre-bid conference to be held on **Wednesday,**

January 19, 2022 at 10:00 AM at the District Administrative Office located at 2820 Clark Avenue, Norco, CA 92860, for the purpose of discussing the bid documents and answering any questions generated by those in attendance. Please bring a valid, government issued photo identification and check in at the front office for meeting room location.

After the optional pre-bid conference, all questions must be submitted in writing via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/> or by emailing Jacqueline Hager, Contracts Technician, at Jacqueline.hager@cnusd.k12.ca.us; by **no later than 10:00 AM on Friday, January 21, 2022**. Questions received after this deadline may not be answered.

6. Erasures, Inconsistent or Illegible Bids

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, DISTRICT may reject such bid as not being responsive to the invitation to bid.

7. Modifications

Changes in or additions to the Formal Bid Form, recapitulations of the Work bid upon, alternative proposals, or any other modification of the Formal Bid Form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered.

8. Signature

Pursuant to California Civil Code Section 1633, the parties hereto agree that this bid submission may be electronically signed and submitted and the electronic signature appearing in this response to the solicitation is the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Any signature required on the Contract Documents must be signed in the name of Bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Formal Bid Form. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Bidder is a joint venture or partnership, there shall be submitted with the bid, certifications signed by authorized officers of each of the parties to the joint venture or

partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

9. Form and Delivery of Bids

Responses to this bid shall be submitted no later than **2:00 PM on Friday, January 28, 2022**. All bids shall be submitted **electronically** via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/>. **No original/hard copy submissions of the Formal Bid Form will be accepted. It is Bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids.** In accordance with Government Code section 53068 and Public Contract Code section 4104.5, any bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to Bidder unopened. **At the time set forth in the Invitation for Bids for the opening of bids, the bids will be electronically un-sealed and read aloud at the designated location.**

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED ELECTRONICALLY VIA THE BONFIRE E-PROCUREMENT PLATFORM, AVAILABLE AT <https://cnusdk12.bonfirehub.com/> BY THE TIME AND DATE OF CLOSING. **NO E-MAILED, FAXED, OR ORIGINAL/HARD COPY SUBMISSIONS WILL BE ACCEPTED. SUCH SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE AND WILL BE RETURNED TO BIDDER UNOPENED.**

10. Bid Security

Each bid shall be accompanied by an **original copy of a** certified or cashier's check or bid bond issued by an admitted surety insurer, as defined in Civil Procedure Code section 995.120, in the amount of not less than ten percent (10%) of the total bid amount stated in the bid. Said check or bond shall be made payable to DISTRICT and shall be given as a guarantee that Bidder, if awarded the Contract, shall, within ten (10) calendar days of receiving notice of award of the Contract, unless otherwise directed in writing by DISTRICT, provide to DISTRICT, on the prescribed forms, those documents listed in the Formal Bid Form. In case of refusal or failure to enter into the Agreement or return the documents as required by DISTRICT, the check or bid bond, as the case may be, shall be forfeited to DISTRICT and DISTRICT may in its discretion either award the Contract to the second lowest responsible Bidder or reject all bids. If Bidder elects to furnish a bid bond as its bid security, Bidder shall use the Bid Bond form included herein. **Said check or an original ink signature copy of said bond shall be submitted to the DISTRICT's administrative office located at 2820 Clark Ave., Norco, CA 92860 in a sealed envelope no later than the scheduled bid due date and time.**

11. Interpretation of Bid Documents

If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from any of the documents, written request for clarification or correction thereof, must be submitted to Jacqueline Hager, Contracts Technician, at Jacqueline.hager@cnusd.k12.ca.us.

12. Addenda and Questions

Addenda issued during time of bidding shall be included in bid and shall be made a part of the Contract. Bidder shall list in the Formal Bid Form each addendum received.

a. Addenda issued during time of bidding shall be posted on the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/> and via the DISTRICT'S website by January 24, 2022 and shall be made a part of the Contract. Bidder shall list in the Formal Bid Form each addendum posted in Bonfire, if any.

b. Addenda will be prepared and issued to Bidders by DISTRICT.

c. In the event a material change is made by addendum within 72 hours prior to the bid deadline, the date and time to submit bids will be extended by at least 72 hours.

d. Bidders shall be responsible for confirming they are in receipt of all addenda.

e. Bidders having any questions on the Bid Documents shall submit their questions via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/> or to Jacqueline Hager, Contracts Technician, by email no later than 10:00 AM on Friday, January 21, 2022 addressed to Jacqueline.hager@cnusd.k12.ca.us.

13. California Public Records Act

All Documents received by DISTRICT, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act. Bidder shall identify any information contained in the bid that the bidder deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others. Note: A blanket statement that all contents of the bid response are confidential or proprietary cannot be honored by DISTRICT.

14. Fingerprint Certification

Upon notification of contract award, the successful Bidder, including all subcontractors, shall be required to comply with the provisions of Education Code Section 45125.1 including certifying, in writing, to DISTRICT's Board of Education that no contractor employees or employees of subcontractors who may come in contact with DISTRICT pupils in the performance of the contract has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.

If Bidder, or any of his subcontractors, fails or refuses to comply with this provision, such failure or refusal shall be considered sufficient cause for disqualification from further award consideration. If such failure or refusal to comply occurs after contract award, the contract may be terminated in whole or in part, under Section 21 - TERMINATION FOR DEFAULT.

15. Competency of Bidders

In selecting the lowest responsive responsible Bidder, consideration will be given not only to the financial standing, but also to the general competency of Bidder for the performance of the Work covered by the bid. By submitting a bid, each Bidder agrees that DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider Bidder's experience and

facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Bidder's performance of the Work. To this end, each bid shall be supported by a statement of Bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," found herein.

16. Hold Harmless

Bidder shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Bidder or any person, firm or corporation employed by Bidder upon or in connection with the work and/or delivery of equipment and supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent contractors who are directly employed by DISTRICT, and except for liability resulting from the active negligence of DISTRICT.
- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and supplies covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by Bidder, either directly or by independent contract, and not by the active negligence of DISTRICT.
- (c) Bidder, at Bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

17. Insurance

The successful Bidder shall, upon receipt of the Notice of Intent to Award a Contract and within ten (10) calendar days, provide DISTRICT with insurance endorsements evidencing insurance coverage and further indicating that the successful Bidder's policies have been endorsed to name the "CORONA-NORCO UNIFIED SCHOOL DISTRICT" as an additional insured. The endorsements shall further provide the "Successful Bidder's policy is primary over any insurance carried by DISTRICT and that the policy will not be cancelled or materially changed without 30 calendar days prior written notice being given to DISTRICT's Purchasing Department." During the term of the contract, the successful Bidder shall, at its own cost and expense, maintain the following types of insurance:

A. General Liability

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name the Corona-Norco Unified School District, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than \$2,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name the Corona-Norco Unified School District, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

C. Workers' Compensation and Employer's Liability

Workers' Compensation statutory limits in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.

18. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder, as CONTRACTOR, shall secure the payment of compensation to all employees. CONTRACTOR shall sign and file with DISTRICT the following certificate when it submits the Agreement to DISTRICT: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract." The form of such certificate is included as a part of the Contract Documents.

19. Failure to Provide Evidence of Insurance, Post Security, or Execute Contract

In the event the bidder to whom the Notice of Intent to Award a Contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within ten (10) calendar days from the date of receiving said notice, DISTRICT may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the bid to the next lowest responsive and responsible bidder, or may call for new bids.

20. Default

In the event Bidder to whom a contract is awarded fails to perform in accordance with the

terms and conditions of the bid or the contract, DISTRICT may terminate their orders, in whole or in part, in accordance with Article 21 - TERMINATION FOR DEFAULT provision of this bid.

21. Termination for Default

The CORONA-NORCO UNIFIED SCHOOL DISTRICT may, by written notice of default to the successful Bidder, terminate the contract issued in whole or in part if:

A. The successful Bidder fails or neglects to provide any of the products listed herein in the manner and time specified, or if, in the opinion of DISTRICT, the item(s) provided fail to perform satisfactorily;

OR

B. The successful Bidder fails to perform any of the other provisions of the bid, contract, or purchase order and does not cure such failure within a period of ten (10) days (or such longer period as DISTRICT may authorize in writing) after receipt of notice from DISTRICT specifying such failure.

In the event DISTRICT terminates the contract, in whole or in part, DISTRICT may acquire products, similar to those so terminated from another source and the successful Bidder shall be liable for any excess costs of acquisitions of such similar supplies.

22. Termination for Program, Site Closure, Re-Organization, or Reduction of Funds

In the event funds for DISTRICT programs are discontinued or funds are not allocated within the agency for the continuation of this contract in whole or in part, DISTRICT may terminate the contract under this clause without penalty. In the event funds for DISTRICT programs are discontinued or funds are not allocated within the agency for the purchase of materials and/or services, DISTRICT does not guarantee that any or all items shown on this bid will be purchased for the duration of the contract period.

23. Covenant Against Contingent Fees

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

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

24. Prohibited Interests

No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or

approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this section.

25. Non-Conforming Equipment and Supplies

(a) The Contractor shall promptly remove from the premises all equipment or supplies delivered by the Contractor and identified by DISTRICT as failing to conform to the Contract, whether incorporated or not. The Contractor shall promptly replace the non-conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.

(b) If the Contractor does not remove such equipment or supplies within a reasonable time, fixed by written notice, DISTRICT may remove it and store the material at the Contractor's expense. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor .

26. Contract Documents

Each Bidder shall be fully acquainted with the conditions relating to the provision of products so that there is full understanding of the facilities, difficulties and restrictions attending the execution of the Work under this bid. Refer to the Instructions for Bidders in the PRE-BID CONFERENCE provision of this bid, for the date and time of the Conference. Any Bidder submitting a bid in response to this Invitation for Bids is invited to attend and fully inform himself prior to bidding as to existing conditions and limitations under which the products are to be provided. No allowance will be made to a Bidder because of lack of such examination or knowledge. Bidders shall thoroughly examine and be familiar with the bid documents and specifications. The failure or omission of any Bidder to receive or examine any bid document, form, instrument, addendum, or other documents, or to visit the sites and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his bid or to the contract. The submission of the bid shall be taken as prima facie evidence of compliance with this section. All addenda issued during the time of bidding shall be incorporated into the bid automatically.

27. Laws to be Observed

The successful Bidder shall be fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The successful Bidder shall at all times observe and comply with, and shall cause all their agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify DISTRICT

and all officers and employees thereof connected with the work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the owner or its employees. If any discrepancy or inconsistency is discovered in the specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to DISTRICT in writing.

28. Award of Contract

DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding process, to accept or reject any items or combination of items. The objective of DISTRICT to select one supplier to provide weekly deliveries of quality products to the DISTRICT. Bid award(s) will be made by line item and/or by sub-group of line items to the lowest, responsible and responsive Bidder(s); or if in the best interest of DISTRICT, a single award will be made to the overall lowest, responsible and responsive Bidder bidding on all line items and meeting District requirements. This bid implies no obligation to buy. DISTRICT reserves the right to refrain the award of this bid in part or in whole. DISTRICT reserves the right, and may determine to award any, all, or none of this bid. In addition, DISTRICT may award all of the bid and yet refrain from entering into an agreement or placing orders for any or all of the items awarded. There shall be no minimum or maximum contract or purchase order quantities. Any awards made are subject to acceptance by DISTRICT's Board of Education. If there is a discrepancy between the unit price in the bid and the extended price, unit prices shall prevail. Bids shall remain open, valid and subject to acceptance for ninety (90) days after the bid opening date unless otherwise stipulated.

DISTRICT RESERVES THE RIGHT TO VERIFY ALL CALCULATIONS SUBMITTED. IF THERE IS ANY DISCREPANCY BETWEEN THE COST LISTED AND DISTRICT'S CALCULATIONS, DISTRICT'S CALCULATIONS SHALL TAKE PRECEDENCE.

29. Withdrawal of Bids

Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to DISTRICT which authorizes the individual requesting the bid withdrawal to so act on behalf of Bidder. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this section, shall be returned on demand therefor. Any request to withdraw a bid after bid opening shall be submitted in writing and in accordance with all requirements of Public Contract Code section 5100 et seq. As specified in the Invitation for Bids, no Bidder may withdraw its bid for a period of ninety (90) Days after the date set for the opening of bids.

30. Bid Protests

Any protest against the award of a contract pursuant to this bid must be received, in writing, within five (5) calendar days after bid opening. DISTRICT shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to Jacqueline Hager, Contracts Technician. Mailed letters of protest are to be addressed to the CORONA-NORCO UNIFIED SCHOOL DISTRICT, 2820 Clark Avenue, Norco, California,

92860 and marked to the attention of the Contracts Technician.

In order for a bidder's protest to be considered valid, the protest must:

- a. Be filed timely and in writing as detailed in this Paragraph.
- b. Clearly identify in detail the specific issues related to the bid protest.
- c. Clearly identify in detail the specific DISTRICT Staff/Board recommendation or action being protested.
- d. Clearly identify in detail the specific grounds of the protest and the facts supporting the particular protest.
- e. Include all relevant and supporting documentation with the protest at the time of filing.

Prior to a protest being considered valid, DISTRICT shall review the basis of the protest along with all relevant information and documents and will provide the protesting bidder a written decision. If the bid protest does not comply with each and every one of the requirements set forth above, it will be rejected as invalid.

31. Anti-Discrimination

It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, 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, beginning with Government Code section 12900, and Labor Code section 1735. In addition, CONTRACTOR agrees to require like compliance by any Subcontractors employed on the Work by any such CONTRACTOR.

32. Noncollusion Declaration

Public Contract Code section 7106 requires Bidders to submit a declaration of noncollusion with their bids. This form is included with the bid package and must be signed and dated by Bidder under penalty of perjury.

33. Small, Minority and/or Firms Owned, Operated and Controlled by Persons with Disabilities or Disabled Veterans

It is the DISTRICT's desire that small business and firms which are at least fifty-one percent (51%) owned, operated and controlled by women, minorities, persons with disabilities, disabled veterans or firms with effective affirmative action programs shall have the maximum practicable opportunity to participate in the contract awarded to perform the services to be done.

34. Assurance of Compliance with Civil Rights Laws and Americans with Disabilities Act

The Bidder hereby assures that it will comply with Subchapter VI of the Civil Rights Act

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

35. Anti-Kickback Act

In the performance of the contract, the Bidder and all subcontractors shall adhere to and comply with all provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) and as supplemented in the Department of Labor regulations (29 CFR Part 3).

36. Work Hours and Safety Standards Act

In the performance of any work order/job under the contract, Bidder shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).

37. Bidders Interested in More Than One Bid

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. If alternate bids are not called for and if DISTRICT has reasonable grounds for believing that any Bidder is interested in more than one proposal for the Work, it will be cause for rejecting all proposals in which such Bidder is interested and Bidder will forfeit its bid security to DISTRICT. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders, but is then prohibited from making a prime proposal.

38. Evidence of Responsibility

The bidder shall provide the names of at least three (3) references for whom similar services were provided during the previous five (5) years and shall identify the dollar amount of that service(s), to be submitted with the bid, on the form included as part of these bid documents. Upon the request of DISTRICT, a bidder whose bid is under consideration for award of a contract shall promptly submit satisfactory evidence showing the bidder's financial resources, service/trade experience, legal structure, organization chart, key management personnel, list of service employees in the journeyman, apprentice and labor levels, major equipment inventory, tax payer identification (if not already provided for in the bid form) and plant facilities available for the performance of the contract.

39. COVID-19 Contractor Responsibilities

Contractor shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Contractor and any of its employees performing work on District property pursuant to the terms of this Contract, Contractor shall immediately notify DISTRICT. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, DISTRICT reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of DISTRICT's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

40. Force Majeure

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

41. Inspection and Acceptance

All items provided under this bid and under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing, labeling, and distribution. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the bidder, at no cost to DISTRICT. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provisions of these instructions.

42. Quality Assurance

By random inspection, if it is determined by DISTRICT that the equipment/items are not in compliance with the specifications, the successful bidder shall replace, at no cost, any equipment/item that may be rejected.

43. Samples and Testing

Samples may be requested of any and all Bidders. Samples must be provided within fifteen (15) days of request and shall be furnished free of expense to DISTRICT. Samples will be retained by DISTRICT for the purpose of comparing against material delivered by the successful Bidder, and if not destroyed by tests will, upon request, be returned at Bidder's expense. The final decision as to whether the material or product is acceptable shall be made by DISTRICT. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the cost of

the tests shall be paid by Bidder. In all cases DISTRICT reserves the right to make tests it deems necessary.

44. Sales Tax

(A) Do not include California State Sales Tax in Bid. Said tax should be added to Contractor's invoice and paid by DISTRICT. (B) Do not include Federal Excise Tax or Use Tax in the Bid. DISTRICT is not subject to same.

45. Delivery Charges

Bids are sought which are priced F.O.B. destination unless the bid documents invite quotations for delivery and freight to be set apart or as separate cost items.

46. Delivery

Deliveries shall be made to the Site(s) specified in the Purchase Order and in accordance with the bid specifications. District will not provide loading docks, forklifts or pallet jacks at the specified site; Bidder will be required to unload equipment.

47. Price Decrease

If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to DISTRICT for as long as the lower prices are in effect, but at no time shall the prices charged DISTRICT exceed the prices bid. DISTRICT shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school District or any other state, county, municipal or local governmental agency in Riverside County for products listed herein.

48. Price Escalation

The District, like any other public agency within the State of California, is aware of the current supply and labor shortage prevalent in the supply chain industries, and to allay the concerns of any Potential Bidder about locking their product rates for an extended period, is requesting bid prices valid for one (1) year. The District and Successful Bidder will evaluate the economic situations in the following remaining years of the Contract and if necessary, will adjust (increase or decrease) bid prices accordingly.

During the following years, any request for price increase by the Contractor must be by a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Substantiated documents include but not limited to manufacturer's price increase notices, copies of invoices from suppliers, etc. After substantial evidence of an operational cost increase has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective upon written Amendment, executed by both parties. In no event shall the increase in rates calculated for any one (1) year period exceed seven and one-half percent (7.5%) of the most recent billing rates.

No increase in overhead and/or profit to Bidder will be allowed. "Overhead," for the purposes of the contract, shall be defined as the cost to Bidder of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation, labor, etc.

49. Substitutions for Specified Items

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equal". Bidders may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed at no cost or obligation to DISTRICT for the purposes of testing and evaluation. DISTRICT will notify Bidder whether the requested substitution has been approved as an "equal or equivalent" to the specified equipment or material. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of bid is made. If an alternate has been indicated but rejected by DISTRICT as not being an "equal," Bidder agrees that by submitting its bid, Bidder shall provide the specified equipment or material. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

50. Piggybacking

For this bid, Bidders are being provided the option of determining whether the pricing for the bid will be extended to other school districts and community college districts located in California as authorized by Public Contract Code section 20118 (K-12) and section 20652 (13 &14) by checking, on the Formal Bid Form Section 3, the appropriate box.

Failure to check the appropriate box on the Bid Form will be deemed Bidder's election to not extend their pricing to other California school districts and community college districts.

51. Drug-Free Workplace Certification

Pursuant to Government Code section 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. CONTRACTOR will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

END OF SECTION

SUPPLEMENTAL INFORMATION FOR BIDDERS

It is extremely important that all Bidders read and adhere to the terms and conditions, specifications, and all Bid documents and attachments included herein:

1. It is the intent of DISTRICT to award to the lowest overall responsive and responsible bidder. An award(s) is expected to be made to Bidder(s) by early March 2022.
2. Bidders will be required to meet the specifications as listed in Appendix A – Specifications, attached hereto and made a part of the Bid Documents.
3. The Bid term will commence upon approval of award(s) by the DISTRICT’s Board of Education and shall continue for an initial term of one (1) year, with the option to extend for up to two (2) additional one (1) year terms. Pricing shall be held firm for the duration of the initial term.

END OF SECTION

FORMAL BID FORM

TO: CORONA-NORCO UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT":

FROM: _____
(Proper Name of Bidder)

1. **Base Bid.** Pursuant to and in compliance with your Invitation for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized itself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

JIT STANDARD SCHOOL AND OFFICE SUPPLIES

Bid No: 2021/22-095

all in strict conformity with the complete Contract, including addenda nos. _____, _____, _____, and _____, posted on DISTRICT'S website for the sum of _____ **Dollars*** (\$_____).

*In the spaces above, please provide the Base Bid, as the total sum of prices entered into the Pricing Worksheet – Attachment A to Formal Bid Form on <https://cnusdk12.bonfirehub.com/> for this bid.

2. **Catalog Discount.** Bidders are invited to offer a maximum discount off the vendor's catalog list price on supplies and equipment. Bidders are to bid a flat percentage discount that will be applied to items on the vendor's catalog. Bidders may also offer discount tiers based on volume. If no discount is offered, enter No Bid:

_____ %

3. **Piggybacking.** For this bid, Bidders are being provided the option of determining whether the pricing for the bid will be extended to other school districts and community college districts located in California as authorized by Public Contract Code section 20118 (K-12) and section 20652 (13 &14) by checking appropriate box below:

YES: _____ NO: _____

Failure to check the appropriate box on the Bid Form will be deemed Bidder's election to not extend their pricing to other California school districts and community college districts.

4. **Term.** The initial term of the contract shall be effective **March 2, 2022** through **March 1, 2023**.

5. **District's Right to Reject Bids.** It is understood that DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. Bidder understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. **Information Required of Bidders.** The required Information Required of Bidders is hereto attached (Attachment No. 1 to Formal Bid Form).

7. **Bid Security.** The required bid security is hereto attached (Attachment No. 2 to Formal Bid Form).

8. **Noncollusion Declaration.** The required Noncollusion Declaration is hereto attached (Attachment No. 3 to Formal Bid Form).

9. **Contractor's Certification Regarding Debarment, Suspension, or Other Ineligibility.** The required Contractor's Certification Regarding Debarment, Suspension, or Other Ineligibility is hereto attached (Attachment No. 4 to Formal Bid Form).

10. **Execution and Delivery of Agreement.** It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the work under the contract shall be commenced by the undersigned Bidder, if awarded the contract, by the start date provided in DISTRICT's Contract in the time specified in the contract documents.

11. **Contact Person.** Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

12. **Principals.** The names of all persons interested in the foregoing proposal as principals are as follows: _____

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last name in full.)

13. **Forfeit of Bid Security.** It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in the last page of this Bid Form, Certification of Insurance, and required bonds to DISTRICT within ten (10) calendar days of receiving notice of the award of the Contract to Bidder, the security may be forfeited to DISTRICT as liquidated damages.

14. **Assignment of Rights.** Pursuant to Government Code section 4552, in submitting this bid, Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.

15. **Bidder's Examination and Completion of Work.** Bidder declares that he/she has carefully examined the bid documents and the contract, and read the accompanying instructions for Bidders and supplemental instructions for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials and do all work required to complete the said work in accordance with the contract, and instructions in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. **False Claims.** Bidder is familiar with Government Code section 12650, et seq. and Penal Code section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated Bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Name of Corporation/Partnership/Individual

Address

By: _____ Date: _____
Signature of President/Partner/Bidder

Printed Name and Title

By: _____ Date: _____
Signature of Secretary/Designee/Partner/Bidder

Printed Name and Title

FORMS TO BE SUBMITTED

To be submitted with Formal Bid Form. Refer to Notice to Invitation for Bids for Submittal Deadline:

1. Information Required of Bidders
2. Bid Bond, Certified or Cashier's Check
3. Noncollusion Declaration
4. Certification Regarding Suspension, Debarment or Other Ineligibility
5. Any other document required by the Specifications or another document herein

To be Returned With Executed Agreement of Successful Bidder:

1. Drug-Free Workplace Certification
2. Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
3. Criminal Records Check Certification
4. Worker's Compensation Certification

ATTACHMENT NO. 1 TO FORMAL BID FORM

INFORMATION REQUIRED OF BIDDER

General Information

Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to Bidder’s firm and any of its officers, directors, shareholders, parties and principals.

1. Bidder’s firm name and address:

2. Contact Name: _____ Telephone: _____

3. Contact’s Email: _____ Firm Website: _____

4. Type of firm: (Check one)
Individual ___ Partnership ___ Corporation ___ Joint Venture ___

5. City Business License No. _____ Expiration Date: _____

DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

6. If Bidder’s organization is a corporation, answer the following:
a. Date of Incorporation: _____
b. State of Incorporation: _____
c. President’s Name: _____
d. Vice-president’s Name(s) _____

e. Secretary’s Name: _____
f. Treasurer’s Name: _____

7. If Bidder is an individual or a partnership, answer the following:
a. Date of Organization: _____
b. Name and Address of all partners (state whether general or limited partnership):

8. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

9. List other states in which Bidder's organization is legally qualified to do business.

10. How many years' experience in providing JIT Standard School and Office Supplies has your organization had?

11. Has your firm or any of its principals defaulted so as to cause a loss to a surety? _____
If the answer is "Yes", give dates, name and address of surety and details.

12. Have you been assessed liquidated damages for any project in the past three years? _____
If "Yes," explain: _____

13. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____ If "Yes," explain, and provide case name and number: _____

14. Have you ever failed to complete a project in the last three years? _____ If so, give name of owner and details:

15. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

16. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT or Board Member?

If so, please elaborate. _____

17. Has your firm ever been found to be “non-responsible” by an awarding agency? _____

If so, please elaborate. _____

18. Does Bidder’s organization have locations within a 20 mile radius of 300 S. Buena Vista Avenue, Corona, CA 92882? _____

If yes, please list your locations here, or attach a list of locations:

19. Additional Information:

If Bidder believes there is additional information which has not been included in the questionnaire above, and which would assist DISTRICT in its evaluation of Bidder, it may add that information in a statement here or on an attached sheet, appropriately marked:

INFORMATION REQUIRED OF BIDDER

Customer Reference Listing

List the names, addresses and telephone numbers of three (3) successful references, preferably school district clients within the past five (5) years:

1. Name of Agency: _____

Agency Address: _____

Contact Person and Email: _____

Type of Equipment/Supplies or other Services Provided: _____

Contract Amount: _____

2. Name of Agency: _____

Agency Address: _____

Contact Person and Email: _____

Type of Equipment/Supplies or other Services Provided: _____

Contract Amount: _____

3. Name of Agency: _____

Agency Address: _____

Contact Person and Email: _____

Type of Equipment/Supplies or other Services Provided: _____

Contract Amount: _____

INFORMATION REQUIRED OF BIDDER

Verification and Execution

This document shall be executed only by a duly authorized official of Bidder.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ____ day of _____, 20____, at _____, County of _____, State of _____.

Signature

Print Name

Title

ATTACHMENT NO. 2 TO FORMAL BID FORM

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure section 995.120, legally doing business in California at _____, are held and firmly bound unto the **Corona-Norco Unified School District**, hereinafter called DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of Principal submitted to said DISTRICT for the Work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas Principal has submitted to DISTRICT the accompanying bid dated _____, 20__, for _____.

NOW, THEREFORE, if Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and if Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to Principal for signature, enter into a written contract with DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such Agreement and give such bonds within the time specified, if Principal shall pay DISTRICT the difference between the amount specified in said bid and the amount for which DISTRICT may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the Work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Agreement or the call for bids, or to the Work, or to the Specifications.

In the event suit is brought upon this bond by DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California, if different from above)

(Telephone Number of Surety and agent or representative for service of process in California)

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Section 8 of the Information for Bidders.

[Signatures follow on next page]

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this ____ day of _____, 20__), the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of
Principal, if Corporation)

Principal (Proper Name of Corporation)

By: _____

Signature

Title

By: _____

Signature

Title

(Corporate Seal of Surety)

Surety

By: _____

Attorney-in-Fact

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

ATTACHMENT NO. 3 TO FORMAL BID FORM

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [Title] of _____ [Firm], the party making the foregoing bid.

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

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

In signing below, bidder covenants that it has complied with the signature requirements described in Section 8 of the Information for Bidders.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__ [Date], at _____ [City], _____ [State].

Name of Contractor (Print or Type)

Signature

Signature

Print Name

Print Name

Title

Title

ATTACHMENT NO. 4 TO FORMAL BID FORM
CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER
INELIGIBILITY
(Federal Executing Order 12549)

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

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

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Section 8 of the Information for Bidders.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Name of Corporation/Partnership/Individual

Address

By: _____
Signature of President/Partner/Bidder

Date: _____

Print Name and Title

By: _____
Signature of Secretary/Designee/Partner/Bidder

Date: _____

Print Name and Title



**JUST-IN-TIME (JIT) STANDARD SCHOOL
AND OFFICE SUPPLIES
BID NO. 2021/22-095**

**APPENDIX A
BID SPECIFICATIONS**

TABLE OF CONTENTS

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SPECIFICATIONS

I. GENERAL INFORMATION

The Corona-Norco Unified School District (“District”) is soliciting bids from qualified vendors to provide web-based ordering of Just-In-Time (JIT) standard school and office supplies for districtwide use.

A web-based ordering system utilizes an internet browser on common technology devices, such as mobile phones, tablets and computers, to access materials and supplies lists and place orders.

A “Just-In-Time” inventory system is a management strategy that has the district receive materials and supplies as close as possible to when they are actually needed. The district employs this strategy to increase efficiency and reduce warehouse inventory. Suppliers should be capable of delivering orders, on an as-needed basis, and within twenty-four (24) to forty-eight (48) hours following order placement.

Standard school and office supplies include, but are not limited to, cut-stock paper, first aid and safety supplies, instructional supplies, flags, ink and toner, janitorial supplies, and office supplies. It is the intent of this bid to cover the complete, standard school and office supply needs of a public K-12 school district in every respect. It is not intended to provide every detail in these specifications, but it must be understood that all materials and supplies normally and usually furnished by a vendor are required.

II. BID TIMELINE

- a. Request for Information Due Date: Friday, January 21, 2022 at 10:00 a.m.
- b. Bid Due Date: Friday, January 28, 2022 at 2:00 p.m.
- c. **All bids shall be submitted electronically** via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/>, at no cost to Bidders.

III. SITES TO RECEIVE SERVICES

- a. See Site Map of District Locations
- b. See District Location Addresses

IV. DESCRIPTION OF THE PROJECT

- a. The District is seeking bids for web-based ordering of JIT standard school and office supplies with orders being received, F.O.B Destination, within 24 to 48 hours of order placement.
- b. Deliveries must be made to the District Location indicated in the order Monday through Friday, 8:00 am – 3:00 pm.
- c. Bidder shall indicate both unit price and extended price in columns provided on the Bid Form Attachment A – Pricing Worksheet. The bidder may bid on any or all items listed on the bid form. All bid prices are to include freight/shipping

charges (Delivered Cost), and bid prices shall be firm for the duration of the contract. The District reserves the right to reject bids that require a minimum order amount.

- d. Prices quoted are net and exclusive of all federal, state, municipal and excise taxes.
- e. Materials Safety Data Sheets (MSDS) will be required for all pertinent products at the time of order.
- f. All items shall be delivered to the location indicated on each individual order.
- g. It is preferred that bidder has the capability of assigning District stock numbers to all of the bidder's product SKU numbers. The purpose of this is to assist District staff when searching for specific products. District stock numbers are shown on the Bid Form Attachment A – Pricing Worksheet.
- h. It is preferred that bidder has the capability of providing an invoice or billing statement that is downloadable in Microsoft Excel format. Invoice or billing statements need to include an invoice number, invoice date, itemized totals, a grand total and should reference the District's purchase order number and budget code being used to make the purchase. District will provide the budget code upon order placement.

V. CONTRACT TERM

The District intends to award a one (1) year contract, with the option to extend for up to two (2) additional one (1) year terms and on the same terms and conditions as provided herein, to the Bidder(s) offering the lowest and most responsive bid(s). This extension option may be exercised only if the Vendor demonstrates superior performance in the provision of standard school and office supplies during the initial and/or prior contract term(s), assuming all of the annual renewal options were awarded.

(Remainder of page left blank intentionally.)

MAP OF DISTRICT LOCATIONS

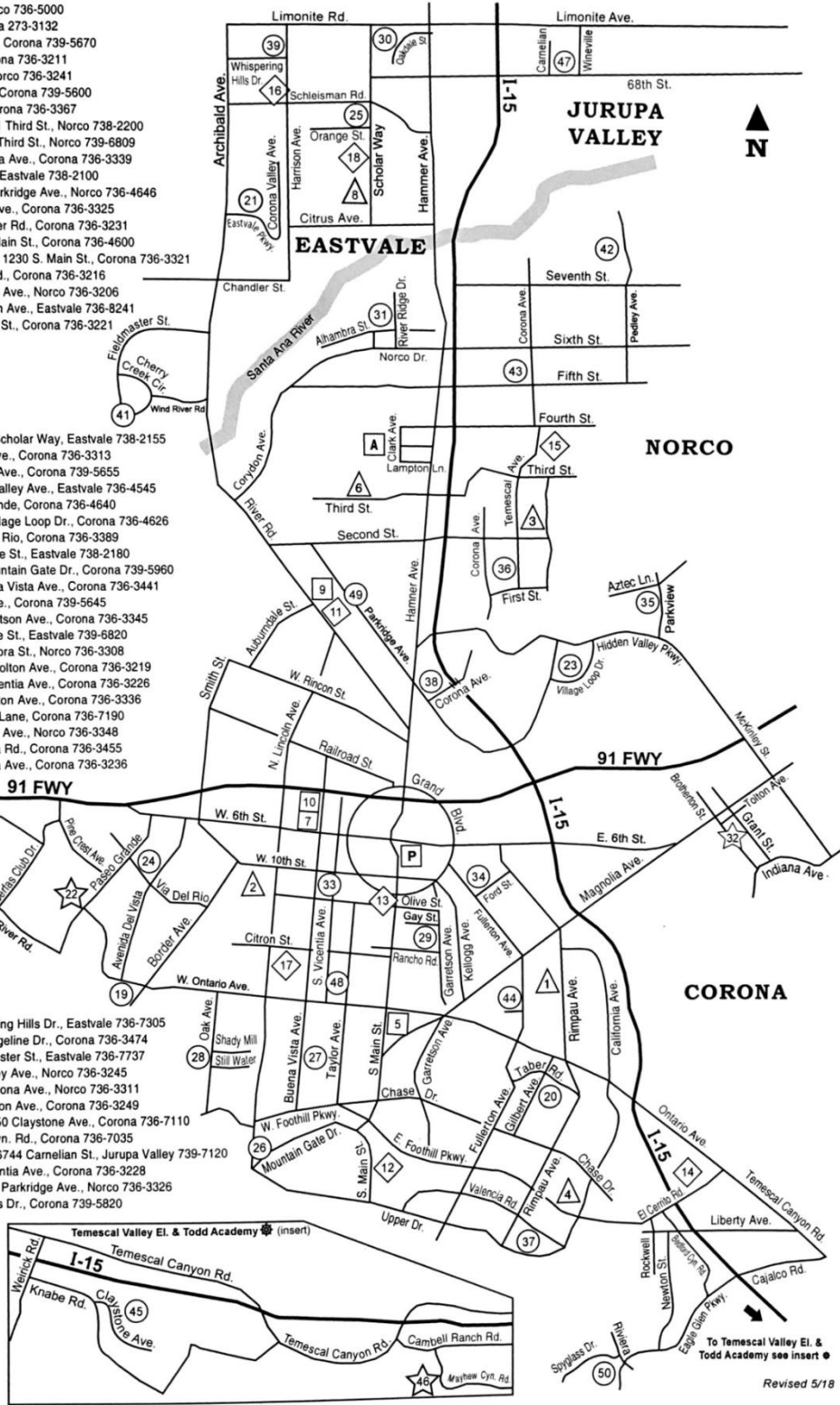
- A - District Office 2820 Clark Ave., Norco 736-5000
- P - Parent Center 152 E. 6th St., Corona 273-3132
- 1 - Centennial High 1820 Rimpau Ave., Corona 739-5670
- 2 - Corona High 1150 W. 10th St., Corona 736-3211
- 3 - Norco High 2065 Temescal Ave., Norco 736-3241
- 4 - Santiago High 1395 Foothill Pkwy., Corona 739-5600
- 5 - Pollard High 185 Magnolia Ave., Corona 736-3367
- 6 - Kennedy Middle College High 1951 Third St., Norco 738-2200
- Hybrid School of Innovation 1951 Third St., Norco 739-5809
- 7 - Orange Grove High 300 Buena Vista Ave., Corona 736-3339
- 8 - Roosevelt High 7447 Scholar Way, Eastvale 738-2100
- 9 - Victress Bower School 1250 W. Parkridge Ave., Norco 736-4646
- 10 - Adult Education 300 Buena Vista Ave., Corona 736-3325
- 11 - Auburndale Intermediate 1255 River Rd., Corona 736-3231
- 12 - Citrus Hills Intermediate 3211 S. Main St., Corona 736-4600
- 13 - Corona Fundamental Intermediate 1230 S. Main St., Corona 736-3321
- 14 - El Cerrito Middle 7610 El Cerrito Rd., Corona 736-3216
- 15 - Norco Intermediate 2711 Temescal Ave., Norco 736-3206
- 16 - Ramirez Intermediate 6905 Harrison Ave., Eastvale 736-8241
- 17 - Raney Intermediate 1010 W. Citron St., Corona 736-3221

- 18 - River Heights Intermediate 7227 Scholar Way, Eastvale 738-2155
- 19 - Adams Elementary 2350 Border Ave., Corona 736-3313
- 20 - Anthony Elementary 2665 Gilbert Ave., Corona 739-5655
- 21 - Barton Elementary 7437 Corona Valley Ave., Eastvale 736-4545
- 22 - Chavez Academy 1150 Paseo Grande, Corona 736-4640
- 23 - Corona Ranch Elementary 785 Village Loop Dr., Corona 736-4626
- 24 - Coronita Elementary 1757 Via Del Rio, Corona 736-3389
- *25 - Eastvale Elementary 13031 Orange St., Eastvale 738-2180
- 26 - Eisenhower Elementary 3355 Mountain Gate Dr., Corona 739-5960
- 27 - Foothill Elementary 2601 S. Buena Vista Ave., Corona 736-3441
- 28 - Franklin Elementary 2650 Oak Ave., Corona 739-5645
- 29 - Garretson Elementary 1650 Garretson Ave., Corona 736-3345
- *30 - Harada Elementary 12884 Oakdale St., Eastvale 739-6820
- 31 - Highland Elementary 2301 Alhambra St., Norco 736-3308
- 32 - Home Gardens Academy 13550 Tolton Ave., Corona 736-3219
- 33 - Jefferson Elementary 1040 S. Vicentia Ave., Corona 736-3226
- 34 - Lincoln Fundamental 1041 Fullerton Ave., Corona 736-3336
- 35 - McKinley Elementary 2050 Aztec Lane, Corona 736-7190
- 36 - Norco Elementary 1700 Temescal Ave., Norco 736-3348
- 37 - Orange Elementary 1350 Valencia Rd., Corona 736-3455
- 38 - Parkridge Elementary 750 Corona Ave., Corona 736-3236

- *39 - Parks Elementary 13830 Whispering Hills Dr., Eastvale 736-7305
- 40 - Prado View Elementary 2800 Ridgeline Dr., Corona 736-3474
- *41 - Reagan Elementary 8300 Fieldmaster St., Eastvale 736-7737
- 42 - Riverview Elementary 4600 Pedley Ave., Norco 736-3245
- 43 - Sierra Vista Elementary 3560 Corona Ave., Norco 736-3311
- 44 - Stallings Elementary 1980 Fullerton Ave., Corona 736-3249
- 45 - Temescal Valley Elementary 22950 Claystone Ave., Corona 736-7110
- 46 - Todd Academy 25105 Mayhew Cyn. Rd., Corona 736-7035
- *47 - VanderMolen Fund. Elementary 6744 Camelian St., Jurupa Valley 739-7120
- 48 - Vicentia Elementary 2005 S. Vicentia Ave., Corona 736-3228
- 49 - Washington Elementary 1220 W. Parkridge Ave., Norco 736-3326
- 50 - Wilson Elementary 1750 Spyglass Dr., Corona 739-5820

*denotes year-round school calendar

- Elementary School
- ☆ Academy
- ◇ Intermediate School
- △ High School
- Other Schools/Offices



Revised 5/18

DISTRICT LOCATION ADDRESSES

ELEMENTARY/ACADEMY SCHOOLS

Adams

2350 Border Avenue
Corona, CA 92882

Anthony

2665 Gilbert Avenue
Corona, CA 92881

Barton

7437 Corona Valley
Eastvale, CA 92880

Chavez Academy

1150 Paseo Grande
Corona, CA 92882

Corona Ranch

785 Village Loop Drive
Corona, CA 92879

Coronita

1757 Via Del Rio
Corona, CA 92882

Eastvale

13031 Orange Street
Eastvale, CA 92880

Eisenhower

3355 Mountain Gate
Corona, CA 92882

Foothill

2601 South Buena Vista Avenue
Corona, CA 92882

Franklin

2650 Oak Avenue
Corona, CA 92880

Garretson

1650 Garretson Avenue
Corona, CA 92879

Harada

12884 Oakdale Street
Eastvale, CA 92880

Highland

2301 Alhambra Street
Norco, CA 92860

Home Gardens Academy

13550 Tolton Avenue
Corona, CA 92879

Jefferson

1040 South Vicentia
Corona, CA 92882

Lincoln Fundamental

1041 Fullerton Avenue
Corona, CA 92879

McKinley

2050 Aztec Lane
Corona, CA 92879

Norco

1700 Temescal Avenue
Norco, CA 92860

Orange

1350 Valencia Road
Corona, CA 92881

Parkridge

750 Corona Avenue
Corona, CA 92879

Parks

13830 Whispering Hills
Eastvale, CA 92880

Prado View

2800 Ridgeline Drive
Corona, CA 92882

Reagan

8300 Fieldmaster Street
Eastvale, CA 92880

Riverview

4600 Pedley Avenue
Norco, CA 92860

Rondo

7620 Hellman Avenue
Eastvale, CA 92880

Sierra Vista

3560 Corona Avenue
Norco, CA 92860

Stallings

1980 Fullerton Avenue
Corona, CA 92881

Temescal Valley

2290 Claystone Avenue
Corona, CA 92883

Todd Academy

25105 Mayhew Canyon
Corona, CA 92883

VanderMolen

6744 Carnelian
Jurupa Valley, CA 91752

Vicentia

2005 South Vicentia
Corona, CA 92882

Victress Bower

1250 West Parkridge
Norco, CA 92860

Washington

1220 West Parkridge
Norco, CA 92860

Wilson

1750 Spyglass Drive
Corona, CA 92883

MIDDLE/INTERMEDIATE SCHOOLS

Auburndale
1255 River Road
Corona, CA 92880

Citrus Hills
3211 South Main Street
Corona, CA 92882

Corona Fundamental
1230 South Main Street
Corona, CA 92882

El Cerrito
7610 El Cerrito Road
Corona, CA 92881

Norco
2711 Temescal Avenue
Norco, CA 92860

Ramirez
6905 Harrison Avenue
Eastvale, CA 92880

Raney
1010 Citron Street
Corona, CA 92882

River Heights
7227 Scholar Way
Eastvale, CA 92880

HIGH SCHOOLS

Centennial
1820 Rimpau Avenue
Corona, CA 92881

Corona
1150 West 10th Street
Corona, CA 92882

Kennedy High School Middle College
1951 Third Street
Norco, CA 92860

Hybrid School of Innovation
1951 Third Street
Norco, CA 92860

Norco
2065 Temescal Avenue
Norco, CA 92860

Orange Grove
300 South Buena Vista Avenue
Corona, CA 92882

Pollard
185 Magnolia Avenue
Corona, CA 92879

Roosevelt
7447 Scholar Way
Eastvale, CA 92880

eSTEM Academy
7447 Scholar Way
Eastvale, CA 92880

Santiago
1395 East Foothill Parkway
Corona, CA 92881

HYBRID SCHOOLS OF INNOVATION/VIRTUAL SCHOOLS

HSOI at Citrus Hills Intermediate

3211 South Main Street
Corona, CA 92882

HSOI at Kennedy High School Middle College

1951 Third Street
Norco, CA 92860

HSOI at Raney Intermediate

1010 Citron Street
Corona, CA 92882

DISTRICT OFFICE

2820 Clark Avenue
Norco, CA 92860

PARENT CENTER/ADULT ED.

152 East Sixth Street
Corona, CA 92879

SUPPORT SERVICES, CHILD NUTRITION, WAREHOUSE AND PRINT SHOP

300 South Buena Vista Avenue
Corona, CA 92882

***SAMPLE* AGREEMENT FOR FORMAL BID**

THIS AGREEMENT (the “Agreement”), dated the ____ day of _____, 20__ , in the County of Riverside, State of California, by and between the Corona-Norco Unified School District, hereinafter referred to as “DISTRICT” or “OWNER” and _____, hereinafter referred to as “CONTRACTOR.”

W I T N E S S E T H:

That DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. Contract

The complete Contract includes all of the contract documents, including the Invitation for Bids, Introduction to Bid, Instructions for Bidders, Bid Form, **Pricing Worksheet - Attachment A**, Information Required of Bidder, Bid Bond/Security, Non-Collusion Declaration, Contractor’s Certificate Regarding Workers’ Compensation, Contractor’s Certification Regarding Debarment, Suspension or Other Ineligibility, Contractor Certification Regarding Drug-Free Workplace, Contractor Certification Regarding Alcohol and Tobacco, Contractor Certification Regarding Background Checks, W-9 Form, Certificate of Insurance, this Agreement and all modifications and amendments thereto, all of which by this reference are incorporated herein (the “Contract Documents”). The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work

CONTRACTOR shall perform within the time set forth in the Invitation for Bids everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, supplies, and all utility and transportation services as described in the Contract Documents and required for the work described as follows:

Bid No. 2021/22-095 –JIT Standard School and Office Supplies

in accordance with plans, drawings and specifications, if any. All of said work to be performed and equipment and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with all such plans, drawings, specifications and provisions of the Contract Documents. CONTRACTOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. Term

The term of this Agreement shall commence on _____ (the “Effective Date”), and shall continue thereafter until the earlier of _____, with the option to extend for up to two (2) additional one-year terms. If the work or delivery of equipment or supplies is not timely completed as required by this paragraph, CONTRACTOR shall be deemed to be in default

and DISTRICT may avail itself of any and all legal or equitable remedies. DISTRICT and CONTRACTOR stipulate and agree that the amount of time for completion as specified herein is reasonable.

4. Catalog Discount

Bidders are invited to offer a maximum discount off the vendor's catalog list price on supplies and equipment. Bidders are to bid a flat percentage discount that will be applied to items on the vendor's catalog. Bidders may also offer discount tiers based on volume. If no discount is offered, enter No Bid:

_____ %

5. Piggybacking

For this bid, Bidders are being provided the option of determining whether the pricing for the bid will be extended to other school districts and community college districts located in California as authorized by Public Contract Code section 20118 (K-12) and section 20652 (13 &14) by checking appropriate box below:

YES: _____ NO: _____

Failure to check the appropriate box on the Bid Form will be deemed Bidder's election to not extend their pricing to other California school districts and community college districts.

6. Independent Contractor

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of DISTRICT.

7. Indemnification

CONTRACTOR shall indemnify, save, and hold harmless DISTRICT and its Board, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of, or in any manner connected with, the performance by CONTRACTOR of any Services hereunder.

8. Price Escalation

The District, like any other public agency within the State of California, is aware of the current supply and labor shortage prevalent in the supply chain industries, and to allay the concerns of any Potential Bidder about locking their product rates for an extended period, is requesting bid prices valid for one (1) year. The District and Successful Bidder will evaluate the economic situations in the following remaining years of the Contract and if necessary, will adjust (increase or decrease) bid prices accordingly.

During the following years, any request for price increase by the Contractor must be by a written notification at least thirty (30) calendar days prior to the requested effective date of the

change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor’s current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Substantiated documents include but not limited to manufacturer's price increase notices, copies of invoices from suppliers, etc. After substantial evidence of an operational cost increase has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective upon written Amendment, executed by both parties. In no event shall the increase in rates calculated for any one (1) year period exceed seven and one-half percent (7.5%) of the most recent billing rates.

No increase in overhead and/or profit to Bidder will be allowed. “Overhead,” for the purposes of the contract, shall be defined as the cost to Bidder of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation, labor, etc.

9. Insurance

CONTRACTOR shall take out, prior to commencing the Work, and maintain, during the life of the Contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

- a. CONTRACTOR’s Liability Insurance
 - 1) Worker’s Compensation

State:	Statutory
Voluntary Compensation	Same as State Workers
(by exempt entities):	Compensation
Applicable Federal (e.g., Longshoremen, harbor work, work at or outside U.S. Boundaries):	
Employer’s Liability	Statutory
Benefits required by Union	\$1,000,000.00 Each Accident
labor contracts:	As applicable
 - 2) General Liability (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage); Can be Combined Single Limit (“CSL”).

- | | | | |
|----|------------------|----------------|-----------------|
| a) | Bodily Injury: | | |
| | | \$1,000,000.00 | Each Occurrence |
| | | \$2,000,000.00 | Aggregate |
| b) | Property Damage: | | |
| | | \$1,000,000.00 | Each Occurrence |
| | | \$2,000,000.00 | Aggregate |

10. Termination

DISTRICT may terminate this Agreement, in whole or in part, for any or no reason. Such termination shall be effective on the date DISTRICT provides written notice to CONTRACTOR.

11. State Audit

Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or CONTRACTOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records, and files for the audit period.

12. Tax Identification Number

No later than the Effective Date of this Agreement, CONTRACTOR shall furnish to DISTRICT (1) its Federal Tax Identification Number or Social Security Number, whichever is applicable, and (2) a completed and signed W-9 Form.

13. Contractor Certification Regarding Background Checks

If any portion of the work under the Agreement is to be performed at an operating school, CONTRACTOR shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT’s pupils and shall complete the Contractor Certification Regarding Background Checks form provided by DISTRICT.

14. Amendment; Assignment

This Agreement may only be amended with the mutual written consent of both parties. Neither party may assign its rights or obligations under this Agreement to another party.

15. Notice

All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

DISTRICT:

CONTRACTOR:

Corona-Norco Unified School District

Purchasing Department

2820 Clark Avenue

Norco, California 92860

Attn: Jacqueline Hager, Contract Technician

16. Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Riverside County.

17. Force Majeure

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

18. Required Provisions

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

19. Entire Agreement

The complete Contract as set forth in Section 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement, exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

20. Authority

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CORONA-NORCO UNIFIED SCHOOL DISTRICT

CONTRACTOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT NO. 1 TO AGREEMENT

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will: (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required

by section 8355(a) and require such employee agree to abide by the terms of that statement.

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

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

Name of Company

By: _____
Signature

Date: _____

Print Name and Title

ATTACHMENT NO. 2 TO AGREEMENT

**CERTIFICATION REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE
CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement DISTRICT’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times. When at DISTRICT-owned or DISTRICT–leased buildings, CONTRACTOR hereby agrees to comply with the Corona-Norco Board of Education’s Policies 4050 and 0660 and Education Code 48900 et seq. which states: The District recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The District Board prohibits the use of tobacco products at any time in DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

Name of Company

By: _____
Signature

Date: _____

Print Name and Title

ATTACHMENT NO. 3 TO AGREEMENT

**CRIMINAL RECORDS CHECK CERTIFICATION
(Contractor Fingerprinting Requirements)**

CONTRACTOR CERTIFICATION

With respect to the Agreement dated _____, 20__ by and between Corona-Norco Unified School District (“DISTRICT”) and _____ (“CONTRACTOR”) for the provision of construction services, CONTRACTOR hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor’s Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code section 45125.1, the Corona-Norco Unified School District (“DISTRICT”) has determined that _____ (“CONTRACTOR”) is exempt from the criminal background check certification requirements for the agreement dated _____, 20__, by and between DISTRICT and CONTRACTOR (“Agreement”) because:

- [X] CONTRACTOR’s employees will have limited contact with DISTRICT students during the course of the Agreement; or
- [] Emergency or exceptional circumstances exist.

District Official

Date

ATTACHMENT NO. 4 TO AGREEMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract. If CONTRACTOR is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 4 of Information for Bidders for additional information.

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Section 8 of the Information for Bidders.

[Signatures follow on next page]

(Proper Name of Contractor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

ADDENDUM NO. 1 TO FORMAL BID FORM

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
BID NO. 2021/22-095
JUST-IN-TIME (JIT) STANDARD SCHOOL AND OFFICE SUPPLIES**

The following clarifications, responses, changes, additions, deletions, or corrections shall become part of this solicitation and the contract documents for the Bid named above.

ADMINISTRATIVE

Question No. 1: Will the catalog award be made separately from the line items? Also are the line items to be awarded to one vendor, or on a line by line basis? More specifically does the catalog % off affect the award of the overall bid lines. Will it be looked at as in addition to do business with the awarded vendor or will it be awarded separately?

Answer No. 1: The Catalog Discount will be included as part of the contract for all awarded vendors. At this time, the District's intention is to award to one or more vendors, based on the lowest and most responsive bid(s). The catalog discount indicates the discount percentage offered for any items not included on the Bid Form Attachment A – Pricing Worksheet.

Question No. 2: On the Information Required of Bidder Form there is a space for a City Business License. Is a City Business License Required?

Answer No. 2: A business license is required for each bidder to transact business in the State of California. Any city license is dependent on the requirement of each city. As the District boundaries include cities of Norco, Eastvale, and Corona, it is the vendor's responsibility to inquire on the cities requirement for license to conduct business/deliveries within their city boundaries.

Questions No. 3: (a) In 2021 the paper industry saw costs increase 32%-35%. During these unprecedented time it's extremely difficult to guarantee pricing firm for a year because the manufacturers will not support us with that pricing. Can you change the pricing term to be firm for the first 90 days of the contract and increases after that will only be accepted beyond that with a 30 day notice supported by manufactures increase notification letter with the stated industry increase?

(b) If not, the bidders will be forced to bid an inflated price to start to cover any potential increases that may or may not occur in the initial term. I believe changing the language of the pricing term will allow bidders to give Corona Norco a competitive starting bid and will only increase with the market.

(c) Lastly, the pricing escalation clause states that "In no event shall the increase in rates calculated for any one (1) year period exceed seven and one-half percent (7.5%) of the most

recent billing rates.” As stated above; last year we received increased between 32-25% total for the year. We only pass on the increase that we get from the manufactures and if it is beyond 7.5% we would not be able to absorb the additional costs. Can you change this to read that increases will only be accepted in the amount that the manufactures have increased?

Answer No. 3: (a) The District is acutely aware of the recent supply management issues and has addressed it by including Section 48 of the Information for Bidders:

“The District, like any other public agency within the State of California, is aware of the current supply and labor shortage prevalent in the supply chain industries, and to allay the concerns of any Potential Bidder about locking their product rates for an extended period, is requesting bid prices valid for one (1) year. The District and Successful Bidder will evaluate the economic situations in the following remaining years of the Contract and if necessary, will adjust (increase or decrease) bid prices accordingly.

During the following years, any request for price increase by the Contractor must be by a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor’s current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Substantiated documents include but not limited to manufacturer’s price increase notices, copies of invoices from suppliers, etc. After substantial evidence of an operational cost increase has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective upon written Amendment, executed by both parties. In no event shall the increase in rates calculated for any one (1) year period exceed seven and one-half percent (7.5%) of the most recent billing rates.

No increase in overhead and/or profit to Bidder will be allowed. “Overhead,” for the purposes of the contract, shall be defined as the cost to Bidder of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation, labor, etc. “

At this time, the District is requesting that all interested vendors account for any possible increases during the first one-year term of the contract when providing Bid pricing. This will assist in the District’s annual apportionment and budgetary decisions.

(b) As stated in the Bid Documents, for the additional years beyond the initial one-year term, requests for price increases require a written justification at least thirty (30) calendar days prior to the requested effective date of the change. Substantiated documents include but are not limited to manufacturer’s price increase notices, copies of invoices from suppliers, etc.

(c) At this time, the District is requiring all vendors to be in compliance with the terms of the Bid Documents, including but not limited to the described maximum 7.5 percent increase per year. No further increases will be allowed.

Question No. 4: Are we able to separate the catalog discount into categories? It will be more beneficial to the district since specific categories can offer a deeper discount when they are not lumped together. For example 65% off paper, 25% off technology

As with every discount, there is a floor for which a supplier will not sell below. In regards to the catalog discount, are you asking suppliers what their floor percentage is on each of their discounts?

Answer No. 4: At this time, the District is not requesting discounts for separate categories of items. Please provide either a general catalog discount percentage (e.g. 30%) or a catalog discount percentage **range** (e.g. 10-25%) on your Bid form, indicating the catalog discount percentage being offered for any items not included on the Bid Form Attachment A – Pricing Worksheet.

Question No. 5: We have multiple licenses in CA, but not specifically for the City of Norco. Is a city business license an absolute requirement for bid submission? According to the City of Norco's website, it states a 10 business day turnaround to review applications. If we submit our application for the license, may we put "pending" on the bid submission? It should be approved before the contract would go live if we were awarded.

Answer No. 5: Please see response to Question No. 2 regarding business licensing. A pending status is allowable with the caveat that the pending status must be an active and full status prior to start of service.

END OF ADDENDUM NO. 1

Jacqueline Hager
Contracts Technician
Purchasing
Jacqueline.Hager@cnusd.k12.ca.us

ADDENDUM NO. 2 TO FORMAL BID FORM

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
BID NO. 2021/22-095
JUST-IN-TIME (JIT) STANDARD SCHOOL AND OFFICE SUPPLIES**

The following clarifications, responses, changes, additions, deletions, or corrections shall become part of this solicitation and the contract documents for the Bid named above.

ADMINISTRATIVE

Question No. 1: What happens if we don't feel our question was answered clearly? For #1 that came from southwest and the last part to the question I just need to make sure that the catalog is not awarded separately... basically the award will be based solely on attachment A not the discount.

Answer No. 1: The Bid Award will be made based to the lowest and most responsive Bidder(s) based on pricing provided in Bid Form Attachment A – Pricing Worksheet.

END OF ADDENDUM NO. 2

Jacqueline Hager
Contracts Technician
Purchasing
Jacqueline.Hager@cnusd.k12.ca.us